

TERMS OF SERVICE

Last Updated: February 11, 2026

1. Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you, a business entity ("Merchant," "you," or "your"), and cru.cash ("Company," "we," "us," or "our") governing your use of our cryptocurrency payment processing services (the "Services").

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not use the Services.

These Terms apply exclusively to business entities. Individuals and consumer transactions are not permitted.

2. Service Description

2.1 B2B Cryptocurrency Payment Gateway

We provide a cryptocurrency payment gateway and custodial wallet services for business entities, enabling them to receive and manage cryptocurrency payments.

2.2 Custodial Wallets

- We hold and control the private keys associated with your cryptocurrency.
- You do not have direct access to private keys.
- You transact through our platform interface.
- All transactions are subject to these Terms and blockchain network rules.

2.3 Cryptocurrency-Only Operations

- We do not process fiat currency.
- We do not offer fiat-to-crypto or crypto-to-fiat exchanges.
- We are not a bank or financial institution.

3. Account Registration and Eligibility

3.1 Business Entity Requirement

To use the Services, you must:

- Be a valid business entity with authority to enter into contracts.
- Comply with all applicable laws in your jurisdiction.

- Not be located in jurisdictions where cryptocurrency use is prohibited.

3.2 Merchant Information

During registration, you provide a merchant name that will be displayed to your customers on payment invoices. You are responsible for ensuring this information is accurate and professional.

3.3 Verification

Currently, we do not require Know Your Customer (KYC) verification.

3.4 Account Security

You are responsible for:

- Maintaining the confidentiality of account credentials.
- All activity under your account.
- Immediately notifying us of any unauthorized access.

4. Fees and Network Charges

4.1 Service Fees

We currently do not charge fees for the Services, except blockchain network fees ("Network Fees").

4.2 Network Fees

- Network Fees are set by blockchain networks and not controlled by us.
- Fees are deducted directly from your cryptocurrency balance and are non-refundable.
- Fees may vary depending on network congestion.

5. Use of Services

5.1 Permitted Use

Use the Services only for lawful business purposes in compliance with these Terms and applicable laws.

5.2 Prohibited Activities

You may not:

- Use the Services for illegal activity, money laundering, terrorist financing, or sanctions violations.
- Process transactions related to illegal goods or services.

- Manipulate, interfere with, or reverse-engineer the platform.
- Provide false or misleading information.

6. Transaction Processing

6.1 Authorization

By initiating a transaction, you authorize us to execute it on your behalf. **Transactions are irreversible once confirmed on the blockchain.**

6.2 Timing and Errors

- Transaction times depend on blockchain network conditions and Network Fees.
- You are responsible for verifying recipient addresses and amounts.
- Transactions sent to incorrect addresses cannot be recovered.

6.3 Monitoring and Restrictions

We may monitor transactions and, at our discretion, delay, suspend, or cancel transactions to comply with laws or protect the platform.

7. Privacy and Data Protection

7.1 Data Collection

We collect only information necessary for the Services: merchant name, account information, transaction history, and communications.

7.2 IP and Device Data

We do not intentionally collect or store IP addresses. Standard network operations may process IPs automatically.

7.3 Data Security

We use industry-standard security measures including encryption, secure key management, multi-factor authentication, and regular security audits.

7.4 Data Sharing

We may share data:

- With service providers necessary for platform operation.
- To comply with laws, regulations, or court orders.
- With your explicit consent.

8. Custody and Security

8.1 Custodial Responsibility

- We hold and secure cryptocurrency private keys.
- Transactions are executed only on your instructions.

8.2 Asset Ownership

You retain beneficial ownership of your cryptocurrency. Your assets are segregated from company holdings and are not used for operational purposes.

9. Risk Disclosure

You acknowledge and accept the following risks associated with cryptocurrency:

- Price volatility: Cryptocurrency values can fluctuate significantly.
- Regulatory changes: Laws governing cryptocurrency may change.
- Network failures or technical issues: Blockchain networks may experience downtime or delays.
- Irreversibility of transactions: Blockchain transactions cannot be reversed.
- Custodial risk: You do not have direct control of private keys.
- No insurance: Cryptocurrency held in our custody is not insured by government programs such as FDIC.

10. Disclaimers

- The Services are provided "as-is" and "as available" without warranties of any kind, express or implied.
- We do not provide investment, legal, tax, or financial advice.
- We are not responsible for third-party blockchain networks, services, or infrastructure.

11. Limitation of Liability

To the maximum extent permitted by law, we are not liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, revenue, data, or business opportunities.

Our total liability to you for all claims arising from or relating to the Services is limited to the greater of (a) the amount of Network Fees you paid in the last 12 months, or (b) \$1,000 USD.

12. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses arising from or related to:

- Your use or misuse of the Services.
- Violation of these Terms or applicable laws.
- Infringement of third-party rights.

13. Termination

13.1 Termination by You

You may terminate your account at any time by withdrawing all cryptocurrency and submitting a termination request.

13.2 Termination by Us

We may suspend or terminate your account immediately for violations of these Terms, suspicious activity, legal obligations, or at our discretion with reasonable notice.

13.3 Effect of Termination

Upon termination, you must withdraw all cryptocurrency within 30 days. Certain provisions of these Terms, including indemnification, limitation of liability, and dispute resolution, survive termination.

14. Dispute Resolution

14.1 Informal Resolution

Before initiating formal proceedings, you agree to attempt to resolve disputes informally by contacting us for at least 30 days.

14.2 Class Action Waiver

You agree to resolve disputes on an individual basis only and waive the right to participate in class actions, class arbitrations, or representative proceedings.

15. Amendments

We may modify these Terms at any time by providing notice via the platform or email. Continued use of the Services after notice constitutes acceptance of the modified Terms.

16. General Provisions

16.1 Severability

If any provision is found unenforceable, the remaining provisions remain in full effect.

16.3 Entire Agreement

These Terms constitute the entire agreement between you and the Company regarding the Services.

16.4 Assignment

You may not assign or transfer these Terms without our written consent. We may assign these Terms without restriction.

16.5 No Waiver

Our failure to enforce any provision does not waive our right to enforce it later.

16.6 Force Majeure

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

17. Intellectual Property

The Company retains all intellectual property rights in the Services, including software, trademarks, logos, and content. You are granted a limited, non-exclusive, non-transferable license to access and use the Services for business purposes only.

You may not reverse-engineer, decompile, or create derivative works based on the Services without our written consent.

18. Sanctions and Compliance

You may not use the Services to transact with entities or individuals subject to economic sanctions or in violation of applicable laws, including OFAC (Office of Foreign Assets Control), EU, or UN sanctions regulations.

You represent and warrant that you are not located in, operating from, or transacting on behalf of persons or entities in sanctioned jurisdictions.

19. Acknowledgment

By using the Services, you confirm that you are a business entity, have read and understood these Terms, and agree to be bound by them.

For questions about these Terms, please contact us at support@cru.cash