

TERMS OF SERVICE

Last Updated: 07th January 2025

1. <https://uqpay.com/en-AU> and/or any associated application program interface or mobile application, if any, (collectively known as "UQPAY.com"). UQPAY.com is a payment service platform operated by and proprietary to UQPAY (as defined below).
2. This Terms of Service ("Terms") shall constitute a binding legal agreement between UQPAY PTY LTD ("UQPAY", "we", "us" or "our") and user (including your authorized users and any users of your supplementary Account) of UQPAY.com ("user", "you" or "customer") and shall be effective as of the date of your first access, usage to or sign up an account with UQPAY.com. For the purposes of this Terms, you and UQPAY shall be individually referred to as a "Party", and collectively as the "Parties".
3. This Terms shall govern the contractual relationship between you and UQPAY in respect of your access on, purchase and/or any transaction made, whether directly or indirectly, through UQPAY.com. This Terms does not require any signing and/or execution.
4. Please read the following Terms carefully before you use, access to or sign up an Account. Your visit, access or usage of UQPAY.com shall constitute your irrevocable acceptance and agreement to be legally bound by this Terms. In the event that you do not agree to any terms and conditions under this Terms, please discontinue any visit, access, or usage of UQPAY.com.
5. If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country ("legal age"), you must get permission from your parent or legal guardian to sign up for an Account and that parent or legal guardian must agree to these Terms. If you do not know whether you have reached the legal age, or do not understand this section of Terms, please do not sign up for any Account until you have sought your parent or legal guardian for assistance and guidance. If you are the parent or legal guardian of a minor who is signing up for an Account, any registration for, access and/or usage of such Account by that minor shall constitute your irrevocable acceptance and agreement to be legally bound by these Terms on the minor's behalf, including those additional terms, conditions and policies referenced herein and/or linked hereto and you shall be responsible for all usage, activities, transactions and purchases of that minor's Account or website using that Account, whether such account is signed up or registered prior to this or later. Notwithstanding anything contrary to the foregoing, UQPAY reserves the right to suspend and/or terminate any such Account that are registered on this website.
6. For avoidance of doubt, this Terms take precedence over and do not alter in any way the terms or conditions of any other agreement that you may have with us for any other products or services.

General

7. This Terms visible on UQPAY.com at any time will be the most current version of Terms and shall be applicable as is where is. Please note that this Terms may be amended at our sole discretion from time to time without any prior or further notice to you and its users. The amended Terms will be posted on this page and your continue usage and access to UQPAY.com after such amended Terms is posted shall be deemed as your consent and agreement to the all relevant changes and amendments.
8. UQPAY may suspend or terminate UQPAY.com and/or these Terms for any reason whatsoever. You shall immediately stop using UQPAY.com upon such suspension or termination. Any

suspension or termination does not in any way affect any liabilities accrued prior to the suspension or termination.

9. Unless stated otherwise, the following terms shall have the following meanings and/or interpretations throughout the Terms:

“Account” refers to the account created and registered on UQPAY.com by you, including master account and supplementary account (or may be known as sub-account), whichever is applicable, where all account shall be subject to all and every compliance requirement required by UQPAY and the terms and conditions on UQPAY.com from time to time;

“business day” means a day (except Saturday, Sunday, public holidays and unscheduled holidays) on which banks and financial institutions are open for business in Hong Kong;

“Confidential Information” refers to all exclusive, confidential, non-public technical and commercial information disclosed by UQPAY to you or your agents, representatives, employees or any personnel in relation to your usage of and transaction on UQPAY.com, including but not limited to:

- (i) any technical information such as R&D design, service design concepts/ideas, software documentation, service and specifications, data, models, samples and drafts;
- (ii) business information, such as marketing requirements and strategies, plans and prices, client list, direction of business development, others involving in the management and operation systems and processes;
- (iii) any information, software, data and other information of the other party and/or its related party; and
- (iv) other information which is not able to obtained from any public resources.

“day”, “week”, “month”, “year” refers to that day, week, month, year in accordance with the Gregorian calendar (any “daily”, “weekly”, “monthly”, “yearly”, “annually” shall also be construed accordingly);

“Insolvency Events” refers to the events that an individual or company becomes unable to meet its financial obligations to its creditors as debts become due. It shall include but not limited to the following circumstances:

- (i) You become insolvent or is unable to meet its debts in accordance to any laws or regulations;
- (ii) a petition for an administration order is filed at any court against you;
- (iii) You have entering into liquidation whether voluntarily (save for the purpose of permitted amalgamation or reconstruction) or compulsorily;

- (iv) You have seeking for re-organisation or to effect a plan or other arrangements with creditors;
- (v) You have applying for, consents to, acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property; or
- (vi) You (if it is a legal entity) have passes a resolution for its winding up or a court of competent jurisdiction makes an order for its winding up which is not dismissed within seven (7) days.

