

# INSTIX PAY TERMS AND CONDITIONS

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## 1. Introduction

Welcome to **instiXPay** ("instiX", "we", "us", or "our"). instiXPay is a technology solution developed and operated by **instiX Global Polish LLC**. instiXPay provides payment -settlement own name IBAN bank account system integrating financial technology and payment facilitation layers to offer seamless connectivity with banks, e-money institutions (EMIs), and payment processors.

## What We Do

instiXPay enables businesses and financial institutions to access a **secure, scalable, and efficient financial ecosystem**. Through our technology, clients can connect with **regulated banking partners, EMIs, and financial service providers**, facilitating payments, client-name IBAN accounts, foreign exchange.

## What We Are Not

instiXPay is **not a bank, e-money institution, or credit institution**. We do not **hold, safeguard, or manage client funds** directly. Instead, we **act as a technology enabler**, relying on **licensed third-party institutions** to process and execute transactions. All funds are held securely with **Delos financials** ensuring compliance with applicable laws and financial regulations.

## Your Agreement

By accessing or using our platform and services (the "Services"), you agree to comply with these **Terms and Conditions** ("Terms"). These Terms outline the rights, responsibilities, and obligations between instiXPay and its users. If you **do not agree** to these Terms, please refrain from using our Services.

At instiXPay, **security, transparency, and compliance** are at the core of our operations. We strive to provide a **reliable technological solution** that supports businesses with seamless payment and banking solutions through our **trusted network of partners**.

For more information or support, please contact us at **support@instiXpay.io**

## 2. Company Overview

### 2.1 About instiXPay

instiXPay is a **technology platform** designed to facilitate seamless access to **payment services, client named bank accounts, and banking layers** through a network of **regulated financial institutions**. Operated by **instiX Global Polish LLC**, instiXPay provides a payment -settlement own name IBAN bank account system that integrates financial technology with partner institutions to offer **secure, efficient, and scalable** financial solutions.

instiXPay serves as a **technology facilitator** rather than a direct provider of financial services. Our platform enables businesses and financial institutions to **access and integrate with regulated banking and EMI partners**, allowing them to streamline transactions, manage client nameaccounts, and conduct payments efficiently.

### 2.2 instiXPay's Role in Financial Services

instiXPay provides a **secure and compliant technology layer** that connects businesses with regulated financial institutions. Our platform enables:

- **Client name IBAN creation and management** through partner banks and EMIs.
- **SEPA, SWIFT, and cross-border payments** using licensed financial institutions.
- **Foreign exchange (FX) transactions** through authorized providers.
- **Crypto-to-fiat on/off-ramping** via regulated partners.

However, **instiXPay is not a bank, e-money institution (EMI), or credit institution**, and it does not hold or manage client funds. Instead, all funds are securely held and processed by **licensed financial institutions** that operate under their respective regulatory frameworks.

**Our role is to provide technology and solution; financial transactions are executed by our partners in compliance with applicable laws and regulations.**

### 2.3 Delos Financial's Role & Responsibilities

instiXPay's technology and operational framework are powered by **Delos Financial**, a **leading financial technology provider** that supplies the **software, platform architecture, and licensing framework** supporting instiXPay's solution. Delos Financial plays a critical role in:

- **Developing and maintaining** a robust and secure financial technology platform.

- **Ensuring compliance** with financial regulations through its technology solution.
- **Providing API and platform connectivity** to facilitate seamless integration with financial institutions.
- **Supporting risk management, security, and fraud prevention measures** for transactions processed through the platform.

As a **regulated Money Services Business (MSB)** registered with FINTRAC in Canada, Delos Financial adheres to **anti-money laundering (AML)** and **know-your-client (KYC)** standards to maintain compliance in its operations.

For a comprehensive overview of **Delos Financial's terms, responsibilities, and policies**, please review the [Delos Terms and Conditions](#).

## 2.4 Fund Management and Partner Institutions

Since instiXPay is a technology provider, all **funds and financial transactions** are managed by **regulated partner banks, EMLs, and custodians**. These institutions are responsible for:

- **Holding client funds in secure and compliant accounts.**
- **Processing payments, currency exchanges, and financial transactions.**
- **Complying with global AML, KYC, and financial regulatory requirements.**

By using instiXPay, users acknowledge that all **financial transactions and fund-related responsibilities** lie with the **respective partner financial institutions** that facilitate the transactions. instiXPay **ensures a secure and reliable solution** for accessing these services but does not manage client funds directly.

