

Overview and Scope

These Terms and Conditions (“**Terms**” or “**Agreement**”) govern the relationship between **Anytime Technologies Limited**, trading as **PAY247** (“**PAY247**”, “**we**”, “**our**”, or “**us**”), and each **Merchant**, **Business User**, or **Partner** (“**you**” or “**Merchant**”) who registers for, accesses, or uses the PAY247 platform or related services.

By creating an account, integrating our API, or continuing to use the Services, the Merchant agrees to be bound by this Agreement and by all referenced policies, including the PAY247 **Privacy Policy**, **KYC & AML Policy**, and any **Fee Schedule** or **Service Addenda** applicable to specific products.

1. Introduction, Scope and Acceptance

1.1 Agreement. This Agreement forms a legally binding contract between PAY247 and the Merchant governing access to and use of the Services.

1.2 Acceptance. The Merchant accepts these Terms by electronic execution, by using the Services, or by continuing to access the PAY247 dashboard or API.

1.3 Business Use Only. The Services are intended solely for business or professional purposes. PAY247 does not provide consumer payment services under these Terms.

1.4 Related Documents. The following are incorporated by reference and form part of this Agreement:

- (a) Privacy Policy;
- (b) KYC & AML Policy;
- (c) Acceptable Use Policy; and
- (d) current Fee Schedule agreement.

1.5 Language and Governing Law. This Agreement is drafted in English and governed by the laws of the British Virgin Islands.

2. Definitions and Interpretation

2.1 Definitions. Unless the context otherwise requires:

- “**Account**” means the electronic business account created for the Merchant on the PAY247 platform.
- “**Alternative Payment Method (APM)**” means any non-card payment channel supported by PAY247 (e.g., QR payments, e-wallets, bank transfers).
- “**Business Day**” means any day other than a Saturday, Sunday, or BVI public holiday.
- “**Chargeback**” means a transaction reversal initiated under card or network rules.
- “**Customer**” means an end user who pays a Merchant through the PAY247 platform.

- “**Fee Schedule**” means PAY247’s current pricing and fee structure as amended from time to time.
- “**Partner Institution**” means a bank, acquirer, or regulated payment service provider through which PAY247 connects to execute or settle transactions.
- “**Reserve**” means an amount of funds withheld for risk or chargeback exposure under Clause 10.
- “**Services**” means the payment gateway, payout, API, dashboard, and related support services provided by PAY247.
- “**Transaction**” means any instruction to transfer monetary value through the Services.

2.2 Interpretation. References to legislation include amendments or replacements; words importing singular include plural; “including” means “including without limitation”.

2.3 Conflict. In the event of inconsistency, the order of precedence is: (a) Service Addendum; (b) Fee Schedule; (c) these Terms; (d) Policies.

3. Contract Structure and Amendments

3.1 Comprehensive Agreement. This Agreement constitutes the entire understanding between PAY247 and the Merchant concerning the Services and supersedes prior representations or proposals.

3.2 Addenda and Service Orders. Specific Services may require additional terms (each a “Service Addendum”). In case of conflict, the Addendum prevails for that Service.

3.3 Policy Integration. The Merchant acknowledges that PAY247 Policies form part of this Agreement and may be updated periodically.

3.4 Amendment Procedure. PAY247 may modify these Terms or Policies by giving at least **30 days’ notice** via email or dashboard, except where immediate change is required by law or regulator.

3.5 Acceptance of Changes. Continued use after the effective date constitutes acceptance of the updated Terms. If the Merchant objects, it may terminate under Clause 25 before the change takes effect.

4. Role of PAY247 and Legal Status

4.1 Facilitator Role. PAY247 provides a technology infrastructure to initiate, route, and manage payment instructions between the Merchant, Customers, and Partner Institutions.

4.2 Non-Custodial Capacity. PAY247 does **not** receive or hold Customer funds for its own account. Settlement and custody occur exclusively through licensed Partner Institutions.