"Privacy Policy" refers to the privacy policy published on UQPAY.com, which can be found at <https://uqpay.com/en-AU/company/terms> ;

"Sanctions" any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the authority or government of Hong Kong and/or any relevant governmental institutions and agencies, from time to time and as the case may be;

"User Acceptance Policy" refers to the User Acceptance Policy of UQPAY.com that can be found at <https://uqpay.com/en-AU/company/terms> ; and

"UQPAY" as defined in Clause 2 and including its affiliates and subsidiaries, if any.

10. This Terms is to be read and interpreted together with other terms and conditions, policy, agreements, if any, that may be available on UQPAY.com from time to time.
11. Words importing singular include plural and vice versa, words importing any gender include every gender, words importing persons include bodies corporate and unincorporate.
12. References to Clauses and other provisions herein are references to Clauses and other provisions herein and terms defined herein shall have the same meanings where used throughout this Terms
13. A reference to a statute or statutory provision is a reference to it as it is in force as at the last update of this Terms and shall include all subordinate legislation made as at the last update of this Terms under that statute or statutory provision.
14. A reference to writing or written excludes fax but not email.
15. Any capitalized terms not defined herein shall have the meanings ascribed to those in other terms and conditions, policy, agreements, if any, that may be available on UQPAY.com from time to time.
16. UQPAY reserves all rights not expressly granted under this Terms.

Proprietary Rights

17. UQPAY.com is owned and maintained by UQPAY and the materials on UQPAY.com, including but not limited to graphics, images, branding, logos, information and software programs, are protected by trademark, copyright and other forms of proprietary rights ("Materials").
18. All intellectual property rights subsisting in or used in connection with UQPAY.com, the Materials and any services available on UQPAY.com, are UQPAY's property. You shall not enforce any intellectual property rights belonging to UQPAY except with the prior written approval of UQPAY.

19. All rights, title and interest of the intellectual property rights belonging are owned by, licensed to or controlled by UQPAY despite any purchase, payment, transaction or activities under your Account or through UQPAY.com.
20. UQPAY hereby reserves all rights in and to the Materials and/or its intellectual property rights, including those authorised, consented, permitted or granted in any products and/or services purchased.
21. Except as otherwise provided, the Materials of UQPAY.com shall not be reproduced, republished, uploaded, posted, transmitted, appropriated or otherwise distributed in any manner, without the prior written permission of UQPAY. Modification of any of the Materials or use of the Materials for any other purpose shall be an infringement and violation of UQPAY's intellectual property rights.
22. You hereby warrant that you shall not in any way to crack, reverse engineer, decompile or disassemble any service and/or its relevant software, platform interface or website links provided by UQPAY and/or UQPAY.com. You further warrant not to modify the contents, functions, logic and other aspects of the service provided by UQPAY and/or UQPAY.com.
23. Upon signing an Account, you are deemed consent and agree that UQPAY may use, publish or display your name, trademarks, branding or any relevant logo and symbols on our designated website, documents or whatsoever materials for the purpose of marketing. Any such usage or publishment for marketing purpose shall not considered as infringement by UQPAY. The Customer may at any time and upon reasonable notice in writing to UQPAY request that UQPAY ceases to use its name, logo, trademarks and general business information for these purposes.

Account

24. In order to use any functions, features or to create any transaction in UQPAY.com at material times, you are required to register an Account and complete all and every compliance requirement as may be required by UQPAY from time to time, whether such compliance requirement may be reached out to you through UQPAY.com and/or any other communication measures. UQPAY reserves its right to (i) perform any compliance review on ad-hoc or periodic basis against your Account and (ii) update our compliance requirement and/or compliance policy from time to time without any notice to any user.
25. Unless (i) you have signed up an account with UQPAY.com; and (ii) you have fulfilled and complete our compliance requirement, you shall not use any services and/or functions available on UQPAY.com. For avoidance of doubt, a successful Account opening shall be subject to compliance requirement and approval from UQPAY.com.
26. You also hereby agree and understand that you may create or register supplementary Account on the same name or different name basis. As a master Account holder and owner, you understand that you and your authorized users are able to manage and maintain any such supplementary Account created and registered under your master Account. As such, upon any such creation or registration of supplementary Account, it is your responsibility to ensure that you are fully authorized by the owner of such supplementary Account, whether legal owner or beneficiary owner, to create, register, manage, maintain and/or oversee any such supplementary Account and its data.
27. In the event that you are a supplementary Account owner or holder, you hereby agree that the holder, owner and/or users of your master Account is able to manage, maintain and/or oversee your Account and its relevant data without notifying you. Upon your sign up of supplementary Account on UQPAY.com, "you" in this Terms shall represents you, your authorized users and your master Account holder, owner and users collectively.

