



Terms and Conditions

This terms and conditions is a legal agreement between you and Singlepay Technologies Limited that govern your use and access to Singlepay Technologies Ltd services.

Singlepay is a payment facilitator and not a bank nor any other chartered depository institution.

These services include mobile wallet services, vendor-buyer escrow services, peer to peer money transfer, payment of bills and services, requesting money and buying airtime. Kindly read through before conducting any services with us or creating an account.

The following are the defined terms used herein:

- 'You' or 'customer'. A person who registers or uses our services.
- Singlepay Vendor. A person that allows us to sell items to customers on the app.
- Vendor/ Seller. A customer who uses our services to process payment transactions from buyers.
- Buyers. A customer who uses our services to pay for goods or services from sellers or vendors.
- Delivery provider. A company in partnership with Singlepay to facilitate our escrow services in delivery of goods and services to buyers.
- Payment option. The method of payment chosen by the customer to transact money within the app.
- Payment transactions. The processing of payment within our platform that results in either debiting or crediting of the customer's account.
- Product. Any good, service or merchandise that is listed for sale by the Singlepay vendor or listed by the vendor on their external stores that a buyer may pay for.
- Purchase. The amount of a payment transaction to pay for a product including any related taxes, shipping charges or any additional charges applicable.
- Our Services. The services offered by Singlepay to our customers.
- Payment platform. The singlepay.co.ke website or Singlepay App.
- 'We' or 'Us'. Singlepay Technologies Ltd

By agreeing to our terms and conditions you consent that you are;

- 18 years or older and;
- Capable of entering into a binding legal agreement

User Account Terms

You must open an account ("Singlepay Account") with us in order to use our services. During registration we will ask for your information which may include but is not limited to, your name and other personal information. You must provide accurate and complete information in response to our requirements and that information must be kept current and accurate.

You warrant that any information provided in connection with the services, including your business name accurately and truthfully represents your business or personal identity under which you sell goods and services.

You are fully responsible for any activities taking place in your Singlepay account, including activities carried out by persons to whom you have granted access to your Singlepay account. We reserve the right to change the account type, suspend or terminate the Singlepay Account of anyone who provides inaccurate, false or incomplete information or those who fail to comply with the account registration requirements.

Communications

- You consent to accept and receive communications from us, including e-mail, text messages, calls and push notifications to the current cellular telephone number provided by you in your account records.
Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications.
- You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the services.
- Text messages and emails may be generated by automatic notifications systems

P2P Money Transfer

- You acknowledge and agree that peer to peer money transfer is a transaction between you and the customer and not you and Singlepay.
- You acknowledge and agree that we shall not be responsible for money sent erroneously and not reversed within the minimum time of 30 seconds.

Buyers and Sellers

- You acknowledge and agree that payment transactions are between you and the buyer, not between you and Singlepay.
- You acknowledge and agree that payment transactions are between you and the seller and not between you and Singlepay.
- Singlepay is not a party to a buyer's purchase of a product and is not a buyer or seller in connection with any payment transaction.
- We may delay payment processing of suspicious transactions or transactions that may indicate fraud, misrepresentation or violation of an applicable law as stated in The Kenyan Constitution 2010, this terms and conditions or any other applicable Singlepay's policies as determined in Singlepay's sole and absolute discretion.
- Buyer authorizes the charge or debit to the Buyer's account as required to complete the processing of a payment transaction.
- The buyer also authorizes the crediting of their account in connection to reversals, refunds or any other adjustments related to their accounts.

Limitation on The Use of Service

- We may limit or suspend your use of service at any time in our sole and absolute discretion upon which we will notify you via email or text message or any means of communication provided by the Singlepay platforms.

- We do not guarantee that our services will be uninterrupted and error free. We shall not be responsible for any service interruptions (including but not limited to power outages, system failures or other interruptions) that may limit the use of our services.
- We also reserve the rights to limit certain features of our payment platforms without notice and without liability.

Registration and Login Information

- You are responsible for keeping your username and password confidential.
- You are responsible for persons who you grant access to your account on our payment platforms.
- You agree to notify us immediately incase of any suspicious activity in your account
- You agree to notify us immediately of unauthorized access to your account or breach of security

Singlepay Escrow Services

- Singlepay shall not be responsible for the safety, accuracy, quality, reliability, integrity or the legality of any product, the truth or accuracy of the description of the product that is sold by Singlepay vendors, vendors or any other type of sellers whose payment is facilitated by our payment platform.
- We will not be responsible for liability, errors or omissions in any product.
- Singlepay guarantees holding of the money until the delivery provider confirms that the product has reached the buyer and not until the buyer has inspected the goods.
- We shall not be responsible for the delay of delivery of goods or services to the buyer.

Limitations of Liability

Singlepay shall not be liable to the Customer in the event of disruption of service on our payment platforms or telecommunication facilities. This includes but is not limited to lightning, floods, earthquakes, prohibitive decisions made by government or local authority or civil war conflict and industrial strikes as well as any global or partial dysfunction of service.

Legal Jurisdiction

These terms of service shall be governed in all aspects in accordance with the Laws of Kenya and a complete jurisdiction in Kenya shall determine every dispute arising out of or in connection with this Terms of Service.

Modification of Terms of Service for Buyers

We have the right in our sole and absolute discretion, to change, modify or amend any portion of these terms of service at any time.

In the condition that this happens, you will receive notifications on the app notification section, website notification section, email or SMS. The changes will then become effective immediately and will affect all the activities going forward.

In the event that you do not agree to the new terms and conditions, your option will therefore be to terminate your use of our services.