



TERMS OF SERVICE

1. <https://virtual-pay.io/> is operated by Virtual Pay International Limited. The site offers an all-in-one platform for digitalized payments. ("The Service or Services").
2. The services offered in <https://virtual-pay.io/> are offered by Virtual Pay International Limited. The Services offered on <https://virtual-pay.io/> may be provided by Virtual Pay International Limited and/or other various third-party providers.
3. The use of <https://virtual-pay.io/> is subject to the terms and conditions stipulated here under ("The Terms and Conditions"). The Terms and Conditions constitute an agreement between Virtual Pay International Limited and the user of <https://virtual-pay.io/>.
4. The user is requested to carefully read the Terms and Conditions as they determine his rights and obligations. Using <https://virtual-pay.io/> and clicking the "I agree to the Terms and Conditions" box, constitutes a definite and irrevocable acceptance on the part of the user to all the Terms and Conditions. The user and/or anyone on his behalf shall not have any claim and /or demand, whether direct or indirect, against Virtual Pay International Limited and/or its owners and/or anyone acting on their behalf, except as provided here within.
5. Virtual Pay International Limited reserves the right to change and/or modify, at any time and at its sole discretion, the Terms and Conditions, the scope and availability of the Services at <https://virtual-pay.io/> and any other aspect connected and/or related to <https://virtual-pay.io/>. Each change and/or modification shall take effect from the time of its inclusion in <https://virtual-pay.io/>. The binding Terms and Conditions of each order made by the user shall be the Terms and Conditions appearing on the <https://virtual-pay.io/> site at the time of the order. A user who does not agree with any part of the Terms and Conditions must not use <https://virtual-pay.io/>. The Terms and Conditions refer to both male and female, and the linguistic use of the male gender is for convenience only.

6. Virtual Pay International Limited is the company that manages the business and is the party with which the cardholder enters into a contractual agreement. The following subsidiaries of Virtual Pay International Limited are legally registered and licensed to operate in the provision of online payment solutions: Virtual Pay International Limited (Kenya), Virtual Pay TZ Limited (Tanzania), Virtual Pay International Payment Services L.L.C (Dubai).

Information, Security and Privacy

7. The personal details that the user submits shall be retained by Virtual Pay International Limited for its database. Virtual Pay International Limited shall not transfer this information to any third party, except to its service providers and only for completing the order.

i. Cardholder agrees that "merchant of record" stores card on file for quick deposit,

ii. Or Cardholder agrees that "merchant of record" PCI DSS Level 1 service provider stores card on file for quick deposit.

8. Virtual Pay International Limited dedicates resources and takes measures to prevent others from entering <https://virtual-pay.io/> and infringing upon the privacy of the <https://virtual-pay.io/>. However, it is impossible to totally prevent others from entering the site and obtaining the information contained within, without Virtual Pay International Limited's knowledge and authorization. Therefore, the user hereby declares that he shall not have any claims and/or demands, whatever sort, against Virtual Pay International Limited and/or anyone acting on its behalf arising from such unauthorized use of the information if it shall regrettably occur.

Ownership and Rights

9. <https://virtual-pay.io/>, the trademarks and models contained within are the property of Virtual Pay International Limited and / or of other third parties that advertise in <https://virtual-pay.io/>. The user must not change and / or modify the content and / or the information and / or the data and / or the software and / or the Services and / or anything else contained within <https://virtual-pay.io/>. Furthermore, the user must not

copy and / or reproduce and / or republish and / or distribute and / or sell and / or transfer and / or modify and / or use, in any way or kind, directly and / or indirectly, data and / or information and / or any other element contained and / or is a part of <https://virtual-pay.io/>, (except download, display and / or print one copy of the information presented <https://virtual-pay.io/>, on a single computer, for personal, non-commercial use only).

10. Nothing contained on <https://virtual-pay.io/> should be construed as granting any license and / or any right to use any of the propriety rights displayed on <https://virtual-pay.io/>, nor any waiver of whatever kind, of those rights by their owners.
11. The use of any trademarks and / or other propriety rights, contained in <https://virtual-pay.io/>, on any other Web site and / or in any other environment of networked computers is strictly prohibited. The user must not post and / or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic, or profane material and/or any other material that could constitute and/or encourage conduct that would be considered a criminal offence and / or give rise to civil liability and / or otherwise in violation of any law domestic or foreign.
12. Illegal and / or unauthorized use of <https://virtual-pay.io/> and / or of the information contained in <https://virtual-pay.io/> shall constitute a breach of copyrights and / or trademarks and / or other intellectual properties and a violation of propriety laws. The user hereby declares that he knows that <https://virtual-pay.io/> and all the information and / or data contained within, as well as the form and design of <https://virtual-pay.io/>, are the exclusive property of Virtual Pay International Limited and in the case of third parties' advertisements the property of those other third parties.
13. Virtual Pay International Limited and any third-party advertising on <https://virtual-pay.io/> make no warranty of whatever sort or kind in regard to <https://virtual-pay.io/> and the services and products advertised in <https://virtual-pay.io/>, all of which are provided on an "as is" basis. Virtual Pay International Limited and any third-party providers and / or distributors, do not warrant the accuracy and / or completeness and / or reliability of any of the content and / or information and / or data contained on

<https://virtual-pay.io/>, and expressly disclaim, to the fullest extent permitted by the applicable law, all warranties and conditions, including implied warranties and conditions of merchant ability and / or fitness for a particular purpose, and non-infringement, and those arising by statute and / or otherwise in law and / or from a course of dealing and / or usage of trades. <https://virtual-pay.io/> also includes merchant information over which Virtual Pay International Limited has no supervision and / or control. Virtual Pay International Limited does not verify the authenticity of this information and will not bear any liability for any mistake and / or deceit and / or discrepancy and / or missing information included therein.