28. By clicking on the “Sign Up” button on UQPAY.com or by visiting UQPAY.com, we may provide you with access and utility through our trading platform via UQPAY.com and/or its available services and/or functionalities on a “as is” basis.
29. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. In such event, you shall refer to the terms and conditions of any such products, websites or services upon your usage and access to the same.
30. If you are using UQPAY.com on behalf of a legal entity, you represent and warrant that (a) such a legal entity is duly organized and validly existing under the applicable laws of its relevant jurisdiction; (b) you are authorized to accept the Terms and act on such entity's behalf and that entity shall be deemed agreeable to be responsible to us if you violate the Terms; and (c) all the documents and information submitted to us in respect of the entity and/or yourself is factual, accurate and real.
31. By sign up for an Account in this website, you have accepted and agree:
 - (i) That it is your responsibility to safeguard your Account log in credential and password;
 - (ii) To authorise us to assume that any user of your Account which has logged in by using your Account log in credential and password is you and yourself;
 - (iii) To ensure that you log out from your Account at the end of each session on UQPAY.com;
 - (iv) To ensure that your Account information is accurate, complete, up to date and not misleading. It is your responsibility to update all changes of your Account information promptly;
 - (v) That you shall not assign or transfer your Account to any other third party; and
 - (vi) That UQPAY has the right to permanently remove inactive Account and disable any Account log in credential and password at any time; and
 - (vii) You shall only be allowed to use or proceed with any transaction on UQPAY.com upon the compliance requirement completion and approval. UQPAY reserve all right to reject your compliance requirement and to terminate your Account.
32. You may appoint one or more authorized user to act on your behalf under your Account. However, you shall always fully responsible for all activities and transactions that occur and made in and under your Account and/or any supplementary account (if any) even if such activities or transactions were committed by your authorized users, or, were proven not committed physically by you. UQPAY will not be liable for any loss or damage arising from unauthorised usage of your password or your failure to comply with any of these Terms.
33. You agree that UQPAY may, for any reason, in its sole discretion and without prior notice or liability to you or any third party, immediately terminate or suspend your Account, withdraw, cancel or suspend any transactions associated or offered to your Account, temporarily or in more serious cases permanently withhold any sale proceeds or refunds, and/or take any other actions that UQPAY deems necessary. Grounds for such actions, actual or suspected, may include but shall not be limited to:
 - (i) Extended periods of inactivity of your Account;
 - (ii) Your Account is found of violation of the spirit of these Terms;

- (iii) UQPAY has reasonable concerns about your profile, including your usage of UQPAY.com;
 - (iv) Illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour under your Account;
 - (v) Your or your Account's behaviour is harmful to any other parties, or the business interests of UQPAY;
 - (vi) You have been placed on any national or international restricted or prohibited lists, which prohibited you from proceed with any transactions through UQPAY.com;
 - (vii) You have failed to settle any payable and outstanding debt or amount owing to UQPAY;
 - (viii) Insolvency Events against you;
 - (ix) there is a change in control in your organisation, including but not limited to by way of merger and acquisition, wherein in relation to an entity which is controlled by a person, that person ceasing to do so, or any other person acquiring control of it where it may affect the ultimate beneficial ownership, directly or indirectly;
 - (x) You have failed to comply or fulfil our compliance requirement in accordance to our compliance policy;
 - (xi) UQPAY suspends or stops all or part of its services or functionalities on UQPAY.com for any reasons;
 - (xii) As required by any law or authorities.
34. You may also opt to terminate your Account voluntarily provided that there are no outstanding transactions between you and UQPAY.
35. For avoidance of doubt, the contractual relationship between you and UQPAY shall be deemed terminated upon the termination of your Account. Unless stated otherwise, termination of this Term and/or termination of your Account shall not affect:
- (i) either Party's rights in respect of any breach of this Terms occurring before such termination;
 - (ii) either Party's liabilities incurred prior to such termination;
 - (iii) Your obligation to pay sums due to UQPAY which have accrued and payable prior to the date of termination; and/or
 - (iv) the obligations of the Parties to perform any other act under this Terms which was due before such termination.
36. Any usage of your Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If any criminal charge, legal dispute arises or law enforcement action is commenced against you and/or UQPAY, in connection with your Account or your usage of UQPAY.com, UQPAY may terminate your Account immediately with or without notice and you shall hereby indemnify UQPAY from and against any such liability in such event.
37. You may terminate your Account by any available measures or functions on the website from time to time. Notwithstanding any such termination, you shall remain responsible and liable for all activities and transaction, whether commenced prior to or after such termination, whether such

termination is completed or incomplete, that occur in your Account. UQPAY shall have no liability for, and you hereby agree to indemnify UQPAY from and against, any losses or damages incurred due to your actions, usage or termination in your Account.

