

Terms and Conditions

Before you use our platform, please take a moment to review our Terms and Conditions. These terms outline your rights and responsibilities as a Digital SkyPay Limited or ‘SkyPay’ merchant. We’ve tried to keep things simple and easy to understand. If you have any questions, don’t hesitate to reach out to our support team.

Introduction

These terms and conditions (the "Terms") outline the terms of use for Digital SkyPay Limited Limited's services ("SkyPay", "we", "our", or "us"). By accessing or using our services, including our website, mobile applications, and other products (collectively, the "Services"), you agree to be bound by the Terms in their entirety.

By using any of the Services, you explicitly accept the Terms without limitation or qualification, including our Privacy Policy. If you object to any part of the Terms, you must not use the Services. Please read the Terms carefully, as they govern your use of the Services.

Your use of any of our Services is subject to the SkyPay’s Privacy Policy, Merchant Service Agreement, and any other legal agreements that apply to you as a SkyPay customer (collectively, the “Related Agreements”). You should review the terms in the Related Agreements carefully before continuing to use the Services. If any conflict exists between the Terms and any Related Agreement, the specific terms of the relevant Related Agreement shall apply with respect to the particular service being accessed by you to the extent of the conflict.

“Applicable Laws” as used under the Terms shall mean all applicable laws, rules, regulations and other binding requirements of any Government Authority.

“Government Authority” means a regulator or other government agency or entity with jurisdiction over the Services, SkyPay or you, as applicable

About Us

SkyPay is a leading software platform, delivering innovative solutions to enterprise merchants. Our comprehensive services include technology integration, advisory products and services, and transaction processing and payment infrastructure. We believe that payment should be easy, fast, and seamless, hence we continually strive to provide services that make payment processing efficient and convenient for our clients.

SkyPay operates as an independent contractor, offering services on a non-exclusive, independent service provider basis. We do not assume control or liability for the products or services purchased through our platform, nor do we guarantee the accuracy of user identities or ensure the completion of transactions by buyers or sellers. By utilising our services, you

explicitly acknowledge and agree to these Terms, understanding the limitations of our role and responsibilities.

Privacy and Data Protection

SkyPay is committed to managing your Personal Data in line with global industry best practices. You can read our Privacy Policy to understand how we use your information and the steps we take to protect your information.

Age Restriction

Our Services are exclusively intended for individuals who are at least 18 years old, or the legal age of consent in the country where our Services are provided, whichever is higher. We do not knowingly provide Services or engage in transactions with minors under the age of 18. By using our Services, you affirmatively represent and warrant that you meet the minimum age requirement, and we reserve the right to terminate your access to our Services if we suspect or determine that you are under the minimum age.

Representation and Warranties

As a business, you represent and warrant to us that:

- You have full power and authority to enter into, execute, deliver and perform this Agreement;
- You are duly organized, authorized, licensed (where applicable) and in good standing under the laws of any state, region or country of your organisation, and are duly authorized to do business in all the states, regions or countries in which your business operates.

Registration

To use our Services, you must create a SkyPay account by registering on the SkyPay website, providing required information such as email, first and last name, business name, and phone number. We may verify this information through internal checks or third-party services and reserve the right to approve or reject your account registration based on risk assessment. By registering, you grant us permission to collect, verify, and process your information. For more details on how we handle your registration data, please refer to our privacy policy.

Notification of Change

If you make any changes to the information provided during registration, including updates to your business name, address, financial institution, payment methods, or products/services offered, or if a corporate restructuring occurs, you agree to notify us within 14 days of such changes. Please note that we may not be able to respond to inquiries or requests from

unregistered contact information, including email addresses, phone numbers, or physical addresses not associated with your SkyPay account.

Account Security

You agree to maintain the confidentiality of your password and account access information, and to comply with all reasonable security instructions issued by SkyPay. You are solely responsible for ensuring that no unauthorized individuals have access to your account or password. If you share your password or fail to comply with our security instructions, SkyPay will not be liable for any resulting losses or damages. Additionally, you agree to take all necessary steps to secure the personal electronic device used to access SkyPay's Services, including using password-protected device functionality, not sharing your device with others, and implementing other reasonable security measures to protect your device and account.

