

Terms of Use for Merchants Joining to Sell E-Gift Cards with VLINKPAY

Last Updated: July 01, 2024

Welcome to VLINKPAY! These Terms of Use ("Terms") govern your use of the VLINKPAY platform ("Platform") as a merchant ("Merchant") to sell electronic gift cards ("E-Gift Cards"). By registering as a Merchant and using the Platform, you agree to be bound by these Terms.

1. Eligibility

To join VLINKPAY as a Merchant, you must:

- Be at least 18 years old or the legal age of majority in your jurisdiction.
- Have the authority to enter into this agreement on behalf of your business.
- Comply with all applicable laws and regulations.

2. Merchant Account

- **Registration:** You must provide accurate and complete information during registration and maintain your account information.
- **Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- **Termination:** VLINKPAY reserves the right to suspend or terminate your account if you violate these Terms or engage in fraudulent or illegal activities.

3. E-Gift Card Creation and Management

- **Creation:** You can create and customize E-Gift Cards using the tools provided on the Platform.
- **Compliance:** E-Gift Cards must comply with all applicable laws and regulations, including consumer protection and data privacy laws.
- **Accuracy:** Ensure that all information related to your E-Gift Cards, including terms, conditions, and pricing, is accurate and up to date.

4. Fees and Cashback Payments

- **Service Fees:** VLINKPAY charges a fee of 7% of the total amount of each E-Gift Card sold through the Platform.
- **Cashback Requirement:** Merchants are required to offer a minimum of 5% cashback to customers for each E-Gift Card purchase.
- **Payment Processing:** VLINKPAY will handle the processing of payments for E-Gift Card purchases. You will receive payments net of any applicable service fees and cashback amounts.
- **Payouts:**
 1. **Payment Timeline:**
 - Payments are processed and transferred to the merchant's bank account within 24 business hours after the e-gift card and e-voucher is used by the customer.
 - This quick turnaround time ensures that merchants have timely access to their funds, Payments may be delayed if Monday is a holiday.
 2. **Minimum Payment Threshold:**
 - The minimum payment amount for a transfer to a merchant's bank account is set at \$200.
 - If the accumulated amount from e-gift card utilization is below \$200, the funds will be held until the minimum threshold is met.
 3. **Bank Transfer:**
 - Payments are directly transferred to the merchant's registered bank account.
 - Merchants should ensure that their banking details are accurate and up-to-date to avoid any delays in payment processing.

5. Customer Support and Disputes

- **Support:** You are responsible for providing customer support for your E-Gift Cards. This includes handling inquiries, issues, and disputes related to the E-Gift Cards you sell.
- **Dispute Resolution:** In the event of a dispute between you and a customer, you agree to work in good faith to resolve the issue. VLINKPAY may assist in resolving disputes but is not obligated to do so.

6. Marketing and Promotion

- **Permissions:** By joining VLINKPAY, you grant us permission to use your business name, logo, and related information for marketing and promotional purposes.
- **Compliance:** All marketing and promotional activities must comply with VLINKPAY branding guidelines and applicable laws.

7. Intellectual Property

- **Ownership:** You retain ownership of all intellectual property rights in your E-Gift Cards and related materials.
- **License:** You grant VLINKPAY a non-exclusive, royalty-free license to use, reproduce, and display your E-Gift Cards and related materials on the Platform and for marketing purposes.

8. Data Privacy

- **Compliance:** You must comply with all applicable data privacy laws, including GDPR, CCPA, and any other relevant regulations.
- **Data Use:** VLINKPAY will collect, use, and process personal data in accordance with our Privacy Policy. By using the Platform, you agree to the terms of our Privacy Policy.

9. Prohibited Activities

- **Misrepresentation:** You may not misrepresent your business or the E-Gift Cards you sell.
- **Fraud:** Engaging in fraudulent activities or using the Platform for illegal purposes is strictly prohibited.
- **Compliance:** You must comply with all applicable laws, regulations, and these Terms when using the Platform.

10. Limitation of Liability

- **No Warranty:** VLINKPAY provides the Platform on an "as is" and "as available" basis without any warranties or representations.
- **Liability:** To the fullest extent permitted by law, VLINKPAY shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with these Terms or your use of the Platform.

11. Indemnification

You agree to indemnify and hold harmless VLINKPAY, its affiliates, and their respective directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses arising out of or in connection with your use of the Platform or violation of these Terms.

12. Amendments

VLINKPAY reserves the right to modify these Terms at any time. We will notify you of any material changes, and your continued use of the Platform constitutes acceptance of the modified Terms.

13. Governing Law

These Terms shall be governed by and construed in accordance with the laws of [Your Jurisdiction], without regard to its conflict of law principles. Any disputes arising out of or in connection with these Terms shall be resolved in the courts of [Your Jurisdiction].

14. Contact Information

If you have any questions or concerns regarding these Terms or the VLINKPAY service, please contact us at:

VLINKPAY LLC

- **Email:** support@vlinkpay.com
- **Phone:** (832) 799-3583
- **Address:** 5444 WESTHEIMER RD SUITE 1000 HOUSTON TX, 77056