4.3 Agency Relationship. To the extent required for transmitting payment instructions, PAY247 acts as the Merchant's limited agent solely to communicate transaction data to Partner Institutions. For clarity, this limited agency does not create any **fiduciary duty, trust, custodial arrangement, or segregation obligation** with respect to funds or data.

4.4 No Banking/Money Services Representation. PAY247 is not a bank or deposit-taking institution and does not accept deposits. PAY247 does not intend to operate as a money services business or e-money issuer, except where required by applicable law in a given jurisdiction, and in all cases acts in a **non-custodial** capacity through Partner Institutions.

4.5 Third-Party Dependencies. Certain Services depend on network connectivity and the performance of Partner Institutions. PAY247 is not liable for delay or failure attributable to such partners unless caused by PAY247's wilful misconduct.

4.6 Compliance Integration. The Merchant acknowledges that PAY247 must implement AML/CFT and sanctions screening procedures consistent with its KYC & AML Policy and may reject or delay transactions accordingly.

5. Account Registration, Eligibility and KYC

5.1 Eligibility. To register, the Merchant must be a validly incorporated entity or authorised sole trader conducting lawful business. PAY247 may refuse applicants from restricted or sanctioned jurisdictions.

5.2 Account Information. The Merchant shall provide accurate company name, registration number, ownership details, principal address, settlement bank account, and any supporting documents requested.

5.3 Verification. PAY247 will perform due diligence, including beneficial-owner identification, sanctions screening, and risk scoring. The Merchant must cooperate fully and promptly.

5.4 Continuing Accuracy. The Merchant shall update its information within **five Business Days** of any material change (ownership, directors, address, or banking details).

5.5 Re-Verification. PAY247 may re-verify identity or request new documents at any time to maintain compliance or risk standards.

5.6 Refusal or Suspension. PAY247 may decline registration or suspend an account if information is incomplete, false, or non-compliant with applicable regulations.

5.7 Authority. By executing or accepting these Terms, the signatory represents full authority to bind the Merchant.

6. Services Overview

6.1 Core Services. PAY247 enables the Merchant to:

- (a) accept payments from Customers through integrated payment methods (cards, bank transfers, APMs, QR payments, e-wallets); and
- (b) receive corresponding settlements into a designated Merchant Bank Account via Partner Institutions.

6.2 API and Dashboard. The Services may be accessed via PAY247's API or online dashboard. The Merchant is responsible for secure integration, proper configuration, and testing prior to live transactions.

6.3 Supported Currencies. Transactions are processed in currencies supported by PAY247 and its Partner Institutions, as published from time to time.

6.4 Service Availability. PAY247 aims to provide continuous operation ("24/7/365") but does not guarantee uninterrupted access. Maintenance or network outages may occur.

6.5 Modifications. PAY247 may modify, enhance, or discontinue any Service component with reasonable notice, except where security or regulatory changes require immediate implementation.

6.6 Right to Decline Transactions. PAY247 may refuse or cancel any transaction that appears fraudulent, violates law or policy, exceeds risk thresholds, or originates from a restricted jurisdiction.

6.7 No Implied Endorsement. Provision of Services does not constitute endorsement of the Merchant's business, products, or Customers.

7. Use of Platform and Credentials

7.1 Access Credentials. PAY247 will issue login credentials and API keys to authorised Merchant personnel. The Merchant is responsible for maintaining their confidentiality and preventing unauthorised use.

7.2 Security Obligations. The Merchant shall implement robust access controls, encryption, and internal policies consistent with industry standards and PAY247's technical guidelines.

7.3 API Usage. The Merchant must use the PAY247 API strictly in accordance with published documentation and may not exceed permitted call limits or interfere with network stability.

7.4 Account Activity. The Merchant is liable for all actions taken through its credentials. If unauthorised access or compromise occurs, the Merchant must notify PAY247 immediately.

