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Terms of Business

Effective Date: 31 March 2025
Last Updated: 11 December 2025

Welcome to Kwiikpay ("we", "us", or "our"). These Terms of Business ("Terms") govern your access to and use of our website, mobile applications, products, and services (collectively, the "Services").

Please read these Terms carefully before using our Services. By accessing or using any part of the Services, you agree to be bound by these Terms. If you do not agree to all of the Terms, you may not access or use the Services.

Definitions

"Account" means a user account registered with KwiikPay to access the Services.

"Applicable Law" means the laws of Poland and the European Union relevant to crypto-assets, consumer protection, AML/CTF and electronic commerce.

"VASP" means a Virtual Asset Service Provider regulated under applicable Polish/EU law.

"Crypto-Asset" means any digital asset, token or cryptocurrency supported by KwiikPay of which, may choose at its discretion to support within its services. This definition does not imply that KwiikPay supports all crypto-assets or offers any specific crypto-asset service, unless expressly stated.

"Fiat Currency" means government-issued legal tender (e.g. GBP, EUR).

"Force Majeure Event" has the meaning set out in Clause 17.

"KYC/KYB/AML Requirements" means due-diligence obligations under Polish and EU Anti-Money Laundering and Counter-Terrorist Financing legislation.

"Services" means the crypto services, OTC processing, rate comparison tools and related offerings available on our website: https://kwiikpay.io

"Third-Party Services" means but not limited to, a licensed bank, exchange, wallet provider, PSP, FX data provider or service provider not controlled by KwiikPay with further details under clause 7.

Introduction

This is a contract between you and KwiikPay SP z.o.o. (hereinafter referred to as KwiikPay), a VASP (Virtual Asset Service Provider) registered as a Polish Financial-Technology business with a seat in Lodz, 116/52 Piotrkowska, 90-006, Lodz, Republic of Poland (RDWW-1108) and applicable under Polish and European Union laws.

1. Eligibility

By using the Services, you confirm that you are at least 18 years old (or the age of legal majority in your jurisdiction), capable of entering into a legally binding agreement, residing in a supported country for the accessibility of KwiikPay Services and willing to provide any current valid Identification documents that we request to meet KYC/AML Regulatory Requirements.

2. Competitive Rates

We strive to offer competitive exchange rates and may provide an adjustment when a verified rate is presented.

Quote Validity: Competitor quotes must be valid and not older than 1 hour from the time of presenting to Kwiikpay for price matching. This excludes periods around high impact news events in the UK/EU/USA. Kwiikpay reserves the right to decline price matching if extreme market news has abnormally affected exchange rates.

Maximum Amount: A Price match guarantee applies to transfers up to a maximum of £25,000 per transaction. The company may at its sole discretion, price match to eligible transactions up to a maximum value of £25,000.

Valid Quote Required: You must provide a valid, verifiable quote from a recognized UK-regulated financial services provider offering foreign currency transfers.

Same Transfer Conditions: The competitor quote must be for the same transfer amount, currency pair and delivery method.

Verification Process: Kwiikpay reserves the right to verify the authenticity of competitor quotes before processing the price match.

How it works: Simply present your competitor's quote within 1 hour of receiving it, and we'll match their rate plus pay you any difference. It's that simple!

3. Account Registration

To use the features of our services, you will be required to create an account in-line with Know Your Customer (KYC) and Know Your Business (KYB) regulatory requirements and accept our Terms of Agreement. As part of our registration process, you must provide currently valid Identification documents as part of the verification process of your Identity and Business for detection against any Financial Crime types including Anti-Money Laundering, Counter-Terrorist Financing, Fraud, Bribery and Corruption and permit us to keep a record of such information.

The information we request may include personal information including but not limited to, your name, address, Date of Birth, Government Identification Number, information regarding your bank account (bank name, account type etc.) and company information such as Company Registration, Tax Registration etc.

Additionally, we may periodically request further information from you to protect you and / or us against Financial Crime, Fraud and other types of illicit activity. Failure to provide such reasonably expected information for such purposes including to combat Anti-Money Laundering, Counter-Terrorist Financing, Bribery and Corruption, Fraud and other financial crime regulations (including but not limited to, statutes and common law), KwiikPay may suspend or close your account in accordance with Polish, European Union (EU), and other applicable laws and regulatory requirements.

