PUBLIC OFFER

Wallet top-up rules

1 Terms

This document is the public offer of the ATOM service. It sets out the terms on which the service is provided. The service may only be used if all the terms are accepted in full. The current version is always available at atom-exchange.com.

1 Terms

1.1 Service — the ATOM service available at atom-exchange.com, which provides individuals with services for buying, selling and exchanging electronic currency through the software platform on this website.

1.2 User — an individual who has accepted the terms of this offer and uses the Service.

1.3 Payment system — a third-party software platform that keeps records of digital and electronic money and settles payments between its participants. The supported systems and directions are listed in the calculator at atom-exchange.com.

1.4 Electronic currency — monetary or other obligations in digital form between those who issued them and those who use them, including cryptocurrencies.

1.5 Operation — a transfer of electronic currency or money from the sender's account to the recipient's account.

1.6 Order — the User's intention to use the Service, expressed by filling in and submitting the form on the website.

1.7 Source currency — the currency the User sends. Received currency — the currency the User receives as a result of the operation.

1.8 Parties — the Service and the User.

1.9 Wallet top-up — an operation of buying, selling or exchanging electronic currency between payment systems.

1.10 Reserve — the amount of currency the Service has available to fulfil orders. Order amount limits are shown in the calculator.

1.11 Rate — the ratio between the source and the received currency in an operation.

1.12 Service website — atom-exchange.com.

2 Subject of the agreement and its entry into force

2.1 The Service provides the User with services for exchanging one electronic currency for another or for money, and for selling and buying electronic currency.

2.2 The User accepts the terms of the agreement by filling in the order form on atom-exchange.com, ticking the box to accept the exchange rules and submitting the order to the Service. By creating an order, the User confirms that they agree to these rules and to the AML/KYC policy.

2.3 The agreement enters into force when the Service receives the User's funds in the amount specified in the order. It terminates when the funds are credited to the User or when the order is cancelled.

2.4 An agreement accepted in electronic form has the same force as a written one.

2.5 The Service may change the terms without notifying the User separately. The current version is always available at atom-exchange.com.

3 Cost of services

3.1 The User pays the Service a fee for its services. The fee is included in the rate of each direction and is shown in the order before it is created.

3.2 All operations are carried out only on the User's initiative and after the User agrees to the rate, the amounts and the transfer method shown in the interface while filling in the order.

4 Terms of service

4.1 Submitting an order is equivalent to ordering the service. The order page lets the User follow its progress.

4.2 Orders are processed in accordance with the privacy policy (section 5) and the policy on countering illegal operations (section 6). Operations are recorded according to the regulations of the respective payment systems.

4.3 To create an order, the User provides the amount, the wallet address for receiving funds and an email address. Before payment details are issued, the User goes through identity verification under the AML/KYC policy and provides the phone number they will pay from.

4.4 A completed operation cannot be cancelled: once the User has received the funds due on the previously accepted terms, it cannot be reversed.

4.5 The rate is fixed when the order is created for the period shown by the timer on the order page. If the Service does not receive the funds within 60 minutes after the order is created, the agreement for this order terminates automatically, without notice.

4.6 Funds received after the order has terminated are returned to the sender within 48 hours. Refund fees are deducted from the refunded amount. The Service is not responsible for delays beyond its control.

4.7 If the amount actually transferred differs from the amount in the order, the Service may refuse to fulfil the order or recalculate it at the current rate.

4.8 If the Service has not sent the funds to the User within 48 hours after receiving payment and there are no grounds for blocking, the User may cancel the order and demand a full refund. The demand is fulfilled only if the payout has not yet been sent when it is received. The refund, minus the Service fee, is made within 24 hours.

4.9 The Service may engage third parties to fulfil its obligations.

4.10 The Service may unilaterally cancel an operation and return the funds to the User minus the fee, without giving a reason.

4.11 If the User breaches any clause of the agreement, the Service may refuse service. The Service notifies the User of the refusal by email or in the support chat and returns the funds received for the order within 48 hours minus fees. Orders created after the refusal of service are frozen; refunds for them are made within 30 calendar days.