## 2.5 Liability and Risk Disclaimer

instiXPay and Delos Financial are committed to **maintaining high security, compliance, and operational standards** in facilitating financial technology solutions. However, users must understand that:

- **instiXPay does not act as a financial institution or custodian of funds.**
- **Funds are managed by licensed third-party financial institutions.**
- **Delos Financial provides the technology solution but does not hold client assets.**

Any **claims, disputes, or responsibilities related to financial transactions** must be addressed with the respective **partner bank, EML, or financial service provider** executing the transaction.

For additional legal and operational details on Delos Financial's responsibilities, please review the [Delos Terms and Conditions](#).

### 3. Services and Terms

#### 3.1 Services Provided

instiXPay facilitates access to a range of financial services through its **regulated partner institutions**, including:

- **Client nameIBAN accounts** for streamlined financial operations.
- **SEPA & SWIFT transactions** for global and regional payments.
- **Foreign exchange (FX) services** for currency conversions.
- **Crypto-to-fiat on/off-ramping** via licensed third-party providers.
- **Cross-border payments and remittances** to facilitate international transfers.

#### 3.2 Nature of Services

instiXPay is strictly a **technology provider** and does not **store, safeguard, or process client funds**. All transactions initiated through the platform are **executed by regulated financial institutions**, which are solely responsible for **fund security, compliance, and transaction processing**.

#### 3.3 Service Availability & Jurisdictional Restrictions

instiXPay's services are **subject to regulatory requirements** and may be **restricted in certain jurisdictions**. We **do not provide services to residents of the United States, Canada, or other restricted regions**.

#### 3.4 Beta Releases & Service Modifications

instiXPay may **introduce beta features** that are still in development and may contain bugs or limited functionality. We **reserve the right to modify, suspend, or discontinue any service at our discretion** based on **technical, business, or regulatory considerations**.

### 4. Client Eligibility & Responsibilities

#### 4.1 Eligibility Requirements

To access and use instiXPay's platform and services, clients must meet the following eligibility criteria:

- Clients must be a **validly registered business entity** in their jurisdiction, including but not limited to **corporations, partnerships, sole proprietorships, and non-profit organizations**.
- Clients must complete the **Know Your Business (KYB) and Know Your Client (KYC) verification processes**, as required by **applicable anti-money laundering (AML) and counter-terrorism financing (CTF) regulations**.
- instiXPay **does not provide services to individuals, unregistered businesses, or entities operating in restricted jurisdictions**.

By registering for and using instiXPay's services, clients **acknowledge and confirm their compliance** with these eligibility requirements.

#### 4.2 Client Responsibilities

All clients using instiXPay's platform are responsible for:

- **Compliance with applicable laws and regulations**, including AML, KYC, and financial crime prevention laws.
- **Ensuring that all information provided to instiXPay is accurate, complete, and up to date**. Any failure to maintain updated information may result in service suspension.
- **Using the platform in good faith and for legitimate business purposes only**.
- **Maintaining the security of their account credentials, including passwords, API keys, and authentication methods**. Clients must **immediately report any unauthorized access or suspected security breaches** to instiXPay.
- **Cooperating with compliance requests**, including providing additional documentation or explanations related to transactions when requested.

Failure to adhere to these responsibilities may result in **account suspension, termination, or legal action**, depending on the severity of the violation.

#### 4.3 Prohibited Activities

Clients are strictly prohibited from using instiXPay's platform for activities that are **illegal, fraudulent, or in violation of regulatory requirements**. Specifically, clients must **not**:

- Circumvent instiXPay's security protocols, reverse engineer, or attempt to gain unauthorized access to the platform's solution.
- Engage in or facilitate money laundering, terrorist financing, fraud, or any other form of financial crime.
- Initiate or process transactions related to prohibited industries, including but not limited to:
  - Illegal gambling and betting services.
  - Sale or distribution of illicit substances.
  - Transactions involving sanctioned individuals, entities, or jurisdictions.
  - High-risk financial schemes, pyramid schemes, or unlicensed money transmission services.

If instiXPay identifies or suspects a client engaging in **prohibited activities**, we **reserve the right to take immediate action**, including but not limited to:

- Freezing or closing the client's account.
- Blocking or reversing transactions.
- Reporting the activity to relevant regulatory authorities.

