

Uniqapay - Terms of Service

1. Scope of This Agreement

Before using our services, please carefully review this Agreement, along with any referenced documents. This Agreement explains:

- Who we are
- How we provide our services
- How this Agreement may change or be terminated
- What to do in case of issues
- Other key terms and conditions

By accessing or using our services, you confirm that you accept and agree to abide by this Agreement. If you do not agree, you must discontinue using our services.

We recommend printing a copy for your records. The most up-to-date version is always available on our website.

This Agreement includes the following additional documents, which also apply to your use of our services:

- a. Privacy Policy: Explains how we collect, use, disclose, and process your personal data. By using our services, you consent to these practices and confirm that all data you provide is accurate.
- b. Frequently Asked Questions (FAQ): Provides answers to common inquiries about our services.

2. Uniqapay App

The Uniqapay App is licensed for your use under this Agreement and is subject to the rules set by the App Store and Google Play ("Appstore Rules"). We do not sell the App; ownership remains with us at all times.

Updates may be issued from time to time. Depending on the nature of an update, you may be required to install the latest version to continue using the services.

By agreeing to this Agreement, we grant you a non-transferable, non-exclusive license to use the App on your device, subject to this Agreement and the Appstore Rules. All other rights remain reserved.

3. About Uniqapay

Uniqapay Malaysia Sdn. Bhd. is a company incorporated under Malaysian law (Company No. **201001017076**) and operates as a licensed remittance business.

- Registered Office: Level 37-02, Menara Affin @ TRX, Lingkaran TRX, Tun Razak Exchange, 55188 Kuala Lumpur.
- Operational Address: Level 37-02, Menara Affin @ TRX, Lingkaran TRX, Tun Razak Exchange, 55188 Kuala Lumpur.

4. Eligibility

- a. Individuals: You must be 18 years or older to use our services. Proof of age may be requested at any time.
- b. Businesses: If acting on behalf of a company or corporation, you confirm that you have the authority to bind the entity to this Agreement.
- c. Jurisdiction: You may only open a Uniqapay Account if it is legally permissible in your country of residence. It is your responsibility to ensure compliance with local laws.

5. Opening an Uniqapay Account

a. Getting Started

To access our services, you must create a Uniqapay Account by providing accurate personal details and agreeing to this Agreement.

- i. All information provided must be complete, accurate, and truthful. Any updates to your details must be promptly recorded.
- ii. We reserve the right to reject or terminate accounts at our discretion.
- iii. You may only use your Uniqapay Account for personal transactions and not on behalf of others.
- iv. Duplicate accounts are not permitted unless explicitly approved by Uniqapay. Unauthorized duplicate accounts may be merged or closed without notice.

b. Account Management & Transactions

- i. We reserve the right to decline transactions at our discretion, especially if they exceed regulatory or risk limits.
- ii. Transactions may be refused or refunded to ensure compliance with legal requirements.

6. Verification

To comply with legal requirements, we conduct security and customer due diligence checks.

- a. You may be required to provide additional identification documents before processing transactions.
- b. We may verify your details through third-party databases or credit reports.
- c. By using our services, you authorize us to obtain and review your credit history as needed.

7. Managing Your Account

- a. You must ensure your account details remain accurate and up to date.
- b. We will communicate with you via email or other registered contact methods. Failure to monitor communications may result in missed updates.

8. Keeping Your Account Secure

- a. Keep your password and customer reference number confidential.
- b. We will never ask for your password. Report any suspicious requests immediately.
- c. If you suspect unauthorized access, reset your password and notify us immediately.
- d. We may suspend or restrict your account if we detect security threats or fraudulent activity.

9. Your Transactions

Submitting Remittance Instructions

- a. All remittance instructions must be submitted via FPX online payment.
- b. Daily and monthly transaction limits apply:
 - i. Malaysian and Expatriate: : Up to MYR 30,000 per day
 - ii. Blue Collar (Migrant) workers: Up to MYR 5,000 per month
 - iii. Limits may change as per updates on our website.

Processing & Completion

- a. Transactions are processed only after receipt of full payment and fees.
- b. Verification checks may delay processing.
- c. Estimated completion times are notified during the transaction and detailed in the FAQ section of our website.

Cancellations & Errors

- a. Remittance instructions cannot be canceled once the funds have been converted.
- b. If you provide incorrect recipient details, we will attempt to recover the funds but may charge a fee for this service.

