



BITINTERPAY
BITCOIN EXCHANGE

USER AGREEMENT

Bitinterpay OÜ

Legal form: private limited company

Registration number: 1445548,

Legal address: Harju maakond, Tallinn, Lasnamäe linnaosa, Peterburi tee, 47 11415

E-mail address: info@bitinterpay.com

APRIL 2019

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This User Agreement is an electronic agreement between you (hereinafter the “User”) and Bitinterpay OÜ, registration number: 14455448, established in accordance with the legislation of the Republic of Estonia, headquartered at Peterburi tee 47, 11415, Tallinn, Estonia, that applies to your use of this website, all services, products and content.

The text of this Agreement permanently located at <https://bitinterpay.com> contains all the essential conditions of the public offer of Bitinterpay OÜ. By creating an account on the Site or by using any of the Services, you acknowledge that you have read, understand, and completely agree to this Agreement in effect from time to time.

THE PRESENT OFFER IS CONSIDERED TO HAVE BEEN ACCEPTED PROPERLY IF THE USER FOLLOWS THE STEPS LISTED BELOW:

GET FAMILIARIZED WITH THE CONDITIONS OF THIS USER AGREEMENT AND ALL ITS SUPPLEMENTS;

INTRODUCE REAL AND ACTUAL INFORMATION INCLUDING AUTHENTIC LOGIN, EMAIL AND PASSWORD AS WELL AS ENTER THE CAPTCHA CODE INTO THE REGISTRATION FORM IN THE ‘REGISTER’ TAB LOCATED AT [HTTPS://BITINTERPAY.COM](https://bitinterpay.com);

PUT THE REQUIRED SYMBOL IN THE SPECIAL BOX BELOW THE TITLE ‘I ACCEPT THE CONDITIONS OF THE AGREEMENT’ IN THE REGISTRATION FORM;

PRESS THE ‘CONTINUE’ BUTTON AFTER FILLING THE REGISTRATION FORM. AFTER THE USER PRESSES THE ‘CONTINUE’ BUTTON AND SEE APPEARED THE SPECIAL MESSAGE INFORMING ABOUT THE SUCCESSFUL REGISTRATION, THE REGISTRATION PROCESS IS CONSIDERED COMPLETED AND THE CONDITIONS OF THE PRESENT USER AGREEMENT BECOME OBLIGATORY TO ABIDE FOR THE REGISTERED PERSON.

Bitinterpay OÜ and the third party using the site in the Internet network located at <https://bitinterpay.com> have concluded the present Agreement on the following conditions.

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1. TERMS AND DEFINITIONS

In the present Agreement the following terms have the meaning indicated below, unless otherwise is stipulated:

«Agreement» - means the present User Agreement;

«User»- is a person who has reached the age of majority that use a computer or network service for use a Website;

«Anti-Money Laundering Policy» - means program on prevention of laundering of money derived from criminal activity and financing of terrorism, which constitutes an essential part of the Agreement which text is available at https://bitinterpay.com/home_main/docs/AML-Policy-BitInterPay-ENG.pdf;

«Privacy Policy» - means rules of collection, storage, distribution and protection of personal data that Bitinterpay OÜ gets from the Users and that is an essential part of the Agreement which text is available at https://bitinterpay.com/home_main/docs/Privacy-Policy-BitInterPay-ENG.pdf ;

«Chat» - means the System's function intended for instant messaging between the Parties;

“Virtual Currency” (“cryptocurrency”) - means a digital representation of value that is not issued or guaranteed by a central bank or government authority, is not necessarily tied to a legally established currency and does not have the legal status of currency or money as a medium of exchange that can be transmitted, stored and sold in electronic form;

«Fiat money» - government-issued currency, which is designated as legal tender in its country of issuance on the legislative level;

«Parties» - means Bitinterpay OÜ and the User;

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«Personal account» - a set of protected webpages of the Service created as a result of registration of the User.

The Personal Area displays information of open and cancelled Orders, completed Transactions, information about the funds available to the User and / or Virtual or Fiat currency and other information provided by the functions of the Service;

«Service» - is the system for providing Internet services for the exchange, sale virtual and fiduciary currencies;

«System» - means set of software and technical means used by the Bitinterpay OÜ in automatic mode to process operations conducted by the User in his/her Personal Cabinet;

«User» - capable and competent individual, in accordance with the current legislation, duly registered under local law, using the Site and / or the System, who has entered into the relevant Agreement with Bitinterpay OÜ.

