***Pay Society***

**Account Holder terms - Executive Summary**

**Note:**

**A Account Holders may be individuals, unincorporated entities, trusts or companies, but businesses which intend to Use the Pay Society Platform for buying or selling goods/services or a regular basis must agree extra Customer terms.**

**Steps:-**

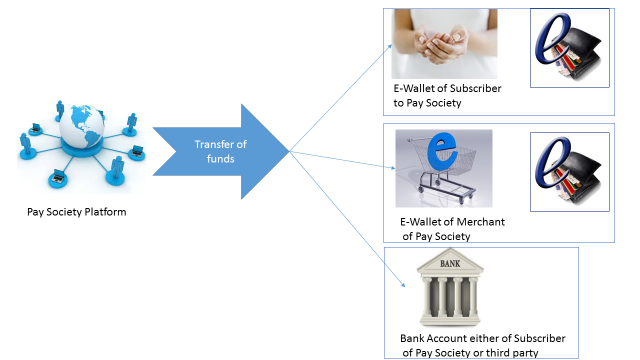
1. Account Holder subscribes to Pay Society by providing mandatory information, and is issued a unique identifier and a PS e-wallet;
2. Account Holder deposits funds from their third party bank to their PS e-wallet, and authorizes a transaction, by providing transferee details, amount and currency, and clicking “*agree”* to mandatory Account Holder terms on the Pay Society website.

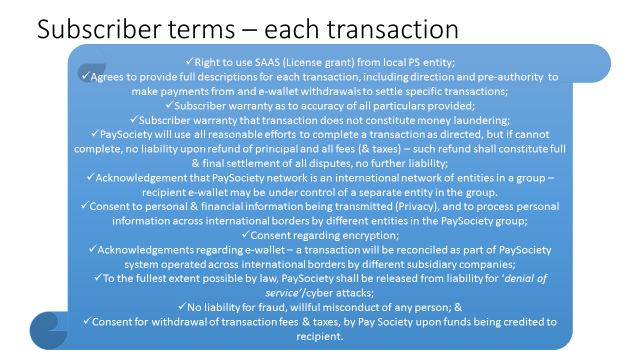
**Each Transaction involves (1) Inward Payment and (2) Outward Payment(s) –** unique country specific terms may apply in addition to general terms depending on location of Inward Payment and Outward Payment(s).

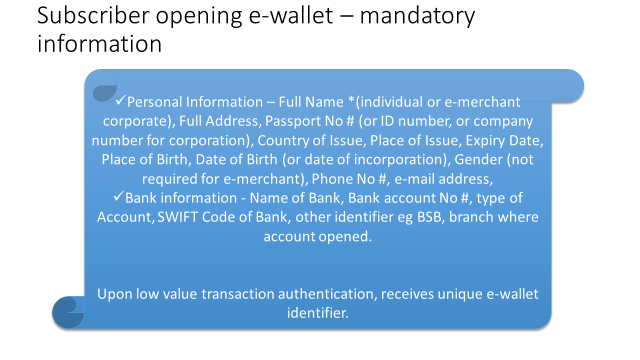
Inward Payment

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Outward Payment



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**Account Holder mandatory *Click-wrap* terms**

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**Before each transaction, these terms must be accepted by each Account Holder, every time.**

**No Transaction may proceed until the Account Holder has acknowledged agreement to these terms.**

**They cannot be negotiated.**

**1 Creation of Account Holder Account**

Prior to the first transaction, the Account Holder must create a Pay Society Account.

In exchange for Pay Society providing a unique Account number and for the Account Holder offering a password, and this password being accepted and registered by Pay Society with the Pay Society Account, the Account Holder must provide the following mandatory information:-

|  |  |  |
| --- | --- | --- |
| **Item** | **Field** | **Comment** |
| 1 | First Name of Subscriber or unincorporated Customer |  |
| 2 | Last Name   |  |  | | --- | --- | | Last Name |  | | Previous (Maiden) last name |  | |  |
| 3 | Middle Name(s) or initial of Subscriber or unincorporated Customer |  |
| 4 | If Customer – Business / Company/ unincorporated entity trading name |  |
| 5 | Address of Account Holder   |  |  | | --- | --- | | Apartment/ Street Number |  | | Street |  | | Suburb/ Town |  | | City / District |  | | Post Code |  | | Country |  | |  |
| 6 | Gender (if individual) of Subscriber   |  |  | | --- | --- | | Male |  | | Female |  | |  |
| 7 | e-mail address of Account Holder   |  |  | | --- | --- | | Primary e-mail address |  | | Work e-mail address |  | | Secondary (private) e-mail address of Account Holder representative |  | | **The primary e-mail for communication between Account Holder & Pay Society to be repeated** |
| 8 | Phone numbers of Account Holder   |  |  | | --- | --- | | Home Phone – land line |  | | Home cell phone |  | | Office Phone – land line (or office main switch & extension) |  | | Office cell phone |  | |  |
| 9 | Nationality of Subscriber / Place of Incorporation of Customer/ Primary place of business of Customer |  |
| 10 | Passport Number or National Identification Number of Subscriber   |  |  | | --- | --- | | Passport Number |  | | Issuing Country |  | | Issue |  | | Expiry |  | | National Identification Number |  | | Country |  | |  |
| 11 | Drivers’ License Number of Subscriber   |  |  | | --- | --- | | Number |  | | Expiry |  | |  |
| 12 | Place & Date of Birth of Subscriber – Place of Incorporation / establishment of Customer   |  |  | | --- | --- | | Place of Birth / incorporation / establishment |  | | Date of Birth / date of establishment of Customer |  | | If an entity, place of incorporation of Customer |  | |  |
| 13 | Bank where Account opened/held |  |
| 14 | Bank Account international identifier   |  |  | | --- | --- | | SWIFT |  | | Other International Bank Number |  | | BSB (Australia) |  | |  |
| 15 | Bank Account Type (Savings/ Credit/ other) |  |
| 16 | Branch where Account Opened |  |
| 17 | Account Number |  |
| 18 | Account Name if different from above |  |
| 19 | If an Account Holder has multiple bank accounts he/she can register multiple bank accounts to the same Pay Society account. (Items 13 to 19 above to be repeated) |  |
| 20 | If the bank account is in more than 1 name (e.g. a joint account), all account names must be provided. | All account holders (or persons with signatory authority) must provide items 1 to 19 and each joint account holder must give the Account Holder their written consent to operate the Pay Society account for each of them**.** |
| 21 | If Account Holder is a Corporation, Trust, or unincorporated entity. | All account holders must provide items 1 to 19 and each joint account holder must give the Account Holder their written consent to operate the Pay Society account for each of them**.** |
| 22 | For Trusts – scanned signed Trust Deed |  |
| 23 | For Companies – Certificate of Incorporation – Statement from Companies register of officers of Company |  |