Services

38. UQPAY may provide various types of services and/or products on or through UQPAY.com. UQPAY reserves its right to add or delist the range of services and/or products from time to time at its sole discretion.
39. Without any obligation to give prior notice to you, UQPAY may place interim or permanent restrictions on the use of all or any part of the services and/or products on UQPAY.com, depending on regulatory requirement that may be changed from time to time.
40. Upon signing up and Account with UQPAY.com, you acknowledge and agree that UQPAY may provide any services, products and/or functions through UQPAY.com on “beta”, “pilot”, “invite-only”, “limited release” or “pre-release” basis (“Beta Services”). You hereby acknowledge that:
 - (i) such Beta Services are not final products which are still in development and is provided on “as-is” basis;
 - (ii) UQPAY does not provide any warranty or compromise on such Beta Services for its results, functions, standards or whatsoever quality;
 - (iii) UQPAY also not obliged to provide any repairment, maintenance or service for the Beta Services; and/or
 - (iv) UQPAY is entitled to cease, suspend and/or terminate the Beta Services at its sole discretion without any notice to you.
41. UQPAY does not bear any responsibility in the event that any instructions of transactions provided by you contain any inaccuracy, incompleteness, discrepancy, ambiguity or is unauthorised or fraudulent. As such, you shall hereby indemnify UQPAY and to defend and hold UQPAY harmless from all loss and/or damages incurred in connection with any such authorisation and/or instruction provided by you, except any loss resulting from UQPAY’s gross negligence, wilful misconduct or fraud.
42. UQPAY reserves its right to outsource any such services and/or products on UQPAY.com and its associated obligations.

Fees

43. Upon your purchase, order or transaction with UQPAY.com, UQPAY may charge you certain fees or amount on top of your desired transaction amount. Unless stated otherwise, such fees or amount will be displayed before you confirm and/or proceed with your purchase, order or transaction with UQPAY.com. You are deemed agreed to any such fees or amount once you confirmed and/or proceeded with any such purchase, order or transaction. You shall not proceed further with any such purchase, order or transaction in the event that you are not agreeable to such fees or amount. You understand that, without paying such fees, you shall not be able to further proceed with any transaction through UQPAY.com. UQPAY reserve its rights to adjust and/or change its fees structure and/or whatsoever pricing on UQPAY.com.
44. Upon signing an Account with UQPAY.com, you also hereby agree that, in the event there is any refund from UQPAY and/or UQPAY.com to you, such refund amount may be subject to certain processing fees and you shall be responsible to bear such processing fees. UQPAY and/or

UQPAY.com shall be entitled to set off such processing fee from the refund amount upon the refund transaction and you shall only receive the refund amount after deducting such processing fee.

45. Any rate, price, fee or whatsoever payment shown or displayed on UQPAY.com does not include any duties or tax, including but not limited to any withholding taxes, shipping taxes, custom duties, import taxes, value added tax and/or goods and services tax. Any applicable taxes are those in force at the time of the invoicing and you shall be responsible for all such duties and taxes.
46. UQPAY does not bear any responsibility in the event that your instructions or whatsoever transactions provided by you contain any inaccuracy, incompleteness, discrepancy, ambiguity or is unauthorised or fraudulent. Further, you hereby indemnify UQPAY and to defend and hold UQPAY harmless from all loss incurred in connection with any such authorisation and/or instruction, except any loss resulting from UQPAY's gross negligence, wilful misconduct or fraud.
47. UQPAY's rights under this section are in addition to any general lien, set-off or other rights to which UQPAY may be entitled under any applicable law or legal requirement or otherwise.
48. For avoidance of doubt, unless stated otherwise, any exchange rate or whatsoever trading benchmarks in respect of the Services shall be floating and/or fluctuate depending on the market at the material times and subject to UQPAY's prevailing rate and/or whatsoever benchmarks.