«User Account Data» - means User Data necessary to access and use the System – login, password, email and other data indicated during the registration process as well as after it;

«Withdrawal» - means a transaction involving a transfer of Funds from the User's Account;

«Payment system» - means a software and hardware product developed by a third party and representing a mechanism for the implementation of accounting of monetary obligations, as well as the organization of mutual settlements between its users;

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«Payment» - means the transfer of virtual currency or fiduciary funds from the User to the User or the Service, as well as vice versa;

«Application» - means an expression of the User's intention to use one of the services offered by Bitinterpay OÜ by filling in the electronic form via website <https://bitinterpay.com> under the terms described in the Agreement and specified in the parameters of this Application;

«Affiliate» - means a person providing services to the Service in order to attract Users. The terms of services are described in this Agreement;

«Verification of the card» - means the verification of card (or account) to its owner. The terms for checking are set by Bitinterpay OÜ. This procedure is done for each new customer account (card) at the time.

«Rate» - means the valuable ratio between two digital currencies in their exchange.

«Fees» mean rewards payed to Bitinterpay OÜ by the parties of deals and the prices for additional services rendered by Bitinterpay OÜ constantly available at <https://bitinterpay.com>

The rest of terms and definitions that can be found in the text of the Agreement should be interpreted by the Parties according to current EU legislation and to the general rules of interpretation of such terms accepted in the Internet network.

The titles of different sections (articles) of the Agreement have been put with the only objective to make the text more comfortable for the reader and do not have any literal legal effect.

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Essential parts of the present Agreement are sections dedicated to Privacy policy, Anti-Money Laundering Policy, and the Fees.

2. ACCESS TO THE SYSTEM, REGISTRATION PROCESS AND CHAT USE

In order to get access to the System, the User should complete the registration process. After that the User will get access to the Personal Cabinet created on the basis of the User Account Data.

The User is responsible for setting up a password during the registration process. The User can change the password any time after the registration process is completed. The User commits to safeguard password and User Account Data from the access of third parties and is the one to determine the best way to save this data and take steps to prevent it from being discredited. In case of loss or discrediting the password and/or the User Account Data as well as in cases when third parties illegally obtain access to the User's Personal Cabinet, the User has to inform Bitinterpay OÜ about these circumstances by contacting the technical support team (info@bitinterpay.com). Until Bitinterpay OÜ receives the corresponding message, all the actions made from the User Personal Cabinet will be considered as made by the proper User as the holder of the Account.

The User has the right to hold and use only one Personal Cabinet and cannot use two or more Personal Cabinets. Such actions will be considered as violation of this Agreement.

While using the Chat, the User is prohibited to:

- insult and threaten other users and/or Bitinterpay OÜ staff. This is considered as a direct violation of the rules of chat use and may result in a permanent ban of the User;
- use any forms of obscene language;
- make statements stirring up to international, racial hatred, containing violence propaganda or offending religious feelings of other Users;

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- send any kind of external links;
- text messages in capital letters only;
- repeatedly text the same information or constantly repeat the same phrase;
- advertise products or services of other companies;
- provide false or misleading other Users and / or employees of Bitinterpay OÜ.

3. SUBJECT OF THE AGREEMENT

3.1. The subject of this agreement are services for purchase and sale and exchanging of virtual currencies via p2p-payments between individuals, as well as other services described in Bitinterpay OÜ window.

3.2. Payment systems and/ or financial institutions are only responsible for the funds entrusted to them by the User. Bitinterpay OÜ cannot be a party to the agreement between the Payment system and/ or the financial institution and the User. Bitinterpay OÜ is not responsible for the improper or unauthorized use of the Payment System's capabilities by the User, as well as for the User's abuse of the functionality of the Payment system. The reciprocal rights and obligations of the User and The Payment System and/ or the financial institution are governed by the relevant agreements.

3.3. Any completed transaction for the purchase and sale and exchange of digital currency, as well as another operation offered by Bitinterpay OÜ to the User is considered not to be cancelled. For instance, it cannot be cancelled by the User after its completion, namely the receipt by the User of the money due to him/her under previously accepting terms of the transaction, expressed in virtual or fiduciary form.

3.4. Bitinterpay OÜ is entitled to suspend or cancel the operation that is being performed if information comes from the authorized bodies about the unauthorized possession of the User by digital currencies or financial means and/ or other information making the Service to be impossible to provide for the User.

3.5. Bitinterpay OÜ is entitled to suspend or cancel the ongoing operation if the User

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violates the terms of this agreement. Bitinterpay OÜ can refuse to continue to provide service the User without the explanation the reason for this decision.

