

# PHAROSGATE INC

## TERMS OF SERVICE

**Effective Date: 10 Jun 2026**

These Terms of Service ("Terms") constitute a legally binding agreement between **Pharosgate Inc**, a Wyoming corporation with its principal business address at **30 N Gould St Ste N, Sheridan, Wyoming 82801, USA** ("Pharosgate," "Company," "we," "our," or "us"), and any individual, business entity, merchant, developer, or other person accessing or using the Services ("User," "Customer," "Merchant," "you," or "your").

By accessing, registering for, integrating with, or using any of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

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## 1. GENERAL CONDITIONS

### 1.1 Scope of Services

These Terms govern access to and use of:

- Pharosgate.com;
- All associated websites, portals, dashboards, APIs, applications, and software;
- Cryptocurrency payment gateway services;
- Merchant payment processing services;
- Digital asset wallet services;
- Hosted custody solutions;
- Spot exchange services;
- API integrations and developer tools;
- Any related services provided by Pharosgate.

### 1.2 Acceptance of Terms

By using the Services, you represent and warrant that:

- You are at least eighteen (18) years of age;
- You possess legal capacity to enter into binding agreements;
- You are authorized to act on behalf of any business entity you represent;
- You will comply with all applicable laws and regulations.

## 1.3 Modifications

Pharosgate may modify these Terms at any time.

Updated Terms become effective upon publication on the Company's website.

Continued use of the Services after publication constitutes acceptance of the revised Terms.

## 1.4 No Financial Advice

Nothing provided by Pharosgate constitutes:

- Investment advice;
- Financial advice;
- Tax advice;
- Accounting advice;
- Legal advice.

Users are solely responsible for obtaining independent professional advice.

## 1.5 Service Availability

Pharosgate may:

- Suspend Services;
- Restrict functionality;
- Upgrade systems;
- Conduct maintenance;
- Discontinue products;

without prior notice when deemed necessary for security, compliance, operational, or business purposes.

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## 2. DEFINITIONS

For purposes of these Terms:

### **"Account"**

Means a registered user profile maintained with Pharosgate.

### **"API"**

Means any application programming interface made available by Pharosgate.

**"Blockchain"**

Means a distributed ledger technology used to record digital asset transactions.

**"Custody Services"**

Means digital asset storage solutions provided by Pharosgate or approved third-party custodians.

**"Digital Asset"**

Means cryptocurrency, token, stablecoin, virtual asset, or blockchain-based asset.

**"Exchange Services"**

Means spot conversion of one digital asset into another digital asset.

**"KYB"**

Means Know Your Business verification procedures.

**"KYC"**

Means Know Your Customer verification procedures.

**"Merchant"**

Means a business utilizing the payment gateway or merchant processing services.

**"Sanctions Laws"**

Means laws administered by OFAC, United Nations, European Union, United Kingdom, or other applicable authorities.

**"Services"**

Means all services offered by Pharosgate.

**"Wallet"**

Means a digital asset address or account used to hold virtual assets.

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## 3. SERVICES

### 3.1 Overview

Pharosgate may provide:

1. Cryptocurrency Payment Gateway Services;
2. Merchant Processing Services;
3. Hosted Wallet Services;
4. Custody Services;
5. Spot Exchange Services;
6. API Services;
7. Blockchain Infrastructure Services.

### 3.2 Service Modifications

The Company reserves the right to:

- Add new services;
- Modify existing services;
- Remove services;
- Change technical specifications;

at its sole discretion.

### 3.3 Third-Party Providers

Certain Services may be facilitated by:

- Liquidity providers;
- Custodians;
- Banking partners;
- Compliance vendors;
- Blockchain analytics providers.

Pharosgate is not responsible for the independent actions or omissions of third-party providers except where required by law.

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## 4. API SERVICES

### 4.1 License

Subject to compliance with these Terms, Pharosgate grants a limited, revocable, non-exclusive license to access and use the API.

## 4.2 API Credentials

Users are responsible for:

- Protecting API keys;
- Restricting unauthorized access;
- Monitoring integrations.

## 4.3 Prohibited API Uses

Users may not:

- Reverse engineer APIs;
- Circumvent security measures;
- Exceed rate limits;
- Engage in abusive automated activity;
- Attempt unauthorized access.

## 4.4 API Availability

Pharosgate does not guarantee uninterrupted API availability.

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# 5. CRYPTOCURRENCY PAYMENT PROCESSING

## 5.1 Merchant Services

Merchants may generate:

- Payment links;
- Invoices;
- Checkout integrations;
- API payment requests.

