

Updated 06 August 2026

TERMS AND CONDITIONS TANGEM PAY

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ANY USE OF OUR SERVICES, AS THEY AFFECT YOUR LEGAL RIGHTS. BY ACCEPTING THESE TERMS ELECTRONICALLY, ACCESSING OUR PLATFORM, OR BY ANY OTHER WAY OF INTERACTING WITH OUR PLATFORM OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL DOCUMENTS OR POLICIES MENTIONED HEREINAFTER. YOU CANNOT ACCEPT THESE TERMS IN PART. IF YOU DO NOT AGREE WITH ALL OR A PART OF THESE TERMS, YOU MUST NOT ACCESS OUR SERVICES.

YOU MAY USE THE SERVICES ONLY IF YOU ARE 18 YEARS OR OLDER AND CAPABLE OF FORMING A BINDING CONTRACT WITH US, AND NOT OTHERWISE BARRED FROM USING THE SERVICES UNDER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO U.S. FEDERAL AND STATE LAWS.

BY USING OUR SERVICE YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR UNDERSTANDING HOW CRYPTOCURRENCIES AND RELATED TECHNOLOGIES WORK BEFORE MAKING ANY TRANSACTIONS. PLEASE NOTE THAT DIGITAL ASSET TRANSACTIONS CAN BE VOLATILE, MAY LOSE VALUE AND ARE GENERALLY IRREVERSIBLE. MAKE SURE YOU FULLY UNDERSTAND THESE RISKS BEFORE PROCEEDING.

Definitions

"Agreement" means the agreement between Tangem Pay and the User on provision of Services.

"AML" means "anti-money laundering", which refers to the laws and regulations aimed at preventing money laundering and terrorist financing, including but not limited to the Bank Secrecy Act (BSA) and the US Patriot Act.

"Crypto" (also "cryptoasset", "cryptocurrency", "virtual currency", "digital currency", or "virtual commodity") means a digital currency or virtual currency that is based on cryptography and operating on a decentralized Platform, which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network.

"Fiat currency" means traditional currency, such as US dollars, euros, or pounds sterling, issued by governments and central banks.

"Issuer" refers to the issuer of the card program. The issuer for this card program is Third National.

"KYC" means "know your customer", which refers to the process of verifying the identity of our customers, in compliance with applicable AML regulations.

"Platform" means web Platform and corresponding software-based application for smartphones enabling the use of the Services by a User.

"Services" or **"Service"** means online services provided by TangemPay via the Platform.

"Tangem Pay" or **"we"**, **"us"**, **"our"** etc. means Paera LLC, a company incorporated and acting under the laws of Delaware, USA, registration number 10257820.

"Tangem Pay Account" means the account you open with us through the Platform which is to be operated and used by you in accordance with these Terms and Conditions.

"Tangem" means Tangem AG, a company incorporated and acting under the laws of Switzerland, registration number CHE-390.112.525.

"Tangem App" means Tangem Official Mobile Application.

"User" or "you", "your", "yours" etc. means any natural person, who has entered into an Agreement with Tangem Pay, under which the Services that are listed in these Terms and Conditions are provided.

The Agreement

- 1. The User enters into the Agreement upon the completion of the Registration.
 2. Terms and Conditions form the integral part of the Agreement and set out detailed rights and obligations regarding the provision of the Services by TangemPay and use of such Services by the User. Terms and Conditions are applicable to each individual legal relationship concluded between Tangem Pay and the User in connection with the agreed performance provided by Tangem Pay to the User, and govern the rights and obligations of the parties in their contractual relationship.
 3. The User by signing the Agreement expresses his explicit and unconditional consent to these Terms and at the same time, the obligation to fulfil all his obligations stipulated by these Terms.
 4. Privacy policy, AML Policy, and our BSA/Patriot Act Compliance Program form the integral parts of the Agreement and are incorporated herein by reference.
 5. Any references to the masculine gender shall also mean the feminine gender.
 6. Tangem Pay reserves the right to update these Terms at any time. Please check this page periodically for changes, as continued use of the Services constitutes acceptance of the updated Terms.

TangemPay Card Services

1. The Platform is operated by Paera LLC
2. Your Tangem Pay Card (TangemPay VISA) is provided by Third National, a card issuing company registered under the NMLS #2612780, (hereinafter "Third National", licensed as a Money Transmitter by the Commissioner of Financial Institutions of Puerto Rico.
3. The Card is strictly personal, non-transferable, and intended for the exclusive use of the Cardholder to whom it was issued.