3.6. Bitinterpay OÜ is entitled to cancel the current operation and return the virtual currencies and/ or fiduciary funds contributed by the User without explaining the reasons of this decision.

3.7. The User shall:

- exclude any possible aiding and abetting in illegal trade and any other illegal transactions using the services of Bitinterpay OÜ;
- exclude any possible aiding and abetting in the conducting of financial fraud, not use Bitinterpay OÜ to create and distribute fraudulent and / or other unlawful schemes, incl. third parties, as well as commit other acts that are contrary to the law and legal norms;
- exclude any actions in the practical activity towards Bitinterpay OÜ use the implementation of which may cause direct or indirect harm to the fight against money laundering and legalization of illegally obtained funds, as well as other crimes.

3.8. Bitinterpay OÜ shall take all possible and accessible actions to prevent attempts of illegal trade, financial fraud and money laundering using the services of Bitinterpay OÜ. The specified actions include, in particular:

- providing all possible assistance to law enforcement agencies in the search for and capture of guilty persons engaged in illegal activities on money laundering.
- providing of information related to the processing of Bitinterpay OÜ to the competent authorities in accordance with the current legislation;
- Improvement of Bitinterpay OÜ to prevent it from the direct and indirect activities opposite to legislation aimed at combating illegal trade, financial fraud and money laundering;
- following the policy of AML and KYC.

3.9. Service is entitled to change the conditions of the Loyalty Program and the Affiliate Program according to its view.

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4. SERVICES PROVIDED

4.1. Ordering the services of Bitinterpay OÜ and obtaining information about the progress of the transaction by the User are made only through contacts with Bitinterpay OÜ representative using the chat online support or email.

4.2. Bitinterpay OÜ offers its services without a break for lunch. Bitinterpay OÜ will strive to ensure you that the services are provided without days off and for the maximum number of hours per a day.

4.3. You can order the services of Bitinterpay OÜ by sending the Application through the Internet site <https://bitinterpay.com>, (including mobile app).

4.4. Management of the process of purchase and sale or exchange, as well as, obtaining of the information about the progress of the service by the User, is processed using the appropriate user interface located on the Internet site <https://bitinterpay.com>.

4.5. Using the services of Bitinterpay OÜ, the User confirms that he legally owns and manages financial fiduciary funds and virtual currencies participating in the relevant Payment.

4.6. Service for the Exchange of virtual currency or fiduciary funds.

4.6.1. Preparing the Application the User instructs and the Service on its own behalf and at the expense of the User makes an exchange of the virtual Currency or the Fiduciary Funds of one Payment System to the virtual Currency or the fiduciary means of another Payment System selected by the User.

4.6.2. The User shall transfer (forward) the virtual or fiduciary currency in the amount specified in the Application, and the Service, upon receipt of the corresponding virtual or fiduciary currency, shall transfer (forward) to the User the relevant digital or fiduciary currency, calculated at the Rate and in accordance with the Bitinterpay OÜ tariffs.

4.6.3. The amount of Bitinterpay OÜ fee is reflected in the Application and is confirmed by the User on one of the pages of the user interface when completing the Application.

4.6.4. The responsibility of Bitinterpay OÜ to transfer (forward) virtual or fiduciary

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currency to the User is considered to be completed at the time of writing off the virtual or fiduciary currency in the relevant Payment System from Bitinterpay OÜ account, which is recorded in the history of operations of the respective Payment System.

4.7. Service for the sale of virtual or fiduciary currency to the User.

4.7.1. By preparing the Application, the User instructs and Bitinterpay OÜ, on its own behalf and at the expense of the User, takes actions to acquire and transfer the virtual or fiduciary currency to the User.

4.7.2. The amount of Bitinterpay OÜ fee for these actions is reflected in the Application and confirmed by the User on one of the pages of the user interface.

4.7.3. Within the time limit (depending on the exchange direction) from the moment of receiving the funds from the User, in the amount indicated in the relevant Application, the Service shall transfer (forward) the received virtual or fiduciary currency to the requisites and in the amount specified by the User in the Application if this do not interfere with force majeure.

4.7.4. Bitinterpay OÜ is entitled to cancel the application for the purchase of digital or fiduciary currency created by the User, if payment for such an application has not arrived to the settlement account of the service after 20 (twenty) minutes from the date of the preparing of such an application.

