

# Terms of Service

TERMS EFFECTIVE ON 27 MARCH 2023

These Terms of Service (the “Terms”) govern the use of the website <https://unipayment.io/> (the “Website”) and all other related websites and products, services, or any other features, technologies, functionalities or through any of the foregoing (collectively, the “Services”) provided by UniPayment (“UniPayment”, “we”, “our”, or “us”) through UniPayment’s website, API or through any other means to you (“Merchant”, “you” or “your”). In addition to the Terms, relationships pertaining to the provision of Services shall also be governed by individual agreements between you and us as well as mandatory laws and other legal acts applicable to the Republic of Singapore. By accessing, registering, or using our Services you agree to comply, be legally bound by them, and confirm that you have read, understood, and accepted all of the provisions contained herein. Unless otherwise stated, these Terms do not govern your access to and use of any third-party software, websites, or services.

## 1. Our Services

1. 1 UniPayment is a blockchain/cryptocurrency payment processor that provides the Users who offer their products/goods or services for business purposes (hereinafter referred to as “Merchants”) an easy and convenient method to receive the remuneration for such products/goods or services in cryptocurrency. In addition, our Services enable you to accept cryptocurrencies as a payment method in exchange for goods or services you sell to your customers (“Clients”) an easy and convenient method to pay such remuneration in cryptocurrency.

1. 2. UniPayment does not operate as a cryptocurrency exchange or provide cryptocurrency custody services. The Company’s activities are subject to the laws and regulations of the Republic of Singapore. By using the Services, you authorize us to act as your agent and to take any and all actions that we deem necessary or desirable to provide the Services and to comply with applicable laws and regulations.

1. 3 UniPayment does not and will not retain the crypto keys associated with your accounts on cryptocurrency exchanges or wallets. You are solely liable for the safety of your crypto keys that belong to your accounts on cryptocurrency exchanges or wallets, therefore it is important to keep them confidential.

1.4. UniPayment is not a financial institution or bank, nor do we offer investment or financial consulting services or advice to our Users. We solely act as the provider of the Services. Therefore, any information or communication from UniPayment should not be construed as advice.

1.5. You understand the risks in engaging in activities with cryptocurrency and virtual assets and that your use of the Services may carry financial risk.

1.6. You may not use the Services if you are a person barred from using the Services under the laws of your country, including the country in which you are resident or from which you use the Services, or international laws or treaties.

1.7 The Services provided by UniPayment are available 24/7, but we reserve the right to temporarily suspend them, without prior notice or compensation, in order to perform necessary works such as server updates, maintenance operations, and other modifications. You acknowledge and accept that potential delays in the provision of our Services are possible.

1.8 The Services provided by UniPayment are constantly evolving, and you may be required to accept or install updates or updates to third-party software (such as browsers or operating systems) to continue using the Services or access the latest features. We reserve the right to update the Services at any time, without prior notice or disclosure of the reasons for the update. In the event that you fail to accept or install any necessary updates, the Services may become unavailable to you, and UniPayment will not be held liable for any losses or damages incurred as a result.

1. 9 The Website may not be completely accurate, up-to-date, or comprehensive and may contain technical inaccuracies or typographical errors. Therefore, the Merchant is responsible for verifying all information before relying on it, and any decisions made based on information found on the Website are solely the Merchant's responsibility. UniPayment shall not be held liable for any decisions made based on information found on the Website.

1. 10 You are solely responsible to ensure the security of your devices while accessing our Services. This includes maintaining up-to-date anti-virus software and taking measures to protect your devices from malware. UniPayment will not be held responsible for any losses or damages resulting from your failure to adequately protect your devices from malware or other security threats.

1. 11 Unipayment does not assume any responsibility or liability for the delivery, quality, safety, legality, or any other aspects of any goods or services that you offer as a Merchant or that you may purchase as a Client using our Services. We are not responsible for ensuring that transactions between parties are completed satisfactorily. If you experience any issues with the products or services that you have purchased through the Services, as a Client, or have a dispute with your clients, as a Merchant, you should seek to resolve the issue directly, without involving UniPayment. We do not accept any queries, letters, requests, or complaints regarding the quality, legality, safety, delivery, or any other aspects of any products or services that you may purchase using our Services.