User Acceptance Policy

49. Upon signing up an Account with UQPAY.com, you are deemed agreeable to be legally bound by the User Acceptance Policy. Kindly refer to our User Acceptance Policy for the relevant information.

Privacy Policy

50. UQPAY will take all reasonable measures to ensure that information you transmit to UQPAY.com is remain confidential and protected. Kindly refer to our Privacy Policy for the relevant information.

Risk

51. You acknowledge that this Terms is not reviewed by any authorities. Any information provided in UQPAY.com are for reference only. Do note that we are not involved in giving any advice and UQPAY.com may not cover all information available on a particular issue. If necessary, we would advise that you conduct your own checks or obtain relevant professional advice externally to your particular circumstances, outside of UQPAY.com.
52. Notwithstanding to any other clauses of this Terms, UQPAY makes no representations or warranties, and shall have no responsibility or liability for the accuracy, completeness or sufficiency of any data or information received or processed through UQPAY.com.
53. UQPAY hereby reserve the right to monitor, edit, remove, vary, amend and add any information, content, Materials, products, services or whatsoever in UQPAY.com without any notice to you.
54. UQPAY may outsource its obligations under this Terms to any third party and UQPAY is allowed to disclose any relevant and necessary Confidential information to the third party for the purpose of such outsourcing services engaged.

Representation and Warranty

55. By signing an Account with UQPAY.com, you represent and warrant that:

- (i) If you are a natural person, you are at least eighteen (18) years of age;
 - (ii) If you are a company, you are duly incorporated under the law of its place of incorporation;
 - (iii) You have the requisite power, authority, necessary licenses, permits and consents to enter into a contractual relationship with UQPAY and to carry out all activities and transactions contemplated hereunder;
 - (iv) the accuracy, timeliness, completeness and validity of your identity and/or company information; and
 - (v) neither you nor any of your subsidiaries (for company) or, to the best knowledge of the Party or its representatives, any of its directors, officers, shareholders or employees is such an entity or individual who is a target of any Sanction law or the country or region in which such Party is located, bound, organized, or settled, or their government, is currently the target of national Sanctions imposed by the sanctioning organ of any sovereign national government;
 - (vi) you will comply with all laws and regulations applicable the use of the service and/or product in the applicable jurisdiction.
56. To the extent permitted by law, UQPAY makes no warranties, guarantees or representations of any kind with respect to UQPAY.com and its services and/or products. All warranties, conditions and terms, whether express or implies by statute, common law or otherwise (including any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose or non-infringement of third-party rights) given by UQPAY are excluded to the extent permitted by law. In particular, UQPAY:
- (i) Does not make any commitments about the content or date within UQPAY.com, the specific functions of its services and/or products and its accuracy, reliability, availability or ability to meet your needs;
 - (ii) Does not guarantee that the services and/or products on UQPAY.com will operate uninterrupted or error-free, will always be available, contains and/or displays information that is current or up-to-date, and will be free from bugs, viruses or any faulty;
 - (iii) May occasionally have to interrupt your use of UQPAY.com for operational, security or other reasonable reasons; and
 - (iv) Does not offer financial advice and you shall not treat any information or comments by UQPAY as professional financial advice.

Liability

57. Nothing in the Terms limits or excludes:

57.1 in relation to each Party, its Liability for:

- (i) death or personal injury caused by its negligence;
- (ii) fraud or fraudulent misrepresentation;
- (iii) any other act or omission, liability for which may not be limited under Applicable Law; and

57.2 in relation to the Customer, its Liability for:

- (i) any sums properly payable to UQPAY under this Terms;
- (ii) a breach by you of applicable laws; and
- (iii) liability arising under any indemnity given by you.

58. Unless stated otherwise, UQPAY shall have no liability in respect of:

- (i) any incidental, punitive, indirect, special or consequential losses suffered or incurred by you;
- (ii) any loss of profits, loss of business opportunities or bargain, loss of revenue, loss of anticipated profits, loss of or corruption of data or loss associated with the same, loss of operation time or loss connected with or arising from business interruption, loss of anticipated savings and/or damage to goodwill or any other damage to reputation, (in each case, arising as a direct or indirect result of the applicable claim);
- (iii) any loss outside of the direct control of UQPAY that arises from the negligence, fraud or wilful misconduct or the insolvency of any third-party correspondent bank, liquidity provider, or other financial institution who is part of the payment network used to provide the services;
- (iv) the non-execution, or defective execution, of transactions or instructions if any information you provided is incorrect, incomplete, insufficient or if such non-execution or defective execution arises out of your failure or delay in providing us with the information we require in accordance with the Terms; and
- (v) any error, mistake or non-performance arising from the payee/beneficiary bank if the payee/beneficiary bank fails to process the payment correctly.