You agree to:

- Provide accurate, current, and complete information during registration
- Maintain the security of your account credentials
- Notify us immediately of any unauthorized access or use of your account

You are solely responsible for all activities that occur under your account.

4. Use of Services

You agree to use the Services only for lawful purposes and in accordance with these Terms. You must not:

- Use the Services in any way that violates applicable laws or regulations
- Attempt to gain unauthorized access to any part of the Services or systems
- Interfere with or disrupt the integrity or performance of the Services

We reserve the right to suspend and / or terminate your access to KwiikPay's Services if you violate these Terms.

5. Fees and Payments

Some features of the Services may require applicable fees. If you choose to use paid features, you agree to the pricing, payment terms, and billing practices described at the time of purchase and shall be paid in the applicable Fiat Currency. To make a trade, you must first submit an order through the services we provide. Any pricing and rates would have been agreed upon prior to execution of the trade. Once you submit the order, you authorise us to execute the transaction in accordance with the agreed trade. KwiikPay is not held liable for rates or pricing outside of either outside of the agreed trade and / or outside of the executed trade. Clause 9 of this Terms of Business and its subsections also applies here.

KwiikPay will provide you with the agreed trade details and confirmation of said fully executed trade. KwiikPay is not liable nor will be held liable for any price fluctuations of Crypto Assets or Fiat balances. KwiikPay may, at its sole discretion, reject any trade or transaction, whether confirmed by you or not; KwiikPay will not be held liable for any rejection of trade or transaction.

All payments are non-refundable except where required by law. KwiikPay reserves the right to pursue any financial losses suffered due to you filing a chargeback procedure with your Bank. These can include any fees levied by the card payment processing provider, card schemes and / or monetary value of the Cryptocurrencies (a type of a Crypto-Asset).

6. Intellectual Property

6.1 All content, trademarks, logos, and intellectual property related to the Services are the property of Kwiikpay or its licensors. You may not copy, imitate, reproduce, distribute, or use any part of the Services without prior written permission or any third party's copyright, trade secret, patent and / or other intellectual property rights or rights of publicity or privacy.

6.2 No Data Mining, Web Scraping or Text

You shall not facilitate, conduct, permit or authorise any text or data mining or web scraping in relation to our website or any of our services provided via or in relation to our site. This includes using (or authorising, attempting or permitting the use):

a. any "robot", "spider", "bot", "scraper" and / or other automated device, program, tool, artificial intelligence-created, machine learning-generated, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same; or

b. any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions and content in this clause, specifically to clause 6.2 is to be treated as an express reservation of our rights under in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive (EU) 2019/790).

7. Third-Party Services

The Services may include links or integrations with third-party services. We are not responsible for the

institutions and for comparable rates only. Whilst we strive for accuracy and timely updates, KwiikPay makes no representations or warranties (stated in clause 8: Disclaimers) regarding the reliability, accuracy and / or availability of these rates. Users are encouraged to verify these rates directly with the relevant third-party provider prior to commencing to transact.

KwiikPay is not responsible for any losses incurred due to reliance on the information provided herein. KwiikPay does not endorse nor control these third-party service providers. If you receive communication(s) from such third-party services, you are at your own risk to continue their communication channel subject to their terms and policies.

8. Disclaimers

The Services are provided on an "as-is" and "as-available" basis. We make no warranties or representations about the accuracy, reliability, or completeness of the Services. To the fullest extent permitted by law, we disclaim all warranties, expressed and / or implied.

9. Limitation of Liability

To the maximum extent permitted by law, neither Kwiikpay nor its directors, employees, contractors, freelancers or agents shall be liable for any indirect, incidental, consequential, or punitive damages, or for any loss of profits, revenue, or data, arising out of or in connection with your use of the Services and / or any losses or damage sustained by you as a direct or indirect result of the provision by KwiikPay or its services.

9.1 KwiikPay shall not be liable for loss of opportunity, loss of cryptocurrency (9.2), claims by third parties, consequential damage or loss howsoever caused even by breach of contract and / or KwiikPay's negligence, reasonably foreseeable loss or advised possible loss for KwiikPay.