## 5.2 Blockchain Confirmations

Transactions are considered completed only after receiving the required blockchain confirmations determined by Pharosgate.

## 5.3 Finality

Blockchain transactions are generally irreversible.

Users acknowledge that:

- Mistaken transfers;
- Incorrect wallet addresses;
- Unsupported assets;

may result in permanent loss.

## **5.4 Processing Delays**

Transactions may be delayed due to:

- Blockchain congestion;
- Compliance reviews;
- Network disruptions;
- Technical issues.

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# **6. HOSTED WALLETS AND CUSTODY SERVICES**

## **6.1 Custody Models**

Pharosgate may offer:

- Hosted wallets;
- Third-party custody;
- Hybrid custody arrangements.

## **6.2 Ownership**

Users retain beneficial ownership of digital assets held on their behalf.

## **6.3 Security**

Pharosgate may implement:

- Multi-signature controls;
- Cold storage;
- Hot wallet systems;
- Encryption;
- Transaction monitoring.

## 6.4 Custody Risks

Users acknowledge:

- Cybersecurity risks;
- Smart contract risks;
- Blockchain protocol risks;
- Custodian risks.

No custody solution is entirely risk-free.

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# 7. SPOT EXCHANGE SERVICES

## 7.1 Exchange Transactions

Users may exchange supported digital assets through the platform.

## 7.2 Market Conditions

Exchange rates are affected by:

- Liquidity;
- Volatility;
- Market conditions.

Quotes may change prior to execution.

## 7.3 Execution

An order is considered executed only when confirmed by Pharosgate systems.

## 7.4 Trading Restrictions

Pharosgate may reject or cancel transactions where:

- Compliance concerns arise;
  - Technical errors occur;
  - Market manipulation is suspected;
  - Fraud indicators are detected.
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## 8. ACCOUNT REGISTRATION

### 8.1 Registration Requirements

Users must provide accurate and complete information.

### 8.2 Security Responsibilities

Users are responsible for:

- Password security;
- Multi-factor authentication;
- Device security;
- Account monitoring.

### 8.3 Unauthorized Access

Users must promptly notify:

**support@pharosgate.com**

upon discovery of unauthorized activity.

### 8.4 One Account Policy

Pharosgate may restrict duplicate or fraudulent accounts.

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## 9. KYC, KYB, AML AND COMPLIANCE

### 9.1 Mandatory Verification

KYC is required for all users.

KYB is required for all merchants.

### 9.2 Verification Requirements

Verification may include:

- Government-issued identification;
- Proof of address;
- Corporate registration documents;

- Beneficial ownership information;
- Source-of-funds documentation.

### **9.3 Enhanced Due Diligence**

Pharosgate may require Enhanced Due Diligence ("EDD") at any time.

### **9.4 Transaction Monitoring**

The Company may monitor all activity for:

- Money laundering;
- Terrorist financing;
- Fraud;
- Sanctions violations.

### **9.5 Recordkeeping**

Records may be retained for periods required by applicable law.

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## **10. OFAC AND SANCTIONS COMPLIANCE**

### **10.1 Restricted Persons**

Services may not be used by:

- Persons on OFAC sanctions lists;
- Blocked persons;
- Terrorist organizations;
- Individuals subject to sanctions restrictions.

### **10.2 Restricted Jurisdictions**

Services are not available in jurisdictions subject to comprehensive sanctions or embargoes.

### **10.3 Screening**

Pharosgate may perform:

- Name screening;
- Wallet screening;
- Blockchain analytics reviews;
- Ongoing sanctions monitoring.

## **10.4 Suspicious Activity**

The Company may freeze, reject, delay, or report transactions where legally required.

### **Contact Information**

**Pharosgate Inc**

30 N Gould St Ste N

Sheridan, Wyoming 82801 USA

Support: [support@pharosgate.com](mailto:support@pharosgate.com)

Legal: [legal@pharosgate.com](mailto:legal@pharosgate.com)

AML Compliance: [compliance.aml@pharosgate.com](mailto:compliance.aml@pharosgate.com)

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# 11. FEES, PRICING AND SETTLEMENT

## 11.1 Service Fees

Pharosgate may charge fees for:

- Payment processing;
- Wallet services;
- Exchange services;
- API usage;
- Custody services;
- Merchant services;
- Network-related activities;
- Premium features.

Applicable fees may be displayed within the Platform, Merchant Dashboard, API documentation, or other service-specific materials.

## 11.2 Fee Modifications

Pharosgate reserves the right to modify fees at any time.

Updated fees shall become effective upon publication or notification through the Platform.

## 11.3 Blockchain Network Fees

Users acknowledge that blockchain network fees are not controlled by Pharosgate and may fluctuate significantly.