**2 Transaction Disclosure, Authority & Direction to Pay by Account Holder**

For each Transaction, the Account Holder must:-

1. First have deposited funds from their Account Holder third party bank to their PS e-wallet and have sufficient funds for their Outward Payment;
2. accept the mandatory Account Holder “*click-wrap”* terms; and
3. provide the following mandatory information:-

|  |  |  |
| --- | --- | --- |
| **Item** | **Field** | **Comment** |
| (a) | Account Holder Pay Society Account Number |  |
| (b) | Account Holder unique password |  |
| (c) | Account Holder PS e-wallet | Should be the e-Wallet connected to the Account Holder’s Pay Society Account |
| (d) | Name & Address of branch where Account Opened the “**Inward Payment Location**” |  |
| (e) | Transferee Type :  All transactions are in two stages.  Each transaction requires an (1) Inward Payment from the Account Holder’s third party bank to the Account Holder’s PS e-wallet. (Account Holder deposits funds from their third party bank account to their unique PS e-wallet).  Thereafter, (2) each transaction requires an Outward Payment either to:-   1. Account Holder’s bank account (an account registered with Account Holder’s Pay Society Account); 2. Third party bank account; 3. Another PS e-wallet; 4. Another Pay Society Customer (e-Merchant). |  |
| (f) | Transferee name:-   |  |  | | --- | --- | | First Name |  | | Middle Name(s) |  | | Last Name |  | | Full name - if not individual – type of transferee – trust, company etc… |  | |  |
| (g) | If transferee is an Account Holder, the Pay Society unique identifier of the Account Holder recipient. |  |
| (h) | If transferee is a third party bank, items 13 to 19 above |  |
| (i) | Currency of outward payment, including:-   |  |  | | --- | --- | | Sterling |  | | $US |  | | Euro |  | | $SING |  | | $AUD |  | | $HKD |  | | THB |  | | **Only those currencies offered - Pay Society may not offer all currencies** |
| (j) | Amount (including decimal point) |  |
| (k) | Exchange rate applicable to transfer |  |
| (l) | Purpose of transfer/general description [drop down box for standard Transaction descriptions] |  |
| (m) | If in payment of an invoice or for goods or services – identify the specific invoice, goods/ services to which the transfer amount applies.  If paying for goods and services Customer agrees that the Customer terms apply to this commercial transaction. |  |
| (n) | Special message (e.g. – mortgage payment, repatriation of salary, *happy birthday*) |  |
| (o) | Authority – The Account Holder authorizes Pay Society to complete the full transaction. |  |
| (p) | Direction to Pay – I, the Account Holder of the applicable Pay Society account, hereby direct Pay Society to pay the amount described above in the manner and for the purpose described above and in accordance with the Account Holder terms. |  |
| (q) | Name & Address of recipient/ transferee:-  eg :-  (i) bank branch where funds will be transferred to; or  (ii) address of Account Holder where funds will be transferred to  the “**Outward Payment Location**” |  |
| (r) | Unique KYC identifier confirmation information – as required in accordance with Pay Society policy and local law | **tbc** |

**Definitions:-**

**“Account Holder”** means Subscriber and/or Customer of a Pay Society Account;

**“Charges”** means the charges, including Transaction fees payable by Account Holder to Pay Society for the Use of the Pay Society Software with the Pay Society Network on the Pay Society Platform.

“**Customer**” means an entity or Person who Uses the Pay Society Platform to receive payments for their goods and services, for commercial purposes, including e-merchants and who is/are bound by the commercial Account Holder Transaction terms forming part of the agreement;

“**Inward Payment**” means the receipt of funds, less Charges, from an Account Holder’s third party bank account to an Account Holder’s PS E-wallet on the Pay Society Platform using the Pay Society Network (Account Holder deposits funds from their third party bank account as a credit to their unique PS e-wallet);

**“Inward Payment Location”** means the name and address of the bank branch where the Account Holder’s bank account was opened from which funds are remitted to the Account Holder’s Pay Society Account/PS e-wallet;

“**Intellectual Property**” means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trade marks, service marks, trade names, domain names, designs, patents, circuit layouts, plant varieties, business and domain names, inventions or other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable or patentable and “**Intellectual Property Rights**” has a corresponding meaning and will be construed accordingly;

“**Outward Payment**” the remittance of funds from the Pay Society Account on the directions of the Account Holder forming part of a Transaction, being such transfer or remittance of funds, less Charges, from an Account Holder’s PS e-wallet on the Pay Society Platform using the Pay Society Network to:-

1. The same Account Holder’s bank account:
2. Bank account of third party; or
3. another Account Holder’s PS e-wallet;

**“Outward Payment Location”** means the name and address of the recipient or transferee of a Transaction, eg:-

(i) bank branch where funds will be transferred to; or

(ii) address of Account Holder where funds will be transferred to;

“**Pay Society Group**” means the group of related bodies corporate of the Pay Society Parent. Some of the entities in the group structure hold PS Bank Accounts and financial services licenses in individual countries. Others in turn, develop and hold Intellectual Property of Pay Society, or manage the Pay Society Platform and/or Pay Society Network.

“**Pay Society**” means the business conducted by the Pay Society Group;

“**Pay Society Account**” means an account of an Account Holder issued by Pay Society;

“**Pay Society** **Network**” means a software layer of the Pay Society Software, forming part of the Pay Society Platform, which classifies and sorts like Transactions by a process known as ‘*Parse*”, so as to standardize like transactions to enable efficient processing of them in batches of like Transactions;

“**Pay Society Parent**” means the parent company of the Pay Society Group;

“**Pay Society Software**” means the proprietary software, including innovative software solutions for the transfer of money through the use of credits, sorted and tracked through a proprietary network, which can be reconciled in batches of like Transactions with real funds in bank accounts reliably in high volumes and at lower cost than existing bank-to-bank telegraphic transactions;

**“Pay Society Platform**” means the connection layer where Account Holders can connect via ‘*Software as a Service’* to the Pay Society Network, so that they may input Transaction data to enable receiving and paying funds Using the Pay Society Software;

“**PS Bank Account**” means a bank account of a commercial bank in the name of one of the related bodies corporate of the Pay Society parent company in any country which is connected to the Pay Society Platform;

“**PS e-wallet”** means an e-wallet with a unique identifier being a sub-account of a PS Bank Account with credit (or debit) held for an individual Account Holder;

**“Subscriber**” means an entity or Person who Uses the Pay Society Platform in order to perform (outgoing payment and incoming receiving) Transactions, for individual non-commercial purposes;

“**Transaction”** means a transaction effected using the Pay Society Platform and the Pay Society Network; and

