

Terms & Conditions for using Easypay service (this “Agreement”)



The Easy Pay Limited (“Easypay”) is a third-party payment processor providing payment processing service(s) (the “Service”).

1. **Use of the Service.** Please read these terms and conditions before using the Service. By using the Service, you agree to be bound by the terms and conditions set forth herein. If you do not agree to all of the terms and conditions of this Agreement, you may not use the Service. Easypay reserves the right to amend this Agreement at its sole discretion without prior notice. Any such amendments shall be effective immediately upon posting of the amended Agreement. Your continued use of the Service following such amendment constitutes your acceptance of the amended Agreement. Easypay has no obligation to notify users of the posting of an amended Agreement.
2. **The Service.** By submitting payment data through the Service, you authorize Easypay to process your payments in accordance with your instructions. You are solely responsible for any legal, regulatory, or banking penalties and fees that may be assessed for providing false or inaccurate information to Easypay for use with the Service. By accepting these terms and conditions, you represent and warrant to Easypay that:
 - i. you are eligible for using the payment account you provided;
 - ii. you are using your actual identity and any information provided by you is accurate and complete;
 - iii. you are legally authorized to make payments using the payment account provided by you; and
 - iv. your use of the Service will not violate any local, state, national, or international laws or regulations.
3. **Authorization.** By providing Easypay with a payment authorization under the Service, you authorize Easypay to charge the payment account to complete the payment on your behalf.
4. **Our Responsibilities.** Easypay will use all reasonable efforts to process all payment authorizations promptly and properly, provided that the authorizations are properly received by Easypay. Easypay shall not be responsible for any failure to process a payment authorization that is not actually and completely received by Easypay for any reason, including, but not limited to:

- i. User error
- ii. Equipment malfunction
- iii. Technical issues
- iv. Natural disasters
- v. Impediments
- vi. Inaccurate or incomplete information
- vii. Any other irresistible factors

If Easypay does not process a payment made by you in the correct amount, Easypay shall be liable for your losses, but in no event shall Easypay's liability exceed the amount of the payment authorization. Easypay shall not be responsible and shall not be liable for any of your losses if it is unable to complete a payment authorization initiated by you because of the existence of any one or more of the following circumstances:

- i. The payment account does not contain sufficient funds to complete the payment, or the payment would exceed the credit limit applicable to the payment account.
- ii. You have not provided Easypay with correct information.
- iii. Circumstances beyond Easypay's control (including, but not limited to natural disasters, internet service interruptions, malicious attacks, accidents, or any other interference from an outside force) prevent the proper transmission of your payment authorization.
- iv. Easypay fails to receive a full and complete payment authorization.
- v. You have made any false or materially misleading statement or representation in connection with any payment authorization.
- vi. The bank or financial institution maintaining the payment account refuses or is unable to honor a payment request from Easypay.
- vii. You have violated any term and condition of this Agreement.

In the event that Easypay is unable to complete a payment authorization due to any of the aforementioned circumstances, Easypay will notify you of the reason for the failure and will not be liable for any losses incurred by you as a result.

5. **Limitations.** By using the Service, you are requesting Easypay to make payments on your behalf from your designated payment account. There may be certain limitations or restrictions on the number or frequency of payments that can be made from your payment account. These limitations or restrictions may be imposed by applicable law or by your agreement with the bank or financial institution maintaining the payment account. Easypay's obligations under the Service are subject to any such limitations or restrictions. Easypay has no duty to notify you of any such limits or restrictions. In the event that your bank or financial institution is unable to process a payment the payment may not be completed. If you have any questions about the limitations or restrictions that may apply to your payment account, you should contact your bank or financial institution directly.

6. **Charges.** As a customer of the Service, you will NOT be charged by Easypay for payment authorizations that you choose to send electronically.
7. **Disclaimer of Warranties.** Easypay is providing the Service “As Is” without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Easypay does not warrant that the Service is error-free, or that use of the Service will be available or uninterrupted.
8. **Limitation of Liability.** In no event shall Easypay or any of its representatives or affiliates be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to, any loss of business or profit, arising out of any use, or inability to use, errors, or omission of the service, whether incurred by you or any third party, even if Easypay or any of its representatives or affiliates have been advised or may otherwise know of the possibility of such damages.
9. **Assignment.** You may not assign this Agreement to any other party. Easypay may assign this Agreement to any directly or indirectly affiliated company. Easypay may also assign or delegate certain or its rights and responsibilities under this Agreement to independent contractors or other third parties.
10. **General.** This Agreement is governed and shall be construed in accordance with the laws of Hong Kong. This Agreement constitutes the entire agreement between Easypay and you relating to the Service. It supersedes any prior agreement or understandings between Easypay and you relating to the subject matter hereof. Failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

By using the Service, you acknowledge and agree that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.