1. 12 UniPayment reserves the right to change or update information related to its policies, products, and services without prior notice to the Merchant, as permitted by applicable law, in order to provide the most accurate and complete information possible.

1. 13 The Merchant expressly acknowledges that any use of the Services is solely at their own risk and that they assume full responsibility for the satisfactory quality, performance, accuracy, and effort involved. The Website is provided without any warranties, whether express, implied, or statutory, and is made available on an "as is" and "as available" basis. UniPayment explicitly disclaims any warranties of title, merchantability, fitness for a particular purpose, and non-infringement, to the fullest extent permitted by applicable law. UniPayment does not guarantee that access to the Services or any materials contained therein will be uninterrupted, continuous, timely, or free of errors.

## 2. Account Registration and Integration

2. 1. In order to use our Services, you must register an account. Upon registration for our services, you will be required to provide any information requested by UniPayment during the onboarding registration process and specify the cryptocurrency wallet address that you would like to use to receive payment for your goods, products, or services. This may also include information about your company's business or any other relevant information that we need to provide our services. The information you provide at the time of creating an account must be accurate and complete, and you must inform us within five (5) business days of any changes to such information. If the information you provide is not accurate or complete, UniPayment reserves the right to reject your account registration, to later close your Account, or to restrict the provision of the Services to you.

2. 2 Our Services are not intended for use by children. Access to and use of our Services is restricted to individuals who are at least 18 years old and have full legal capacity. If you are younger than 18 or lack full legal capacity, you are not permitted to use our Services. By using our Services, any individual who acts as a Merchant or provides personal information to us represents and warrants that they are 18 years of age or older. If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you are representing that you have the legal authority to bind that entity to these Terms.

2. 3 In order to verify your identity, assess business risks, and comply with applicable laws and regulations, we will require you to provide us with any and all necessary documentation during the registration process. We may also obtain information from third-party identity verification services to complete this process. You understand that this is necessary to ensure that our platform is being used in a safe and compliant manner.

2. 4 We reserve the right to reject any account registration for any reason, including but not limited to insufficient information or conclusions drawn from our analysis of specific information. Additionally, we may close any account at our sole discretion if we determine that the information provided is inaccurate, incomplete, or in breach of our Terms.

2. 5 You are solely responsible to ensure the security of your passwords and to monitor any activity on your account on the Website. If you find any unauthorized use of your account or password, you are obligated to promptly inform UniPayment. We will not be accountable for any damages, liabilities, or losses incurred due to any unauthorized use of your account. You are prohibited from sharing your account details with others or engaging in the buying or selling of accounts with third parties.

2. 6 During registration of the account and any other time at the request you agree to provide us with the information for purposes of ongoing due diligence, identity verification, and detection of financial crimes such as money laundering, terrorist financing, fraud, and other such activities. You also agree that we will maintain a record of such information in compliance with our AML/KYC Policy. You affirm and guarantee that any information you provide will be truthful, accurate, and not intended to mislead.

2. 7 To use our Service as a Client, you must have a cryptocurrency wallet that is exclusively accessible to you. Once the payment currency and amount have been established, UniPayment will produce a deposit address for that particular transaction. The transfer of funds from your cryptocurrency wallet to the generated deposit address is entirely your responsibility as a Client. UniPayment will not be accountable for this transfer and cannot assure that you will complete the transaction.

### 3. Service Limitations and Restrictions

3. 1 Throughout the use of Services, you agree to act in good faith and to use the Services only for purposes that are legal, proper, and in accordance with these Terms and any applicable laws or regulations, as well as any specific agreements related to them. Some examples of what is prohibited, but not limited to, are sending, uploading, distributing, or disseminating unlawful, defamatory, harassing, abusive, fraudulent, obscene, or objectionable content; distributing viruses, worms, corrupted files, or any other destructive or deceptive items; uploading or posting content that infringes any patent, trademark, copyright or other proprietary rights of any party; violating the legal rights of others, including sending unauthorized or unsolicited advertising or bulk emails; engaging in unlawful activities such as creating sites for prostitution or selling illegal or stolen items; modifying or reverse engineer any part of the website or software; displaying hate-related or violent content or encouraging conduct that violates criminal laws or third party rights; using any device to collect unauthorized information about customers; using the Services to bring an intellectual property infringement claim against UniPayment or interfere with the proper functioning of the Services.

