

# Terms and Conditions

Last Updated: January 2026

## 1. Agreement to Terms

These Terms and Conditions constitute a legally binding agreement made between you whether personally or on behalf of an entity (“you”) and CFPay (“we,” “us,” or “our”), concerning your access to and use of the CFPay application and related services (the “Platform”).

**BY CONNECTING YOUR WALLET OR USING OUR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS.**

## 2. Nature of the Service

CFPay is a non-custodial software interface that allows users to interact with decentralized blockchains (e.g., Solana, EVM networks). \* **Non-Custodial:** We do not have custody, possession, or control of your digital assets at any time. We are not a bank, custodian, or exchange. \* **No Fiduciary Duty:** The Platform is purely a technological tool. No fiduciary relationship exists between you and us.

## 3. User Responsibilities

You represent and warrant that you: 1. Are of legal age to form a binding contract. 2. Are not located in a jurisdiction where the use of the Platform is prohibited or restricted (“Prohibited Jurisdiction”). 3. Will not use the Platform for any illegal activity, including but not limited to money laundering, terrorist financing, or sanctions evasion. 4. **Private Key Security:** You are solely responsible for the security of your wallet credentials (private keys, seed phrases). You understand that losing these credentials results in the permanent loss of access to your assets. We cannot recover lost keys.

## 4. Assumption of Risk

By using the Platform, you acknowledge and accept the risks associated with cryptographic systems: \* **Volatility:** The prices of digital assets are extremely volatile. \* **Technical Risk:** Blockchains are subject to congestion, forks, and technical failures. Smart contracts may contain bugs or vulnerabilities. \* **Regulatory Risk:** Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of digital assets.

**WE DO NOT PROVIDE FINANCIAL, INVESTMENT, OR LEGAL ADVICE.**

## **5. Intellectual Property**

Unless otherwise indicated, the Platform is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform (collectively, the “Content”) are owned or controlled by us or licensed to us.

## **6. Prohibited Activities**

You may not access or use the Platform for any purpose other than that for which we make the Platform available. Prohibited activities include: \* Circumventing, disabling, or interfering with security-related features. \* Using the Platform for any illegal or unauthorized purpose. \* Attempting to bypass any measures of the Platform designed to prevent or restrict access. \* Using a buying agent or purchasing agent to make purchases on the Platform. \* Using the Platform to send unsolicited advertising or spam.

## **7. Limitation of Liability**

**TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE PLATFORM.**

The Platform is provided on an “AS-IS” and “AS-AVAILABLE” basis. We make no warranties regarding the accuracy, reliability, or availability of the Platform.

## **8. Indemnification**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys’ fees, due to or arising out of: (1) your use of the Platform; (2) breach of these Terms; or (3) your violation of the rights of a third party.

## **9. Governing Law**

These Terms shall be governed by and defined following the laws of [jurisdiction, e.g., “international law” or specific country if applicable]. You irrevocably consent that the courts of [jurisdiction] shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

## **10. Modifications**

We reserve the right to change or modify these Terms at any time. We will alert you about any changes by updating the “Last Updated” date of these Terms. Your continued use of the Platform represents your acceptance of such changes.