“**Use**” means to load execute, employ utilize, store or display the Pay Society Software in object code only and in accordance with such scope of Use limitations as are imposed by its proprietor in writing.

|  |  |  |
| --- | --- | --- |
| **Section** | **Subject** | **Operative Provision** |
| 1 | Nature of service – Pre-requisites | Pay Society offers its Account Holders the right to Use the Pay Society Software *as a service* only in conjunction with the Pay Society Network on the Pay Society Platform to transfer funds as follows:-   * **Inward Payment** - Receipt of funds, less Charges, from Account Holder’s third party bank account to Account Holder’s PS E-wallet on Pay Society Platform using the Pay Society Network (Account Holder deposits funds from their third party bank account as a credit to their unique PS e-wallet);      * **Outward Payment**- Transfer of funds, less Charges, from an Account Holder’s PS e-wallet on the Pay Society Platform using the Pay Society Network to:-  1. The same Account Holder’s bank account: 2. Bank account of third party; or   (iii) another Account Holder’s PS e-wallet.    Pre-Requisites  It is a pre-requisite to any Transaction under this agreement, that each of the following has occurred :-   1. Account Holder has a valid Pay Society Account; 2. Account Holder has first transferred sufficient funds from their third party bank to the Account Holder’s PS e-wallet to cover the Outward Payment together with the Charges. |
| 2 | Scope & Term | As a pre-condition of providing the service described in this agreement, that this agreement must be accepted for *each and every* Inward Payment and Outward Payment(s) comprising each Transaction. This agreement applies to the Transaction in respect of which it was accepted by the Account Holder. |
| 3 | Consents in relation to Pay Society Group and International transactions | The Account Holder acknowledges that the Pay Society Software, the Pay Society Network, and the Pay Society Platform are proprietary to Pay Society.  The Pay Society Group is a group corporate structure, comprised of a parent company and related bodies corporate.  Account Holder acknowledges that Transactions will involve funds being transferred to and from PS Bank Accounts which are, or are likely to be in the name of different entities in the Pay Society Group, using technology developed by and proprietary to other entities in the Pay Society Group.  By Using the Pay Society Software in conjunction with the Pay Society Network on the Pay Society Platform to transfer funds, the Account Holder fully and irrevocably consents to worldwide transfers between PS Bank Accounts held by entities within the Pay Society Group for each of such fund transfer(s).  The Account Holder further consents to Pay Society transferring funds to such third party transferee(s) as is disclosed and authorized by Account Holder on a Transaction-by-Transaction basis.  The Account Holder consents to Charges having been received with respect to each Transaction being subsequently transferred within the Pay Society Group and to the Pay Society Parent in the absolute discretion of Pay Society, and being reported as revenues of any applicable entity in the Pay Society Group. |
| 4 | Right to Use Grant | The Pay Society Parent has the right to grant the license to the Account Holder in these Account Holder terms.  The Account Holder elects to make payments Using the Pay Society Software, via the Pay Society Network, and the Pay Society Platform.  In consideration for the Charges, Pay Society grants to Account Holder a limited, personal, non-transferable, non-assignable, right to Use the Pay Society Software *as a service* in conjunction with the Pay Society Network on the Pay Society Platform for the specific Transaction contemplated by this agreement. |
| 5 | License Terms | The Account Holder may only Use the Pay Society Software, via the Pay Society Network, and the Pay Society Platform for the purposes of the current Transaction, and for no other purpose.  The Account Holder receives no proprietary Intellectual Property rights to the Pay Society Software, the Pay Society Network, or the Pay Society Platform.  The Account Holder may not attempt to reverse engineer any proprietary Intellectual Property of Pay Society or the Pay Society Group.  The right to use is personal to the Account Holder, and the Account Holder may not assign or sub-license any of the rights granted under this agreement.  The Pay Society Software, Pay Society Network, and Pay Society Platform are proprietary trade secrets of the Pay Society Parent and the Pay Society Group, and revealing any element of them without the express of Pay Society will cause harm to Pay Society which will entitle Pay Society to recover damages against Account Holder.  The Account Holder acquires no right to any hardware or equipment used to operate the Pay Society Network nor the Pay Society Platform.  Pay Society may terminate Account Holder’s right to use at any time including if any of the license terms have been or are likely to be breached. |
| 6 | Know Your Customer (KYC) | KYC is required to know the Pay Society Account Holders better and manage its risks prudently, while complying with anti-money laundering/anti-terrorism regulations and other applicable laws.  The Account Holder will be required to provide 2 tier identification in such form as required by Pay Society  Pay Society’s KYC policy document is incorporated into and forms party of this agreement by the hyperlink appearing below:-  [hyperlink to Pay Society KYC policy]  If beyond the specified limit (this specified limit to be decided based on regulations), where an Account Holder cannot satisfy the identification requirements, Pay Society is under no obligation to process the applicable transaction.  two-factor-authentication.gif (448×166) |
| 7 | Warranty as to Disclosure | The Account Holder warrants to the Pay Society Parent, and to the Pay Society Group that all particulars disclosed at the time of opening the Pay Society Account and for this and every Transaction are clear complete and accurate to the best of the Account Holder’s knowledge, and no relevant particulars have been omitted.  Pay Society is not liable for any errors made by the Account Holder. |
| 8 | Authority & Direction to Pay | This agreement constitutes both a binding and irrevocable:-   1. authority from the Account Holder to Pay Society to receive funds and deduct Charges from the Inward Payment(s) from the Account Holder’s third party bank account and to credit the Account Holder’s PS e-wallet to effect and complete the Transaction contemplated; and 2. direction to pay from the Account Holder to Pay Society to pay the transferee and deduct Charges for Outward Payment(s) as described for this transaction.     The Account Holder authorizes Pay Society to complete the Transaction contemplated by this agreement.  Once given by an Account Holder, an authority and direction cannot be reversed, and Pay Society is not liable for following this authority and direction. |
| 9 | Consents | General consent  Account Holder authorizes Pay Society to withdraw sufficient funds (including rounding up to the nearest $US0.05 – five US cents) from:-   1. Account Holder’s third party bank (with respect to Inward Payment(s) to Account Holder’s PS e-wallet), which is a pre-requisite to the Outward Payment; and 2. from Account Holder’s PS e-wallet (with respect to the Outward Payment(s) from Account Holder’s PS e-wallet);   and to credit the balance to the Account Holder’s e-wallet less Charges and subject to rounding up or down to the nearest $US0.05 – five US cents. |
| 10 | Customer terms | This section does not apply to Subscribers, but only applies to Customers.  Customer holds all licenses and approvals required for the purchase and sale of the products and services the subject of every Transaction processed by the Pay Society Platform.    Customer warrants to the Pay Society Parent, and to the Pay Society Group that :-   1. no Transactions are in breach of any export control or trading embargo law or regulation in the country of outward or inward payments, or the country of domicile or where any third party bank account is open; 2. all Transactions comply with applicable tax obligations in the affected jurisdiction(s), and taxes due and payable by consumers of Customer are clearly stated; 3. descriptions of goods and services are not misleading or deceptive; 4. no goods and services involve any criminal activity, including, without limitation, the use of child labour; 5. all Transactions are non-discriminatory; 6. fair refunds or work-arounds will be offered on request from consumers where Customer’s products are defective or services have not been adequately provided; 7. when possible, it will settle disputes with its consumers without involving Pay Society; 8. no products or services bought or sold will adversely affect the brand or good name of Pay Society; and 9. it is fully compliant with all applicable laws and regulations governing the sale and purchase of affected goods and services, including anti-trust, fair trading, consumer protection laws, trading in the affected jurisdiction(s).   (the “**Customer Terms**”) |