3. 2 You agree to provide us with information, documents, and data that are precise, accurate, current, not intended to mislead, and free of viruses or any other computer programs or files that could disrupt the regular operations of the UniPayment System and/or related applications. You are obligated to fulfill your obligations to us in a timely and proper manner.

3. 3 You may only use our Services for legitimate transactions with your Clients. Consequently, you bear sole responsibility for your relationships with them, as you are the only entity that can be held accountable to them.

3. 4 The Merchant is solely responsible for the nature and quality of the products or services it provides.

3. 5 The Merchant is prohibited from framing or mirroring any aspect of the Service, except as allowed by the Terms or with explicit written authorization from UniPayment.

3. 6 UniPayment reserves the right to monitor the activities of all users (via audits or any other means) throughout the duration of these Terms, for the purpose of ensuring adherence to these Terms, among other objectives. Any audit may be conducted by UniPayment or a third party authorized by UniPayment. If an audit discovers that any password has been disclosed to an unauthorized individual who is not a user of the Website, UniPayment is entitled to, without any delay, deactivate such passwords and promptly inform the Contracting Party of the situation.

3. 7 In the event that you violate these Terms, UniPayment retains the right to, at UniPayment's sole discretion (without your consent or notice), block, terminate, or deny access to and use of Services to any Merchant. UniPayment will not be obligated to provide justification for its actions.

## 4. Prohibited Jurisdictions

4. 1 The Merchant will not be allowed to open an account and use UniPayment services if it is incorporated in one of the following non-serviced jurisdictions. UniPayment may also enforce access restrictions based on the geolocation of the inferred geolocation, which may encompass general information regarding its service.

4.2 The use of the Services is prohibited where the applicable law or the law of the relevant jurisdictions prohibits it.

4. 3 UniPayment reserves the right to choose which markets and jurisdictions to operate in and may limit or refuse its Services to particular countries.

4. 4 UniPayment also reserves the right to employ various measures to prevent the use of its Services by those Users mentioned above.

4. 5 You must abide by this Section 4, even if UniPayment's measures to prohibit the use of the Services are ineffective or can be circumvented.

## 5. Pricing and Fees

5.1. The pricing information for UniPayment's services, including the range of rates, can be found on the Website's pricing page at <https://unipayment.io/en/price/>. If the Merchant requires additional information regarding fees and remuneration rates, they may contact customer support at [support@unipayment.io](mailto:support@unipayment.io).

5.2. The Merchant should be aware that they are responsible for all conversion and change rates associated with cryptocurrency exchanges, as well as any blockchain fees (including network fees that may be charged even if a cryptocurrency exchange is not necessary).

5.3 UniPayment reserves the right to decline to process or cancel any pending transaction in compliance with legal requirements, regulations, court orders, or any governing authority in any jurisdiction. Additionally, UniPayment may choose to delay a transaction if there is a suspicion of fraudulent or illegal activity or if there are technical issues with the relevant software or other technological factors.

5.4 The responsibility of identifying applicable taxes, reporting, and remitting the correct tax amount to the relevant tax authority lies with the Merchant. UniPayment shall not be held accountable for determining whether taxes apply to the Merchant or for collecting, reporting, withholding, or remitting any taxes that arise from any transactions.

5.5 UniPayment reserves the right to modify the remuneration rates, payment procedure, or the range of such rates at any time without prior notice to the Merchant (though notice may be given at UniPayment's discretion). If you disagree with the changes made to the remuneration rates or payment procedure, you must refrain from using our Services.

5.6 All fees and remuneration paid by the Merchant to UniPayment for the use of our Services are considered non-refundable.

5.7 UniPayment strives to provide precise pricing and exchange rate information, but Merchant understands and agrees that this information is subject to rapid fluctuations, and you may not always be aware of such changes.

5.8 Our Service is exclusively available for the currencies supported by UniPayment, which may be subject to change periodically.