4.7.5. The responsibility of Bitinterpay OÜ to transfer (forward) the Received Virtual or Fiduciary Currency to the User is considered to be completed at the time of writing off the virtual or fiduciary currency in the relevant Payment System from Bitinterpay OÜ account, which is recorded in the history of the respective Payment System operations.

4.8. Service for buying the virtual or fiduciary currency from the User.

4.8.1. By preparing the Application, the User instructs, and Bitinterpay OÜ on its own behalf and at the expense of the User, buys the virtual or fiduciary currency from the User, and also performs actions to transfer the money equivalent to the User in the amount specified in the Application.

4.8.2. Within the time-limits (depending on the direction of exchange) from the moment

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of receiving the digital or fiduciary currency from the User, in the amount specified in the relevant Application, Bitinterpay OÜ shall transfer to the User the monetary equivalent of the listed virtual or fiduciary currency chosen by the User when preparing the Application.

4.8.3. The amount of Bitinterpay OÜ fee for these actions is reflected in the Application and is confirmed by the User on one of the pages of the user interface.

4.8.4. The responsibility of Bitinterpay OÜ to transfer the monetary equivalent of the transferred virtual or fiduciary currency shall be considered to have been completed at the time of writing off the corresponding amount from Bitinterpay OÜ account.

5. ADDITIONAL CONDITIONS FOR THE PROVIDING OF SERVICES

5.1. In the case of non-receipt from the User of the virtual or fiduciary currency by Bitinterpay OÜ within 20 (twenty) minutes from the date of the Application, Bitinterpay OÜ is entitled to cancel such Application. The virtual currency or fiduciary funds received after the above-mentioned period shall be returned to the payer's requisites. When making a refund, all fee expenses for the transfer are made from the received funds at the expense of the User.

5.2. In the case of receipt of the digital or fiduciary currency from the User by Bitinterpay OÜ in an amount different from that specified in the Application, Bitinterpay OÜ considers it as an instruction by the User to make a recalculation on the application in accordance with the actually received amount of virtual or fiduciary currency. In case that the amount of Electronic Digital Asset or funds received is different from that declared by the User more than 10%, Bitinterpay OÜ can unilaterally cancel the Application and return the received funds to the payer's requisite details. When making a refund, all fee expenses for the transfer of funds are made from the funds received at the expense of the User.

5.3. If Bitinterpay OÜ does not complete the conditions for sending the digital or

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fiduciary currency under the Application for the details specified by the User within the time-limits. The User has the right to demand the return of the Electronic Virtual Asset or monetary funds in full, except for the cases specified in this Agreement. The demand for the return of virtual or fiduciary funds can be executed by Bitinterpay OÜ only if, at the time of receipt of such a request, the cash equivalent was not sent to the details specified by the User. The increase in the term for the transfer of virtual or fiduciary funds may be caused by the processing conditions for the applications of individual Payment Systems, in this case the Service does not bear responsibility and no refund is made.

5.4. The rate of virtual or fiduciary currency is fixed by Bitinterpay OÜ no longer than 20 (twenty) minutes from the time of the preparing of the Application. If the User has made a payment after 20 (twenty) minutes, the Service automatically updates the rate. If the User does not agree to process the operation for the updated course, Bitinterpay OÜ shall return virtual or fiduciary funds. All fee expenses for the transfer are made from the received funds at the expense of the User.

5.5. When exchanging or selling virtual currency, the User shall indicate the appropriate fee recommendation for the network. Bitinterpay OÜ does not guarantee the execution of a transaction of purchase or sale or exchange within the time limits established by this Agreement, if the conditions for fee by the User are not met. If specified by the User Committee is not sufficient to confirm a transaction of more than 12 hours, Bitinterpay OÜ reserves the right to change the exchange rate at the time of the actual confirmation of this.

5.6. Special conditions of some Payment Systems:

- Bank payments are processed by Bitinterpay OÜ within 24 hours, if necessary, Bitinterpay OÜ may require Verification of the client's card (account);
- If the Application using the digital currency (Bitcoin, Ethereum and others) is completed, no refunds are possible;
- If the amount of the digital currency sent by the User (Bitcoin, Ethereum and others)



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is less than 0.0010 in equivalent, the money is not refund;

- Bank makes transfers within Visa/ Mastercard are deposited instantly in most cases, but in some cases can take up to 5 working days.

6. COST OF SERVICES

6.1. Tariffs are determined by the Administration of Bitinterpay OÜ and published on website <https://bitinterpay.com>. The Administration of the Service may change Bitinterpay OÜ tariffs without further notifications.

