
Terms of Use

THE FOLLOWING DESCRIBES THE TERMS ON WHICH UFUNPAY.COM OFFERS YOU ACCESS TO OUR SERVICES.

1. ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS OF USE.

UFUN Payment Service Provider (the “Company” or “UFUNPAY”), maintains this website (the “Site”) as a service to its customers. By using the Site or any current or future service(s) provided to you by the Company (collectively the “Services”) in accordance with an applicable UFUNPAY Service Agreement (“UFUNPAY Service Agreement(s)”), you are agreeing to comply with and be bound by the terms and conditions of these Terms of Use and any operating rules, regulations, policies, and procedures that may be modified from time-to-time on the Site (collectively, the “Terms”). The Terms govern your access to and use of the Site, the Services and any information, products, software, and/or features made available to you. If you are using the Site or Services on behalf of your employer, you represent that you are authorized to accept these Terms on your employer’s behalf. In the case of any violation of the Terms, the Company reserves the right to seek all remedies available by contract, law and in equity for such violations. The Terms apply to all visits to the Site and use of the Services, both now and in the future. ANY VIOLATION OF THESE TERMS MAY RESULT IN THE SUSPENSION OR TERMINATION OF YOUR ACCOUNT, THE SERVICES OR SUCH OTHER ACTION PERMITTED IN ACCORDANCE WITH THE APPLICABLE UFUNPAY SERVICE AGREEMENT. You represent and warrant that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use of the Site.

2. LAWFUL USE.

You agree that you will not at any time conduct your business in any manner that directly or indirectly offers, sells, leases, licenses or displays, delivers, advertises, recommends, or promotes any product(s), service(s), data, information, image(s), text and/or any content which:

- a) Is unlawful or violates any applicable local, state, federal, national or international law, statute, ordinance, or regulation including, without limitation, those relating to consumer protection, internet tobacco sales, firearm sales, unfair competition, antidiscrimination or false advertising;
- b) Violates Credit Card Association rules;
- c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party, including, but not limited to, the unauthorized copying and posting of trademarks, pictures, logos, software, articles, musical works and videos;
- d) Is threatening, abusive, harassing, defamatory, obscene, libelous, slanderous, deceptive, fraudulent, invasive of another's privacy, tortuous, or otherwise violate the Company's rules or policies;
- e) Victimizes harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- f) Impersonates any person or entity;
- g) Contains harmful content, including, without limitation, software viruses, Trojan horses, worms, time bombs, cancel bots, spy-ware, or any other files, software programs, or technology that is designed or intended to disrupt, damage, surreptitiously intercept or expropriate the Services or any system, program, data or personal information or limit the functioning of any software, hardware, or equipment or to damage or obtain unauthorized access to any data or other information of any third party;

-
- h) Offers or disseminates fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes) or involves any unfair deceptive act or practice;
 - i) Is associated with illegal telecommunications or cable television equipment;
 - j) Is associated with the sale of (a) any controlled drug that requires a prescription from a licensed practitioner unless you are authorized by the National Association of Boards of Pharmacy to offer such products as a Verified Internet Pharmacy Practice Site and only if such a prescription has been issued by the practitioner after a bona fide examination of the patient; or (b) any over-the-counter drug, unless the sale of such product, without a prescription, has been approved by the Food & Drug Administration; or (c) nonprescription drugs that make false or misleading treatment claims or treatment claims that require FDA approval; or (d) any drug or controlled substance that the Company believes to be or may become harmful, unlawful, or prohibited. The Company requires sellers of prescription drugs to abide by all laws applicable to both the buyer and seller and we may require you to provide evidence of compliance with these requirements. In addition, due to the complexities of current laws regulating the importation of controlled drugs into the UAE, you may not use the Services to sell prescription drugs that are imported into the UAE from an international location.
 - k) The foregoing list is a non-exhaustive list of prohibited goods and services.
 - l) Gambling Merchants & Crypto currencies services.

3. INTERNET ABUSE.

You are prohibited from engaging in any form of Internet abuse, including but not limited to:

- (a) Distributing, publishing, or sending any kind of unsolicited or unwelcome

email to any number of network users (commonly referred to as “junk mail” or “spam”), including, without limitation, mass promotions, unauthorized or unsolicited commercial advertising, and informational announcements, anywhere on the Internet;

(b) Posting a single article or substantially similar articles to an excessive number of newsgroups or mailing lists;

(c) Repeated or deliberate posting of articles that are off-topic according to the charter of the newsgroup or mail list where such articles are posted;

(d) Posting commercial advertising in a conference or newsgroup, unless it is specifically permitted to be posted within that group; or

(e) Violating the CAN-SPAM Act.