|  | Security | Pay Society uses encryption software as a safeguard against fraud, and whilst Pay Society will maintain reasonable care in the operation of such encryption software, Pay Society accepts no liability in the event that such encryption software is or may be compromised by any third part cause, software bug or by any party. |
| 12 | Data Privacy | Pay Society respects the personal private nature of information provided by Account Holder.  Account Holder consents to Pay Society processing personal private information of Account Holder.  Account Holder consents to Pay Society retaining personal private data of Account Holder indefinitely. Pay Society has no obligation to retain personal private data of Account Holder for any period longer than that required by law.  Account Holder authorizes Pay Society and entities in the Pay Society Group to transfer personal private information to any country where the Pay Society Platform is in operation, and consents to the processing of Account Holder’s personal private data across international borders without any requirement for further consent. In granting this consent, Account Holder further acknowledges that adequate notice has been given by Pay Society to the Account Holder disclosing the nature of Pay Society’s international network of related entities and the free transfer of Account Holder’s personal private data between them across international borders and between jurisdictions where differing data protection and privacy laws may apply.  Provided adequate proof of identification has been provided, where requested by Account Holder, Pay Society will provide details of (i) data and records held in respect of Account Holder; (ii) how such information is used by Pay Society; and (iii) safeguards which Pay Society has in place to protect the confidentiality of Account Holder’s personal private information which is held by Pay Society. |
| 13 | “*Opt Out*” – Commercialisation of Account Holder Data | Account Holder consents to Pay Society’s future data commercialization business.  Pay Society will not launch a data commercialization business until such time as it has rolled out its proposed ”*opt out*” programme. The “opt out” programme will allow all Account Holders to opt out of the data commercialization programme for their unique affected personal private data.  If an Account Holder opts out of the data commercialization programme, their unique affected personal private data will not be commercialized or sold by Pay Society to a third party. |
| 14 | PCI DSS | Account Holder acknowledges that PCI DSS (*Payment Card Industry Data Security Standard*) is applicable to transactions involving credit cards. As the Pay Society Software, Pay Society Platform and Pay Society Network perform international transactions between PS e-wallets of Pay Society Account holders, and third party banks, and no Transactions involving credit cards are applicable. Therefore PCI DSS is not applicable to this agreement. |
| 15 | PA DSS | Account Holder acknowledges that PA DSS (*Payment Application Data Security Standard*) is applicable to transactions under the global security standard created by the Payment Card Industry Security Standards Council (PCI SSC).  [provisions/consents to be added when Pay Society achieves PA DSS Compliance] |
| 16 | Prohibited Transactions | Pay Society may without liability, cancel any Transaction where in its absolute discretion, it has reason to believe a Transaction may be prohibited without notice or liability to Account Holder.  The Account Holder may not use the Pay Society Platform for the following types of Transactions.  The Account Holder warrants to the Pay Society Parent, and to the Pay Society Group that no Transaction in whole or part constitutes:-   1. an improper transaction as described in this agreement; 2. without limitation of (i) above, money laundering; 3. an unauthorized transaction; or 4. an illegal activity of any kind.   (“**Prohibited Transactions**”) |
| 17 | Account Holder Obligation & Liability | Anti - Money Laundering  The Account Holder is and shall remain liable to Pay Society for failing to provide notice of any Transaction which may be a Prohibited Transaction, or which may be an Improper Transaction, including:-    Improper Transactions  Payments for/ transactions involving :-   * Drugs, the growth of drugs, the transport of drugs or the distribution of drugs; * Weapons, military purposes; * pyramid selling; * Sexual and escort services; * Money transfer services; * Bribery or facilitation payments; * goods interfering with or circumventing intellectual property rights; * Products or services supporting hatred, violence, terrorism or discrimination; or * Gambling services to the extent such services are illegal or require a valid license in the country of transfer or receipt.   (“**Improper Transactions**”) |
| 18 | Charges | |  |  | | --- | --- | | **Type of Transaction** | **Charge - $USD** | | Inward | Say$US0.10 | | Outward | Say$US0.40 | | Currency Conversion – if inward and outward are in different currency | [x]% [above the rate quoted by y] |   Account Holder authorizes Pay Society to withdraw deduct Charges for each Transaction from Account Holder’s PS e-wallet without further notice – Charges are payable by Account Holder to Pay Society upon the Transaction being recorded by Pay Society as having been processed on the Pay Society Platform.  All Charges are non-refundable.  If Pay Society mis-calculates, Account Holder remains liable for the actual Charges due.  If Pay Society makes a manifest error in deducting Charges, it will attempt to reconcile by re-crediting Account Holder’s PS e-wallet within sixty (60) days of the error. |
| 19 | Exchange Rate | Pay Society does not offer buy and sell rates of currency exchange.  Account Holder acknowledges that Pay Society does not speculate in currency, and all currency conversions are required to complete a Transaction in accordance with the Account Holder’s specific instructions.  Account Holder consents to Pay Society receiving a Charge for all currency conversions at the following exchange rates:-  [the rates to be disclosed as percentages above published rates of exchange as follows:-  Eg   |  |  |  | | --- | --- | --- | | **Country** | **Currency** | **Rate** | | UK | From Sterling to other Pay Society currencies | [x] % above the daily spot rate of the Bank of England as published in the Bank of England’s website:-  http://www.bankofengland.co.uk/boeapps/iadb/Rates.asp?Travel=NIxIRx&into=GBP | | EU | From Euro to other Pay Society currencies | [x] % above the daily spot rate of the European Central Bank as published in the ECB’s website:-  https://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html | |
| 20 | Pay Society Service | Provided all particulars have been furnished by Account Holder for a particular Transaction, and there is no breach or ongoing breach of this agreement by Account Holder, Pay Society will use reasonable efforts to complete a Transaction in accordance with the Account Holder’s authority and direction on the next applicable batch cycle.  Pay Society is not liable to Account Holder or any third party for any losses arising from or in consequence of any delayed completion of any Transaction.  Pay Society may amend or cancel certain services offered. |
| 21 | Service Outages | Pay Society makes no warranty that its service will operate at all times.  Minor outages may occur. Pay Society may also undergo planned outages to improve the Pay Society Platform.  Pay Society will endeavor to notify Account Holders of major service outages by displaying a notice on its website. If Pay Society plans an outage, it will endeavor to notify affected Account Holders of service outages by notice to affected Pay Society Account Holders, and also by displaying a notice on its website. |