4.12 The Service may delay fulfilling an order to additionally identify the User by any lawful means, including a call to the phone number provided.

4.13 By creating an order, the User confirms that the funds belong to them on lawful grounds and that they pay the taxes and fees required by law themselves.

4.14 Orders in which the User sends cryptocurrency (USDT TRC20, XMR, BTC, LTC, ETH) are accepted for fulfilment after the required number of network confirmations, but no fewer than 5.

4.15 By accepting the terms, the User confirms that they are not involved in money laundering, in operations with proceeds of terrorist or criminal activity or illegal drug trafficking, in trade with countries with which trade is prohibited, or in any other unlawful activity.

4.16 If the confirmation of an order is delayed by more than 8 hours through the User's fault, the Service may require the User to create a new order or return the funds minus the network fee.

4.17 If the Service terminates the agreement because the User violated the rules of use, the funds are returned within 30 calendar days.

4.18 Payments from legal entities are not accepted. Orders paid from a legal entity's account are blocked.

4.19 Cryptocurrency is sent with the network fee recommended at the time of sending. The Service is not responsible for longer confirmation times caused by rising network fees.

4.20 Payment details and the SBP QR code are issued individually for each order. Paying again using the same details or the same QR code leads to the loss of funds.

4.21 The User must provide correct details for receiving funds and the correct phone number from which the payment will be made. If the details are wrong, the User risks losing the funds with no possibility of a refund.

4.22 Ruble payments are accepted only via SBP using the order's QR code and only from the phone number confirmed during verification. Transfers from a SIM card balance, through money transfer systems or third-party card-to-card services, and cash deposits via ATMs are not accepted as payment. Orders paid in violation of this clause are blocked automatically, and the User may be denied further service.

4.23 If a payment comes from a different number or a different person, the Service arranges a refund. The refund takes up to 24 hours.

4.24 A payment made after the timer has expired may require an additional check to be confirmed.

4.25 The Service may request confirmation of a payment: a bank receipt in PDF, an account statement, a screen recording of the User's online banking or repeated verification. Checking a receipt takes from 5 to 60 minutes, in rare cases longer.

4.26 A receipt is accepted if it shows the “successful” status, the date and time of the transfer, the amount and the recipient's details (phone number, full name, bank). Only receipts issued by the bank in PDF are accepted; screenshots and photos do not count as confirmation. Receipts are reviewed strictly within the payment timer.

4.27 A payment dispute is accepted if the receipt is no more than 7 days old. If a payment is not reflected in the order within 24 hours, the User should contact support immediately.

4.28 Two orders to the same wallet created within 10–15 minutes may be fulfilled with a single transaction for the total amount.

4.29 An order takes from 5 to 60 minutes to fulfil from the moment the funds arrive. In case of technical failures or an additional check, up to 120 minutes.

4.30 When a refund is made on the User's initiative, a fee equal to the actual costs of receiving and sending the funds is deducted.

5 Privacy policy

5.1 To carry out an operation, the Service requests the User's personal data, stores it in encrypted form and does not share it with third parties, except in the cases listed in clauses 5.4, 5.5 and 6.5 of these rules and in clause 7.2 of the AML/KYC policy.

5.2 Data between the User and the Service is transmitted over a secure connection (TLS, 256-bit key).

5.3 The Service may collect additional information about the User by lawful means. The information collected is not shared with third parties, except under clauses 5.4, 5.5 and 6.5 of these rules and clause 7.2 of the AML/KYC policy.

5.4 Personal data and operation details may be disclosed by court order, at the written request of law enforcement agencies or on the Service's initiative in the cases provided for in section 6, while preserving their confidential status.

5.5 Operation details may be shared with a payment system or payment provider at their official request for an internal investigation.

5.6 The User's data and the details of their operations are kept for 3 years after the last operation.

6 Policy on countering illegal operations and money laundering

6.1 The Service follows rules and procedures that prevent ATOM from being used to legalise illegally obtained funds or for any other illegal operations.