4. ENFORCEMENT.

The Company reserves the right and has absolute discretion to enforce the Terms. The Company may, in its sole discretion, immediately terminate or suspend:

- (i) The Services;
- (ii) A UFUNPAY Service Agreement; and/or
- (iii) Access to this Site, if it determines that your services, offerings or activities violate the Terms. Without limitation, the Company also reserves the right to report any activity (including the disclosure of appropriate data or merchant information) that it suspects may violate any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. The Company also may cooperate with appropriate law enforcement agencies to assist in the investigation and prosecution of any illegal conduct.

5. MODIFICATIONS TO THE SITE.

The Company reserves the right to amend the Terms and modify or discontinue all or part of the Site, temporarily or permanently, with or without notice, and is not obligated to support or update the Site. The amended Terms shall automatically become effective immediately after they are initially posted on this Site. Your continued use of the Site after the posting of the amended Terms on the Site constitutes your affirmative: (a) acknowledgement of the Terms and its modifications; and (b) agreement to abide and be bound by the Terms, as amended. Should you object to any modifications of the Terms, your only recourse is to immediately: (a) terminate use of the Site and/or Services; and (b) notify the Company of termination.

6. LINKS TO THIRD PARTY SITES ARE NOT ENDORSEMENTS.

The Site contains links to third-party web sites. The linked sites are not under the control of the Company, and the Company is not responsible for the contents or policies of any linked site. The Company provides these links as a convenience only, and a link does not imply endorsement of, sponsorship of, or affiliation with the linked site by the Company. Links to merchants or advertisers are owned and operated by independent retailers or service providers, and therefore, the Company cannot ensure that you will be satisfied with their products, services or practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

7. INTELLECTUAL PROPERTY RIGHTS.

The Site is proprietary to the Company. All the text, images, marks, logos and other content of the Site ("Site Content") is proprietary to the Company or to third parties from whom the Company has obtained permission for use. The Company authorizes you to view, download, and print the Site Content provided

that: (i) you may only do so for your own personal and non-commercial use; (ii) you may not copy, publish or redistribute any Site Content; (iii) you may not modify any Site Content; and (iv) you may not remove any copyright, trademark, or other proprietary notices that have been placed in the Site Content by the Company. Except as expressly permitted above, reproduction or redistribution of the Site Content, or any portion of the Site Content, is strictly prohibited without the prior written permission of the Company. To request permission you may contact the Company at info@ufunpay.com You represent and warrant that your use of Site Content will be consistent with the Company's rights under copyright law and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties.

8. WARRANTY.

The site and services are provided on an "as is," "as available" basis. Neither the company, nor its parent corporation, represents or warrants that the site or services will be available, accessible, uninterrupted, timely, secure, accurate, complete, or entirely error-free or virus free. Nor does the company make any warranty as to the results that may be obtained from your use of the site or services or as to the accuracy or reliability of any content or any information or products obtained through the site. Nor does the company make any warranty that defects in the services will be corrected. You expressly acknowledge that this site and the services are computer network-based services, which may be subject to outages, interruptions, attacks by third parties and delay occurrences. You waive and covenant not to assert any claims or allegations of any nature arising from or relating to your use of the site or services, including, without limitation, all claims and allegations relating to the alleged infringement of proprietary rights, the alleged inaccuracy of content, or allegations that the company should indemnify, defend, or hold you harmless from any claim or allegation arising from your use, republication or other exploitation of the site or

services. You use the site at your own risk and neither the company nor the parties who provide information and materials for publication within the site will be liable for any damages arising from your use of this site. You understand and agree that any material or data downloaded or otherwise obtained through your use of the site or the services is obtained at your own discretion and risk and that user will be solely responsible for any damage to its computer system, loss of service or loss of data that results from the download or use of such material or data.

9. DISCLAIMER.

The company specifically disclaims all representations, warranties, and conditions whether express or implied, arising by statute, operation of law, usage of trade, course of dealing, or otherwise, including but not limited to, warranties or conditions of merchantability, Fitness for a particular purpose, non-infringement, or title with respect to the site or services, or other services or goods provided through the site. For the avoidance of doubt, you agree that the company does not represent or warrant that the services or site will be available, accessible, uninterrupted, timely, secure, accurate, complete, or entirely error-free.