6.2. In addition to the established rates, the User also reimburses all additional costs for postage, telephone, fax, etc., which arose in the course of business relations with Bitinterpay OÜ.

7. TAXIFICATION

7.1. Bitinterpay OÜ is not a tax agent for the User and will not notify the user of its tax costs. The User undertakes to pay independently all taxes required under the tax laws of his country of residence.

7.2. If the authorities require from Bitinterpay OÜ to pay the User's taxes or cover the debts resulted in the User's refusal to pay taxes, the User agrees to reimburse Bitinterpay OÜ for all such payments.

8. GUARANTEES AND RESPONSIBILITY OF THE PARTIES

8.1 Bitinterpay OÜ provides its services on an "as it is" basis as they are described on the pages of Bitinterpay OÜ website <https://bitinterpay.com> and does not offer any additional guarantees.

8.2. Bitinterpay OÜ guarantees the fulfillment of obligations to the User only within the

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amounts entrusted to Bitinterpay OÜ by the User for the performance of a transaction of purchase and sale and of the exchange.

8.3. Bitinterpay OÜ will put all its efforts but does not guarantee that its services will be available 24/7 and daily. Bitinterpay OÜ does not bear any responsibility for losses, unearned profit and other costs of the User resulted in the inability to access the site and services of Bitinterpay OÜ.

8.4. Bitinterpay OÜ does not bear any responsibility for losses, unearned profits and other costs of the User, resulted in delays, errors or failures in conducting bank payments or electronic transfers.

8.5. Bitinterpay OÜ does not bear any responsibility for losses, unearned profits and other costs of the User resulted in wrong expectations of the User regarding the tariff rates of Bitinterpay OÜ, profitability of transactions and other subjective factors.

8.6. Bitinterpay OÜ does not bear any responsibility and does not compensate losses in the event of an imperfect exchange due to specified details incorrectly when processing the application by the user and does not undertake to carry out actions to return such funds.

8.7. The User guarantees the compensation for losses of Bitinterpay OÜ (head of the company, managers and employees) in cases of lawsuits or claims directly or indirectly related to the use of Bitinterpay OÜ by the User, except for damages caused by the guilty (deliberate or careless) actions of Bitinterpay OÜ itself.

8.8. The User guarantees that he is the owner or has permitted cause for disposition of the amounts used in his transactions.

8.9. The User shall not falsify the communication flows associated with the operation of the Service.

8.10. The User acknowledges that the contents of Bitinterpay OÜ website are under the protection of the legislation, namely on the protection of property rights, intellectual property and copyrights. Unauthorized use of this content is illegal.

8.11. The User guarantees its non-participation in any fraudulent schemes and has no

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claims to the service in case of a payment.

8.12. The User undertakes not to abuse the actions of the bonus and affiliate programs of Bitinterpay OÜ and the services friendly to him, and also not to create systematically intentionally unpaid orders.

8.13. The user is obliged to indicate in the note to the payment the prescribed information. If such a comment is not available, the service reserves the right to initiate a refund procedure. In case of suspicion of fraudulent origin of payment, a refund can be made through the payment system support service and take up to 6 days.

8.14. Any procedure for refunds for any reason can take from 30 minutes to 7 calendar days, depending on the payment system.

8.15. Bitinterpay OÜ prohibits exchanges for accounts of third parties. We are not responsible for the actions of these individuals after receiving the funds from our exchange service. Conduct transactions only with wallets and accounts you have full access to.

9. FORCE MAJEURE

9.1. Neither the User nor Bitinterpay OÜ will be responsible for delays or failure to fulfill their obligations resulted in the occurrence of force majeure circumstances, including natural disasters, fire, flood, terrorist acts, power shifts, civil unrest, and the non-operation of Payment Systems, Systems power supply, communication networks and Internet service providers.

10. CONCLUDING PROVISION

10.1. The Parties have concluded this Agreement in electronic form and recognize it as equivalent in legal force to a contract concluded in writing way.

10.2. Bitinterpay OÜ is entitled to send the User to the e-mail specified by him the

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information on the status of the exchange process, as well as other information, including the information of advertising.

10.3. All disputes and disagreements that have arisen or may arise from this Agreement shall be resolved through negotiations on the basis of a written application of the User. Any Party has the right to appeal for resolution of the dispute to the court at the location of Bitinterpay OÜ.

Information on the site, including graphic images, text information, program codes, etc. is the property of the <https://bitinterpay.com> and is protected by copyright laws. Each case of unauthorized copying (full or partial) can be prosecuted under the current legislation.

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