By using instiXPay's platform, clients acknowledge that they **understand and accept** these eligibility and compliance requirements. instiXPay reserves the **right to review and update** these requirements at its discretion.

## 5. Fees & Payments

### 5.1 Fees Structure

instiXPay operates as a **technology service provider** that enables businesses to access financial services through regulated partner institutions. The fees associated with the use of instiXPay's platform and services are determined by **instiXPay and its financial partners**, including but not limited to **banks, e-money institutions (EMIs), and payment processors**.

Clients using instiXPay's platform may be required to pay the following fees:

- **Transaction Fees** – Charges for processing payments, transfers, or other financial transactions facilitated through the platform.
- **Currency Conversion Fees** – Fees applicable when converting one currency to another, determined by partner banks and foreign exchange providers.

- **Account Maintenance Fees** – If applicable, a charge for maintaining active client name/BAN accounts or other financial services provided through the platform.
- **Partner Fees** – Additional charges imposed by third-party financial institutions, such as banking partners or payment processors, which may be passed on to clients.
- **Compliance and Verification Fees** – Fees for services related to compliance verification, KYC (Know Your Client) and KYB (Know Your Business) processes, and due diligence checks where required.

instiXPay ensures transparency in its pricing structure, and all applicable fees will be outlined in the **client agreement or service-level agreement (SLA)**. Any external charges levied by partner institutions will be clearly communicated to the client before the execution of any transaction.

## 5.2 Non-Refundable Payments

All fees paid to instiXPay are generally **non-refundable**, except in cases where an incorrect transaction occurs **solely due to an error on instiXPay's part**. Clients acknowledge and agree that:

- Once a transaction is initiated, **fees associated with it cannot be reversed or refunded**, regardless of the transaction outcome.
- If a client disputes a charge, instiXPay will **review the case and determine whether a refund is applicable** in accordance with its policies.
- instiXPay is **not responsible for refunds related to fees charged by third-party financial partners**. Any refund requests concerning fees imposed by banks, EMIs, or other payment service providers must be directed to the respective institution.
- If a service is discontinued, suspended, or terminated due to a client's **violation of terms**, instiXPay **is not obligated to issue a refund** for any prepaid or unused fees.

Clients should carefully review all applicable fees before initiating transactions, as **payment obligations are final once services are rendered**.

## 5.3 Fee Changes

instiXPay reserves the **right to modify its pricing structure, fees, and charges at any time**, subject to prior notice. Any fee adjustments will be communicated to clients **at least 30 days in advance**, allowing them to review and accept the changes before continuing to use the platform.

- Notification of fee changes will be made via **email, platform notifications, or official announcements** on the instiXPay website.

- If a client **disagrees with the revised fees**, they have the right to **terminate their account** before the new fees take effect, provided that they **settle all outstanding payments**.
- Continued use of instiXPay's services after the notice period constitutes **acceptance of the updated fee structure**.

instiXPay is committed to **maintaining a transparent and competitive pricing model** while ensuring that fees remain fair, reasonable, and aligned with market standards.

## 6. Termination & Suspension

### 6.1 Termination by instiXPay

instiXPay reserves the right to **suspend or terminate a client's account** at its sole discretion under the following circumstances:

- **Violation of Terms of Service** – If a client breaches any of the terms outlined in this agreement, including but not limited to **non-compliance with AML/KYC requirements, fraudulent activities, or misuse of services**.
- **High-Risk or Fraudulent Transactions** – If a transaction is identified as **high-risk, unauthorized, fraudulent, or potentially illegal**, instiXPay may suspend or terminate access to prevent financial or reputational harm.
- **Regulatory Requirements** – If required by **law enforcement agencies, financial regulators, or partner financial institutions**, instiXPay may immediately suspend or terminate accounts to comply with legal obligations.

instiXPay is **not liable for any losses or damages incurred** due to account suspension or termination resulting from a violation of these terms.

### 6.2 Termination by Client

Clients have the right to terminate their account by **providing a 30-day written notice** to instiXPay. The termination request must be submitted via **official communication channels** specified by instiXPay.

- Before account closure, the client must ensure that **all outstanding fees, charges, and pending transactions are settled**.



- instiXPay reserves the right to **withhold account closure** if there are ongoing compliance reviews or investigations related to the account.