Confidential Information

You acknowledge that in the performance of the duties under the Terms or any Related Agreement, you or SkyPay may communicate to each other (or its designees) certain confidential and proprietary information, including without limitation information concerning each party's services, know how, technology, techniques, or business or marketing plans (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that:

is lawfully in the possession of the receiving party prior to disclosure by the Disclosing Party; was lawfully obtained by the receiving party from a third party or third parties who is/are not in breach of any non-disclosure obligation to the disclosing Party; was in the public domain prior to being received or becomes generally available as information in the public domain through no fault of the receiving party; or: is disclosed by the receiving party to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances the Receiving Party shall, where legally permissible, advise the disclosing Party in writing prior to such disclosure to enable the disclosing party take whatever steps it deems necessary to protect its interests in this regard; provided further that the Receiving Party will disclose only that portion of the information which it is legally required to disclose and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the most reasonable extent possible in the circumstances.

As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall:

- not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information

- not use the disclosing party's Confidential Information in any fashion except to perform its duties under the Terms or any Related Agreement or with the disclosing party's express prior written consent;
- disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party's internal business purposes;
- take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and
- take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

Our Services

You understand that your use of the Services is subject to the Terms, the Related Agreements, as applicable, and the relevant rules, regulations, guidelines and circulars as published by the regulatory authorities from time to time. Therefore, we may impose necessary limits, restrictions and conditions on your use of the Services at any time with or without notice to you. We will not accept any liability for such limitations, restrictions and or conditions as they affect you or your business.

Fees

The fees applicable to transactions conducted on our portals can be found in the relevant Related Agreement executed with us and will be disclosed to you in advance each time you initiate a transaction. We will not refund any fee charged for processing an original transaction to you if the transaction is refunded or subject to a Dispute/chargeback.

Chargebacks and Refunds

Chargebacks

You acknowledge and agree that in certain circumstances the card issuer, relevant payment scheme or other financial institutions may (i) refuse to settle a transaction or (ii) impose Chargebacks on SkyPay.

You may be assessed for Disputes and chargeback levied if (i) value is not given for transactions; (ii) transactions are unauthorized or improperly authorized; (iii) transactions do not comply with payment scheme rules, the terms or any Related Agreement or are allegedly unlawful or suspicious; (iv) your transactions have been flagged by a regulator or law enforcement agency or (v) any reversals for any reason by the payment scheme, or the acquiring or issuing banks. Where a Dispute occurs, you are immediately liable for all claims, expenses, fines and liability we incur arising out of that Dispute and agree that we may

recover these amounts by deducting such sums from the amounts which we would otherwise settle to you or by debiting your position or invoicing you to recover the corresponding chargeback value.

You agree that you may be required to reimburse SkyPay for Chargebacks where you have accepted settlement in respect of the relevant transaction. You must respond to cardholder disputes and handle chargebacks in accordance with payment scheme rules.

Refunds

In the event a transaction is unsuccessful or incomplete for any reason, we will provide a refund of the transaction amount, upon receiving a written request from you. The refund will be processed through the original payment method used for the transaction, such as debit card or direct debit.

You agree to immediately notify us of any unauthorized or otherwise problematic transaction carried out using your account with us, to enable us take action to help prevent financial loss. All claims against us related to payments should be made within 30 (Thirty) days after the date of such payment. It will be taken that you waive all claims against us, to the fullest extent of the law after the said period of time. Regardless, you understand and agree that we have no liability for goods and services paid for using our Services. We may intervene in disputes between you and customers concerning payments but have no obligation to do so. Your will provide us with the relevant transaction ID and/or transaction details to enable us resolve all disputes.

You agree and confirm that you shall remain solely liable after the termination of the Terms or any Related Agreement for all Chargebacks, Refunds, penalties, loss, damages or cost incurred by SkyPay acquiring bank, and/or customers and for all claims and proceedings arising against SkyPay with respect to the Related Agreements.

Intellectual Property

SkyPay grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and use SkyPay's software, including APIs, developer toolkits, and other applications, as well as any integrated third-party software, systems, or services. This license allows you to use the software in accordance with the accompanying documentation, and applies to all updates, upgrades, new versions, and replacement software. You may not rent, lease, or transfer your rights in the software to a third party, and must comply with all implementation, access, and use requirements outlined in the accompanying documentation, with failure to comply making you liable for resulting damages. SkyPay may update or discontinue any software upon notice to you, and while third-party materials and technology may be integrated into the software or services, you have not been granted any rights to these materials. You agree not to modify, alter, tamper with, repair, copy, reproduce,

adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third-party materials or technology, or otherwise create any derivative works from any of the software or third-party materials or technology.