## 6. Intellectual Property Rights

6.1 UniPayment reserves complete ownership of the industrial, intellectual, copyright, and other related property rights over the UniPayment mark, along with all its components, such as software, images, and sound, as well as any information, including documentation, procedures, updates, developments, or derivatives that are provided, disclosed, or transmitted to the Merchant concerning the access, execution, and usage of the Services.

6. 2 Any use of UniPayment Services made by the Merchant for purposes other than those authorized herein, in particular, copies, total or partial, shall cause the Merchant to be liable to UniPayment, civil and/or criminal, as applicable, and the Merchant shall be obliged to indemnify UniPayment for all damages caused.

6. 3 UniPayment retains all intellectual property rights pertaining to the Services or any of its components, along with any associated material or documents. In the event that the Merchant acquires any intellectual property rights in the Services or any associated material or documents, the Merchant agrees to assign or procure the assignment of such intellectual property rights to UniPayment with full title guarantee, including through the present assignment of future intellectual property rights. The Merchant also agrees to execute all necessary documents and undertake all actions that Utrust deems necessary to enforce this clause.

6. 4 Unless explicitly stated in these Terms, it is strictly prohibited to copy, modify, adapt, reproduce, republish, upload, post, publicly display, encode, translate, transmit, or distribute any part of the UniPayment Services and/or the UniPayment Website, including content, to any other computer, server, website, or medium for commercial purposes without obtaining UniPayment's express prior consent. This also includes editing or creating derivative works from such materials or content, or in any way exploiting the material or content of the Website or the Services.

6. 5 The information pertaining to the Services made available for downloading from the Website may be used under the following conditions:

- Any proprietary notice language present in all copies of such documents will not be removed.
- The information is intended solely for informational purposes and will not be copied or posted on any networked computer or broadcast in any media.
- No modifications will be made to any such information.
- No additional representations or warranties relating to such documents will be made.

6. 6 The Merchant shall provide full compensation to UniPayment for any breach of UniPayment's copyrights or other intellectual property rights.

## 7. Third-Party Services

7. 1 The Services may include third-party services such as applications, services, products, or software, which are developed or hosted by a third party. UniPayment may provide links to third-party materials, such as websites, for the convenience of its users. However, UniPayment does not have control over these third-party materials. You agree that UniPayment cannot monitor these third-party services and that you access them at your own risk.

7. 2 By using any third-party services, you acknowledge that they are not controlled by UniPayment and that UniPayment will not be responsible or liable for any issues related to

them. Your use of third-party services is solely between you and the respective third party and will be governed by the third party's terms and policies. You are responsible for reviewing these terms and policies before using any third-party services.

7.3 When using third-party services, it is possible that these services may require access to your or your customers' data. In such cases, the third party's privacy policy and practices will govern the handling of the data. UniPayment cannot control how a third party may use such data. It is important to refrain from sharing any sensitive information, such as credentials or private keys, with a third party until their legitimacy has been validated.

7.4 Some third-party services may not function appropriately with your website or software. In such cases, UniPayment may not be able to provide support for issues caused by third-party services. If you have any concerns or questions about how a third-party service works, or require support, it is advisable to contact the third party directly.

7.5 UniPayment may, at its discretion, suspend, disable, or remove third-party Services in certain situations.

7.6 UniPayment explicitly disclaims any responsibility for any harm that may result from your use of websites, webpages, software, services, and content of the third party. It is your responsibility to understand and accept the risks associated with using third-party services, and you agree to hold UniPayment harmless for any issues or damages arising from the use of third-party Services.

## 8. Term and Termination

8.1 These Terms will become effective for the Merchant upon the first use of the Services or upon registration of the account on the Website and will remain in effect indefinitely.

8.2 These Terms may be terminated by either party upon providing written notice of 60 days to the other party. It should be noted that termination under this clause shall not impair or affect any accrued rights or due payments.

8.3 You may terminate these Terms by submitting a request to delete your account on the Website to the customer support team (email). The Terms will be considered terminated once you receive confirmation from the customer support team. Please note that the customer support team typically responds within five (5) business days. No refunds will be issued upon termination of these Terms.