Network fees may be:

- Charged separately;
- Deducted from transaction amounts;
- Passed through to users.

## 11.4 Exchange Rate Determination

Digital asset exchange rates are determined based on:

- Available liquidity;
- Market conditions;
- Third-party liquidity providers;
- Internal pricing engines.

Quoted prices may differ from final execution prices due to market movement.

## 11.5 Taxes

Users are solely responsible for:

- Tax reporting;
- Tax withholding;
- Tax payments;
- Regulatory filings.

Pharosgate does not provide tax advice.

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# 12. REFUNDS AND REVERSALS

## 12.1 General Policy

Due to the irreversible nature of blockchain transactions, refunds are not guaranteed.

Refund requests shall be reviewed on a case-by-case basis.

## 12.2 Merchant Responsibility

Merchants are solely responsible for:

- Customer refunds;
- Customer support;
- Product disputes;
- Service disputes.

## 12.3 Refund Eligibility

Refunds may be considered where:

- Technical errors occur;

- Duplicate payments are received;
- Funds remain unprocessed;
- Compliance reviews permit such refund.

## 12.4 Verification Requirements

Pharosgate may require:

- Identity verification;
- Wallet ownership verification;
- Source-of-funds review;
- Additional compliance documentation.

prior to processing any refund.

## 12.5 Unsupported Assets

Digital assets sent to unsupported wallet addresses may be unrecoverable.

Recovery attempts may:

- Require manual intervention;
- Take extended periods;
- Result in additional fees.

Recovery is not guaranteed.

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# 13. PROHIBITED BUSINESSES AND ACTIVITIES

## 13.1 General Restriction

Users may not use the Services for unlawful activities.

## 13.2 Prohibited Businesses

The following businesses are prohibited:

### Financial Crimes

- Money laundering;
- Terrorist financing;
- Sanctions evasion;
- Fraud schemes;
- Ponzi schemes;

- Pyramid schemes.

### **Illegal Products**

- Narcotics;
- Controlled substances;
- Counterfeit products;
- Stolen goods;
- Illegal pharmaceuticals.

### **Weapons**

- Illegal firearms;
- Restricted weapons;
- Ammunition sales prohibited by applicable law.

### **Adult Content**

- Illegal pornography;
- Non-consensual content;
- Exploitative content.

### **Gambling**

Unless specifically approved in writing and legally licensed:

- Gambling;
- Sports betting;
- Online casinos;
- Lottery services.

### **Deceptive Practices**

- Scam operations;
- Fake investment opportunities;
- Market manipulation;
- False advertising.

### **Other High-Risk Activities**

Any activity deemed by Pharosgate to present:

- Excessive legal risk;
- Regulatory risk;
- Reputational risk;
- Financial crime exposure.

### **13.3 Enforcement**

Pharosgate may immediately suspend or terminate any account associated with prohibited activity.

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## **14. PROHIBITED JURISDICTIONS**

### **14.1 Geographic Restrictions**

The Services may not be available in:

- Countries subject to comprehensive sanctions;
- Embargoed jurisdictions;
- High-risk jurisdictions designated by competent authorities.

### **14.2 Dynamic Restrictions**

Pharosgate reserves the right to:

- Restrict countries;
- Restrict regions;
- Restrict specific users;

at any time based upon legal, regulatory, security, or business considerations.

### **14.3 User Responsibility**

Users are responsible for ensuring that use of the Services is lawful within their jurisdiction.

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## **15. SECURITY**

### **15.1 User Responsibilities**

Users shall:

- Maintain strong passwords;
- Enable multi-factor authentication;
- Protect API credentials;
- Protect devices used to access Services.

## 15.2 Unauthorized Access

Users must promptly notify:

support@pharosgate.com

of any suspected compromise.

## 15.3 Security Measures

Pharosgate may implement:

- Encryption;
- Fraud detection systems;
- Transaction monitoring;
- Multi-signature controls;
- Access restrictions.

## 15.4 No Security Guarantee

No security system is completely immune from compromise.

Users acknowledge and accept residual cybersecurity risks.

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# 16. DIGITAL ASSET RISK DISCLOSURE

## 16.1 General Risks

Digital assets involve significant risks.

Users may lose all or substantially all value associated with digital assets.

## 16.2 Market Volatility

Digital asset prices may experience:

- Extreme fluctuations;
- Liquidity shortages;
- Flash crashes;
- Market disruptions.

## 16.3 Technology Risks

Risks include:

- Blockchain failures;
- Consensus failures;
- Smart contract vulnerabilities;
- Network congestion;
- Forks.

