

Terms and Conditions of Use

Terms and Conditions of Use for the Cryptomat of Poype Ltd.

General Terms

1. This Cryptomat is supported by Poype Ltd., UIC: 205728837, with registered address at apt. 4, 20 Kiril Bozhikov St., 1574 Sofia, represented by the Manager, Boyan Kelchev, e-mail: boyan@poype.io
2. Through our Cryptomat, you can:
 - buy cryptocurrency (Bitcoin Cash; BCH) for fiat money (Bulgarian levs; BGN), by specifying your cryptocurrency address and inserting the desired amount of fiat money; in exchange for every banknote inserted in the Cryptocurrency ATM, we will transfer the relevant amount of cryptocurrency to the cryptocurrency address specified by you;
 - sell cryptocurrency (Bitcoin Cash; BCH) for fiat money (Bulgarian levs; BGN), by specifying the desired amount of fiat money and making the necessary cryptocurrency transfer to our cryptocurrency address, in exchange for which we will let you withdraw the corresponding amount of banknotes from the Cryptomat.
3. After you make your request, you will be issued a receipt with details of the operation. Please note that cryptocurrency transfers take from a few minutes to 0.5-1 hour. You will receive your cryptocurrency units or your banknotes with a short delay. We will send you an SMS informing you of the time when cryptocurrency units will be transferred to your cryptocurrency address or the time when you can come to the Cryptomat to get your banknotes.
4. The values displayed in the user interface of this Cryptomat are in fiat money (Bulgarian levs; BGN) and cryptocurrency (Bitcoin Cash; BCH), and include all payable taxes and fees. You don't owe any additional payments for the operations performed by this Cryptomat.
5. If something goes wrong or if you need further assistance, we are at your disposal at the following contact details:
 - e-mail: info@poype.io
 - postal address: apt. 4, 20 Kiril Bozhikov St., 1574 Sofia
6. Should your user rights be infringed in any way, you can refer to the Commission for Consumer Protection (CCP) for assistance by submitting a complaint or an alert at its official website: www.KZP.bg
7. The reviewing and the use of services at our Cryptomats represents "information society service" within the meaning of the Electronic Commerce Act (ECA) and is provided only upon your explicit request expressed by you through your actions in the user interface.
8. Any action in the user interface of our Cryptomats represents an "electronic statement" within the meaning of the Electronic Document and Electronic Trust Services Act (EDETSA) which can be binding upon you in the cases provided by law.

Declarations

1. By using our Cryptomats, you declare that you understand, agree entirely to and undertake to follow these Terms and Conditions of Use.
2. By using our Cryptomats, you declare that the cryptocurrency or fiat money used by you have been lawfully acquired and that you have the right to perform operations with them.
3. By using our Cryptomats, you declare that you will enter only correct, up-to-date and adequate information about you and your operations, and that you will produce your valid ID documents (if and insofar as this is required).
4. If you are under 18 years of age, by using the Cryptomat, you declare that you are at least 14 years of age and that you act under the supervision and with the express consent of the person who exercises parental care in relation to you.

Prohibitions

1. It is prohibited to use our Cryptomats for money laundering or financing of terrorism, as well as to support and/or cover up such activities.
2. Money laundering shall mean the acquisition, possession, holding or use of property knowing that this property is the result of criminal activity; and any transformation or transfer of such property in order to conceal it or its illegal origin, or to benefit from it.
3. Terrorism shall be any activity aimed at causing commotion or fear in the population or at threatening or forcing any authority, representative of the public or representative of a foreign state or an international organisation to perform or omit to perform something.
4. In case of suspected money laundering, financing of terrorism or support of such activities, your operations will be blocked and all your data available with us will be provided to the competent authorities.

Identification

1. When you buy cryptocurrency at a value exceeding BGN 200 as well as when you sell cryptocurrency at a value exceeding BGN 200, we will ask you to provide your mobile phone number to which we will send your security code. To perform the cryptocurrency transfer requested by you or to let you withdraw the banknotes requested by you, we will ask you to enter the security code you have received.
2. When you buy or sell cryptocurrency at a value exceeding BGN 1,000, in addition to providing your mobile phone number, we will ask you to place your official ID document with a photograph on the glass below to the right to be captured. For the document to be captured, it must be properly pressed against the glass and no part of it shall be covered.
3. When you buy or sell cryptocurrency at a value exceeding BGN 2,000, in addition to providing your mobile phone number and placing your official ID document with a photograph to be captured, we will ask you to let us capture your face while working with the Cryptomat. At the time of capture, you must not be wearing dark glasses, mask, hood or anything concealing your face, wholly or partly; you must look straight toward the screen from the usual distance of about half a meter.