You acknowledge that SkyPay retains all rights, title, and interest in its software, including any third-party materials integrated therein, which are owned by SkyPay's third-party service providers. Additionally, you acknowledge that any other third-party software applications you use on the Website are subject to the terms of the license agreement you entered into with the third-party provider. SkyPay disclaims ownership, control, and liability for any third-party software applications you choose to use on our websites, software, or in connection with the Services, and you agree to hold SkyPay harmless from any claims or damages arising from such use.

Trademark

www.skypay.digital/, "SkyPay" and all logos, marks, description, titles, names related to the Services are either trademarks or registered trademarks of SkyPay or SkyPay's licensors. You must not copy, imitate, modify or use them without SkyPay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of SkyPay. You may not copy, imitate, modify or use them without our prior written consent. All right, title and interest in and to the SkyPay websites, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of SkyPay and its licensors.

Marketing

You hereby grant SkyPay permission to use your name and logo in our marketing materials, including but not limited to our website, customer listings, interviews, and press releases, noting that such publicity does not constitute an endorsement of your products or services by SkyPay, but rather serves to showcase our business relationship and promote your business as a valued customer.

Know Your Customer

You acknowledge that you are solely responsible for verifying the identities of your customers, ensuring they are authorized to conduct transactions on your platform, and determining their eligibility to purchase your products and services. You must also maintain records and proof of service or product delivery to your customers, and may be required to provide this information to SkyPay in the event of a dispute needing resolution, to facilitate a resolution and ensure a smooth transaction process.

Prohibited Activities

In connection with your use of the SkyPay website, any of our Services, or in the course of your interactions with SkyPay, other SkyPay customers, or third parties, you must not:

- breach the Terms, the Privacy Policy, or any of the Related Agreements that applies to you;
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- Infringe SkyPay's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy; d.sell counterfeit goods or provide fraudulent services;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- provide false, inaccurate or misleading information;
- send or receive what we reasonably believe to be potentially fraudulent funds;
- refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- control an account that is linked to another account that has engaged in any of these restricted activities;
- conduct your business or use the Services in a manner that usually results in or may result in;
- Complaints; or
- fees, fines, penalties or other liability or losses to SkyPay, other SkyPay customers, third parties or you.
- access the Services from a country that is not included on SkyPay's permitted countries list;
- take any action that imposes an unreasonable or disproportionately large load on the Websites, our software or systems (including any networks and servers used to provide the Services) operated by us or on our behalf, or the Services;
- facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or the Services;
- use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;
- interfere or disrupt or attempt to interfere with or disrupt the Website, our software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, any of the Services or other users' use of any of the Services;
- Take any action that may cause us to lose any of the services from our internet service providers or service providers;

- circumvent any SkyPay policy or determinations about your use of the Services such as temporary or indefinite suspensions or other limitations or restrictions; or
- harass and/or threaten our employees, agents, or other users.
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Potential Actions we May Take Against You if you Engage in a Restricted Activity

If we believe, discover, or get information that you have engaged in any of the restricted activities listed above, we have the exclusive and unqualified prerogative to any action including but not limited to the ones under-listed, to protect SkyPay, its customers and others at any time in our sole discretion.

- Terminate the Terms, and limit, close and/or suspend your access to the Services, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, immediately and without penalty to us;
- Refuse to provide the Services to you in the future;
- Contact third parties who have transacted with you or law enforcement about your actions;
- Update inaccurate information you provided us;
- Take legal action against you; or
- If we terminate your use of the Services for any reason, we'll provide you with notice of our actions.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by SkyPay, any SkyPay customers, or a third party caused by or arising out of your breach of the Terms, and/or your use of the SkyPay services.

Assignment

You may not transfer or assign any rights or obligations you have under the Terms or the Related Agreements without SkyPay's prior written consent. SkyPay may transfer or assign the Terms or any right or obligation under the Terms at any time.

