

Terms & Conditions

Consumer advisory

LT PAYMENTS PTE. LTD. REG. NO 202001902W, registered address 400 ORCHARD ROAD, #05-25 ORCHARD TOWERS, SINGAPORE (238875), the holder of UNITPAY stored value facility (SVF), does not require the approval of the Monetary Authority of Singapore. Users are advised to read the terms and conditions carefully.

This Terms & Conditions based on principles and conditions of Singapore PAYMENT SYSTEMS (OVERSIGHT) ACT and Singapore AML legislation.

1. UNITPAY Services

1.1. Services

You will be provided with an UNITPAY wallet facility, which will give you access payment facility globally.

1.2. Fees

1.2.1. UNITPAY Fees

Detailed fees structure is available when you are processing the payment.

1.3. THIRD party SVF

UNITPAY may use an external Stored Value Service provider to facilitate the transaction. Additional charge may apply which will be updated on our website.

1.4. Account Status:

UNVERIFIED ACCOUNT – after the registration, account receives UNVERIFIED status and has restrictions for balance and transactions. To register UNVERIFIED account user must provide:

- Valid E-mail
- Valid Phone number
- Name
- Last Name

VERIFIED ACCOUNT. For account verification user must provide detailed information about account holder, according UNITPAY AML/KYC PROCEDURES requirements. VERIFIED accounts have no restriction for balance and transactions, except restrictions, mentioned in this Terms and Conditions.

1.5. Account Balance

Once your UNITPAY e-wallet is opened, you will be able to make transfers of money from your own bank account or using other payments methods (Credit/debit card) to your UNITPAY e-wallet. Please note that without the reference number on the subject of your bank transfer, we will be unable to identify the UNITPAY e-wallet to which such money is to be transferred.

UNITPAY will hold your funds in ring fenced (funds allocated for client accounts) separate from its corporate funds, and the company will not use your funds for its operating expenses or for any other corporate purposes.

UNITPAY will not voluntarily make your funds available to its creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts in your balance. UNITPAY may receive interest on amounts that UNITPAY holds on your behalf. You agree to assign your rights to UNITPAY for any interest derived from your funds.

1.6. Eligibility

To be eligible to use the UNITPAY Services, you must be at least 18 years old or higher, based on the age of your jurisdiction, and a citizen and/or resident of one of the countries listed on the UNITPAY Country List page. During registration process you must provide valid mobile phone number and an e-mail.

Please note that American and American Green Card holders are eligible after additional approval by our site and completing FATCA special questionnaire.

You must list your current country of residence in your UNITPAY e-wallet and provide a proof of address. This Agreement applies only to Users who are residents of one of the countries listed on the UNITPAY Country List.

1.7. Information and Record Keeping

In order to open and maintain a UNITPAY e-wallet, you must provide UNITPAY with correct and updated information.

a) Your contact details.

It is your responsibility to keep your email address up to date so that UNITPAY can communicate with you electronically. You understand and agree that if UNITPAY sends you an electronic communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, UNITPAY will be deemed to have provided the communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add UNITPAY to your email address book so that you will be able to receive the communications we send to you.

If your email address becomes invalid such that electronic communications sent to you by UNITPAY are returned, UNITPAY may deem your account to be inactive, and you will not be able to transact any activity using your UNITPAY e-wallet until we receive a valid, active email address from you.

You will be able to update your contact details at any time by logging into the UNITPAY website.

b) Identity Verification.

You authorize UNITPAY, directly or through third parties, to make any enquiries we consider necessary to validate your identity as part of our “Know Your Customer” (KYC) processes. This may include asking you for further information or documentation, requiring you to provide a taxpayer or national identification number or supporting documentation as a proof of your current address, requiring you to take steps to confirm ownership of your email address or financial instruments or verifying your information against third party database or through other sources.

c) Further Details.

You authorize UNITPAY, directly or through third parties, to make any additional enquiries we consider appropriate to exercise Customer Due Diligence (CDD) or Enhanced Due Diligence (EDD), if necessary, or UNITPAY has reasonable doubts about the veracity or adequacy of any information previously obtained.