7.5 Integration Testing. Before processing live transactions, the Merchant must complete testing in the sandbox environment to ensure accuracy of payment flow, callbacks, and data fields.

7.6 Prohibited Use. The Merchant shall not (a) rent, lease, or resell access; (b) reverse-engineer or copy the platform; or (c) use PAY247 technology for fraudulent, deceptive, or unlawful purposes.

7.7 Audit Rights. PAY247 may audit or require evidence of the Merchant's security controls and technical compliance, subject to reasonable notice, to ensure continued platform integrity.

8. Network, Banking Partner, and Payment Scheme Rules

8.1 Network and Partner Rules.

The Merchant shall comply with all applicable rules, operating regulations, and technical standards issued by card networks, acquiring banks, e-wallet providers, QR-scheme operators, and other payment partners (collectively, the "**Partner Rules**").

8.2 Priority of Rules.

Where Partner Rules conflict with this Agreement, the relevant Partner Rule shall prevail to the extent required for compliance.

8.3 Scheme Monitoring.

If a Partner or network identifies excessive chargebacks, fraud ratios, or operational deficiencies, PAY247 may impose remedial programs, holdbacks, or temporary processing caps.

8.4 Information Requests.

The Merchant shall cooperate promptly with all information or document requests from PAY247 or its Partners for scheme, compliance, or audit purposes.

8.5 Indemnity.

The Merchant shall indemnify and hold harmless PAY247 for any fines, penalties, assessments, or losses imposed by a Partner or regulator arising from the Merchant's act, omission, or violation of Partner Rules.

9. Fees, Pricing, and Taxes

9.1 Fee Schedule.

Fees are set out in the applicable Fee Schedule or Service Addendum and may include processing fees, payout fees, currency-conversion margins, chargeback fees, and administrative costs.

9.2 Changes to Fees.

PAY247 may revise its Fees by providing not less than **30 days' notice**, except where immediate adjustment is required by law or Partner cost changes.

9.3 Deductions.

Fees and other amounts owed to PAY247 may be deducted automatically from settlements or reserves.

9.4 Currency and Conversion.

If a transaction requires currency conversion, PAY247 or its Partners will apply the prevailing wholesale or interbank rate plus a disclosed margin. Rates fluctuate and may differ between transactions.

9.5 Taxes.

All Fees are exclusive of taxes. The Merchant is solely responsible for determining, collecting, reporting, and remitting any taxes applicable to its sales or use of the Services.

9.6 Statements and Disputes.

PAY247 shall make electronic statements available via dashboard. Any dispute must be raised within **30 days** of issuance; thereafter statements are deemed final.

9.7 Direct Debit Authorisation. The Merchant authorises PAY247 (and its collection agents) to **debit the Merchant's designated bank account** for any amounts owed under this Agreement, and to use reasonable alternative collection methods where a debit is unsuccessful.

10. Reserves, Security Interests, and Set-Off

10.1 Purpose of Reserves.

PAY247 may establish a Reserve to protect against chargebacks, refunds, fraud, or Merchant insolvency.

10.2 Types of Reserve.

Reserves may be rolling, fixed, or event-based, and funded by withholding a percentage of settlements or requiring a security deposit.

10.3 Maintenance and Adjustment.

PAY247 may increase, decrease, or release the Reserve based on transaction history, risk profile, or Partner requirements.

10.4 Security Interest and Perfection. To the extent permitted by applicable law, the Merchant grants PAY247 a **security interest** over (a) amounts held in any Reserve and (b) receivables due from PAY247. The Merchant shall execute any documents and take steps reasonably requested by PAY247 to **perfect, register, or maintain** such security interest in relevant jurisdictions.

10.5 Set-Off.

PAY247 may set off or deduct from any settlement or Reserve any amounts owed by the Merchant, whether due or contingent, arising under this Agreement or any related transaction.

10.6 Release.

Funds in Reserve will be released once PAY247 determines that associated risks have expired, typically no sooner than **180 days** after the last relevant transaction, unless a longer period is required by law or Partner Rules.