9.2 KwiikPay shall not be liable to any losses incurred either directly and / or indirectly with the use of Cryptocurrencies including currency fluctuations, rate spread changes at / or after agreed executed order, regulatory or legislative changes, unknown inherent technical defects, regulatory recourse for any losses from such transactions wallet address errors, volatility. This also includes but is not limited to, unsolicited payments sent to KwiikPay wallets that are non-refundable unless KwiikPay chooses to refund them voluntarily. All transactions are final and irreversible, once executed.

9.3 KwiikPay shall not be liable against Force Majeure events. Force Majeure means extraordinary events and / or circumstances beyond the control of either party to the contract with KwiikPay, beyond the control of persons, beyond the control of KwiikPay that is reasonably foreseen (in pursuant to 9.1) when the contract was former and whose effects cannot be avoided by appropriate measures. Such events make performance of contractual obligations impossible and / or significantly hinders any form of possibilities to fulfil contractual obligations. Events such as natural disasters (earthquakes, floods, hurricanes, typhoons, cyclones, any other forms of seismic activity and geological natural disasters), war, terrorism, riots, governmental actions, labour disputes, transport disputes, sanctions, embargoes, epidemics, pandemics, cyber-attacks constitute to Force Majeure.

9.4 KwiikPay shall not be liable for any damage, direct or indirect from resulting from computer viruses, spyware, trojan horses, worms, scareware, phishing, malware and all other forms of computer viruses. We have no responsibility for you to use a reputable anti-virus screening and prevention software including but not limited to, internet connection(s), software, hardware, device failures; this is your responsibility to identify an appropriate said software, hardware, devices etc and any form of failures caused by your own internet connection(s), software, hardware, device failures, KwiikPay will not be held liable for such losses. You should also take care to review messages and / or communication purporting to originate from KwiikPay.

9.5 KwiikPay shall not be liable for loss, delay or unavailability of funds resulting from AML investigations, regulatory freezes or law enforcement actions.

9.6 KwiikPay shall not be liable for any losses, whether directly or indirectly for losses arising from fraudulent or unauthorized actions of the Customer's employees, contractors, agents or authorised users. KwiikPay shall not be held liable for any losses, whether directly or indirectly arising from access and / or actions of customer accounts from unauthorised access, identity theft, fraud, cyber-attacks, phishing and all other related cybersecurity threats, actions and activity but not limited to, information security in accordance with clause 9.4 of this Agreement.

9.7 KwiikPay is not responsible nor liable for the actions or failures of third-party banks, payment processors, exchanges, wallet providers, third party service providers, third party outsourcing, agents, intermediaries, contractors, sub- contractors and all other third parties including but not limited to, clause 7 of KwiikPay's Terms of Business.

10. Operational Resilience

10.1 KwiikPay implements and maintains robust and rigid operational resilience measures, in compliance with applicable regulations and standards. This includes ICT Management and Business Continuity with Incident response procedures in place to ensure the safety, security and integrity of IT Systems.

In the event of major ICT-related incidents that may impact the functionality and / or availability of the services, we will act with due diligence in accordance with the Company Information Security, Cybersecurity Policies and its procedures to mitigate such incidents and threats and in-line with regulatory requirements.

10.2 You acknowledge and agree that certain elements of the services we provide may be supported by third party ICT providers or their sub-contractors and in-line with clause 7 of this Agreement. Such subcontracting and / or use of third parties are subject to contractual arrangements.

10.3 KwiikPay does not accept nor is held liable for disruptions or losses resulting from ICT-related incidents such as cyberattacks, phishing, third party outage, gross negligence or wilful misconduct caused either directly or indirectly by such subcontractors or third parties related to ICT systems and operations and in-line with clause 9 and any of its subsections of this Agreement. Nevertheless, KwiikPay remains responsible for the business continuity, incident response and recovery measures in-line with the Company policies and procedures and applicable regulatory requirements.

10.4 Linking to Our Site

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site and services, other than our homepage.

You must not establish a link in such a way that it endorses, promotes, suggests a form of association or approval on our part or on behalf of us where none exists including but not limited to, financial promotions and advertisements.