Conditions and Liabilities

14. The liability of Virtual Pay International Limited is Limited by their terms of contract as well as by international conventions and local laws.
15. Virtual Pay International Limited and / or any of the managers of <https://virtual-pay.io/> and / or the operators of <https://virtual-pay.io/> and / or anyone acting on their behalf do not warrant that the site is free from viruses and / or other malicious components that may damage the user's computer and / or other equipment and therefore shall not be responsible, under any circumstances, and / or liable for any damages, of whatever sort or kind, caused by such viruses and / or other components.
16. In no event, shall Virtual Pay International and / or any third party provider and / or distributor be liable for any injury and / or loss and / or claim and / or damage and / or any special and / or exemplary and / or punitive and / or indirect and / or incidental and / or consequential damage of any kind (including but not limited to lost profits and / or lost savings and / or revenues), whether based in contract, tort, strict liability, or otherwise, which arises out, or in any way connected with, any use of <https://virtual-pay.io/> and / or any failure and / or delay (including but not limited to the use, or inability of use, of any component of <https://virtual-pay.io/>), the performance and / or non-performance by Virtual Pay International Limited and / or any third party

provider and / or distributor, even if Virtual Pay International Limited and / or any such third party has been advised of the possibility of such damages.

17. The user shall compensate and indemnify Virtual Pay International Limited and / or anyone acting on its behalf and / or any third party provider and their officers, directors, employees, and agents, from and against any claims and / or demands including for all the expenditures and / or damages and / or legal costs that Virtual Pay International Limited may be liable to due to the usage of <https://virtual-pay.io/> by the user.

Change, Modifications and Cessation of the Site and Offered Services

18. Virtual Pay International Limited may cease at any time the activity of <https://virtual-pay.io/> and / or cancel the services offered in it, including but not limited to all or some of the links contained in <https://virtual-pay.io/> to other sites.
19. Virtual Pay International Limited may change and modify, from time to time, the site's structure and / or outlook and / or terms and conditions of use and / or the scope and availability of its offered services and / or any other element connected to the site, its operation and the services, at its sole discretion and without prior notice.
20. All pictures and images displayed on <https://virtual-pay.io/> are for demonstration purposes only and do not, in any of form, constitute any obligation of whatever sort on Virtual Pay International Limited's part.
21. Information displayed on <https://virtual-pay.io/> that is given to Virtual Pay International Limited by third parties is under the sole responsibility of those parties, and Virtual Pay International Limited shall not be responsible and / or liable to any mistakes and / or misrepresentation, of whatever sort regarding such information.

Use of <https://virtual-pay.io/>

22. The user may use <https://virtual-pay.io/> to make legitimate services and must not use <https://virtual-pay.io/> for any other purposes, including without limitation, to make any speculative, false, or fraudulent order and / or any order in anticipation of demand.

23. If the user represents that he is of a sufficient legal age to use <https://virtual-pay.io/> and to create binding legal obligations for any liability that he may incur as a result of the use of <https://virtual-pay.io/>, he shall be financially responsible for all uses of <https://virtual-pay.io/> by the user and those using his login information.
24. Entering false details, including invalid credit card details and / or details of credit cards that the user has no right to use, is a criminal offense. Legal action can be taken against anyone entering false information, including civil suits for damages, which Virtual Pay International Limited and / or any third-party providers might incur due to, or regarding, the entering of false information.

Entire Agreement, Additional Terms and Severability

25. These Terms and Conditions, together with those incorporated herein or referred to herein, constitute the entire Agreement between Virtual Pay International Limited and the user, relating to the subject matter hereof, and supersedes any prior understandings and/or agreements (whether oral and/or written) regarding the subject matter, and may not be amended and/or modified except in writing or by making such amendments or modifications available on <https://virtual-pay.io/>.
26. The Terms and Conditions shall be deemed severable. If any provision shall be determined to be unenforceable and/or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by the applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Jurisdiction and Choice of Law

27. The law of the UK only, shall govern this Agreement and the services sought from <https://virtual-pay.io/>. The Courts of London, UK shall have the exclusive jurisdiction in any dispute and/or complaint and/or the claim regarding the use of <https://virtual-pay.io/> and services sought from it.

Terms & Conditions

28. The credit card that made payment must be presented when the service is consumed and/or at the check-in (or prior to consumption of the service), together with valid identification documents. In all cases, if the cardholder is not the service consumer, Virtual Pay International Limited or the service provider will request additional verification information.