59. When UQPAY.com is unable to operate properly due to the following circumstances and you are unable to access UQPAY.com or proceed with any transaction, UQPAY assume no liability for any losses or damages. These circumstances including but not limited to:

- (i) system downtime during maintenance by UQPAY, whether such maintenance is announced or emergency without announcement;
- (ii) telecom or networking equipment issues;
- (iii) Force Majeure events;
- (iv) any other issues, including hacker attacks, computer virus intrusion or attack, website or backend maintenance and upgrade, banking related issues, government regulation or mandates, freezing order imposed by any Competent Authority and any other third-party issues; and
- (v) damages to users or other third parties caused by third parties.

60. Damages alone may not be an adequate remedy for breach and accordingly either Party will be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach.

61. You hereby agree and warrant that you shall not do or omit to do anything likely to cause UQPAY to be in breach of any such laws or regulations.

62. With the exception of mandatory laws to the contrary, you agree that:

- (i) UQPAY's total and accumulated liability, regardless of the cause and the number of claims, shall be strictly limited to the fee paid by you to UQPAY under your Account, in the twelve (12) months preceding the event giving rise to such liability or the life span of your Account, whichever is shorter;
- (ii) Under no circumstances can UQPAY be liable for the reparation of any special, consequential or indirect losses of or punitive damages caused, contributed or affected by you. UQPAY shall only be liable provided for its own gross negligence, wilful misconduct or misrepresentation; and
- (iii) All claims are time-barred if not made within one year following the date the cause of action accrued.

Indemnities

63. You shall indemnify and keep indemnified UQPAY on demand against all losses incurred against or suffered by UQPAY in connection with or as a result of:
- (i) your breach of any term of the Terms;
 - (ii) your failure to comply with any applicable laws and regulations;
 - (iii) your failure to comply with the legal documents and/or policies published on UQPAY.com from time to time;
 - (iv) your misuse of any services available on UQPAY.com;
 - (v) a third party alleging that UQPAY's usage of your information or materials as permitted by this Terms infringes any intellectual property rights;
 - (vi) any losses, damages or whatsoever consequences that are incurred in accordance to your instructions; or
 - (vii) UQPAY funding or arranging to fund all or part of any transactions pursuant to your instruction, and/or, you cancel or fail to fully fund such transactions and UQPAY incurs losses as a result of the investment, deposit or other deployment of that funding or the unwinding of any arrangement for that funding.
64. Upon signing up an Account, you hereby agree that:
- (i) it is your solely and exclusive responsibilities for communicating, accountable and liable for all acts, omissions and breaches to and against your end-customer, if any;
 - (ii) nothing in this Terms or any other terms or policies on UQPAY.com create any contractual relationship between UQPAY with your end-customer. As such, UQPAY shall not in any way responsible for any disputes, claims, or whatsoever conflicts between you and your end-customer and you hereby indemnify, defend and hold harmless UQPAY (including its shareholders, directors, employees, agents, and representatives) from and against all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, legal fees and any other expenses whatsoever, whether criminal, civil, or commercial in nature, directly or indirectly, arising from the disputes, claims, or whatsoever conflicts between you and your end-customer;
 - (iii) the service and/or product available on UQPAY.com is provided "as is" and without warranty of any kind and UQPAY expressly disclaims all warranties, expressed or implied, including,

but not limited to, the implied warranties of the merchantability and fitness for a particular purpose;

- (iv) When necessary, it is your responsibilities and obligation to comply with all applicable data protection regulation as the party who contracts directly with your end-customer and to conduct the necessary know-your-customer procedures for purposes not limited to complying with the necessary anti-money laundering and counter-terrorist financing regulations; and

Restrictions

- 65. In response and in accordance to the law, regulations and/or policies of various countries and regions around the world, UQPAY does not provide services or products to users resides in Sanction countries.
- 66. You hereby agree that the list of Sanction countries is always not exhaustive and shall be pegged to and updated according to the relevant law, regulation and/or policy changes automatically. UQPAY will not make any notice to you upon any changes or update on the above list of Prohibited Countries.
- 67. By signing up an Account, you are deemed acknowledge that you and/or your operation (if you are a legal entity) are not related to any of the Sanction countries. You further acknowledge that if you are prohibited to proceed with any transactions through UQPAY.com due to the applicable policies, UQPAY shall not be liable for all legal consequences including but not limited to civil, criminal and administrative. You shall solely and exclusively comply with any such policy, regulation and law of the relevant jurisdiction, in connection with your own business or any commercial activity.
- 68. You also acknowledge that in the event there is any such breach, violation or infringement of any policy, regulation or law of any jurisdiction, you shall indemnify, defend and hold harmless UQPAY (including its shareholders, directors, employees, agents, and representatives) absolutely and forever, from and against all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, legal fees and any other expenses whatsoever, whether criminal, civil, or commercial in nature, directly or indirectly, arising from the aforementioned responsibility to comply with all applicable laws.
- 69. In the event that there is any uncertainty or ambiguous to any relevant policy and/or list of Sanction countries and/or legal concerns, you shall obtain legal advice from your legal professionals that are licensed to practice law in the jurisdictions and/or area of law where you may be concerned with.

