

# ASIA TRANSPAY TERMS OF USE

PLEASE MAKE SURE YOU HAVE READ THESE TERMS OF USE CAREFULLY AND UNDERSTOOD EVERYTHING. SHOULD YOU FAIL TO UNDERSTOOD ANY OR ALL PROVISIONS DESCRIBED HEREIN, PLEASE CONTACT US.

## DEFINITIONS

**“You”, “Your”, “Yours”** refers to any user of the Asia TransPay Site, Asia TransPay Platform or Asia TransPay Services.

**“We”, “Our” and “Us”** refers to Asia TransPay.

**“Asia TransPay”** means Asia TransPay (HK) Limited, a legal entity registered in Hong Kong with registration number 2676084 whose registered office is at Unit 2 22/F, Richmond Comm Bldg, 109 Argyle Street, Mangkok, KL, Hong Kong.

**“Asia TransPay parties”** refers to Asia TransPay, its affiliates, subsidiaries and its respective directors, employees, agents and shareholders.

**“Asia TransPay Platform”** means internet-based software, API and other technologies allowing to obtain Asia TransPay Services.

**“The Site”** refers to the Asia TransPay Site <https://atpay.hk> including all its contents.

**“Client”** means an individual who purchases goods or services from You.

## INFORMATION ON THE SERVICE PROVIDER

Asia TransPay (HK) Limited is a legal entity registered in Hong Kong with registration number 2676084 whose registered office is at Unit 2 22/F, Richmond Comm Bldg, 109 Argyle Street, Mangkok, KL, Hong Kong.

YOU AGREE TO THESE TERMS OF USE BY REGISTERING, ACCESSING, OR USING THIS SITE, ASIA TRANSPAY PLATFORM OR ASIA TRANSPAY SERVICES. IF YOU DO NOT AGREE, YOU SHOULD STOP ACCESSING THE SITE OR OBTAIN SERVICES IMMEDIATELY AND REFRAIN FROM FURTHER ACCESS AND USE THEM.

## OUR SERVICES

We provide you with software and a service:

- money remittance and foreign exchange services,
- to process your online credit and debit card payments,
- to obtain and send payments through alternative payment methods,
- to fight fraud with help of our anti-fraud solution (the “Asia TransPay Services”).

Reporting tools and fraud protection of your transactions are an inseparable part of Asia TransPay Services. We will provide you with application programming interfaces, SDKs and other technologies (the “APIs”) to enable you to access and implement the Asia TransPay Services.

ASIA TRANSPAY IS AN AUTHORISED OPERATING MONEY SERVICE, NOT A BANK, THEREFORE, FUNDS ON THE CLIENT’S PAYMENT ACCOUNT SHALL NOT BE DEEMED TO BE A DEPOSIT. FUNDS ON THE CLIENT’S PAYMENT ACCOUNT MAY BE USED ONLY FOR THE EXECUTION OF PAYMENT TRANSACTIONS.

## USE OF THE SITE

The Asia TransPay Platform, the Site and all its contents and functions that are available to you are provided “as is” and “as available” for your personal use and information only. Subject to your acceptance of and compliance with these Terms of Use, we provide you

with personal, non-commercial, revocable, on the previously agreed territories, non-exclusive, non-sublicensable and non-assignable right to use the Asia TransPay Platform, the Site and its contents only for your personal purposes and always in full accordance with the Terms of Use and the applicable laws.

You consent that:

- You are not allowed to use, allow to use or assist other persons to use Asia TransPay Platform, the Site or any of its contents for any purpose other than obtaining of Asia TransPay Services unless we give you prior written consent.
- Misuse of the Asia TransPay Platform, the Site and its content which are contradictory to the Asia TransPay Terms of Use and/or applicable laws will be regarded as a violation of these Terms of Use.
- You will not use, copy, modify, adapt, distribute, transmit, translate, display or otherwise exploit the Asia TransPay Platform and the Site without the prior written consent of Asia TransPay.
- You shall not remove, obscure, or alter any copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Asia TransPay Platform and the Site.

Asia TransPay reserves all rights not expressly granted in and to the Site and Asia TransPay Platform.

## **INFORMATION ON THE SITE**

The information provided on this site is for informational purposes only and does not create a business or professional services relationship between you and Asia TransPay. Links on the Asia TransPay site may lead to services or sites not operated by Asia TransPay. No judgment or warranty is made with respect to such other services or sites and Asia TransPay takes no responsibility for such other sites or services.

You understand and agree that your access to and use of the Site and its contents are entirely at your sole discretion and at your own risk and that you will be solely responsible for any losses and damages that may result from such access and use.

## **LINKS TO THE SITE**

You may create links to this Site from other websites inasmuch as it is clear that we do not endorse you or your activity, business, products or services and that you and we are not affiliated in any way.