6.2 Order requirements:

- the sender and the recipient of an order are the same person; transfers from third parties are prohibited;
- the User provides a valid email, phone number and payment details; all requests about an order are considered only from the email specified in the order;
- orders created through anonymous connections are not fulfilled.

6.3 To prevent illegal operations, the Service limits operation amounts depending on the country and the User's level of identification, analyses operations automatically and puts suspicious ones on hold, follows the “know your customer” principle and checks the information received from the User by available means.

6.4 The Service may put an order on hold and request copies of identity documents and proof of the lawful origin of the funds if: the conditions of clause 6.2 are violated; there is a suspicion that the Service is being used for illegal operations; the order was stopped by the fraud prevention system. The User provides the documents within 7 business days of the request; otherwise the order is cancelled. If the User refuses to provide the documents, the Service may refuse further service.

6.5 The Service may refuse service and pass the collected information to law enforcement agencies if: operations related to terrorist financing, money laundering or fraud are detected; there are grounds to believe the documents are forged; the competent authorities have reported the illegal origin of the funds; the User's actions may harm the Service or are aimed at interfering with its software platform or database.

7 Limitation of liability

7.1 The Service works around the clock and is not a bank. Services are provided “as is”; the Service gives no additional guarantees.

7.2 The Service's liability to the User is limited to the amount of funds received from the User for the order. The User's liability to the Service is also limited, except in the cases of clause 7.9.

7.3 The Service is not liable for losses caused by temporary unavailability of the website, failures and delays of payment systems and blockchain networks, or for lost profits and unmet expectations of the User.

7.4 The User is responsible for errors in the details they provide.

7.5 The User is solely responsible for paying taxes and fees under the laws of their country. The Service is not a tax agent.

7.6 The User undertakes not to carry out illegal or fraudulent operations through ATOM and is liable for such attempts under the law.

7.7 The User undertakes not to interfere with the Service's software and hardware platform and not to distort communication with it. If such actions are detected, the order is put on hold until verification is passed, after which the order parameters are recalculated on the current terms. If the User disagrees with the recalculation, the funds are returned to the payer minus the costs of the refund.

7.8 The Service is not a party to the relationship between the User and a payment system or bank and is not liable for the fulfilment of their obligations.

7.9 The User compensates the Service for losses caused by the User's actions, unless they are caused by the Service's fault.

7.10 By accepting the terms, the User confirms that they are not a citizen or tax resident of the USA.

7.11 Funds received later than 3 months after the order was created, or without an order, become the property of the Service.

7.12 If the payout details are wrong, the User provides correct ones within 3 months; after that the funds become the property of the Service.

7.13 The User has 6 weeks to provide the documents requested to check a payment (receipt, statement); after this period the funds are not returned.

7.14 The Service is not liable for errors and failures on the side of payment systems. If the User pays an amount different from the one in the order, the User may lose the funds due to the way payment systems work.

8 Dispute resolution

8.1 Disagreements are resolved through negotiations between the User and the Service on the basis of these rules.

8.2 Claims are accepted in electronic form using the contacts listed on the “Contacts” page of atom-exchange.com.

8.3 If no agreement is reached, the dispute is considered under the laws of the Service's place of registration.

9 Force majeure

9.1 Under force majeure circumstances, the order fulfilment deadlines are postponed for the duration of these circumstances, and the Parties are released from liability for failure to fulfil or late fulfilment of their obligations.

9.2 Such circumstances include war, terrorist attacks, fire, flood, mass riots, hacker attacks, acts of public authorities, and power and communication outages.

10 Final provisions

10.1 The Service may send information about the progress of an order and other information, including advertising, to the email specified by the User.

10.2 The information on atom-exchange.com is the property of the Service and is protected by copyright.

10.3 By accepting the terms, the User consents to the processing of personal data: collection, systematisation, storage, clarification, use, blocking and destruction.

10.4 The User confirms that they have read all the provisions and accept them unconditionally. The Service cannot be used otherwise.