10. LIMITATION OF LIABILITY.

The company expressly disclaims any liability or loss arising from or related to the site or the services (however arising, including negligence), including without limitation, liability or loss associated with unauthorized access to any servers, merchant interfaces, websites, facilities, or your data or your customer data (including credit card numbers and other personally identifiable information) due to accident, illegal or fraudulent means, including hacking, or devices used by any third party, or other causes beyond the company's reasonable control. You expressly agree that the company shall not be liable

for any loss arising from infiltration of the services, the company's system or the site by means of software viruses, Trojan horses, worms, time bombs, or any other software programs, or technology designed or intended to disrupt, damage, intercept or expropriate the company's services or any system, program, data or personal information or limit the functioning of the site, services or any software, hardware, or equipment or to damage or obtain unauthorized access to any data or any information of any third party.

11. EXCLUSION.

As a condition of use of the site and the services, you agree that neither the company, nor any officer, affiliate, director, shareholder, agent, contractor or employee of the company will be liable to you or any third party for any direct, indirect, incidental, special, punitive, or consequential loss of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulting directly or indirectly from, or otherwise arising in connection with the site, the services or UFUNPAY Service Agreements, However arising, including without limitation, the inability to use the services or for cost of procurement of substitute goods and services or resulting from any products or services provided or obtained or transactions entered into through the site or resulting from unauthorized access to, deletion or alteration of your transmissions or data or failure of the site to store your transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible property, even if the company has been advised of the possibility of such damages. The limitations set forth in this section apply to the acts, omissions, negligence, and gross negligence of the company and its affiliates, subsidiaries, contractors, subcontractors, officers, directors, shareholders, managers, employees, and agents, which, but for this provision, would give rise to a course of action in contract, or any other legal or equitable doctrine.

12. LIMITATION.

Except as otherwise limited, our liability and the liability of our subsidiaries, officers, directors, employees and agents to you or any third parties in any circumstances shall be limited to the lesser of (a) the amount you pay us in the 30 days prior to the action giving rise to liability or (b) \$100.

13. INDEMNIFICATION.

You agree to indemnify, defend and hold harmless the Company, its subsidiaries, affiliates, directors, officers, shareholders, agents, contractors and employees, from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to, arising from or out of: (a) your use of the Site and/or Services; (b) your breach or alleged breach of any representation, warranty or other obligation; (c) your violation or alleged violation of any federal, state, international or local law and any and all regulations, rules or ordinances; (d) the negligence or willful misconduct of you or your employees or agents; (e) any violation of the Terms or Privacy Policy; (f) your infringement of any intellectual property or other legal right of any person or entity; or (g) your advertising, marketing, promotion, sale, or distribution of any products or services.

You shall not, without the prior express written approval of the Company, settle, dispose or enter into any proposed settlement or resolution of any claim (whether having been finally adjudicated or otherwise) brought against you, if such settlement or resolution results in any obligation or liability for the Company, its subsidiaries, affiliates, directors, officers, shareholders, agents, contractors and employees.

In the event you cause fines and/or penalties to be charged to the Company by the Credit Card Associations or any other entity, you agree to reimburse the Company immediately for said fines and/or penalties.

This defense and indemnification obligation will survive these Terms of Use and your access to and/or use of the Site.

14. DISCLOSURE; FORWARD-LOOKING STATEMENTS.

Certain statements that are not historical fact contained in the Site may constitute forward-looking statements. Such statements include, without limitation, statements about future financial and operating performance of the Company, as well as the Company's plans, strategies, partnerships, products, service markets, growth prospects, successes, cost-effectiveness and security of new products or services, objectives, expectations, intentions or other statements that are not historical fact. Such statements are based on the then current beliefs and expectations of the management of the Company and are subject to significant risks and uncertainty. Actual results may vary materially from those contained in forward-looking statements based on a number of factors including, without limitation, (i) dependence on a limited number of clients, (ii) the Company's revenue concentration in the wireless telecommunications business and the declining subscriber growth rate in that business, (iii) the adverse impact that the financial and operating difficulties of the Company's clients may have on the Company's future revenues, and financial and operating results, (iv) continuing rapid change in the industry and other markets in which the Company does business that may affect both the Company and its clients, (v) potential state, federal, and international regulation of voice conferencing or other services and related compliance and operating costs, regulatory assessments, and potential suspensions of service pending compliance with such regulation, (vi) uncertainties associated with the Company's ability to develop new products, services, and technologies, (vii) market acceptance of the Company's new products, services, and technologies and continuing demand for the Company's products, services, and technologies, (viii) the impact of competitive products, services, and pricing on both the Company and its clients, (ix) current and future economic conditions including, without limitation, decreases or delays in capital spending by carriers and in