11. Settlements, Payouts, and Reconciliation

11.1 Settlement Process.

PAY247 shall arrange for Partner Institutions to remit cleared funds to the Merchant's designated settlement account according to the applicable payout schedule (e.g., T+1, T+2, weekly).

11.2 Preconditions.

Settlements occur after PAY247 (or its Partners) reasonably determines that transactions are cleared for payout, **subject to applicable scheme or Partner reversal rights (including chargebacks, recalls, and adjustments)**.

11.3 Third-Party Performance.

Where Partner Institutions handle settlement, PAY247's role is limited to transmitting instructions and reconciliation data. PAY247 is not responsible for delays or errors caused by Partners, clearing systems, or banks outside its control.

11.4 Negative Balances.

If the Merchant's account shows a negative balance, PAY247 may debit the Merchant's bank account or demand payment within **three Business Days**.

11.5 Reconciliation Duty.

The Merchant must reconcile its records with PAY247's settlement reports and notify discrepancies within **10 Business Days**. Failure to do so constitutes acceptance.

11.6 Delayed or Suspended Payouts.

PAY247 may delay or suspend settlements (a) if required by law or Partner instruction; (b) pending investigation of suspicious activity; or (c) during system outages. Notice will be provided where lawful.

11.7 Finality and Post-Settlement Adjustments. Transfer of settlement funds to the verified Merchant account constitutes discharge of PAY247's payout obligation for the corresponding batch, **without prejudice to PAY247's ongoing rights to debit, set-off, or recoup amounts related to chargebacks, refunds, assessments, or errors discovered after settlement**.

12. Refunds, Reversals, and Chargebacks

12.1 Merchant Responsibility.

The Merchant is solely responsible for handling Customer service, refund requests, and disputes relating to its products or services.

12.2 Refund Authorisation.

Refunds may be initiated only through the PAY247 dashboard or API and must be funded by the Merchant's available balance or Reserve.

12.3 Chargebacks.

A Chargeback occurs when a Customer disputes a transaction through their financial institution. The Merchant shall cooperate in providing supporting documentation within the time limits specified by the applicable network or Partner.

12.4 Excessive Chargebacks.

If chargebacks exceed thresholds set by PAY247 or its Partners, PAY247 may (a) impose additional Reserves, (b) increase Fees, (c) suspend processing, or (d) terminate this Agreement.

12.5 Recovery and Set-Off.

PAY247 may deduct the value of chargebacks, refunds, or associated fees from settlements or Reserves. If insufficient, the Merchant must remit the shortfall immediately.

12.6 No Limitation of Liability.

PAY247's facilitation of refunds or disputes does not relieve the Merchant of liability to Customers or Partners.

13. Prohibited, Restricted, and High-Risk Activities

13.1 Prohibited Use.

The Services may not be used for any unlawful or restricted purpose, including but not limited to:

- (a) money-laundering or terrorist-financing activities;
- (b) unlicensed financial services, securities trading, or virtual-asset exchange unless pre-approved;
- (c) pornography or adult entertainment;
- (d) gambling, betting, or gaming without regulatory authorisation;
- (e) sale of counterfeit goods, narcotics, weapons, or other illicit items;
- (f) transactions involving sanctioned persons or jurisdictions;
- (g) pyramid or Ponzi schemes; or
- (h) activities likely to damage PAY247's reputation or Partner relationships.

13.2 Restricted Businesses.

Certain industries may be permitted subject to enhanced due diligence. PAY247 reserves the right to classify and decline any category.

13.3 Monitoring and Enforcement.

PAY247 may review transactions and suspend or terminate Services for any activity it deems prohibited or excessively risky.

13.4 Notification Obligation.

The Merchant shall notify PAY247 in writing before offering new products, markets, or business models that could alter its risk profile.