Fraud Reporting

We are committed to maintaining adequate security controls and procedures to prevent and detect fraudulent or unauthorized activities/transactions on our platforms. Please report all incidents of fraud to fraud@skypay.digital

Termination

You may terminate the Terms by closing your SkyPay account. We may suspend your SkyPay Account and your access to SkyPay services and any funds, or terminate this Agreement, if;

- you do not comply with any of the provisions of the Terms or any Related Agreement;

- we are required to do so by a Law;
- we are directed by the issuing financial institution; or
- where a suspicious or fraudulent transaction occurs

Disclaimers

We try to keep the SkyPay website available at all times, bug-free and safe, however, you use it at your own risk.

THE WEBSITE AND SERVICES ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS, IMPLIED AND/OR STATUTORY WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SKYPAY MAKES NO WARRANTY THAT THE WEBSITE AND/OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH OUR WEBSITE OR FROM SKYPAY OR OTHER AFFILIATED COMPANIES, OR ITS OR THEIR SUPPLIERS (OR THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY SUCH ENTITIES) (COLLECTIVELY THE “SKYPAY PARTIES”) SHALL CREATE ANY WARRANTY.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Services. Please ensure you use your virus protection software or application as we cannot guarantee that our Services will be free from viruses or bugs. You must not attempt to gain unauthorized access to our Services, computers or databases. You must not misuse our Services by introducing trojans, viruses or other materials which are malicious or technologically harmful.

Limitation of Liability

In no event will any of the SkyPay Parties be liable for any indirect, special, consequential, punitive, or exemplary damages resulting from loss of revenues, lost profits, loss of goodwill, loss of use, business interruption, or other intangible losses), arising out of or in connection with our website or Services (including, without limitation, use, inability to use, or the results of use of the websites or Services), whether such damages are based on warranty, contract, tort, statute, or any other legal theory. In any case, the aggregate liability of SkyPay for loss to a its customer/merchant whether under contract law, tort law, warranty or otherwise shall in no event exceed the transaction fees that has accrued to SkyPay from the you, in the one (1) month period preceding the date the claim arises.

Exclusion of Liability

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that any of the SkyPay parties may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the relevant SkyPay Party's liability shall be the minimum permitted under such applicable law.

Indemnification

You hereby indemnify SkyPay and undertake to keep SkyPay, its staff and affiliates indemnified against any losses, damages, costs, liabilities and expenses (including without limitation reasonable legal fees and expenses) arising out of any breach by you of any provision of the Terms or arising out of any claim that you have breached any provision of the Terms. You will indemnify and hold SkyPay harmless from and against any claim, suit or proceedings brought against SkyPay arising from or in connection with violations of Intellectual Property or other rights of third parties in relation to your use of the Services.

Changes to the Terms

SkyPay reserves the right to change, revise or modify the Terms from time to time by updating this page. The changes will not be retroactive, and the most current version of the Terms which will always be on this page and will continue to govern our relationship with you. We will also endeavour to notify you of any material changes which could be done via email associated with your account or service notification. By continuing to use our Services after the changes become effective, you agree to be bound by the revised Terms.

Applicable Law

The Terms shall be interpreted and governed by the laws currently in force in the United Kingdom and you submit to the non-exclusive jurisdiction of the courts located in the United Kingdom for the resolution of any dispute.

Legal Disputes

We shall make an effort to settle all disputes amicably. Any dispute arising out of the Terms which is not settled by mutual agreement/negotiation within 2 (two) weeks shall be referred to court of competent jurisdiction in the United Kingdom. No class action shall be valid against SkyPay, except in instances where the law prohibits the restriction of class actions.

Court Orders and Regulatory Requirements

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with Applicable laws, we may be required to take certain actions, including

holding payments to/from you, placing a reserve or limitation on your SkyPay account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your SkyPay account. When we implement a hold, reserve or limitation as a result of a court order, applicable law, or other legal process, the hold, reserve or limitation may remain in place longer than 180 days.

Severability

If any portion of the Terms is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from the Terms and shall not affect the validity or enforceability of any other part in the Terms.

Complaints

If you have any complaints about us and our Services, you may contact us at support@skypay.digital

Legal Support

If you have any questions about the Terms or any of the Related Agreement, please contact us through any of the details provided below:

Email: legal@skypay.digital