10. Exchange Rates & Currency Conversion

- a. Exchange Rate Disclosure
 - i. The exchange rate is provided at the time of the transaction.
 - ii. Rates are sourced from a reference provider and may be subject to change.
- b. Guaranteed Exchange Rates
 - i. Some transactions may qualify for a guaranteed rate period:
 - ii. If funds are received within this period, the rate remains unchanged.
 - iii. If received after the period, the transaction will be processed at the prevailing rate or canceled.
- c. Auto Conversion Orders
 - i. Customers may set auto conversion orders at preferred exchange rates.

- ii. Execution is subject to market availability and system limitations.

11. Fees

- a. Fees are disclosed before transaction confirmation.
- b. Additional charges may apply during market volatility.

12. Intellectual Property Rights

When you use our Services, you can access and use the Uniq Pay Materials, but only for your own personal use and only as needed to use the Services.

"Uniq Pay Materials" means any software (including developer tools, sample code, and code libraries), data, content, and documentation (both printed and electronic, such as specifications and integration guides) that we or our affiliates create and provide to you for download from our Website or through our Services.

You are strictly prohibited from doing any of the following, either directly or indirectly:

- a. ****Transferring Rights:**** You cannot transfer, sublicense, loan, sell, give away, assign, lease, rent, distribute, or grant any rights to the Service or the Uniq Pay Materials to anyone else. This includes sharing your access credentials.
- b. ****Removing Notices:**** You must not remove, hide, or change any of our trademarks or other intellectual property notices that appear within the Services or on any Uniq Pay Materials.
- c. ****Modifying Software:**** You cannot modify, copy, tamper with, or create any derivative works based on any software included in the Uniq Pay Materials. This protects our original work.
- d. ****Reverse Engineering:**** You cannot reverse engineer, disassemble, or decompile the Uniq Pay Materials or the Services. You cannot use any other method to try to obtain the source code of any software included in the Uniq Pay Materials or as part of the Services. This prevents unauthorized copying of our technology.

13. Our Responsibility and Liability

- a. **Our Commitments:** If we fail to meet our obligations to you as described in this Agreement, we will be responsible for any loss or damage you suffer as a direct result. However, we are not responsible for losses or damages that were not reasonably foreseeable when you agreed to these terms.
- b. **Limits on Liability:** We do not exclude or limit our liability to you where it would be illegal to do so. For example, we are fully liable for fraudulent misrepresentation.
- c. **Personal Use Only:** We provide our Services to you for your personal and private use. If you use our Services for any commercial or business purpose, we will not be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- d. **Technology Risks:** We will not be liable for any loss or damage caused by a virus, other technological attacks, or harmful material that may infect your computer equipment, software, data, or other property as a result of your use of our Services. It is your responsibility to protect your own systems.
- e. **Third-Party Websites:** We have no control over websites that may be linked to or from our Website. Therefore, we are not responsible for their content or any loss or damage that may occur from your use of those websites. Use them at your own risk.

- f. **Unauthorized Payments and Errors:** If there is an unauthorized payment or a mistake due to our error, we will, upon your request, promptly refund the payment amount, including any fees we deducted. However, this does not apply in the following situations:
- i. **Our Security Responsibility:** If the unauthorized payment resulted from your failure to keep your Uniqapay Account's personalized security features safe (as explained in this Agreement), you will be responsible for the first GBP 50 of the loss unless the exception below applies.
 - ii. **Delayed Notification:** If you do not notify us immediately about any security issues on your Uniqapay Account (like a lost password), you will be responsible for losses incurred until you notify us.
 - iii. **Intentional Misconduct:** If the transaction was unauthorized, but you intentionally or with gross negligence compromised the security of your Uniqapay Account, you will be solely responsible for all losses.
 - iv. **Time Limit:** If you do not inform us of the unauthorized or incorrectly completed transaction within three (3) months from the date of the payment instruction, you may lose your right to a refund.
 - v. **Exception:** The above (a) does not apply to payment instructions made *after* you have notified us of a security issue. In that case, we will remain liable and promptly refund any unauthorized transaction.
 - vi. **Account Monitoring:** It is your responsibility to regularly check your Uniqapay Account transaction history and contact our Customer Support immediately if you have any questions or concerns.
 - vii. **Payment Tracing:** In the event of an incorrect or misdirected payment, we will make reasonable efforts to assist you in tracing and recovering those payments.
 - viii. **Events Beyond Our Control:** We (and our affiliates) will not be liable if we are unable to provide the Services or are delayed in doing so due to events outside our reasonable control (e.g., natural disasters, widespread internet outages, etc.).