14. Compliance with Law, AML/CFT, and Sanctions

14.1 Legal Compliance.

The Merchant shall comply at all times with all applicable laws, regulations, and governmental requirements, including anti-money-laundering, counter-terrorist-financing, sanctions, data-protection, and consumer-protection laws.

14.2 PAY247 AML Policy.

The Merchant acknowledges and agrees to the **PAY247 KYC & AML Policy**, which forms part of this Agreement. PAY247 may suspend Services pending verification or in response to regulatory obligations.

14.3 Sanctions Screening.

The Merchant shall ensure none of its owners, directors, employees, or Customers appear on any sanctions list issued by the UN, EU, OFAC, or the BVI authorities.

14.4 Suspicious Activity.

PAY247 may delay or block transactions suspected of involving criminal proceeds or sanctions risk and shall not be liable for resulting losses where action is taken in good faith.

14.5 Audit and Cooperation.

The Merchant shall provide information, access, and assistance reasonably requested by PAY247 or competent authorities in connection with AML/CFT compliance reviews or investigations.

14.6 Termination for Breach.

PAY247 may immediately suspend or terminate this Agreement if it believes the Merchant has breached this Clause 14 or engaged in conduct that may expose PAY247 or its Partners to regulatory or reputational risk.

15. Data Security, PCI DSS, and Technical Standards

15.1 Security Obligations.

The Merchant shall implement and maintain appropriate administrative, technical, and physical safeguards to protect all payment data and Customer information processed via the PAY247 platform.

15.2 PCI DSS Compliance.

Where card data is handled, the Merchant must comply with the **Payment Card Industry Data Security Standard (PCI DSS)** at the applicable level. The Merchant shall not store cardholder data beyond what is permitted under PCI DSS.

15.3 Encryption and Access Controls.

Data in transit between the Merchant and PAY247 must be encrypted using strong, industry-accepted encryption protocols (TLS 1.2 or higher). The Merchant shall restrict access to sensitive data to authorised personnel on a need-to-know basis.

15.4 Incident Notification.

The Merchant must notify PAY247 **immediately, and no later than 24 hours**, of any actual or

suspected data breach, compromise, or unauthorised access involving payment data, credentials, or PAY247 systems.

15.5 Testing and Certification.

PAY247 may require periodic penetration testing or security attestation. Upon request, the Merchant shall provide current PCI DSS certification or equivalent independent security validation.

15.6 Remedial Actions.

In the event of a data breach, the Merchant shall cooperate with PAY247, Partner Institutions, and regulators to investigate, contain, and remediate the incident.

15.7 PAY247 Systems.

PAY247 employs multilayered encryption, tokenisation, and intrusion-prevention measures to secure its systems. However, PAY247 does not guarantee immunity from unauthorised access or cyberattack and disclaims liability for losses beyond its reasonable control.

16. Data Protection and Privacy

16.1 Role of Parties.

For purposes of data protection laws, PAY247 acts as a **data processor** (or “service provider”) with respect to Customer data processed on behalf of the Merchant, and as an **independent controller** for compliance, risk, and analytics data.

16.2 Lawful Basis and Purpose.

PAY247 processes personal data solely for legitimate purposes: payment facilitation, risk control, compliance screening, service improvement, and fraud prevention.

16.3 Data Sharing.

Personal data may be shared with Partner Institutions, processors, or regulators only as required for transaction processing, compliance, or legal obligations. All third parties are bound by confidentiality and data-security requirements.

16.4 Cross-Border Transfers.

Data may be transferred and stored in jurisdictions outside the BVI where PAY247 or its Partners operate. PAY247 ensures such transfers comply with applicable cross-border data-transfer mechanisms.

16.5 Merchant Responsibilities.

The Merchant must obtain all necessary consents from its Customers to enable PAY247’s lawful processing, sharing, and cross-border transfer of data under this Clause.

16.6 Retention.

Data will be retained only for as long as necessary to fulfil the purposes described or to meet legal, regulatory, or Partner retention obligations.