| 22 | Transaction Screening | Account Holder acknowledges that Pay Society may monitor and screen transactions for fraud, money laundering and any activity which may be damaging to the Pay Society brand, and Account Holder consents to such screening. Account Holder acknowledges that Pay Society may monitor transactions in a jurisdiction other than the place of either or both Inward Payment and/or Outward Payment. |
| 23 | Pay Society not obliged to complete Transaction (s) | Pay Society is under no obligation to proceed with or settle any Transaction, including in circumstances, each in Pay Society’s unfettered discretion, where:-   1. inadequate disclosure has been provided; 2. inadequate authority has been provided; 3. Account Holder has breached this agreement; 4. Insufficient funds for the Outward Payment and applicable Charges are credited to the Account Holder’s e-wallet; 5. a Transaction may be a Prohibited Transaction, and Improper Transaction, illegal or contrary to law; 6. a Transaction may be damaging to The Pay Society Software, the Pay Society Platform or the Pay Society Network; or 7. a Transaction may be damaging to the Pay Society brand.   Pay Society is not liable to Account Holder or any third party for any losses arising from or in consequence of any failure to complete any Transaction. |
| 24 | Disclaimer | Pay Society operates a limited financial and technology service to Account Holders. Pay Society does not warrant and disclaims all liability for any claim that its service will be fit for any particular business or financial need, purpose or requirement of Account Holder or any other party. Pay Society disclaims all liability arising as a result of :-   1. fraud, willful misconduct of any person; 2. inability to complete a Transaction where there is insufficient credit in either:- the Account Holder’s third party bank account (Inward Payment); or the PS E-wallet (Outward Payment); 3. Transactions which cannot be completed due to incomplete or inadequate particulars, or a failure to provide full authority or particulars; 4. inability of Account Holder to freely provide “*know our customer*” identification when requested; 5. processing of personal private data of Account Holder across international borders; 6. cyber crime and denial of service attacks caused by Subscriber; 7. compromise to Pay Society’s encryption software; 8. taxes due on Transactions processed by the Pay Society Platform; 9. service outages whether planned or unplanned; 10. merchantability or fitness for any purpose; 11. the licenses held or not held by Pay Society or a member of the Pay Society Group; 12. nuisance from third party advertising; 13. alleged non-compliance by Pay Society of any particular financial or prudential law or regulation; 14. claim by party other than Account Holder asserting rights to funds in applicable PS e-wallet; 15. where a Transaction may be a Prohibited Transaction, and Improper Transaction, illegal or contrary to law;   or   1. Pay Society acting bona fide in accordance with Account Holder’s authority and direction.   To the maximum extent permitted by law, Pay Society disclaims all liability for any warranties implied by statute, including any warranty for merchantability or fitness for a particular purpose. |
| 25 | Denial of Service – Cyber Crime | The Account Holder acknowledges that whilst Pay Society will use reasonable efforts to put in place and maintain adequate safeguards to protect the Pay Society Software, the Pay Society Platform and the Pay Society Platform against cyber crime, hacking and denial of service attacks, Pay Society is in no way liable for such cyber crimes or the consequences of them. |
| 26 | Account Holder Indemnity | Account Holder indemnifies the Pay Society Parent, and each member of the Pay Society Group and shall keep each of those parties indemnified against claims, losses and fines arising from:-   1. a breach of any warranty given by the Account Holder in this agreement; 2. in the case of Customer, the Customer’s warranties in this agreement; 3. the supply of inaccurate or incomplete information or Transaction particulars; 4. fraudulent activity of Subscriber/ Customer or fraudulent activity of transferee of Account Holder which is known, actually or constructively, by the Account Holder (as applicable); 5. privacy laws relating to the Account Holder; 6. cyber crime and denial of service attacks caused by any act of the Account Holder; 7. by third party/ies asserting rights to funds in Account Holder’s PS e-wallet; 8. insufficient funds in Account Holder’s PS e-wallet to complete a transaction; or 9. taxes due on Transactions processed by the Pay Society Platform; and 10. Circumstances where Account Holder knows or ought to have known that a Transaction may be a Prohibited Transaction, and Improper Transaction, illegal or contrary to law. |
| 27 | Limitation of Liability | If having used reasonable efforts, Pay Society is unable to complete a transaction in the manner and within the timeframe as described in this agreement, Pay Society shall have no liability to the Account Holder.  The maximum liability of Pay Society to Account Holder under this agreement, whether arising in contract, or tort (in each case, including negligence) is limited to, and in no way can exceed the amount of the Charges paid by the Account Holder for the particular Transaction.  Pay Society is not liable to Account Holder for any indirect, special or consequential losses or damages how so ever arising including, without limitation for loss of profit, loss of revenue, loss of savings, loss of data, loss of anticipated savings, loss of reputation, even if previously advised of such losses.  Account Holder must bring a claim within eighteen (18) months of first becoming aware of it, and waives its rights under statutes of limitations in all affected jurisadictions. |
| 28 | Click-wrap terms – contract formation | Formation of contract – The Account Holder acknowledges for full valuable consideration that this agreement has been created at the time the Account Holder clicks “*I agree*” on the Pay Society web-site. The Account Holder’s offer to Pay Society is the submission of Transaction information, and Pay Society’s acceptance of that offer is receipt of and acting in accordance with such information in accordance with these terms.  Account Holder will provide re-acceptance confirmation in writing upon request from Pay Society.  The Account Holder warrants to Pay Society that the Account Holder is fully authorized to enter into this agreement.  No physical signature is required to enforce this agreement. |
| 29 | Governing Law, Disputes & Arbitration | Notwithstanding the fact that international laws may/will affect each Transaction, this agreement is governed by the laws of Singapore. The laws of Singapore are the agreed proper law of this international agreement. The Account Holder freely consents to the jurisdiction of Singapore Courts.  All disputes arising from this agreement will first be resolved by arbitration by SIAC in Singapore, and the Account Holder consents to and submits to such arbitration at such forum as determined by Pay Society.  Nothing prevents a party from seeking interlocutory relief. |
| 30 | Entire Agreement | This agreement constitutes the entire agreement relating to its subject matter and may only be varied by written variation accepted by authorized persons of both parties. |
| 31 | Fair Measure of Liability | The liabilities in this agreement are fair and reasonable. The Account Holder acknowledges the nature of the Pay Society business and the amount of the Charges for each transaction, and accepts the liabilities set forth in this agreement are entirely fair and reasonable, taking into account all relevant factors. |
| 32 | Advertising | Account Holder consents and shall not object to the use of commercial advertising, including tailored and targeted advertising on the Pay Society Platform or web-sites owned and operated by Pay Society or its authorized partners.  Account Holder consents to receive marketing and advertising material in conjunction with their use of the Pay Society services.  Account Holder waives all rights to a claim for nuisance relating to targeted advertising. |
| 33 | Communication | Pay Society may communicate in writing to Account Holder by mail or e-mail using addresses provided. |