8.4 UniPayment has the right to terminate these Terms and your account for the Services at any time, without prior notice, and for any reason at its sole discretion. You understand and acknowledge that termination of your access to the Services may happen without prior notice, and UniPayment will not be held liable to you or any third party for such termination.



UniPayment is not obligated to provide any reasons for its actions, and it will not issue any refunds for any payments previously made by you.

8.5 Upon termination of the Services, your right to use the Services will immediately terminate, and UniPayment will not have any liability towards you for any suspension or termination.

8.6 All provisions of the Terms that, by their nature, should survive termination of Services, including Sections 3, 6, 7, 9-12, will remain in effect.

## 9. Indemnification

9.1 You agree to indemnify UniPayment, its affiliated and related entities, and any of its officers, directors, employees, and agents from and against any claims, costs, losses, liabilities, damages, expenses, and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or incurred in any way related to:

- Your use of the Services;
- Your breach of these Terms;
- Your violation of applicable laws, rules, or regulations in connection with the Services;
- Your goods, products, and services, including any liability or expense, arising from all claims, losses, damages (actual and consequential), suits, judgments, and litigation costs of every kind and nature.

9.2 The Merchant is solely responsible for your goods, products, and services. UniPayment does not participate in any of your relationships with your clients. It is your responsibility to fulfill all representations or warranties that you make to your customers regarding your goods, products, and services.

9.3 As the Merchant using our Services, you are solely responsible for your clients and their activities. You are solely liable for ensuring the quality, safety, and legality of any products or services that may be provided using the Service.

## 10. Disclaimer of Warranties

10. 1 Nothing in these terms shall exclude or limit UniPayment's warranty or liability for losses that may not be lawfully excluded or limited by applicable law.

10. 2 Unless otherwise stated in these Terms, we provide the acceptance services on an "as is" and "as available" basis, and your use of the acceptance services is at your own risk. We do not provide any warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law.

10. 3 Without limiting the foregoing, we do not warrant that the Services (and Website) will operate without error, that any defects or errors will be corrected, that the services will meet your requirements, or that they will be available, uninterrupted, or securely at any particular time or location. We also do not warrant that they are free from viruses or other harmful content.

10. 4 You agree and understand that we do not endorse, warrant, guarantee, or assume any responsibility for any product or service offered or advertised by a third party through the acceptance services or our website, and we will not be a party to nor monitor any interactions between you and third-party providers of products or services.

10. 5 UniPayment and its affiliates, as well as any of their respective service providers, will not be held liable to you or any third party for any interruptions, delays, or inability to use the software, lost revenues or profits, delays, interruption, or loss of services, business or goodwill, loss or corruption of data, loss resulting from system or system service failure, malfunction or shutdown, failure to accurately transfer, read or transmit information, failure to update or provide correct information, system incompatibility, provision of incorrect compatibility information, or breaches in system security, or for any consequential, incidental, indirect, exemplary, special, or punitive damages arising out of or in connection with these terms, breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not UniPayment or its affiliates were advised of the possibility of such damages.

## 11. Limitation of Liability

11. 1 In no event will we be liable to you or any third party for any indirect, special, incidental, consequential, exemplary, or punitive damages, including but not limited to lost profits, lost revenues, lost data, or other intangible losses arising from the use, inability to use, or unavailability of our services. We shall not be responsible for any damage, loss, or injury resulting from hacking, tampering, virus transmission, or other unauthorized access or use of our services, your UniPayment ID, or any information contained therein.

11. 2 By accepting these terms, you acknowledge and agree that UniPayment's liability to you for any claims related to your use or inability to use any part of the Services or these terms, whether in contract, tort, or otherwise, is limited to a maximum aggregate amount of 100 USD. These limitations of liability shall apply to the fullest extent permitted by law. However, we do not exclude our liability for gross negligence or willful misconduct.

11. 3 Each provision of these Terms that limit our liability, disclaims warranties or excludes damages is meant to allocate the risks between us and is an essential element of our agreement. These provisions are independent and severable from each other, and they shall apply even if any limited remedy fails to achieve its essential purpose.

## 12. Governing Law and Dispute Resolution

12. 1 These Terms will be governed by and interpreted in accordance with the laws of Singapore without reference to any principles that provide for the application of the law of another jurisdiction.