16.7 Privacy Policy Incorporation.

The PAY247 Privacy Policy forms part of this Agreement and describes data-collection practices, user rights, and protection measures in detail.

16.8 Breach of Privacy Obligations.

Failure to comply with this Clause may result in immediate suspension of Services, indemnity obligations, and notification to relevant data-protection authorities.

17. Fraud Monitoring, Risk Controls, and Reviews

17.1 Fraud Detection Systems.

PAY247 employs a combination of automated risk engines, transaction-pattern analytics, and manual review to detect suspicious or anomalous activity.

17.2 Merchant Cooperation.

The Merchant shall promptly respond to any PAY247 inquiry concerning suspicious transactions and provide transaction records, Customer communications, and related data upon request.

17.3 Transaction Screening.

PAY247 may screen all transactions for fraud, sanctions, or policy compliance, including real-time velocity checks and behavioural analytics.

17.4 Risk Parameters.

PAY247 may impose transaction limits, holdbacks, or approval requirements based on the Merchant's risk category or Partner Institution instructions.

17.5 Suspicious Activity Response.

If PAY247 suspects fraud, it may (a) delay settlement, (b) suspend the Merchant Account, (c) block specific transactions, or (d) notify competent authorities as required by law.

17.6 Audit and Reporting.

PAY247 may periodically review the Merchant's operational processes and reserves the right to conduct or commission third-party audits in cases of elevated risk or regulatory inquiry.

17.7 No Liability for Preventive Measures.

PAY247 shall not be liable for losses resulting from legitimate fraud-prevention actions taken in good faith.

18. Service Availability, Maintenance, and Changes

18.1 Availability.

PAY247 shall use reasonable endeavours to provide continuous access to the Services 24 hours a day, 7 days a week, subject to maintenance and unforeseen outages.

18.2 Planned Maintenance.

PAY247 will, where practicable, give advance notice of planned maintenance that may affect service availability.

18.3 Emergency Suspension.

PAY247 may temporarily suspend the Services without notice if necessary to address security incidents, system failures, or urgent legal requirements.

18.4 API and Version Control.

From time to time, PAY247 may introduce new API versions or deprecate old ones. Merchants must migrate integrations within the specified timeline to maintain functionality.

18.5 Changes to Services.

PAY247 may modify, enhance, or discontinue Service features at its discretion, provided that material adverse changes will be communicated with at least **30 days' notice**.

18.6 No Guaranteed Uptime.

While PAY247 targets industry-standard uptime levels, it does not guarantee uninterrupted operation and excludes liability for downtime or latency caused by the internet, Partner systems, or force majeure events.

19. Third-Party Services and Subcontractors

19.1 Third-Party Involvement.

PAY247 may rely on third-party providers (e.g., Partner Institutions, payment processors, hosting providers, analytics services) to deliver the Services.

19.2 Selection and Oversight.

PAY247 exercises reasonable due diligence in selecting reputable third-party partners but is not responsible for their independent acts or omissions outside PAY247's control.

19.3 Data Handling.

Third parties processing data on PAY247's behalf are contractually bound to maintain confidentiality and security standards consistent with this Agreement.

19.4 Partner Authority.

Certain services may be delivered directly by Partner Institutions under their own terms. Where applicable, the Merchant's relationship with such partners is independent, and PAY247 shall have no liability for their performance.

19.5 Subcontracting Rights.

PAY247 may subcontract any portion of the Services without the Merchant's prior consent, provided that PAY247 remains responsible for compliance and overall service quality.

20. Intellectual Property and Licence

20.1 Ownership.

All intellectual property rights in the PAY247 platform, APIs, software, documentation, trademarks, and related materials are owned exclusively by PAY247 or its licensors.

20.2 Licence Grant.

PAY247 grants the Merchant a limited, revocable, non-exclusive, non-transferable licence to integrate and use the Services solely for lawful business purposes in accordance with this Agreement.