## 16.4 Regulatory Risks

Changes in law may affect:

- Availability of Services;
- Asset values;
- Transaction legality.

## 16.5 User Responsibility

Users assume all risks associated with digital asset ownership and transactions.

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# 17. INTELLECTUAL PROPERTY

## 17.1 Ownership

All intellectual property relating to the Services remains the exclusive property of Pharosgate.

This includes:

- Software;
- APIs;
- Documentation;
- Trademarks;
- Logos;
- Source code;
- Platform content.

## 17.2 Restrictions

Users may not:

- Copy;
- Reverse engineer;

- Modify;
- Resell;
- Create derivative works;

without prior written consent.

## **17.3 Feedback**

Any feedback submitted to Pharosgate may be used without compensation or restriction.

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# **18. PRIVACY AND DATA PROTECTION**

## **18.1 Data Collection**

Pharosgate may collect:

- Identity information;
- Contact information;
- Transaction information;
- Device information;
- Compliance information.

## **18.2 Compliance Uses**

Information may be used for:

- KYC;
- KYB;
- AML compliance;
- Sanctions screening;
- Fraud prevention.

## **18.3 Information Sharing**

Information may be shared with:

- Regulators;
- Law enforcement;
- Compliance vendors;
- Banking partners;
- Service providers.

when legally permitted or required.

## **18.4 Retention**

Records may be retained for periods required by law or internal compliance policies.

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# **19. SUSPENSION AND TERMINATION**

## **19.1 Suspension Rights**

Pharosgate may suspend any account where:

- Compliance concerns arise;
- Fraud is suspected;
- Security risks are identified;
- Legal obligations require action.

## **19.2 Termination Rights**

Pharosgate may terminate Services:

- With or without notice;
- For convenience;
- For compliance reasons;
- For security reasons.

## **19.3 Effect of Termination**

Upon termination:

- Access may cease immediately;
- Open transactions may be canceled;
- Assets may remain subject to compliance review.

## **19.4 Regulatory Holds**

Assets may be frozen where required by law or governmental order.

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## **20. INDEMNIFICATION**

### **20.1 User Indemnity**

Users agree to defend, indemnify, and hold harmless Pharosgate, its officers, directors, employees, affiliates, agents, licensors, and service providers from any claims, damages, liabilities, losses, penalties, costs, and expenses arising from:

- Use of the Services;
- Violation of these Terms;
- Violation of law;
- Infringement of third-party rights;
- Fraudulent conduct;
- Negligent conduct.

### **20.2 Legal Costs**

Indemnification includes reasonable attorneys' fees, investigation costs, court costs, arbitration fees, and settlement amounts.

### **20.3 Survival**

These indemnification obligations survive termination of the Services and these Terms.

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## **21. DISCLAIMER OF WARRANTIES**

### **21.1 Services Provided "AS IS"**

THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PHAROSGATE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

### **21.2 No Warranty of Availability**

PHAROSGATE DOES NOT WARRANT THAT:

- THE SERVICES WILL BE UNINTERRUPTED;
- THE SERVICES WILL BE ERROR-FREE;
- DEFECTS WILL BE CORRECTED;
- THE SERVICES WILL ALWAYS BE AVAILABLE;
- THE SERVICES WILL MEET USER REQUIREMENTS.

### **21.3 No Warranty Regarding Digital Assets**

PHAROSGATE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING:

- VALUE OF DIGITAL ASSETS;
- FUTURE PRICE PERFORMANCE;
- MARKET LIQUIDITY;
- PROFITABILITY OF TRANSACTIONS.

### **21.4 Third-Party Systems**

PHAROSGATE DISCLAIMS LIABILITY FOR:

- BLOCKCHAIN NETWORKS;
- INTERNET PROVIDERS;
- CUSTODIANS;
- BANKING PARTNERS;
- LIQUIDITY PROVIDERS;
- THIRD-PARTY SOFTWARE.

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## **22. LIMITATION OF LIABILITY**

### **22.1 Exclusion of Damages**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PHAROSGATE SHALL NOT BE LIABLE FOR:

- INDIRECT DAMAGES;
- INCIDENTAL DAMAGES;
- SPECIAL DAMAGES;
- CONSEQUENTIAL DAMAGES;
- EXEMPLARY DAMAGES;
- PUNITIVE DAMAGES;
- LOST PROFITS;
- LOST REVENUE;
- LOST BUSINESS OPPORTUNITIES;
- LOSS OF GOODWILL;
- LOSS OF DATA.