12. 2 Any and all disputes that may arise in relation to this Agreement, including disputes pertaining to its conclusion, enforceability, amendment, or termination, shall be settled exclusively by the ordinary courts located in Singapore.

12. 3 In the event of any dispute, controversy, or claim arising under, out of, or in connection with these Terms, including questions regarding its validity, termination, or any non-contractual obligations arising from these Terms, both parties will make reasonable efforts to resolving the matter through amicable means. If a dispute arises, one party must provide notice to the other party. Neither party shall initiate legal action until thirty (30) calendar days after the date of such notice. If the dispute remains unresolved, it shall be settled by the competent court of the jurisdiction where UniPayment is domiciled. The resolution shall be final for both parties.

## 13. Privacy and Personal Data

13. 1 By agreeing to these Terms, you explicitly give UniPayment permission to process your personal data and transfer it outside the jurisdiction in which you reside or are located. UniPayments is committed to taking all reasonable and necessary organizational and technical measures to safeguard and protect the personal data of its users.

13. 2 Our Privacy Notice is available on the Website and is incorporated by reference into these Terms.

13. 3 As a Merchant using UniPayments' Services, you must comply with personal data legislation for each of their customers and obtain their voluntary consent, or other legal bases, to collect, store, and process their personal data (including by UniPayment). The Merchant acts as a representative of UniPayment in regard to their customer's personal data and is responsible for protecting it. The Merchant must inform and obtain consent from their customers for the transfer of personal data to UniPayment and provide the required information in accordance with personal data legislation. The Merchant must take necessary organizational and technical measures to protect their customers' personal data. If the Merchant violates any personal data legislation and causes losses to UniPayment, they must indemnify all losses.

## 16. Miscellaneous

16. 1 You agree to receive electronic communications from UniPayment, which may include messages sent through the Website or Services, as well as emails. You also give your consent to receive promotional and informational notifications, as well as advertisements, electronically (including via email and SMS) and view them through the Services.

16.2 You are solely responsible for determining any and all taxes that may arise from your use of the Services. This includes assessing, incurring, collecting, paying, and withholding taxes as required by law. You are solely responsible for collecting, withholding, reporting, and remitting the correct amount of taxes to the relevant tax authorities. We are not obligated to determine whether taxes are applicable to your transactions, nor to calculate, collect, report, or remit any taxes to any tax authorities on your behalf.

16.3 If any provision of the UniPayment Terms is found to be invalid or unenforceable due to any law, regulation, or court order, such a finding will not impact the validity or enforceability of any other provisions in the UniPayment Terms.

16.4 If a party fails to assert any right or provision under the UniPayment Terms, it does not mean that the party waives the right or provision. A waiver of any term in the UniPayment Terms shall not be considered a continuing or further waiver of that or any other term.

16.5 All communications related to the UniPayment Terms must be provided in writing in English. You may receive notices via a reputable overnight air courier or email. The parties acknowledge that all agreements, notices, disclosures, or other communications provided electronically will be considered "in writing". However, this clause does not apply to serving legal documents in legal proceedings. UniPayment reserves the right to send notices to you at the email and physical address that you provided when you created your account.

16.6 We shall not be held responsible or liable for any delays in processing or other failures to perform our obligations caused by events beyond our reasonable control, such as fires, telecommunications, utility or power failures, equipment failures, labor disputes, riots, war, non-performance of our vendors or suppliers, acts of God, pandemics, or any other causes over which we have no reasonable control.

16.7 Nothing in these Terms is intended to or shall be deemed to, establish any joint venture, an agency relationship, or a legal partnership between UniPayment and the user.

16.8 For the purposes of the UniPayment Terms, a business day shall be standard business hours on any day excluding Saturday or Sunday.

16.9 While these Terms and the Website are translated into multiple languages, in cases of inconsistent statements, the English language versions take precedence.

## 17. Amendments

17.1 UniPayment reserve the right to make amendments or updates to these Terms by posting the revised Terms on the Website.

17. 2 The updates or changes shall be effective at the time of publication. If you continue to use the Services after we provide notice of such changes, your continued use constitutes acceptance of the amended Terms and an agreement to be bound by them.