20.3 Restrictions.

The Merchant shall not (a) copy, modify, or reverse-engineer any PAY247 software; (b) remove proprietary notices; or (c) use PAY247 trademarks without prior written consent.

20.4 Feedback.

Any feedback or suggestions provided by the Merchant may be used by PAY247 without restriction or obligation.

20.5 Third-Party IP.

All third-party trademarks or brand names used in connection with the Services remain the property of their respective owners.

21. Confidentiality

21.1 Definition.

“Confidential Information” includes non-public information concerning PAY247’s technology, operations, pricing, security, or business plans, as well as Merchant data not publicly available.

21.2 Obligation of Confidence.

Each party shall protect the other’s Confidential Information with the same degree of care it uses to protect its own confidential information and shall not disclose it except as permitted under this Agreement.

21.3 Permitted Disclosures.

Disclosure is allowed (a) to affiliates, employees, or contractors who need to know for legitimate purposes and are bound by confidentiality obligations, or (b) as required by law or regulator.

21.4 Duration.

Confidentiality obligations survive for **five (5) years** after termination of this Agreement, or indefinitely for information constituting trade secrets.

21.5 Return or Destruction.

Upon termination, each party shall return or securely destroy the other’s Confidential Information, unless retention is required by law or for audit purposes.

21.6 **Injunctive Relief.**

A breach of confidentiality may cause irreparable harm; therefore, either party may seek equitable relief (injunction or specific performance) without posting bond.

22. Representations and Warranties

22.1 **Merchant Representations.** The Merchant represents and warrants that:

- (a) it is duly organised, validly existing, and in good standing under the laws of its jurisdiction of incorporation;
- (b) execution and performance of this Agreement have been duly authorised;
- (c) all information provided to PAY247 is true, accurate, and complete;
- (d) it will comply with all applicable laws, Partner Rules, and PAY247 Policies;
- (e) it has obtained all permits, licences, and consents necessary to conduct its business; and
- (f) its products and services are lawful and do not infringe any intellectual property or privacy rights of others.

22.2 **PAY247 Warranties.** PAY247 warrants that it will provide the Services with reasonable skill and care using commercially reasonable technology and security measures.

22.3 **Exclusions.** Except as expressly stated, PAY247 provides the Services “**as is**” and disclaims all implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

23. Indemnities

23.1 **Merchant Indemnity.** The Merchant shall indemnify and hold harmless PAY247, its directors, officers, employees, and Partners against all claims, losses, fines, penalties, and expenses (including legal fees) arising from:

- (a) any breach of this Agreement by the Merchant or its affiliates;
- (b) fraudulent or unauthorised use of the Services;
- (c) any product, service, or content offered by the Merchant; or
- (d) any chargeback, refund, or Partner fine related to the Merchant’s transactions.

23.2 **PAY247 Indemnity.** PAY247 shall indemnify the Merchant for direct losses finally awarded by a court or arbitrator arising solely from PAY247’s gross negligence or wilful misconduct.

23.3 **Procedure.** A party seeking indemnification must promptly notify the other and allow it to control the defence and settlement of the claim, subject to consultation and good faith.

24. Limitation of Liability

24.1 **Aggregate Cap.** PAY247’s total liability arising out of or in connection with this Agreement shall not exceed the total Fees paid by the Merchant to PAY247 during the twelve (12) months preceding the event giving rise to the claim.

24.2 Exclusion of Indirect Loss. Neither party shall be liable for any loss of profits, revenue, goodwill, data, or indirect, incidental, consequential, or punitive damages.

24.3 Exceptions. Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be excluded under law.

24.4 Multiple Claims. The limitations apply in aggregate to all claims and are not increased by multiple incidents.

25. Suspension, Termination, and Effects

25.1 Suspension Rights. PAY247 may suspend Services immediately if it believes:

- (a) the Merchant is in breach of this Agreement or any Policy;
- (b) the Merchant is engaged in fraud, illegal, or high-risk activity; or
- (c) such suspension is required by law, Partner instruction, or regulator.