Force Majeure

- 70. "Force Majeure" means:

- (i) In relation to either Party, any circumstances and conditions render it non-performance or delay in performance under this Terms, including but without limitation to acts of God, flood, fire, storms, droughts, typhoons, earthquakes, and social events such as war (whether declared or not), turmoil, strikes, government actions, policies or laws, and any other circumstances of similar nature which is directly or indirectly beyond the control of the parties under this Terms, unforeseeable and unavoidable; and
- (ii) Any circumstance and conditions directly or indirectly affected, contributed and/or caused by Clause (i) above, including but without limitation to hacking (eg. DDoS attacks), equipment failures, network failures, service failures caused by power outages of cloud service providers, management failures, or damage/loss caused by and not limited to viruses and bugs, and any other circumstances of similar nature.

71. Neither Party shall be deemed to be in breach of this Terms, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations to the extent that such delay or non-performance is due to any Force Majeure, and the time for performance of that obligation shall be suspended and extended accordingly.

Violation of Terms

72. Violations of this Terms may result in a range of actions, including but not limited to criminal charges and/or civil actions such as claim for damages, interim or injunctive relief.

Reporting

73. If you have any questions, feedbacks, reports or complaints about UQPAY.com, please contact us through the contact method and/or contact details as available on UQPAY.com from time to time. As required under applicable law, please note that we may take steps to request any relevant information from you to verify your identity before any reporting or enquiries.

Confidentiality

74. By signing up an Account, you acknowledge that:
- (i) you may have access to Confidential Information belonging to us;
 - (ii) you must keep such information confidential in accordance with this Terms; and
 - (iii) you may only use such information solely for the specific purposes for which it was disclosed by us to you or as expressly permitted by us.
75. You shall ensure the confidentiality of the documents, material, any Confidential Information. You hereby agree that the following obligations to UQPAY:
- (i) shall not disclose any of our Confidential Information to any third party except as required: (i) by law or any authority of competent jurisdiction; (ii) to your attorneys, accountants and other advisors as reasonably necessary; or (iii) for the purposes of defending yourself in relation to actual or threatened proceedings, provided that in respect of (i) and (iii) above, you will give us reasonable notice in advance of such required disclosure, together with such details as we may request (where notice to us is permissible under the applicable law);
 - (ii) to apply the same security measures and degree of care, but no less than reasonable care, to the Confidential Information as you apply with respect to such information of your own that it does not desire to disclose, publish or disseminate, which you warrant as providing adequate protection from unauthorized disclosure, copying or use;
 - (iii) to promptly notify UQPAY of any unauthorized release, disclosure or access to the Confidential Information or any part thereof;
 - (iv) will never disclose Confidential Information to any third party;
 - (v) to prevent Confidential Information from being leaked or stolen;
 - (vi) to take adequate remedial measures and notify UQPAY without delay when a leak or steal occurred or is likely to occur;
 - (vii) shall only reveal the Confidential Information only to your agents, representatives and employees who have a 'need to know' such information in connection with this Terms and

are informed of the confidential nature of such Confidential Information and agree to act in accordance with this Terms. You will remain liable for any disclosure of Confidential Information by your agents, representatives and employees as if you had made such disclosure; and

- (viii) at the request of UQPAY, return or destroy the Confidential Information as required by UQPAY and issue a written statement to UQPAY recording the fact of return or destruction.

- 76. Non-confidentiality of your information and data. You agree that all information and particulars sent or submitted by you through UQPAY.com is non-confidential and non-proprietary unless otherwise expressly indicated. You also undertake not to submit any information and materials which are or may be offensive, illegal or which may not be lawfully disseminated under the applicable law or any other relevant country.
- 77. In the event you are communicate with us (or our appointed third-party service provider) through any designated communication platform available on UQPAY.com, including but not limited to by way of 'Chat Now', 'Customer Service' and any other method or platform that may be available on this website, you are deemed consented to receive communication from us electronically and such communication together with its contents is not confidential.