You authorize UNITPAY to obtain and record information relating to you, including but not limited to the following:

- a) Full name, including any aliases;
- b) Unique identification number (such as an identity card number, birth certificate or passport number, or where you are not a natural person, the incorporation number or business registration number).
- c) Existing residential address, registered or business address (as may be appropriate) and contact telephone number(s);
- d) Date of birth, incorporation or registration (as may be appropriate);
- e) Nationality or place of incorporation or registration (as may be appropriate);
- f) Contact details, including but not limited to, email address(es) and telephone number(s).

Where the customer is a company or a partnership, UNITPAY is authorized to request and record details of the directors of the company and details of the partners, respectively, to understand the ownership and control structure of the customer. Should the user be any other body corporate or unincorporated, UNITPAY is authorized to request and record details of the persons having executive authority in that body corporate or unincorporated.

UNITPAY will retain the above information as follows:

- a) For a period of five years following the termination of business relations with you for customer identification information and other documents relating to the establishment of business relations, including account files;
- b) For a period of five years following the completion of the transaction for records relating to a transaction, including any information needed to explain and reconstruct the transaction.

1.8. Beneficial Owner

You must be the beneficial owner of the UNITPAY e-wallet and conduct business only on behalf of yourself. Please note that a beneficial owner in relation to a UNITPAY e-wallet means the natural person, who ultimately owns or controls a customer or the person on whose behalf a transaction is being conducted.

2. Payments

2.1. Currency

When you make a transaction through the UNITPAY e-wallet you must select the currency you would like to use for each of your transactions SGD, USD, EUR.

2.2. Third party SVF as Payment Method

By using a third party's facility as a payment method, you are providing UNITPAY with continuous authority to automatically charge your UNITPAY e-wallet the relevant funds as a payment method pursuant to this Agreement.

3. Money Withdrawal

You may withdraw funds from your UNITPAY e-wallet by electronically transferring them to your local bank account or at any automated teller machine (ATM) globally, using UNITPAY BRANDED card. Depending on the country of residence or in which your local bank account is opened, the currencies in which you may withdraw your funds to your local bank account may be limited. The applicable fees are shown above in Section 1.2

4. Closing your UNITPAY Account

You may close your UNITPAY Account at any time by following the instructions on your profile. You must withdraw your balance prior to closing your UNITPAY Account. We will require a formal request to close your UNITPAY Account sent to info@unitpay.net and a letter of authorization bearing your name and signature. Your UNITPAY Account will be closed within fifteen working days upon receipt of the requested documents.

You may not evade an investigation by closing your UNITPAY Account. If you close your UNITPAY Account while we are conducting an investigation, we may hold your funds to protect UNITPAY or a third party against the risk of claims, fees, fines, penalties or any other liabilities. You will remain liable for all obligations related to your UNITPAY Account even after the account is closed.

5. Unauthorized Transactions and Errors

5.1. Notification Requirements

You should immediately notify UNITPAY if you believe:

- There has been an unauthorized transaction or unauthorized access to your UNITPAY e-wallet
- There is an error in your UNITPAY e-wallet history or in your transaction confirmation sent to you by email.
- Your password has been compromised.

When you notify us, please provide us with all of the following information:

- a) Your name and email address registered to your UNITPAY e-wallet.

- b) A description of any suspected unauthorized transaction or error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction.
- c) The amount of any suspected unauthorized transaction or error.

5.2. UNITPAY's Actions

Once you notify us of any suspected unauthorized transaction or error, we will do the following:

- We will conduct an internal investigation to determine whether there has been an unauthorized transaction or error that is eligible for protection.
- We will complete our investigation within 10 working days of the date we received your notification of the suspected unauthorized transaction or error. Should any more time be required, you will be notified so immediately.
- We will inform you of the results of our investigation within three working days upon completion of the internal investigation.