### 6.3 Effects of Termination

Once an account is terminated:

- **Pending transactions will be processed before closure**, subject to applicable terms and compliance reviews.
- Clients **will no longer have access to the platform**, and all associated data may be deleted unless required to be retained by law.
- **instiXPay is not responsible for any remaining balances held with partner banks, EMIs, or financial institutions**. Clients must contact the respective financial partner for fund withdrawal or settlement.

By using instiXPay, clients acknowledge that account termination does not **exempt them from any outstanding obligations, liabilities, or regulatory investigations** related to their use of the platform.

## 7. Limitation of Liability & Disclaimers

### 7.1 No Warranties

instiXPay provides its **technology platform and related services** on an “AS IS” and “AS AVAILABLE” basis, without any express or implied warranties. While we strive to offer a reliable and efficient platform, we **do not guarantee** that:

- The platform will be **available at all times without interruption**.
- Transactions will be **free from errors, delays, or unexpected technical issues**.
- Users will achieve any specific **financial outcomes or business results** by using the platform.

instiXPay makes no warranties regarding **performance, security, availability, or reliability**, and we expressly disclaim all **warranties of merchantability, fitness for a particular purpose, and non-infringement** to the maximum extent permitted by law.

### 7.2 Liability Limitation

instiXPay, **instiXGlobal Polish LLC**, and **Delos Financial** shall not be held liable for any **direct, indirect, incidental, consequential, or special damages**, including but not limited to:

- **Loss of funds held by third-party banks, e-money institutions (EMIs), or custodians.** Since instiXPay does not store, hold, or manage client funds, any losses associated with financial transactions must be addressed directly with the **respective financial institution** handling the funds.
- **Service interruptions or platform downtime.** While we work to maintain platform uptime and stability, we are **not liable for disruptions** caused by **technical failures, maintenance, cyberattacks, or force majeure events**.
- **Unauthorized access due to client negligence.** Users are responsible for maintaining the security of their **account credentials, passwords, API keys, and authentication methods**. instiXPay will not be held responsible for any losses resulting from **compromised accounts due to user negligence or failure to implement adequate security measures**.

Additionally, instiXPay is **not liable for indirect financial consequences**, such as lost business opportunities, revenue loss, or reputational damage resulting from the **use, misuse, or unavailability** of our platform.

### 7.3 Third-Party Services

instiXPay partners with **licensed financial institutions, banks, payment processors, and EMIs** to facilitate transactions and banking-related services. However, all financial transactions are **subject to the terms, policies, and operational conditions** of the respective partner institutions.

Clients acknowledge and agree that:

- **instiXPay is not responsible for errors, delays, or failures** caused by partner banks, EMIs, custodians, or payment processors. Any disputes regarding transaction processing, fund transfers, or regulatory compliance must be addressed directly with the **financial institution managing the transaction**.
- **Changes in third-party policies, regulations, or technical issues** may impact the availability of services, and instiXPay is not responsible for disruptions caused by third-party service providers.
- **Any financial losses, chargebacks, or disputes arising from partner services** must be resolved between the client and the respective partner institution.

By using instiXPay, clients understand that instiXPay's role is **limited to providing technology solution and connectivity**, and **all financial, regulatory, and compliance-related responsibilities** rest with the **regulated financial institutions managing the funds**.

## 8. Data Protection & Privacy

### 8.1 Data Collection

instiXPay is committed to protecting client data and ensuring compliance with **applicable data protection regulations**, including the **General Data Protection Regulation (GDPR)** and other relevant privacy laws. We **collect, store, and process** client data strictly for **service provision, security, compliance, and operational purposes**. The collection and use of personal data are governed by our **Privacy Policy**, which outlines **how we handle, protect, and disclose user information**. By using instiXPay's services, clients agree to the processing of their data in accordance with our Privacy Policy.

### 8.2 Security Measures

instiXPay employs **industry-standard security protocols** to protect user data from unauthorized access, loss, or misuse. However, clients are responsible for:

- **Safeguarding their credentials, passwords, API keys, and authentication details.**
- **Immediately reporting any suspected security breaches** or unauthorized access to their account.

instiXPay reserves the right to **temporarily suspend access** to prevent fraudulent activity if a security risk is detected.