We reserve the right to withdraw linking permission without any prior notice.

## **PRIVACY POLICY AND COOKIE POLICY**

Use of the Site and Asia TransPay Platform is also regulated by our Privacy Policy, the provisions of which are adopted herein by reference so when we refer to these Terms of Use, we also refer to the Privacy Policy. Be assured we respect your privacy and your personal data will be protected as well as your Clients' information and data.

## **DATA PROTECTION**

We warrant and represent that Asia TransPay has implemented the technical and organisational security measures and technological development to ensure an appropriate level of security of your data. We will notify you of any personal data breaches (including

any unauthorized or accidental access) without undue delay after becoming aware of a personal data breach.

You shall ensure the security of data you transfer to Asia TransPay. We immediately inform you if, in our opinion, you infringe GDPR protection provisions. You assume full liability for failures to meet the GDPR in cases when it envisaged by these Terms of Use or GDPR.

For more detail please read our Privacy Policy.

## **INTELLECTUAL PROPERTY RIGHTS**

By “Intellectual property rights” we mean any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, whether or not registered or capable of registration, and whether subsisting in any specific country (-ies) or any other part of the world, and any and all other proprietary rights as may be updated and expanded periodically.

You hereby acknowledge and agree that all information, content and material contained on the Site, Asia TransPay Platform and API's are exclusively the ownership of Asia TransPay, our affiliates, partners, suppliers or licensors who are protected by intellectual property laws and/or international treaty provisions.

You acknowledge that, under no circumstances, will you acquire any title or interest to any part of the Asia TransPay Platform, Site or its contents. You may not reproduce, store, share, distribute or use any of the information, content and material contained on the Site or Asia TransPay Platform, either in whole or in part, without our and the respective owner's prior written consent.

You acknowledge that we own or are licensed to use all rights, titles and interests in and to the Asia TransPay Platform, Site and contents including, without limitation, all intellectual property rights therein and thereto.

## **TRADEMARKS**

The name and logos of Asia TransPay are trademarks of Asia TransPay and our affiliates and subsidiaries. Other marks, graphics, icons, names and logos used or displayed on or through the Asia TransPay Site or/and the Asia TransPay Platform, and the described or offered products or services are trademarks, trade dress and/or service marks of Asia TransPay and our affiliates and subsidiaries or otherwise are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Asia TransPay.

You must not copy or use any of the abovementioned trademarks, trade dress and/or service marks, in whole or in part, without our and the respective owner's prior written consent.

You must not use any meta-tags or any other “hidden text” utilizing any of the abovementioned trademarks, trade dress and/or service marks without the prior written permission of Asia TransPay or the respective owner.

## **DISCLAIMER**

THE ASIA TRANSPAY PLATFORM, SITE AND ITS CONTENTS AVAILABLE TO YOU ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, ASIA TRANSPAY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHICH MIGHT APPLY TO THE ASIA TRANSPAY PLATFORM, SITE AND ITS CONTENTS, INCLUDING, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ANY WARRANTIES AS TO THE ACCURACY, RELIABILITY OR QUALITY OF ANY CONTENT OR INFORMATION CONTAINED WITHIN THE ASIA TRANSPAY PLATFORM, SITE AND ITS CONTENTS. WE DO NOT GUARANTEE THAT THE SITE AND/OR AND THE ASIA TRANSPAY PLATFORM WILL BE UNDISTURBED OR ERROR-FREE. WE DO NOT GUARANTEE THAT THE SITE AND/OR AND THE ASIA TRANSPAY PLATFORM WILL BE MAINTAINED AND KEPT UP-TO-DATE ON A REGULAR BASIS, OR THAT ALL ITS PRODUCTS AND SERVICES WILL BE AVAILABLE ANYWHERE, ANY TIME AND TO ALL USERS. THE ASIA TRANSPAY PARTIES ALSO DISCLAIM ANY WARRANTIES AND LIABILITY REGARDING THE ACCURACY, COMPLETENESS, SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE ASIA TRANSPAY PLATFORM, SITE AND CONTENTS. SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR DISCLAIMER OF CERTAIN TERMS OR WARRANTIES, SO THE ABOVE EXCLUSIONS IN WHOLE OR IN PART MAY NOT BE APPLIED FULLY IN YOUR COUNTRY OR JURISDICTION. IF THE ABOVE EXCLUSIONS ARE NOT FULLY ENFORCEABLE UNDER APPLICABLE LAW, THEY WILL APPLY TO YOU TO THE EXTENT THEY ARE ENFORCEABLE. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY AND JURISDICTION TO JURISDICTION.