**Country Specific Provisions.**

The following terms apply in all cases where either or both of the Inward Payment Location or the Outward Payment Location for each affected Transaction are one of the following listed jurisdictional areas:-

|  |  |
| --- | --- |
| United Kingdom | [UK Electronic Communications and Transactions Act – 2002]  [UK Proceeds of Crime Act 2002]  Etc… |
| European Union | [EU Directive on Electronic Commerce] |
| United States of America | Unique Provisions:-  Notice while sharing information amongst affiliates under Financial Credit Reporting Act (FCRA)  If the Account Holder is opening a Pay Society Account, when resident in U.S.A, “to help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account”.  What this means?  Pay Society will, when an Account Holder opens a Pay Society Account, we will ask for their :-   * name, * address, * date of birth, and * other information that will allow Pay Society to identify the customer.   Pay Society may also ask to see the customer’s driver’s license or other identifying documents. |
| Singapore |  |
| Australia | [Australian Competition and Consumer Act – 2010] |
| People’s Republic of China |  |
| Hong Kong |  |
| Thailand |  |
| Malaysia |  |
| Viet Nam |  |
| Myanmar |  |
| India |  |
| Sri Lanka |  |
| Pakistan |  |
| Bangladesh |  |
| Cambodia |  |
| Laos |  |
| Taiwan |  |
| The Philippines |  |
| Indonesia |  |
| New Zealand |  |
| Mongolia |  |
| Japan |  |
| South Korea |  |
| Russia |  |
| Ukraine |  |
| Iran |  |
| Egypt |  |
| Morocco |  |
| Turkey |  |
| Israel |  |
| [others] |  |

**Country Specific Prohibited Transactions.**

The following transactions are prohibited in all cases where either or both of the Inward Payment Location or the Outward Payment Location for each affected Transaction are one of the following listed jurisdictional areas:-