14. User's Liability:

You are responsible for any breach of this Agreement or any applicable laws. You agree to defend, compensate, and hold us and our affiliates harmless from any losses, claims, costs, or expenses (including reasonable legal fees) that arise from:

- a. Your breach of this Agreement, any applicable law, or regulation.
- b. Your use, or any authorized third party's use, of our Services.
- c. This responsibility will continue even after our relationship ends.

15. Accessing Our Services

- a. **Availability:** We will try our best to ensure that our Services are available when you need them. However, we cannot guarantee that our Services will always be available or uninterrupted.
- b. **Service Changes:** We may suspend, withdraw, discontinue, or change all or any part of our Service without prior notice.
- c. **No Liability for Unavailability:** We will not be liable to you if our Services are unavailable at any time or for any period.
- d. **User Responsibility:** You are responsible for making all necessary arrangements to access our Services, including having a working internet connection and compatible devices.

16. Information Security

- a. User Security Practices: You are responsible for configuring your technology, computer programs, and platforms to access our Services. You should use your own up-to-date virus protection software.
- b. No Guarantee of Security: While we take security seriously, we cannot guarantee that our Services will be completely free from bugs or viruses.
- c. Prohibited Actions: You must not misuse our Services by introducing viruses, Trojan horses, worms, logic bombs, or other malicious or technologically harmful material.
- d. Unauthorized Access:: You must not attempt to gain unauthorized access to our Website, our servers, computers, or databases.
- e. Denial-of-Service Attacks: You must not attack our Website with any type of denial-of-service attack or similar action.
- f. Consequences of Breach: Breaching these provisions may constitute a criminal offense. We will report any such breaches to the relevant law enforcement authorities and will cooperate with them by disclosing your identity. In the event of such a breach, your right to use our Services will be terminated immediately.

17. Termination and Suspension

- a. Termination by Us: We may terminate your Uniq Pay Account or any related service at any time without giving you prior notice or reason.
- b. Termination by You:: You can terminate your Uniq Pay Account with us at any time by contacting us.
- c. Suspension or Termination by Us Without Notice: We may suspend or terminate your Uniq Pay Account without notice if:
 - i. You breach any provision of this Agreement or any documents referred to in this Agreement.
 - ii. We have reason to believe that you are violating any applicable law or regulation.
 - iii. We are requested or directed to do so by a court of law, government authority, public agency, or law enforcement agency.
 - iv. We have reason to believe that you are involved in any fraudulent activity, money laundering, terrorism financing, or other criminal or illegal activity.
- d. Suspension by Us With Notice (When Possible):** We may suspend your Uniq Pay Account at any time if:
 - i. We believe that your Uniq Pay Account has been compromised or for other security reasons.
 - ii. We suspect that your Uniq Pay Account has been used or is being used without your authorization or fraudulently.
 - iii. We will notify you as soon as we can if we need to suspend your Uniq Pay Account, unless doing so would be unlawful or compromise our reasonable security interests.
- e. Consequences of Termination:** Upon termination for any reason, all rights granted to you in connection with the App or Services will cease, and you must immediately delete or remove the App from your devices.

18, Changes to This Agreement

- a. General Changes: We may change this Agreement by giving you at least two (2) months' prior written notice.
- b. Your Option: If we make changes, you can terminate this Agreement immediately by providing written notice to us within the notice period.

- c. Acceptance of Changes: If you do not notify us during the notice period, you will be considered to have accepted the proposed changes, and they will apply to you from the date two (2) months after you received the notice.
- d. Immediate Changes: The following types of changes to this Agreement will take effect immediately:
 - i. Changes that are more favorable to you.
 - ii. Changes required by law.
 - iii. Changes related to the addition of a new service or extra functionality to the existing Service.
 - iv. Any other change that does not reduce your rights or increase your responsibilities.
- e. Exchange Rate Changes:** Changes to exchange rates will take effect immediately without notice, and you will not have the right to object to these changes.

