



## **PAY UP USER AGREEMENT**

This user agreement is effective as of 25th June 2022.

Welcome to Pay Up!

This agreement is between the customer and Pay Up. It applies to customers who are at least 18 years old only. In using the service, you agree to our Terms of Use. Where you, the client wishes to utilize the Pay Up's facilitation services to electronically pay accounts that are applicable to the platforms provided, and Pay Up wishes to provide facilitation services under the terms of this agreement, in consideration of the terms of use outlined, the parties agree to the following:

### **A. Term**

This payment agreement shall begin on the date indicated above and continue until formally terminated by Pay Up. Termination of the agreement shall not cancel or impact the Pay Up's rights as they are outlined in this agreement.

### **B. Currency conversion**

When your payment is funded and Pay Up determines a currency conversion is necessary, you consent to and authorize Pay Up to convert the currency in place of your preferred currency converter. Currency conversion is made available as soon as a valid amount is set.

### **C. Account Statements**

You have the right to receive an account statement showing your Pay Up account activity. You may view your Pay Up account statement by logging into your Pay Up account and accessing the "History" page.

## **D. Vouchers**

Payments on the available Pay Up platforms are to be made through Pay Up Vouchers. Customers are to purchase Pay Up Voucher prior to using the platforms on Pay Up.

## **E. Send Money**

You can send money to a recipient through Pay Up using the platforms available on your Pay Up account. Sending money through Pay Up does not require the recipient to have a Pay Up account.

We may, at our discretion, impose limits on the amount of money you can pay. You can be informed on the pay limit by logging into your Pay Up account or by contacting Pay Up.

When you send money to an incorrect account, it may be difficult to retrieve the funds. Pay Up is not responsible for any wrongful transfer.

## **F. Transfer Fee**

Pay Up shall, in accordance with the law, deduct service fees from the transferred amount. Pay Up agrees to notify the Client of such fees prior to initiating a payment and reserves the right to change or alter fees with notice to the Client.

## **G. Payment Instructions**

A. The Client may initiate payments through Pay Up through our apps on Google Play Store and IOS app store (PayUpGh).

B. Pay Up may, at its discretion, take steps to verify the authenticity of a payment request prior to initiating the payment.

C. The Client is responsible for providing accurate information when initiating a payment through Pay Up.

## **H. Security & Authentication**

The Client agrees to comply with all security protocols and authentication requests made by Pay Up. These protocols and requests may include the following:

- Unique email and password login for transfers
- Government-issued identification for all money transfer requests
- Passwords or other unique identifiable information for payment requests

If the Client is unable to provide acceptable assets or information in response to security or authentication requests, Pay Up reserves the right to refuse service.

## **I. Authorization to Transfer**

The Client authorizes Pay Up to make electronic payments from the Client's accounts to accounts listed on payment requests.

## **J. Payment Cancellation**

Payment requests may not be cancelled once they are submitted. Pay Up may, at their discretion, attempt to cancel a transfer at the Client's request, but cannot guarantee success in such efforts if a transfer has been duly authorized and submitted.

## **K. Indemnification**

The Client assumes total responsibility for the accuracy of all payment requests. Pay Up shall in no case be held liable for loss or damage if a payment has been executed in good faith in accordance with the Client's request. The Client agrees to indemnify and hold Pay Up harmless against all claims or loss or damage resulting from Pay Up's good faith actions on the Client's behalf without limitation.

## **L. Holdings**

Authentic and correct information should be submitted in the Client's request. Pay Up is not responsible for any money held by the chosen payment option due to customers

inadequacy to present authentic information. Pay Up will however work its hardest to obtain the money for the customer.

### **M. Prohibited Activities**

You may not use the Pay Up service for activities that:

1. violate any law, statute, ordinance or regulation.
2. relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law.
3. relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f) are associated with the sale of traveler's checks or money orders, (h) involve currency exchanges or check cashing businesses, (i) involve certain credit repair, debt settlement services,

credit transactions or insurance activities, or (k) involve offering or receiving payments for the purpose of bribery or corruption.

4. involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.

## **N. Communications**

Pay Up shall communicate with the Client via Telegram messenger through a representative, phone, email, and physical mail as follows:

Phone: +233 27 948 9886

Email: info@payup-gh.com

Address: 11 Atomic Down Road, Taifa, Accra-Ghana

## **O. Governing Law**

This payment agreement shall be governed by the Laws of Ghana. All payment requests shall be held in compliance with the regulations of Pay Up.

## **P. Violations of the Acceptable Use Policy**

We encourage you to report violations of this Acceptable Use Policy to Pay Up immediately. If you have a question about whether a type of transaction may violate the Acceptable Use Policy, or wish to file a report, you can do by contacting Pay Up in the contacts listed in communications (M).

## **Q. Amendments**

Pay Up reserves the right to modify or alter this agreement at any time with prior written notice to the Client.