|  |  |
| --- | --- |
| United Kingdom |  |
| European Union |  |
| United States of America | <http://www.pmddtc.state.gov/embargoed_countries/>  This chart does not include all policies toward foreign countries for the export of defense articles and defense services. It includes certain policies published in the *Federal Register*, an official U.S. Government publication that should be consulted regularly to ensure up-to-date awareness of published country policies. **All submissions to DDTC are reviewed on a case-by-case basis. There is no presumption of approval for submissions, and DDTC may disapprove applications that are not in furtherance of the national security or foreign policy of the United States, or for any other reason listed in**[**ITAR §126.7**](http://www.pmddtc.state.gov/regulations_laws/documents/official_itar/ITAR_Part_126.pdf).   |  |  |  |  | | --- | --- | --- | --- | | **Country** | **Date** | **Federal Regulation** | **Comments** | | Afghanistan | June 27, 1996 | [61 FR 33313](http://www.pmddtc.state.gov/FR/1996/61FR33313.pdf) (PDF, 12KB) | Amendment to ITAR §126.1 | | May 8, 2001 | [66 FR 23310](http://www.pmddtc.state.gov/FR/2001/66FR23310.pdf) (PDF, 34KB) | Denial Policy to territory of Afghanistan under Taliban control and all of Afghanistan | | July 2, 2002 | [67 FR 44352](http://www.pmddtc.state.gov/FR/2002/67FR44352.pdf) (PDF, 32KB) | Denial Policy to Afghanistan except for Government of Afghanistan and ISAF | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126. Denial policy except for Government of Afghanistan and coalition forces. | | December 31, 2012 | [77 FR 76864](http://www.pmddtc.state.gov/FR/2012/77FR76864.pdf) (PDF, 203KB) | Amendment to ITAR §120.32 to identify Afghanistan as a Major Non-NATO Ally. | | Belarus | July 22, 1993 | [58 FR 39280](http://www.pmddtc.state.gov/FR/1993/58FR39280.pdf) (PDF, 7.1MB) | Amendment to ITAR §126.1 | | Burma | June 16, 1993 | [58 FR 33293](http://www.pmddtc.state.gov/FR/1993/58FR33293.pdf) (PDF, 99KB) | Department of State Suspension Notice | | July 22, 1993 | [58 FR 39280](http://www.pmddtc.state.gov/FR/1993/58FR39280.pdf) (PDF, 7.1MB) | Amendment to ITAR §126.1 | | China (PR) | June 7, 1989 | [54 FR 24539](http://www.pmddtc.state.gov/FR/1989/54FR24539.pdf) (PDF, 64KB) | Department of State Suspension Notice | | July 22, 1993 | [58 FR 39280](http://www.pmddtc.state.gov/FR/1993/58FR39280.pdf) (PDF, 7.1MB) | Amendment to ITAR §126.1 | | Côte d'Ivoire | December 14, 2004 | [69 FR 74560](http://www.pmddtc.state.gov/FR/2004/69FR74560.pdf) (PDF, 59KB) | Department of State Suspension Notice | | December 18, 2007 | [72 FR 71575](http://www.pmddtc.state.gov/FR/2007/72FR71575.pdf) (PDF, 53KB) | Amendment to ITAR §126.1 | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Denial policy, with certain exceptions. | | Cuba | December 6, 1984 | [49 FR 47682](http://www.pmddtc.state.gov/FR/1984/49FR47682.pdf) (PDF, 5MB) | Amendment to ITAR §126.1 | | Cyprus | December 18, 1992 | [57 FR 60265](http://www.pmddtc.state.gov/FR/1992/57FR60265a.pdf) (PDF, 46KB) | Department of State Denial Notice; does not affect export for the UN forces in Cyprus (UNFICYP) or for civilian end-users | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Denial policy, except for exports for UNFICYP and civilian end-users. | | Democratic Republic of the Congo | April 29, 1993 | [58 FR 26024](http://www.pmddtc.state.gov/FR/1993/58FR26024.pdf) (PDF, 109KB) | Department of State Suspension Notice | | July 22, 1993 | [58 FR 39280](http://www.pmddtc.state.gov/FR/1993/58FR39280.pdf) (PDF, 7.1MB) | Amendment to ITAR §126.1 | | February 17, 2004 | [69 FR 7349](http://www.pmddtc.state.gov/FR/2004/69FR07349.pdf) (PDF, 38KB) | Modified Denial policy to DROC | | August 30, 2005 | [70 FR 50966](http://www.pmddtc.state.gov/FR/2005/70FR50966.pdf) (PDF, 50KB) | Further modification of Denial Policy to the DROC. | | December 18, 2007 | [72 FR 71575](http://www.pmddtc.state.gov/FR/2007/72FR71575.pdf) (PDF, 53KB) | Amendment to ITAR §126.1 | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Denial policy, with certain exceptions. | | Eritrea | March 6, 2006 | [71 FR 11281](http://www.pmddtc.state.gov/FR/2006/71FR11281.pdf) (PDF, 46KB) | Department of State Suspension Notice | | October 6, 2008 | [73 FR 58041](http://www.pmddtc.state.gov/FR/2008/73FR58041.pdf) (PDF, 47KB) | Amendment to ITAR §126.1 | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Added to list of countries subject to a UN Security Council arms embargo. | | Fiji | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Denial policy, with one exception (peacekeeping activities). | | Haiti | October 9, 1991 | [56 FR 50968](http://www.pmddtc.state.gov/FR/1991/56FR50968.pdf) (PDF, 73KB) | Department of State Suspension Notice | | April 4, 1994 | [59 FR 15624](http://www.pmddtc.state.gov/FR/1994/59FR15624.pdf) (PDF, 265KB) | Amendment to ITAR §126.1 | | October 4, 2006 | [71 FR 58496](http://www.pmddtc.state.gov/FR/2006/71FR58496.pdf) (PDF, 58KB) | Partial Lifting of Arms Embargo | | February 29, 2012 | [77 FR 12201](http://www.pmddtc.state.gov/FR/2012/77FR12201.pdf) (PDF, 143KB) | Amendment to ITAR §126.1 | | Iran | January 23, 1984 | [49 FR 2836](http://www.pmddtc.state.gov/FR/1984/49FR02836.pdf) (PDF, 122KB) | Department of State Notice designating Iran as a terrorist country | | October 29,1991 | [56 FR 55630](http://www.pmddtc.state.gov/FR/1991/56FR55630.pdf) (PDF, 178KB) | Amendment to ITAR §126.1 | | December 18, 2007 | [72 FR 71575](http://www.pmddtc.state.gov/FR/2007/72FR71575.pdf) (PDF, 53KB) | Amendment to ITAR §126.1 | | Iraq | August 3, 1990 | [55 FR 31808](http://www.pmddtc.state.gov/FR/1990/55FR31808.pdf) (PDF, 75KB) | Department of State Revocation Notice | | September 13, 1990 | [55 FR 37793](http://www.pmddtc.state.gov/FR/1990/55FR37793.pdf) (PDF, 26KB) | Department of State Notice designating Iraq as a terrorist country | | October 29, 1991 | [56 FR 55630](http://www.pmddtc.state.gov/FR/1991/56FR55630.pdf) (PDF, 178KB) | Amendment to ITAR §126.1 | | November 21, 2003 | [68 FR 65633](http://www.pmddtc.state.gov/FR/2003/68FR65633.pdf) (PDF, 35KB) | Denial policy to Iraq except for Iraqi military or police force required by Coalition Provisional Authority. | | April 9, 2004 | [69 FR 18810](http://www.pmddtc.state.gov/FR/2004/69FR18810.pdf) (PDF, 57KB) | Denial policy to Iraq except for nonlethal military equipment, lethal military equipment for use by reconstituted (or interim) Iraqi military or police force, and small arms for use for private security purposes. | | December 18, 2007 | [72 FR 71575](http://www.pmddtc.state.gov/FR/2007/72FR71575.pdf) (PDF, KB) | Amendment to ITAR §126.1 | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Denial policy except for non-lethal military equipment, and lethal military equipment for the Government of Iraq and coalition forces. | | Kyrgyzstan | April 9, 2010 | [Notice](http://www.pmddtc.state.gov/FR/2010/Kyrgyzstan.pdf) (PDF, 244KB) | Notice on Exports to the Kyrgyz Republic | | Lebanon | December 15, 2006 | [71 FR 75609](http://www.pmddtc.state.gov/FR/2006/71FR75609.pdf) (PDF, KB) | Department