Compliance with Law and Ethics

- 78. Upon sign up for an Account, you are deemed agree that (and will ensure that any of your personnel will):
 - (i) comply with all applicable law relating to Sanctions, bribery and corruption;
 - (ii) shall have in place an appropriate code of ethics that commits each Party to working in an ethical manner regarding the avoidance of fraud and corrupt practices, combatting slavery and human trafficking, recognising employee rights and protecting the environment;
 - (iii) use all reasonable endeavours to ensure that respective personnel, subcontractors and all others associated with Parties involved in performing services for or on behalf of or otherwise involved with this contractual relationship so comply;
 - (iv) not give or receive any bribes, including in relation to any public official;
 - (v) aforementioned commercial bribery conducted by any personnel of either Party shall be deemed as the Party's act. If a Party violates this regulation, the observant Party may stop all cooperation with the delinquent Party and have the right to terminate your Account, take measures such as pausing delivery and service, freezing all accounts payable against the delinquent Party according to law. If the observant Party suffers from the commercial bribery of the delinquent Party, the delinquent Party shall bear the relevant losses; and/or
 - (vi) provide UQPAY with sufficient reasonable assistance to enable it to perform any actions required by any government or agency in any jurisdiction for the purpose of compliance with any legislation or in connection with any investigation.

Third Party Content and Hyperlink

- 79. UQPAY has not reviewed, and assumes no responsibility for any third-party content, hyperlinks, functionality, security, services, privacy policies, or other practices of those contents or websites. In the event that the terms of service for those contents or websites, including their respective privacy policies, is different from these Terms and/or our Privacy Policy, these Terms and/or our Privacy Policy may also apply to your access and usage of those contents or websites.

80. We reserve the absolute right to object or disable any link or frame to or from UQPAY.com.
81. Third-party content may appear on UQPAY.com or may be accessible via links from UQPAY.com. UQPAY shall not be responsible and hold no liability for any infringement, mistakes, misstatements of law, defamation, libel, slander, omissions, falsehood or profanity in the statements, opinions, representations or any other form of content contained in any third-party content appearing on such third-party content or website. When you leave this website, these Terms shall no longer govern. You are responsible for reviewing the relevant terms and conditions on such third-party websites and complying with them.

Miscellaneous

82. ENTIRE AGREEMENT. Unless stated otherwise, this Terms together with other terms and conditions, policy, agreements (if any and (as amended and annexed from time to time) shall contain the whole agreement between you and UQPAY relating to your usage of and transactions on UQPAY.com and supersede all prior terms, policy, agreements, arrangements and understandings between the parties relating to that subject matter.
83. BINDING EFFECT. This Terms together with other terms and conditions, policy, agreements, if any, shall be binding upon the Parties and its permitted legal assigns and successors in title by operation of law or otherwise.
84. SEVERANCE. Illegality, invalidity or unenforceability of any provision in this Terms under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction and the legality, validity or enforceability of other provisions of this Terms.
85. ASSIGNMENT. You shall not assign any of its rights under your Account without the prior written consent of UQPAY. Your Account shall apply to, and be binding in all respects upon, and inure to the benefit of the permitted legal assigns and successors in title by operation of law or otherwise.
86. THIRD-PARTY RIGHTS. Any third-party to your Account shall not have any right under any legislation to enforce any term under this Terms, but it does not affect any right or remedy of a third party which exists or available apart from any such legislation.
87. REMEDIES. No remedy conferred by any of the provisions under this Term is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedies.
88. WAIVER. Any Party fails to exercise or delay the exercise of any right or remedy hereunder shall not be deemed a waiver of rights or remedies by any Party. No separate or partial exercise of rights or remedies can prevent exercise of further or other rights or remedies, or to prevent other exercise of the rights or remedies.
89. FURTHER ASSURANCE. Parties agree to do everything reasonably necessary at its own expenses to give effect to any usage of or transaction on UQPAY.com and any transactions contemplated by it including but not limited to the execution of documents, and to use all reasonable endeavours to cause relevant third parties to do likewise.
90. NO PARTNERSHIP OR AGENCY. Nothing in this Terms or your Account is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

91. GOVERNING LAW. These Terms shall be governed and construed in accordance with laws of Hong Kong without regard to the principles of conflicts of laws thereof. Parties irrevocably submits to the exclusive jurisdiction of Hong Kong courts over any dispute, controversy or claim (including non-contractual claims) arising under or in connection with this Terms and UQPAY.com.

[end of this Terms of Service]