4. When you buy or sell cryptocurrency at a value exceeding BGN 4,000, in addition to providing your mobile phone number, placing your official ID document with a photograph to be captured and letting us capture your face, we will ask you to fill in a Declaration of the Source of Funds (Form No. 1), which shall be completed and signed in your own handwriting either on paper or electronically, with a qualified electronic signature.
5. When you buy or sell cryptocurrency at a value exceeding BGN 10,000, in addition to providing your mobile phone number, placing your official ID document with a photograph to be captured, letting us capture your face and filling in a Declaration of the Source of Funds, we will ask you to fill in a Declaration of Relatedness (Form No. 2), which shall be completed and signed in your own handwriting either on paper or electronically, with a qualified electronic signature.
6. The values referred to in the foregoing paragraphs shall be summed: if your operations have reached a reference total value, we may require from you to complete yet another degree of identification, even if your next operation is at a lower unit value.
7. If we have already completed the respective higher degree of identification, we will omit it in subsequent operations for your convenience. This does not apply to the sending of a new security code in each subsequent operation and to specifying the source of funds for transactions at a unit or total value exceeding BGN 4,000.
8. Using someone else's mobile phone numbers, or someone else's or invalid ID documents, thwarting the face capturing, as well as declaring false circumstances is a violation of the law.
9. We will prosecute with all eligible means any actions referred to above and any attempt to circumvent, restrict or otherwise thwart the identification procedures.
10. In the cases provided by law as well as in the case of suspected actions as listed above, your operations will be blocked and all your data available with us will be provided to the competent authorities.

Personal Data

1. „Poype Ltd. acts as a personal data controller. Personal data will be provided voluntarily by you and will be used only for the provision of the services requested through the user interface of our Cryptomats.
2. We treat your personal data with responsibility and protect them with the use of cutting-edge information security technologies and solutions.
3. We use information about your operations, your mobile phone number and, in the cases provided under the identification rules above, data obtained from your ID documents, from capturing you while working with this Cryptomat and from the declared circumstances of the source of funds, solely for the implementation of measures against money laundering and financing of terrorism.
4. We do not provide any of your personal data to third parties, except to the competent authorities in the cases provided by law.
5. We store your personal data only in encrypted form and only on data storage media based in the European Union.

6. The transfer of data between our Cryptomats and the data storage media used by us takes place only in encrypted form.
7. We store your personal data for the periods of time provided by law, then we erase them irretrievably.
8. We reserve the right to store information on all actions carried out through our Cryptomats and to use this information for statistical and marketing research, without this including access to any of your personal data and without this including the possibility for your (or other users') individual or group profiling.
9. You can, at any time and not subject to additional conditions, request from us to let you review the data we store for you; request from us to make corrections to such data if they are incorrect, incomplete or outdated; or withdraw your consent for your personal data to be processed by us, whereupon the same will be erased ex officio - except if and to the extent that we are required by law to keep a copy of the data for a certain period of time, after the expiry of which the same will be erased ex officio. All you have to do is write to us to our e-mail: info@poype.io
10. Should your personal data protection rights be infringed, you can refer to the Commission for Personal Data Protection (CPDP) for assistance by submitting a complaint or an alert at its official website: www.CPDP.bg

Operations

1. Through our Cryptomats, you can buy cryptocurrency (Bitcoin Cash; BCH) for fiat money (Bulgarian levs; BGN) or vice versa - sell cryptocurrency (Bitcoin Cash; BCH) for fiat money (Bulgarian levs; BGN).
2. This Cryptomat operates with Bulgarian banknotes. You can sell cryptocurrency at a value in Bulgarian levs that is divisible by 10 or 50 and buy cryptocurrency at a value in Bulgarian levs that is divisible by any Bulgarian banknote denomination.
3. The value of cryptocurrency units which you want to buy or sell will be calculated in real time at the current exchange rates of leading cryptocurrency exchanges with which we work, where our buying rate is reduced by 3.5% and our selling rate is increased by 1.5%, respectively.
4. The values referred to in the foregoing paragraph are final and no additional taxes, fees or commissions are charged on them.
5. Upon request to buy or sell cryptocurrency, in the user interface of this Cryptomat you will have the opportunity to insert the exact value of fiat money (Bulgarian levs; BGN), divisible by 10 or 50, and the relevant cryptocurrency value will be displayed, under the current exchange rate and the percentage increase or decrease referred to above.
6. Upon request to buy cryptocurrency (Bitcoin Cash; BCH) at the value of the fiat money (Bulgarian levs; BGN) specified by you, the amount of cryptocurrency units will be displayed; this amount will be transferred by us to the cryptocurrency address specified by you after you insert the required amount of Bulgarian banknotes into the Cryptomat.
7. Upon request to sell cryptocurrency (Bitcoin Cash; BCH) at the value of the fiat money (Bulgarian levs; BGN) specified by you, the amount of cryptocurrency units and the cryptocurrency address to which you have to transfer them will be displayed.

8. Once the amount of banknotes inserted by you into the Cryptomat is confirmed (if you are buying cryptocurrency), we will send the amount of cryptocurrency units bought by you to the cryptocurrency address specified by you; accordingly, once your transfer of the required amount of cryptocurrency units to our cryptocurrency address is confirmed (if you are selling cryptocurrency), you will be able to withdraw from the Cryptomat the amount of fiat money you have purchased. If you have provided a mobile phone number, we will send you an SMS informing you of the transaction's completion.