new subscriber growth, and global economic recession, (x) integration, employee retention, recognition of cost and other benefits and revenue synergies, and other risks associated with acquisitions, (xi) the Company's ability to execute on its objectives, plans, or strategies including, without limitation, product or services development plans, the mobile business strategy and the plans to develop alliances and grow its client base, (xii) economic and political instability in the domestic and international markets including, without limitation, the impact of terrorist threats and hostilities and the declaration of war or similar actions, (xiii) uncertainties associated with the Company's ability to expand into new markets including, without limitation, the mobile business market, (xiv) the impact of restructuring charges and other charges on the Company's business and operations, (xv) the industry risks associated with UFUNPAY Limited's business and operations including, without limitation, illegal or improper uses of ufunpay.com's payment system, unauthorized intrusions or attacks on ufunpay.com's payment system that may impair the operations of its payment system, changes or failures to comply with credit card association rules, governmental regulation and the application of existing laws to ufunpay.com's business and dependence on relationships with third party payment processors. The Company undertakes no obligation to update any forward-looking statements. Nothing contained in this web site constitutes an offer to sell or solicitation of an offer to buy any of the Company's securities.

15. ACCESS TO PASSWORD PROTECTED/SECURE AREAS.

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

16. SERVICES OFFERED BY the COMPANY ON THIS SITE.

When you agree to obtain a Service from the Company, you accept the specific

terms and conditions applicable to that Service in accordance with the applicable UFUNPAY Service Agreement. Except as provided in the UFUNPAY Service Agreement, the Company does not warrant that any service description or content contained in this Site is accurate, current, reliable, complete, or error-free.

17. USE OF COOKIES.

Cookies may be used in order to improve our service to you. The cookies used do not collect personally identifiable information, and they are not used to determine Your Identity. If you are not comfortable with this use, you may configure your browser to be notified when cookies are to be received and to provide you with the option of refusing cookies. Cookies may be used to record details of pages relating to particular products and services that you have visited on the Website. This is to provide us with generic usage statistics to allow us to improve this Site and to provide you with information that may interest you.

18. TERMINATION & EFFECT.

The Company may terminate access to the Site and the Services, with or without cause, at any time, and effective immediately, without notice. The Company shall not be liable to you or any third party for termination. Upon termination of access to the Site and/or Services, your right to use the Site and/or Services shall immediately cease.

19. CHARGEBACK AND REFUND POLICY

The Merchant agrees that payment made in any Customer Order, in respect of which the Customer or Issuing Bank raises a claim, demand, dispute or chargeback on UFUN PAYMENT SERVICE PROVIDER or the Facility Providers for any reason whatsoever or in case of refund initiated by the Merchant shall be the financial responsibility of the Merchant. The chargeback

or refund shall be processed as per the set processes of Facility Providers and UFUN PAYMENT SERVICE PROVIDER. Once the chargeback is received and the merchant is ordered to make payment of the chargeback amount or in case of refund once the refund requested is initiated by the Merchant, the Merchant shall make the payment of the chargeback/ refund amount as the case may be without any demur or protest, dispute or delay.

The Merchant shall make payment of chargeback amount within 48 hours from the time of receiving the request for making payment of chargeback and or in case of refund immediately at time of initiating the refund. The Merchant hereby agrees that all refunds and chargebacks shall be the sole responsibility of the Merchant and UFUN PAYMENT SERVICE PROVIDER shall not be liable for any claims or disputes which may arise in connection with such refunds or Chargebacks to the Merchant or its Merchants. The Merchant agrees to indemnify UFUN PAYMENT SERVICE PROVIDER in respect of any claims, disputes, penalties, cost and expenses arising directly or indirectly in relation refunds or Chargebacks for all Transaction initiated and instructed through the Merchant's website.

If UFUN PAYMENT SERVICE PROVIDER and/or the Facility Providers determine that the Merchant and/or its business associates registered with UFUN PAYMENT SERVICE PROVIDER are incurring an excessive number of Chargebacks or refunds, UFUN PAYMENT SERVICE PROVIDER may establish controls or conditions governing the Transactions contemplated under these terms and conditions, including without limitation, by

- a) establishing new processing fees
- b) by requesting a reserve in an amount reasonably determined by UFUN PAYMENT SERVICE PROVIDER to cover anticipated Chargebacks and refunds
- c) by asking the Merchant to first make payment of the chargeback amount / refund amount and then only process the chargeback and refund request.
- d) delaying or suspending pay-outs to Merchant,
- e) block the refund or refuse to process
- f) imposing penalty amount if any charged by Facility Providers
- g) terminating or suspending UFUN PAYMENT SERVICE PROVIDER Services.