### **THIRD PARTY SERVICES**

Third parties also provide the Client with their services through Asia TransPay Platform. Asia TransPay does not bear any liability for the services of third parties. Asia TransPay does not act as a broker or intermediary for any services provided by third parties; it merely provides third parties with an opportunity to provide their services via the electronic platform developed and managed by Asia TransPay. Third Party Services may be governed by their own terms and conditions / terms of use which the Client accepts in connection with the subscription of the respective service. Some Third Party Services entail the Client entering into a direct agreement with the third party, in which case the Client's rights and obligations in respect of the Third Party Service are solely specified in such agreements.

Under no circumstances, will Asia TransPay be liable to the Client or anyone else for any decision made or action taken in reliance on the information from the Third Party Services.

### **SUSPENSION OF SERVICES**

We may without prior notice temporarily suspend or terminate our services in the event:

- your activity or your user's activity is likely to harm the operation of the Asia TransPay Platform or the Site;
- you do not pay to us or pay with a delay for providing Asia TransPay Services;
- you violate your obligations or warranties under these Terms of Use;
- you stop use Asia TransPay Services.

### **INDEMNIFICATION**

You agree to defend, indemnify and hold Asia TransPay harmless from any claim, demand, action, or lawsuit in any way related to your use of services, your violation of any law or the rights of a third party, breach of this Terms of use.

### **LIMITATION OF LIABILITY**

In no event shall Asia TransPay be liable for any indirect, incidental, consequential, special, exemplary, punitive, or other damages whatsoever (including those resulting from lost profits, lost data, or business interruption) arising out of or relating in any way to the Services, or any related content or information (including as contained within the Site), whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages. Your sole remedy is to stop using the Services. In no event, shall the maximum cumulative liability of Asia TransPay to you arising from or in any way relating to your account and use of the Service exceed the greater of: (a) one hundred dollars (\$100); or (b) the fees paid to us for our services in the last six (6) months. While Asia TransPay takes steps to check that the Asia TransPay Site is free from viruses and other malicious content, Asia TransPay does not assume any responsibility, nor shall Asia TransPay be liable for any damage to, or viruses that may infect, computers or mobile devices or other property on account of access to or use of the Services. Asia TransPay does not warrant that any content will be free of viruses. You are responsible for implementing procedures sufficient to satisfy your needs for data backup and security. You assume and are solely responsible for all risk in any way related to your use of the Services. You will not use the Site, API and/or Asia TransPay Platform to introduce trojans, viruses, worms, logic bombs or any other material that may harm the Site or its technology. You must not use unauthorized access to the Site or Asia TransPay Platform or to the server where the Site is stored or any other server, database or computer connected to the Site and/or Asia TransPay Platform. You must not implement any attacks on the Site or Asia TransPay Platform using denial-of-service attack or a distributed denial-of service attack.

## **LANGUAGE OF COMMUNICATION**

Communication between Asia TransPay and the Client shall be conducted in English, unless the Parties agree on any additional languages for communication. Asia TransPay may provide support to its clients in various other languages.

## **AMENDMENT OF THE TERMS OF USE**

Any amendments made to the terms applicable to the Services can be made at any time by the means of publishing a revised edition on the Site. You will be notified of any substantial changes. The revised version will be in effect immediately and be noted by updated date to the end of these Terms of Use. You are entitled to terminate the agreement with Asia TransPay if you do not agree on any changes. By continuing using Asia TransPay Services, you accept the changes.

## **GOVERNING LAW AND DISPUTES**

The construction, validity and performance of these Terms of Use and any claim or dispute arising out of them shall be governed in all respects by the laws of Hong Kong. The competent courts in Hong Kong shall have exclusive jurisdiction in any legal matter arising from or related to the Site and these Terms of Use. However, this shall not prevent us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

## **MISCELLANEOUS PROVISIONS**

**NO WAIVER.** Failure or delay by us to exercise any right, power or remedy under these Terms of Use or to require or enforce strict performance by you of any provision of these Terms of Use, the Privacy Policy and any supplemental or incorporated documents or policies shall not be regarded as a waiver or relinquishment of any such right, power or remedy.

**SEVERABILITY.** All the provisions of these Terms of Use Agreement are distinct and severable. If any court or other authority of competent jurisdiction finds any provision or part of any provision of these Terms of Use, to be invalid, unenforceable or illegal, this shall not impair the operation of these Terms of Use or affect the other provisions, which are valid.

**FORCE MAJEURE.** Neither party will be liable under these Terms of Use for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform.

**ASSIGNMENT.** You may not novate, assign, transfer or sub-contract any rights or obligations under these Terms of Use, or any part thereof, without our prior written permission.

## **CONTACT DETAILS**

If you have any further questions, please feel free to contact us - [info@atpay.hk](mailto:info@atpay.hk).

*Terms of Use last updated on 28 January 2021.*