18. Communication

- a. Primary Communication Method:: We will usually contact you by email.
- b. Your Responsibility: You must ensure that you always have at least one valid email address in your Uniqapay Account profile. You should check your inbox regularly and frequently, as our emails may contain links to further communication on our Website.
- c. Consequences of Not Checking: If you do not maintain or check your email and other communication methods, you may miss important information about your transactions and our Services. We will not be responsible for any consequences or losses if you fail to do so.
- d. Other Communication Methods: In addition to email, we may contact you by letter or telephone where appropriate. If you use any mobile services, we may also communicate with you by SMS.
- e. Deemed Receipt of Communications:
 - i. Email: An email will be considered received by you on the same day if it arrives in your inbox before 5:00 PM on a Business Day. If it arrives after 5:00 PM on a Business Day or at any other time, it will be considered received on the next Business Day.
 - ii. SMS: An SMS message will be considered received on the same day it is sent.
 - iii. Durable Medium: Where the law requires us to provide information to you on a durable medium (a format that allows you to store the information and access it for future reference), we will either send you an email (with or without an attachment) or send you a notification directing you to information on our Website in a way that allows you to print or save the information permanently.
- f. Keep Records: Please keep copies of all communications we send or make available to you.
- g. Copies of Documents: If you need a copy of the current Agreement or any other relevant document, please contact us.
- h. Language: This Agreement is made in the English language. Documents or communications in any other languages are provided for your convenience only, and only the English language version is official.

19. Complaints

If you have any complaints about us or our Services, you may contact us in accord

20. Governing Law and Jurisdiction

- a. **Applicable Law:** This Agreement and your relationship with Uniq Pay are governed by the laws of Malaysia, unless the laws of your own country give you stronger legal rights that cannot be waived.
- b. **Where Disputes Are Settled:** Any legal dispute between you and Uniq Pay related to your Uniq Pay Account or this Agreement will be resolved in the courts of Malaysia. However, this does not affect any mandatory consumer rights you may have in your own country to bring a claim there.

21. Miscellaneous Provisions

- a. **Agreement Between Us:** This Agreement is solely between you and Uniq Pay. No other person or entity has any rights under it.
- b. **No Third-Party Rights:** No one else can enforce any of the terms of this Agreement. We don't need anyone else's permission to end or change this Agreement.
- c. **Transfer of Agreement:** You cannot transfer, assign, mortgage, charge, subcontract, create a trust over, or otherwise deal with any of your rights and obligations under this Agreement (including your Uniq Pay Account) without our prior written consent.
- d. **We have the right to transfer, assign, or novate (replace) this Agreement (including your Uniq Pay Account) or any of our rights and obligations under it to another party at any time, without your consent. We will make reasonable efforts to inform you of any such transfer.**
- e. **Severability:** If a court or other legal authority finds that any part of this Agreement is illegal or unenforceable, the rest of the Agreement will still be valid and in effect.
- f. **No Waiver:** If we delay in enforcing any part of this Agreement, or if we don't enforce it immediately, that does not mean we have given up our right to enforce it later.

22. Definitions

App: Refers to the Uniq Pay mobile application software, including all related data, files, and associated media.

Business Day: Means any day other than a Saturday, Sunday, or public holiday in Kuala Lumpur, Malaysia, when financial institutions in Kuala Lumpur are open for normal business operations.

API (Application Programming Interface): Means the set of tools and specifications provided by Uniq Pay that allows other software applications (like those of our API Partners) to interact with our Services.

API Partner: Refers to a business partner with whom Uniq Pay has an agreement to offer our Services through their website, mobile application, or other similar platforms.

Services: Encompasses all products, services, content, features, technologies, and functions offered by Uniq Pay, including all related websites, applications (including the App).

Source Currency: The currency you use to fund your remittance instruction or that you hold within your Uniqapay account.

Intended Currency: The currency that your recipient will receive as a result of

Contact Us

If you have any questions, concerns, or requests regarding this Privacy Policy, please contact us at:

Uniqapay (M) Sdn Bhd.

Level 37-02, Menara Affin @ TRX,

Lingkaran TRX, Tun Razak Exchange

55188 Kuala Lumpur

Tel: +603 2110 2700

Final Notes

This Agreement governs your use of Uniqapay's services and ensures compliance with Malaysian remittance laws. Failure to comply may result in account suspension or termination.

By continuing to use Uniqapay, you agree to adhere to these terms.

For further details, please visit our Privacy Policy and FAQ section.