The Merchant hereby authorizes UFUN PAYMENT SERVICE PROVIDER to hold or refund the amount from the Merchant's current balance amounts with UFUN PAYMENT SERVICE PROVIDER to the extent of the aforesaid chargeback and refund and any other outstanding amount due to UFUN PAYMENT SERVICE PROVIDER by the Merchant. If the Merchant account has

insufficient funds available therein; the merchant shall within 48 (Forty eight) hours pay to UFUN PAYMENT SERVICE PROVIDER, the amount of the chargeback/dispute / refund to the extent to which such funds without any demur, protest, dispute or delay,

If the Merchant does not make any payment to UFUN PAYMENT SERVICE PROVIDER by its due time (within 48 hours) or on demand as required by UFUN PAYMENT SERVICE PROVIDER. UFUN PAYMENT SERVICE PROVIDER shall be entitled to file a case against the Merchant or suspend the service until the date of payment in full. It is agreed that any claim or dispute arising out of non-payment of refund / insufficient balance shall be the absolute liability of the Merchant AND the Merchant hereby indemnifies UFUN PAYMENT SERVICE PROVIDER, and the Facility Providers against any claims, dispute initiated by any Customers/ Facility Provider or any third party / Authority enforced on UFUN PAYMENT SERVICE PROVIDER, banks/card companies/payment service provider etc. for the non-refund of such transactions.

Short Term Credit Facility on refunds: Since the Merchant will not be allowed to initiate refunds of amount greater than the balance amount held with UFUN PAYMENT SERVICE PROVIDER; The Merchant may face refund related issues from the Customers such as, “the refunds were blocked by UFUN PAYMENT SERVICE PROVIDER due to insufficient or no balance amount in Merchant account held with UFUN PAYMENT SERVICE PROVIDER”. In order to avoid such refund issues and to continue the smooth refund process, the Merchant may avail the credit facility on refunds where in UFUN PAYMENT SERVICE PROVIDER at its sole discretion may allow the Merchant to initiate refunds of amount greater than the balance amount available with UFUN PAYMENT SERVICE PROVIDER. This facility will allow additional time not exceeding 7 (Seven) days to the Merchant to arrange for funds against refunds so initiated. To avail the Credit facility the Merchant shall give separate written instructions to UFUN PAYMENT SERVICE PROVIDER, UFUN PAYMENT SERVICE PROVIDER on its sole discretion may grant the Credit Facility on refund to the Merchant. The Merchant agree that the repayment of credit facility on refund shall be governed by all the clauses above and by the special terms and conditions formed by UFUN PAYMENT SERVICE PROVIDER for credit facility on refund.

20. PRIVACY POLICY.

Information collected by the Site will be treated in accordance with the

Company's Privacy Policy located at www.ufunpay.com/privacy-policy, which is incorporated herein by reference.

21. GOVERNING LAW & JURISDICTION.

This Agreement is intended to be legally binding upon the Parties. The Parties hereby agree that in the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the UAE Arbitration Act, which Procedure is deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 5 days of the commencement of the mediation, or such further period, as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the UAE Arbitration Act, which is deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The governing law of the contract shall be the law of UAE. In any arbitration commenced pursuant to this clause: (i) the number of arbitrators shall be one; and (ii) the seat, or legal place, of arbitration shall be UAE.

Card details will be saved in a tokenized manner as per scheme specifications.

22. TRADEMARKS.

UFUNPAY.COM, the ufunpay.com logos are registered trademarks of the Company, and UFUNPAY.COM. All other company and product names referenced herein are the trademarks or registered trademarks of their respective holders. This list may be modified from time-to-time in the Company's discretion. You shall not register or attempt to register any of the Company's marks or trademarks that would reasonably be deemed to be

confusingly similar to any of the Company's marks or trademarks. You shall comply with all standards with respect to the Company's marks and all uses of the marks shall be consistent with Company standards.

23. FORCE MAJEURE.

The Company shall not be liable for any losses arising out of the delay or interruption of its performance of obligations due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions by a third party, infiltration or disruption of the Services by a third party, or other catastrophes or occurrences that are beyond the Company's reasonable control.

24. GENERAL.

In the event that any provision of the Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of the Terms. The Company's failure to act with respect to a breach by you or others does not waive its right to act with respect to prior, subsequent, simultaneous, or similar breaches. In the event of a conflict between the Terms of Use and the applicable UFUNPAY Service Agreement, the latter shall govern.

25. MISCELLANEOUS.

Rights and obligations under these Terms of Use which by their nature are intended to survive termination, including without limitation the indemnification and limitation of liability provisions, will remain in full effect after termination or expiration of these Terms of Use.