### 8.3 Data Breach Notification

In the event of a **data breach** affecting client information, instiXPay will:

- Take **immediate action to contain and mitigate the breach**.
- Notify affected clients **as required by applicable data protection laws**.
- Cooperate with regulatory authorities and implement corrective measures to prevent future incidents.

Clients can refer to our **Privacy Policy** for further details on data protection practices.

## 9. Dispute Resolution & Governing Law

### 9.1 Dispute Resolution

Clients agree to first attempt to resolve any disputes or concerns regarding instiXPay's services **through our support team** by contacting us at **support@instiXPay.io**. We will make reasonable efforts to address and resolve any issues in a timely manner.

If a dispute remains unresolved after a good-faith negotiation process, both parties agree that any legal claim, dispute, or controversy **shall be settled through binding arbitration**. Arbitration shall be conducted in **Poland**, in accordance with **the rules of a recognized arbitration body** mutually agreed upon by the parties.

By agreeing to arbitration, clients **waive their right to bring disputes to court**, except where arbitration is legally prohibited. Each party shall bear its own legal costs unless otherwise determined by the arbitration ruling.

### 9.2 Governing Law

These **Terms and Conditions** shall be governed by and construed in accordance with **the laws of Poland**, without regard to its conflict of law principles. Any matters not resolved through arbitration may be brought before the **competent courts of Poland**.

By using instiXPay's services, clients acknowledge and accept the governing law and dispute resolution process outlined in this section.

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## 10. Miscellaneous Provisions

## 10.1 Force Majeure

instiXPay shall not be held liable for any **delays, interruptions, or failures in service performance** due to circumstances beyond its reasonable control. Such **force majeure events** include, but are not limited to:

- **Regulatory or legal changes** affecting financial operations.
- **Natural disasters, extreme weather conditions, or acts of God.**
- **Cyber-attacks, hacking attempts, or security breaches** that disrupt services.
- **Failure of Delos Financial, third-party service providers, banks, EMLs, or financial institutions.**
- **Government-imposed restrictions, sanctions, or embargoes.**
- **Technical disruptions, system failures, or power outages** beyond our control.

During a force majeure event, instiXPay shall make reasonable efforts to **mitigate the impact on clients** but will not be responsible for any financial losses or damages resulting from service disruptions.

## 10.2 Amendments to Terms & Conditions

instiXPay reserves the right to **modify, update, or amend** these Terms and Conditions at any time. Any changes will be communicated to clients **at least 30 days before taking effect**, unless a shorter notice period is required due to regulatory or legal obligations.

Clients will be notified via:

- **Email communications** to registered users.
- **Platform notifications** on the instiXPay website or dashboard.
- **Updated terms available on our website** at [www.instiXPay.io](http://www.instiXPay.io).

If a client **does not agree with the updated Terms**, they must **discontinue use of instiXPay's services** before the effective date. **Continued use of the platform after the notice period constitutes acceptance of the amended Terms.**

## 10.3 Account Suspension or Closure Due to Regulatory Requirements

instiXPay, in cooperation with **partner banks, EMLs, and regulatory authorities**, may be required to **suspend or terminate** a client's account if:

- The account is flagged for **suspicious activity, fraud, or AML violations**.
- A regulatory body or law enforcement **requests a freeze or suspension** of funds.
- The client's business **engages in high-risk financial activities** not permitted by instiXPay or its partners.
- The client **fails to provide updated KYC/KYB documents** within a reasonable timeframe.

In such cases, instiXPay will notify the client unless prohibited by law from doing so. Any outstanding funds will be subject to **partner bank or EMI policies**.

#### 10.4 Notices and Communications

All formal communications regarding these Terms shall be sent to the client's **registered email address** or provided via the instiXPay dashboard. Clients are responsible for **keeping their contact information up to date**.

For inquiries, assistance, or compliance-related matters, clients may contact instiXPay at: [support@instiXPay.io](mailto:support@instiXPay.io) & [www.instiXPay.io](http://www.instiXPay.io)

#### 10.5 Acknowledgment & Acceptance

By using instiXPay, clients acknowledge that they **have read, understood, and agreed** to these Terms and Conditions. Clients **accept full responsibility for complying with the outlined provisions**, including **eligibility, fees, service restrictions, liability limitations, and regulatory obligations**.

instiXPay remains committed to **providing a secure and compliant financial technology platform**, ensuring transparency and accountability in all transactions.

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