

# Terms and Conditions

## Introduction

Welcome to WayPay, a leading payment processing service provider. By accessing or using our services, you agree to comply with and be bound by the following terms and conditions. Please read them carefully. If you do not agree to any part of these terms, you should not use our services.

## 1. Acceptance of Terms

By accessing this website or using our payment processing services, you confirm that you have read, understood, and agree to these Terms and Conditions. We reserve the right to modify these terms at any time. Your continued use of the services following any changes indicates your acceptance of the new terms.

## 2. Use of Services

Our services enable merchants to process payments, including credit and debit card transactions, electronic bank transfers, and other forms of payment. By using our services, you agree:

To use the services solely for lawful business purposes.

To comply with all applicable laws and regulations regarding payment processing and data protection.

To ensure the security of your account and payment information.

You must not use our services for any illegal or unauthorized transactions, including those involving fraudulent activities, money laundering, or transactions that violate the rights of any third party.

## 3. Merchant Account Registration

To use our payment processing services, you must create a merchant account. You agree to provide accurate, current, and complete information during the registration process and maintain the security of your account by keeping your login credentials confidential.

You are responsible for all transactions and activity conducted through your merchant account. If we detect any suspicious or fraudulent activity, we reserve the right to suspend or terminate your account.

## 4. Fees and Payment

As a payment processor, we charge fees for each transaction processed through our platform. The applicable fees are outlined in your merchant agreement. You agree to pay all fees promptly as specified in the agreement.

We reserve the right to adjust our fees from time to time, and you will be notified of any such changes. Failure to pay the fees may result in suspension or termination of your account.

## 5. Transaction Processing

You agree to comply with the terms set forth in your merchant agreement regarding the processing of transactions, including transaction limits, settlement times, and chargeback procedures. WayPay does not guarantee the approval of all transactions, as they are subject to the policies of the card networks and financial institutions.

You acknowledge that we are not responsible for any disputes or issues between you and your customers regarding payments, products, or services.

## 6. Chargebacks and Refunds

You are responsible for handling any chargebacks, disputes, and refunds associated with transactions processed through your account. We may deduct chargeback amounts from your account balance or charge you for any fees related to chargebacks, as outlined in your merchant agreement.

## 7. Security and Data Protection

We take the security of your payment information seriously and implement industry-standard measures to protect it. However, you are responsible for ensuring the security of your customers' payment information and compliance with applicable data protection laws, including PCI DSS (Payment Card Industry Data Security Standard) requirements.

You agree not to store sensitive payment card information (such as cardholder data) on your servers unless it is compliant with PCI DSS standards.

## 8. Limitation of Liability

To the fullest extent permitted by law, WayPay will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to your use of our services, including but not limited to loss of profits, data, or revenue. Our total liability under these terms will not exceed the total fees paid to us for the relevant transaction.

## 9. Indemnification

You agree to indemnify and hold WayPay, its affiliates, officers, directors, employees, and agents harmless from any claims, liabilities, damages, losses, or expenses (including legal fees) arising out of or relating to your use of our services, breach of these terms, or violation of any applicable law or third-party rights.

## 10. Termination

We may suspend or terminate your access to our services at any time, with or without notice, for any violation of these Terms and Conditions, for suspected fraudulent activity, or for any reason outlined in your merchant agreement.

Upon termination, you remain responsible for any outstanding fees or liabilities incurred prior to termination.

#### 11. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the UK. Any disputes arising out of or relating to these terms or the use of our services will be subject to the exclusive jurisdiction of the courts located in the UK.

#### 12. Changes to Terms

We reserve the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on this page. Your continued use of our services after such changes indicates your acceptance of the updated terms.

#### 13. Contact Us

If you have any questions or concerns about these Terms and Conditions, please contact us at:

Email: [office@waypay.solutions](mailto:office@waypay.solutions)