25.2 Termination by Either Party. Either party may terminate for convenience by giving **30 days' written notice**.

25.3 Immediate Termination by PAY247. PAY247 may terminate without notice if the Merchant:

- (a) becomes insolvent or ceases business;
- (b) fails to pay any amount when due; or
- (c) breaches Clauses 13 (Prohibited Activities) or 14 (Compliance).

25.4 Effect of Termination. Upon termination:

- (a) all rights to use the Services cease immediately;
- (b) PAY247 shall settle outstanding transactions subject to holds or Reserves; and
- (c) all outstanding amounts become immediately due and payable.

25.5 Survival. Clauses 2, 10, 13–16, 21–24, 26–28 and all indemnity and confidentiality obligations survive termination.

26. Dispute Resolution: Mediation and Arbitration

26.1 Good-Faith Negotiation. Parties shall first attempt to resolve any dispute amicably through good-faith negotiation within ten (10) Business Days of written notice.

26.2 Mediation. If unresolved, the dispute shall be submitted to mediation under the auspices of the **BVI International Arbitration Centre (BVI IAC)** in Road Town, Tortola.

26.3 Arbitration. If mediation fails within thirty (30) days, the dispute shall be finally resolved by binding arbitration under the **BVI IAC Rules** then in force. The seat of arbitration shall be Road Town, Tortola; language of proceedings shall be English.

26.4 Finality and Enforcement. The award shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.

26.5 Regulatory and Criminal Matters. Nothing in this Clause limits PAY247's right or obligation to cooperate with law-enforcement or regulators, or to seek injunctive relief in a court of law.

26.6 Injunctive Relief. Either party may seek urgent injunctive or equitable relief in a court of competent jurisdiction **for unauthorised use or disclosure of Confidential Information, intellectual property infringement, or to protect payment security/integrity**, without waiving arbitration for merits.

27. Notices and Communications

27.1 Electronic Notices. Notices may be delivered by email or dashboard notification to the addresses recorded in the Merchant Account and shall be deemed received on the next Business Day.

27.2 Postal Notices. Where required by law, written notice may also be sent by registered post to the registered address of either party.

27.3 Change of Details. Each party must promptly notify the other of any change in contact information.

27.4 Legal Service. Service of process on PAY247 shall be addressed to:
Legal Department, Anytime Technologies Limited, Asia Leading Chambers, Road Town, Tortola, VG1110, BVI.

28. General Provisions

28.1 Governing Law. This Agreement is governed by and construed in accordance with the laws of the British Virgin Islands.

28.2 Assignment. The Merchant may not assign or transfer this Agreement without PAY247's prior written consent. PAY247 may assign or subcontract its rights or obligations without consent.

28.3 Severability. If any provision is found invalid or unenforceable, the remaining provisions remain in full force and effect.

28.4 Waiver. Failure or delay in enforcing any provision shall not constitute a waiver of rights.

28.5 Force Majeure. Neither party is liable for delay or failure arising from events beyond its reasonable control, including acts of God, war, terrorism, labour disputes, internet failures, or governmental actions.

28.6 Entire Agreement. This document and its incorporated policies constitute the entire agreement between the parties concerning the Services.

28.7 Counterparts and Electronic Acceptance. This Agreement may be executed electronically and in counterparts, each of which is deemed an original.

28.8 Headings. Headings are for convenience only and do not affect interpretation.

28.9 Class Action Waiver. To the maximum extent permitted by law, disputes shall be resolved **only on an individual basis** and not as class, consolidated, collective, or representative actions. If unenforceable as to a claim, that claim may proceed only in a court in the BVI.

28.10 Publicity; Marks. With the Merchant's prior consent (email suffices), PAY247 may list Merchant's name and logo on its website and marketing materials. Merchant may use PAY247 marks **in accordance with brand guidelines** provided by PAY247. Either party may revoke consent on notice.