of State Suspension Notice | | December 18, 2007 | [72 FR 71575](http://www.pmddtc.state.gov/FR/2007/72FR71575.pdf) (PDF, 53KB) | Amendment to ITAR §126.1 | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Denial policy except for exports for UNIFIL and as authorized by the Government of Lebanon. | | Liberia | December 18, 1992 | [57 FR 60265](http://www.pmddtc.state.gov/FR/1992/57FR60265.pdf) (PDF, 46KB) | Department of State Suspension Notice | | July 22, 1993 | [58 FR 39280](http://www.pmddtc.state.gov/FR/1993/58FR39280.pdf) (PDF, 7.1MB) | Amendment to ITAR §126.1 | | September 5, 2001 | [66 FR 46491](http://www.pmddtc.state.gov/FR/2001/66FR46491.pdf) (PDF, 35KB) | Continued denial policy | | December 18, 2007 | [72 FR 71575](http://www.pmddtc.state.gov/FR/2007/72FR71575.pdf) (PDF, 53KB) | Amendment to ITAR §126.1 | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Denial policy, with certain exceptions. | | Libya | October 29, 1991 | [56 FR 55630](http://www.pmddtc.state.gov/FR/1991/56FR55630.pdf) (PDF, 178KB) | Amendment to ITAR §126.1 | | February 7, 2007 | [72 FR 05614](http://www.pmddtc.state.gov/FR/2007/72FR05614.pdf) (PDF, 59KB) | Amendment to ITAR §126.1 | | May 24, 2011 | [76 FR 30001](http://www.pmddtc.state.gov/FR/2011/76FR30001.pdf) (PDF, 181KB) | Amendment to ITAR §126.1. Denial policy, with certain exceptions. | | September 23, 2011 | [Notice](http://www.pmddtc.state.gov/FR/2011/Libya_WebNoticeExporters.pdf) (PDF, 54KB) | Notice to Exporters | | November 4, 2011 | [76 FR 68313](http://www.pmddtc.state.gov/FR/2011/76FR68313.pdf) (PDF, 142KB) | Amendment to ITAR §126.1. | | March 4, 2013 | [Notice](http://www.pmddtc.state.gov/embargoed_countries/documents/Libya_DirectCommercialSales.pdf) (PDF, 36KB) | Direct Commercial Sales Exports to Libya | | March 14, 2013 | [Notice](http://www.pmddtc.state.gov/embargoed_countries/documents/Libya_UNAdoptingResolution2095.mht) (MHT, 89KB) | Security Council Extends Mandate of United Nations Support Mission in Libya for Twelve Months, Unanimously Adopting Resolution 2095 (2013) | | May 10, 2013 | [Notice](http://www.pmddtc.state.gov/embargoed_countries/documents/Libya_DirectCommercialSales05102013.pdf) (PDF, 41KB) | Direct Commercial Sales of Defense Articles and Services to Libya | | North Korea | December 6, 1984 | [49 FR 47682](http://www.pmddtc.state.gov/FR/1984/49FR47682.pdf) (PDF, 5MB) | Amendment to ITAR §126.1 | | December 18, 2007 | [72 FR 71575](http://www.pmddtc.state.gov/FR/2007/72FR71575.pdf) (PDF, 53KB) | Amendment to ITAR §126.1 | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Removed from “Terrorism” section; denial policy continues. | | Somalia | December 16, 1992 | [57 FR 59851](http://www.pmddtc.state.gov/FR/1992/57FR59851.pdf) (PDF, 101KB) | Department of State Suspension Notice | | July 22, 1993 | [58 FR 39280](http://www.pmddtc.state.gov/FR/1993/58FR39280.pdf) (PDF, 7.1MB) | Amendment to ITAR §126.1 | | May 22, 2007 | [72 FR 28602](http://www.pmddtc.state.gov/FR/2007/72FR28602.pdf) (PDF, 50KB) | Amendment to ITAR §126.1 | | December 18, 2007 | [72 FR 71575](http://www.pmddtc.state.gov/FR/2007/72FR71575.pdf) (PDF, 53KB) | Amendment to ITAR §126.1 | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Denial policy, with certain exceptions. | | Sri Lanka | March 24, 2008 | [73 FR 15409](http://www.pmddtc.state.gov/FR/2008/73FR15409.pdf) (PDF, 53KB) | Amendment to ITAR §126.1 | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Denial policy, with one exception (humanitarian demining). | | March 22, 2012 | [77 FR 16670](http://www.pmddtc.state.gov/FR/2012/77FR16670.pdf) (PDF, 219KB) | Amendment to ITAR §126.1. | | Sudan | November 3, 1993 | [58 FR 49741](http://www.pmddtc.state.gov/FR/1993/58FR49741.pdf) (PDF, 108KB) | Department of State Suspension Notice | | October 8, 1993 | [58 FR 52523](http://www.pmddtc.state.gov/FR/1993/58FR52523.pdf) (PDF, 9KB) | Department of State Notice designating Sudan as a country supporting terrorism | | April 4, 1994 | [59 FR 15624](http://www.pmddtc.state.gov/FR/1994/59FR15624.pdf) (PDF, 265KB) | Amendment to ITAR §126.1 | | January 18, 2007 | [72 FR 02326](http://www.pmddtc.state.gov/FR/2007/72FR02326.pdf) (PDF, 51KB) | Determination to provide non-lethal assistance to the Gov. of Southern Sudan | | May 9, 2007 | [72 FR 26281](http://www.pmddtc.state.gov/FR/2007/72FR26281.pdf) (PDF, 33KB) | Presidential Determination | | December 18, 2007 | [72 FR 71575](http://www.pmddtc.state.gov/FR/2007/72FR71575.pdf) (PDF, 53KB) | Amendment to ITAR §126.1 | | May 16, 2008 | [73 FR 28545](http://www.pmddtc.state.gov/FR/2008/73FR28545.pdf) (PDF, 51KB) | Determination to provide non-lethal assistance under ITAR jurisdiction to the Gov. of Southern Sudan | | November 9, 2011 | [76 FR 69612](http://www.pmddtc.state.gov/FR/2011/76FR69612.pdf) (PDF, 143KB) | Amendment to ITAR §126.1 to include the Republic of the Sudan as a proscribed destination, and to clarify that this policy does not apply to the Republic of South Sudan. | | Syria | October 29, 1991 | [56 FR 55630](http://www.pmddtc.state.gov/FR/1991/56FR55630.pdf) (PDF, 178KB) | Amendment to ITAR §126.1 | | Venezuela | August 17, 2006 | [71 FR 47554](http://www.pmddtc.state.gov/FR/2006/71FR47554.pdf) (PDF, 45KB) | Department of State Notice on Revocation and Denial of Defense Export Licenses | | February 7, 2007 | [72 FR 5614](http://www.pmddtc.state.gov/FR/2007/72FR05614.pdf) (PDF, 59KB) | Amendment to ITAR §126.1 | | Vietnam | December 6, 1984 | [49 FR 47682](http://www.pmddtc.state.gov/FR/1984/49FR47702.pdf) (PDF, 59KB) | Amendment to ITAR §126.1 | | April 3, 2007 | [72 FR 15830](http://www.pmddtc.state.gov/FR/2007/72FR15830.pdf) (PDF, 52KB) | Amendment to ITAR §126.1 | | Zimbabwe | April 17, 2002 | [67 FR 18978](http://www.pmddtc.state.gov/FR/2002/67FR18978.pdf) (PDF, 34KB) | Department of State Suspension Notice | | July 23, 2002 | [67 FR 48242](http://www.pmddtc.state.gov/FR/2002/67FR48242.pdf) (PDF, 39KB) | Use of Exemption at §123.7 | | August 8, 2011 | [76 FR 47990](http://www.pmddtc.state.gov/FR/2011/76FR47990.pdf) (PDF, 188KB) | Amendment to ITAR §126.1. Denial policy, with one exception (temporary export of firearms for individual use). |   [Directorate of Defense Trade Controls](http://www.pmddtc.state.gov/documents/office_ddtc.pdf) | [Office of Defense Trade Controls Compliance](http://www.pmddtc.state.gov/documents/office_ddtc_compliance.pdf) | [Office of Defense Trade Controls Licensing](http://www.pmddtc.state.gov/documents/office_ddtc_licensing.pdf) | [Office of Defense Trade Controls Policy](http://www.pmddtc.state.gov/documents/office_ddtc_policy.pdf) |
| Singapore |  |
| Australia |  |
| People’s Republic of China |  |
| Hong Kong |  |
| Thailand |  |
| Malaysia |  |
| Viet Nam |  |
| Myanmar |  |
| India |  |
| Sri Lanka |  |
| Pakistan |  |
| Bangladesh |  |
| Cambodia |  |
| Laos |  |
| Taiwan |  |
| The Philippines |  |
| Indonesia |  |
| New Zealand |  |
| Mongolia |  |
| Japan |  |
| South Korea |  |
| Russia |  |
| Ukraine |  |
| Iran |  |
| Egypt |  |
| Morocco |  |
| Turkey |  |
| Israel |  |
| [others] |  |