4. Tangem Pay allows you to receive funds whether in crypto or in fiat currencies; exchange cryptoassets for fiat currency as supported by Tangem Pay; make deposits, withdrawals, transfers or payments to third parties using Tangem Pay Card or external electronic money account or card services; transfer of cryptoassets between users of the Platform.
5. Tangem Pay does not provide any custodial services, nor creates crypto wallets in order to hold any cryptoassets on your behalf. To execute a transaction, you agree to connect your pre-existing crypto wallet holding your cryptoassets to the Tangem Pay Platform. You agree to interact with Tangem Pay Smart Contract, which will recognize the cryptoassets and will perform a KYC and AML verification via third-party providers, before initiating the exchange of the cryptoassets on your behalf, in full compliance with BSA/Patriot Act requirements.
6. You will be able to create your own wallet address via Tangem Pay directly in the blockchain if so desired and in order to interact with decentralised applications and receive crypto assets. This wallet is not your Tangem Pay Account. Please note that you are the sole owner and responsible for any assets any activities carried out using the wallet, as well as for securing and backing up the credentials that may grant you access to it as described below.
7. We will give you access to an external personal handle that can be used to identify you as a Tangem Pay user in our Platform. As a user you can receive virtual asset transfers from other users, and after you confirm the incoming requested transaction and we execute our mandatory AML verifications, receive said transfer directly.

TangemPay Account

1. Your Tangem Pay Account enables you to manage, make payments, exchange, transfer or withdraw your balances of crypto or fiat currencies by giving instructions through the Tangem Pay Platform in accordance with these Terms and Conditions.
2. You are also able to open up an electronic money account and order a card issued by Issuer. Your electronic money account is subject to separate terms and conditions by Issuer. Access to electronic money services is only provided where Tangem Pay and Issuer decide to provide and where you hold a Tangem Pay Account. Tangem Pay does not render any e- money or payment services in its own name or on Issuer's behalf.
3. In order to use your Tangem Pay Account you will need to verify the ownership of your crypto wallet address via EDSCA signature.
4. You will also be required to set up two-factor authentication ("2FA").
5. You are the only person permitted to access your Tangem Pay Account using your Login Credentials and other required forms of authentication.
6. You agree and understand that you are solely responsible (and you will not hold us responsible) for managing, monitoring, and maintaining the security of your login credentials and any other required forms of authentication, including your API keys. You further agree and understand that we are not responsible (and you will not hold us responsible) for any unauthorised access to or use of your Tangem Pay Account.
7. If you suspect that your Tangem Pay Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or Tangem Pay, you must notify Support as soon as possible using the Tangem Pay mobile application or website.
8. You agree that it is expressly forbidden the use of Tangem Pay Account and any payment methods associated to it, including but not restricted to, Cards and IBAN, on any activities

limited and restricted as per Annex I of this Terms.

Registration

1. By using our Platform, you confirm that you are at least 18 years old and legally able to enter into legally binding agreements.
2. In order to use the Platform, you must register for a Tangem Pay Account with us. You must provide truthful, accurate and complete information during registration or at any time after. You are responsible for maintaining the confidentiality of your account credentials, and you agree to notify us immediately of any unauthorized use of your account.
3. You must comply with anti-money laundering obligations, including the Bank Secrecy Act and the USA Patriot Act, in order to open a Tangem Pay Account. Please consult our AML Policy. This will require you, as part of the registration process, to provide personal details and supporting documents (including your full name, residential address and postcode, mobile number, email address, date of birth, and certain forms of identification), and other evidence and documentation we may ask you to provide, so that we may verify your identity and comply with our legal obligations.
4. We reserve the right to require you to provide us with additional information in order to verify your identity and/or require you to undergo a background check prior to being authorised to use Tangem Pay's services, or at any point thereafter, in accordance with applicable U.S. federal and state laws and regulations, including FinCEN guidance.
5. You acknowledge and agree that we may make any inquiries that we are required to comply with our regulatory requirements.
6. The User by signing the Agreement expresses his explicit and unconditional consent to these Terms and at the same time, the obligation to fulfil all his obligations stipulated by these Terms.
7. The Privacy policy and AML Policy form the integral parts of the Agreement and are incorporated herein by reference.

ANNEX I

To access Annex I, please click [here](#).