You may link to our website homepage in a way provided that it is legal and fair which does not damage our reputation, take advantage of or promote.

11. Indemnification

You agree to indemnify, defend, and hold harmless Kwiikpay and its affiliates, officers, directors, and employees from any claims, liabilities, damages, and expenses (including legal fees) arising out of your use of the Services or your violation of these Terms.

12. Termination

We reserve the right to suspend, freeze or terminate your access to the Services at any time, with or without notice, for any reason, including breach of these Terms including but not limited to:

12.1 Suspected Fraudulent Activity

We have concerns that a transaction(s) is erroneous and reasonably suspect that KwiikPay's services are being fraudulently used in an unauthorised, fraudulent and / or illicit manner pertaining to Anti-Money Laundering, Counter-Terrorist Financing, Fraud and all other forms of Financial Crime Regulations, Standards and / or Guidance.

12.2 Protection of Reputation

We reasonably believe and have reasonable grounds to do so to protect us and our reputation.

12.3 Breach of Agreement

We reasonably suspect you are in breach of this agreement and / or breaching this agreement.

12.4 Legal Requirements

We are in our reasonable judgement and / or opinion required to do so by applicable law, regulation or any court or other authority to which we are subject to in any jurisdiction.

12.5 Legal Proceedings

Use of your KwiikPay account is subject to any pending litigation, investigation or government proceeding(s) and / or we reasonably perceive heightened risk(s) of legal or regulatory non-compliance associated with your KwiikPay account.

12.6 Circumvention of Controls

We reasonably believe and or have reasonable grounds you take any action that seeks to circumvent our controls such as opening multiple KwiikPay accounts (more than one) and / or abusing promotions which we may offer from time to time.

12.7 Failure to Provide Documentation

You fail to provide documentation that KwiikPay (and / or any third party services we use in providing the services to you under this Agreement) requests in-line with Know Your Customer (KYC), ongoing account review (such as Funding, Identity of Individuals, Business Operations etc.), submission of additional information (enhanced due diligence) to ascertain, verify and be reasonably satisfied that your account is in-line with your expected activity to meet it's obligations under applicable laws and regulatory requirements.

12.8 Account Security

We reasonably believe and have reasonable grounds deemed necessary to protect the security of the account, including in circumstances of account details being lost, stolen and / or hacked.

12.9 Account Balances

When we suspend, freeze and / or terminate your account with KwiikPay, any monies accrued to us, you are liable to redeem to us including all fees and charges. Any monies within the balance.

13. Changes to the Terms

We may update these Terms from time to time. If we make material changes, we will provide notice via our website or email. Your continued use of the Services after the changes become effective means you accept the updated Terms.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Poland, without regard to its conflict of law principles. Any disputes arising under these Terms will be resolved in the courts of Poland.

15. Taxes

We are not responsible nor liable for any taxes applicable and / or making payments on behalf of you and providing any reports of taxation related to you. You are responsible to determine whether any relevant taxes are applicable to any transactions associated with the services of KwiikPay. You must report, collect, withhold and remit the correct amount(s) of taxes appropriate to the relevant tax authorities.

16. Data Protection

17. Contact Us

If you have any questions about these Terms, please contact us at:

Kwiikpay
Email: info@kwiikpay.io
Address: Kwiikpay 116/52 Piotrkowska Street, 90-006, Łódź, Republic of Poland

VASP Licence Number: 0001074323 / 7252338222
This Financial Promotion has been approved by Zeyro LTD (FRN 1001386) on March 31, 2025.

KWIIKPAY

Cross-border payment infrastructure for individuals and businesses. Multi-currency accounts, same-day settlement, and embedded payment solutions.

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See our reviews on Trustpilot

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KwiikPay Sp. z o.o. is registered as a Virtual Asset Service Provider in Poland (RDWW-1661) under the Act on Counteracting Money Laundering and Terrorism Financing, and as a Money Services Business with FINTRAC (Canada). MiCA Crypto-Asset Service Provider authorisation in progress. KwiikPay does not provide investment advice. Cross-border payments involve currency conversion and settlement risk.

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KWP Finance Limited holds a MSB License in Canada with the Registration Number: **C100000942**