### **22.2 Aggregate Liability Cap**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PHAROSGATE'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE SERVICES SHALL NOT EXCEED THE GREATER OF:

(A) USD \$1,000; OR

(B) THE TOTAL FEES PAID BY THE USER TO PHAROSGATE DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

### **22.3 User Responsibility**

USERS ASSUME FULL RESPONSIBILITY FOR:

- WALLET ADDRESSES;
- PRIVATE KEYS;
- API CONFIGURATIONS;
- TRANSACTION INSTRUCTIONS;
- COMPLIANCE WITH LAW.

### **22.4 Exceptions**

NOTHING IN THESE TERMS SHALL LIMIT LIABILITY TO THE EXTENT SUCH LIMITATION IS PROHIBITED UNDER APPLICABLE LAW.

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## **23. GOVERNING LAW**

### **23.1 Applicable Law**

These Terms and any dispute arising from or relating to the Services shall be governed by and construed in accordance with the laws of the State of Wyoming, United States of America, without regard to conflict-of-law principles.

### **23.2 Exclusion of International Conventions**

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

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## **24. DISPUTE RESOLUTION AND AAA ARBITRATION**

### **24.1 Mandatory Arbitration**

Except where prohibited by law, all disputes, claims, controversies, or causes of action arising out of or relating to:

- These Terms;
- The Services;
- Any Account;
- Any transaction;

shall be resolved exclusively through binding arbitration.

### **24.2 Arbitration Provider**

Arbitration shall be administered by the:

**American Arbitration Association (AAA)**

in accordance with its Commercial Arbitration Rules then in effect.

### **24.3 Arbitration Location**

The seat of arbitration shall be:

**Sheridan, Wyoming, USA**

unless otherwise agreed by the parties.

## **24.4 Language**

All arbitration proceedings shall be conducted in English.

## **24.5 Individual Basis Only**

Claims shall be brought solely on an individual basis.

No class action, consolidated action, representative action, or private attorney general action shall be permitted.

## **24.6 Emergency Relief**

Nothing herein prevents Pharosgate from seeking:

- Temporary restraining orders;
- Preliminary injunctions;
- Equitable relief;

from courts of competent jurisdiction.

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# **25. FORCE MAJEURE**

## **25.1 Force Majeure Events**

Pharosgate shall not be liable for delays or failures caused by circumstances beyond its reasonable control, including:

- Natural disasters;
- War;
- Terrorism;
- Civil unrest;
- Government actions;
- Power outages;
- Internet disruptions;
- Blockchain failures;
- Cyberattacks;
- Labor disputes.

## **25.2 Suspension Rights**

Pharosgate may suspend Services during a Force Majeure Event without liability.

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## **26. ELECTRONIC COMMUNICATIONS**

### **26.1 Consent**

Users consent to receive communications electronically.

### **26.2 Electronic Notices**

Electronic notices may be provided through:

- Email;
- Dashboard notifications;
- API communications;
- Website publication.

### **26.3 Legal Effect**

Electronic communications shall have the same legal effect as paper communications.

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## **27. ASSIGNMENT**

### **27.1 Company Assignment Rights**

Pharosgate may assign or transfer its rights and obligations under these Terms without user consent.

### **27.2 User Assignment Restrictions**

Users may not assign any rights or obligations without prior written consent from Pharosgate.

Any attempted assignment in violation of this section shall be void.

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## **28. SEVERABILITY**

### **28.1 Partial Invalidity**

If any provision of these Terms is determined to be invalid, illegal, or unenforceable:

- The remaining provisions shall remain in full force and effect.
  - The invalid provision shall be modified to the minimum extent necessary to make it enforceable.
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## **29. ENTIRE AGREEMENT**

### **29.1 Complete Agreement**

These Terms constitute the entire agreement between the parties regarding the Services.

### **29.2 Superseding Effect**

These Terms supersede all prior:

- Discussions;
- Understandings;
- Agreements;
- Representations;

whether oral or written.

### **29.3 Order of Precedence**

Where separate service agreements exist, those agreements shall govern solely with respect to the services expressly covered therein.

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## **30. CONTACT INFORMATION**

### **Legal Entity**

**Pharosgate Inc**

30 N Gould St Ste N  
Sheridan, Wyoming 82801  
United States of America

### **Support**

support@pharosgate.com

### **Legal Department**

legal@pharosgate.com

## **AML / Compliance**

compliance.aml@pharosgate.com

## **Website**

<https://pharosgate.com>

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## **ACKNOWLEDGMENT**

BY ACCESSING, REGISTERING FOR, INTEGRATING WITH, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS OF SERVICE AND ALL APPLICABLE POLICIES REFERENCED HEREIN.

END OF TERMS OF SERVICE