Should you have received less than the correct amount to which you are entitled, UNITPAY will credit your UNITPAY e-wallet for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, UNITPAY will debit the extra funds from your UNITPAY e-wallet.

If you erroneously send a payment to the wrong party, or send a payment for the wrong amount (based on a typographical error, for example), your only recourse will be to contact the party to whom you sent the payment and ask them to refund the payment. UNITPAY will not reimburse you or reverse a payment that you have made in error.

6. Restricted Activities

In connection with your use of our website, your UNITPAY e-wallet, the Services, or in the course of your interactions with UNITPAY, other users or third parties, you will not

- Breach this Agreement or any other policy that you have agreed to with UNITPAY;
- Violate any law, statute, ordinance or regulation;
- Infringe UNITPAY's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Act in a manner that is defamatory, threatening or harassing;
- Provide false, inaccurate or misleading information;
- Engage in potentially fraudulent or suspicious activity and/or transactions, including money laundering and financing of terrorism;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Receive or attempt to receive funds from both UNITPAY and the transferor for the same transaction during the course of a dispute;
- Use the Services in a manner that results in or may result in complaints, disputes, fees, fines, penalties and other liability to UNITPAY, other users, third parties or you;
- Use your UNITPAY e-wallet or the Services in a manner that UNITPAY or any other electronic funds transfer network reasonably believes to be an abuse of the payment system or a violation of payment association or network rules;
- Allow your UNITPAY e-wallet to have a negative balance;

- Access the Services by a national or a resident of any of the countries which are not listed on Section 1.6 above.
- Disclose or distribute another UNITPAY's customer information to a third party, or use the information for marketing purposes unless you receive the customer's express consent to do so;
- Facilitate any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- Take any action that may cause us to lose any of the services from our Internet service providers or other suppliers.

7. UNITPAY's Actions

If UNITPAY, in its sole discretion, believes that you may have engaged in any Restricted Activities as in Section 6, we may take various actions to protect UNITPAY and/or its subsidiaries, if any, others users, other third parties or you, from claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- We may close, suspend or limit your access to your UNITPAY e-wallet or the Services;
- We may refuse to provide the Services to you now and in the future;
- We may hold your funds for a period of time reasonably needed to protect against the risk of liability to UNITPAY or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions;
- Report to the competent authorities of transactions suspected of being connected with money laundering or terrorism financing.
- Terminate this Agreement and/or access to the UNITPAY e-wallet for any reason and at any time upon notice and payment to you of any unrestricted funds held in your balance to the bank account provided by you upon notification of termination of this Agreement.

You acknowledge that UNITPAY's decision to take certain actions, including limiting access to your UNITPAY e-wallet or placing holds, may be based on confidential criteria that is essential to our risk management and security policies. You agree that UNITPAY is under no obligation to disclose to you the details of its risk management and security policies.

8. Indemnity

You hereby agree to indemnify and save UNITPAY harmless against all damages, losses, expenses and costs (including legal costs) suffered or incurred by UNITPAY in connection with or arising from:

- your access of this website and/or the use of Services;
- any other party's access of this website and/or use of the online services using your user id and/or password;
- your breach of this Agreement;
- any other party's breach of any of this Agreement where such party was able to access this website and/or use the Services by using your user id and/or password.

9. Copyright and Trademark Notices

Except as otherwise expressly stated herein, the copyright and all other intellectual property in the contents of this website (including, but not limited to, all design, text, sound recordings, images or links) are the property of UNITPAY and/or its subsidiaries, if any. As such, they may not be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked or otherwise used in whole or in part in any manner without the prior written consent of UNITPAY. Save and except with UNITPAY's prior written consent, you may not insert a hyperlink to this website or any part thereof on any other website or "mirror" or frame this website, any part thereof, or any information or materials contained on this website or any other server, website or webpage.

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10. Governing Law and Jurisdiction

By accessing this website and/or using the Services, you agree that such access and/or use, as well as these Agreement, shall be governed by, and construed in accordance with, the laws of Singapore. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SAIC Rules"). The arbitration will be in English.