Responsibility

1. We restrict our responsibility to providing true and objective information on the ratio between the value of the requested cryptocurrency units and their equivalent in fiat money, calculated in real time at the current exchange rates of leading cryptocurrency exchanges with which we work; to transferring the exact amount of cryptocurrency units exactly to the cryptocurrency address specified by you (when you are buying cryptocurrency); accordingly, to paying the exact amount of fiat money corresponding to the cryptocurrency units transferred by you to the cryptocurrency address specified by us (when you are selling cryptocurrency).
2. In the event of technical and/or typing errors, we restrict our responsibility to the value that you have transferred in cryptocurrency units to the cryptocurrency address specified by us or the value of fiat money that you have inserted in our Cryptomats provided that we, in return, have not transferred the respective amount of cryptocurrency units or fiat money to you, calculated on the basis of the current exchange rates of leading cryptocurrency exchanges with which we work, at the time of the operation.

We assume no responsibility for cryptocurrency addresses incorrectly entered by you. As is known, cryptocurrency transfers cannot be reversed. If, in the case of buying cryptocurrency, you provide an incorrect cryptocurrency address, either yours or someone else's; or if, in the case of selling cryptocurrency, you make a transfer to a cryptocurrency address different from the one specified by us, it is likely that you will have made an irreversible cryptocurrency transfer to the wrong recipient, therefore we will not be able to return to you what you have paid (for which we are sorry).

We assume no responsibility for the volatility of crypto or fiat currencies, including for drastic adverse changes in their value. As is known, volatility is among the main criticisms against this type of assets. Poype Ltd. is not an economic adviser, but only your assistant in the purchase/sale of cryptocurrency.

We assume no responsibility if you, as a person exercising parental care, let your children carry out operations with our Cryptomats, for which you have not granted them permission. In this regard, please be reminded of your responsibility for educating and exercising parental control over adolescents.

3. You assume full responsibility in the event that you are using someone else's mobile phone numbers as well as someone else's or invalid ID documents; or in the event that you declare false circumstances; or in the event that you attempt to circumvent, restrict or otherwise thwart the identification procedures. Such actions, in addition to obligating us to turn you over to the competent authorities (and we will not hesitate to do so), also place your operations at risk - since if something goes wrong (e.g. there is a power failure or the Cryptomat is blocked), you

will need to identify yourself on the basis of the identification supplied by you in order to get your money back.

4. We assume no responsibility if your mobile phone number or your ID document has been used by a third person to perform the operation. We will provide full proper assistance to you and to the competent authorities to collect all possible information about and to identify the operator, but we would like to remind you that the preservation of your phones and their timely blocking, if necessary, as well as the storage of your ID documents is your responsibility and not ours.
5. Our Cryptomats are equipped with counterfeit banknote detectors. Please do not make any attempts to insert such banknotes into the Cryptomat, because we will be obliged to turn you over to the competent authorities (and we will do so with pleasure).
6. You bear full criminal responsibility if you attempt to install skimming devices or otherwise track and/or document information about the users' operations as well as if you attempt in any way to vandalise and/or damage the Cryptomat, meddle with its software and/or break into its cash box without permission. In connection with the above, please be informed that the Cryptomat is equipped with special devices to counteract such actions and to document potential perpetrators, as the information collected shall be immediately delivered to the competent authorities.

Reserved rights

1. We reserve the right, at any time and without warning, to change the design, content, technology and functionality of our Cryptomats, including to temporarily or permanently discontinue part or all of our services with the aim of redesigning, adding functionalities or for any other reason.
2. We reserve the right to post advertising materials on our Cryptomats, in a manner we deem fit, and we assume no responsibility for the content of such advertising materials, insofar as they are the property of advertisers and do not constitute an apparent violation of the law.
3. We reserve all rights to our trademarks, brands, innovative business solutions and any intellectual and industrial property which we use in our Cryptomats and in the infrastructure ensuring their functioning and security.

Additional provisions

1. These Terms and Conditions of Use shall be interpreted and applied in accordance with the Bulgarian law.
2. The translation of these Terms and Conditions of Use from Bulgarian into other languages is not official and, in case of controversy, the original Bulgarian version shall prevail.
3. The parties agree to resolve any disputes arising from or relating to these Terms and Conditions of Use, including disputes concerning their interpretations, invalidity, fulfilment or termination as well as disputes on the filling of gaps or adapting them to new circumstances, with reasonable negotiations between themselves.
4. Where it is not possible to reach an agreement subject to the foregoing paragraph, the parties consent to the dispute (insofar as it does not relate to the protection of consumer rights) being referred to the Court of Arbitration to the Bulgarian Chamber of Commerce and Industry

(BCCI) in the City of Sofia to be resolved in accordance with the Statute of the Court and the relevant Bulgarian legislation.

5. We reserve the right to change the Terms and Conditions of Use, for which you will be notified by a publication on our official website: www.Poype.io and in the user interface of our Cryptomats. If you disagree with such changes, you are free to discontinue the use of our Cryptomats at any time.
6. These Terms and Conditions of Use shall become effective 30 days after their publication on our official website www.Poype.io and in the user interface of our Cryptomats.
7. These Terms and Conditions of Use were adopted (and last amended and/or supplemented) on 15.07.2020.