

# Terms and Conditions

By using this website ([www.myvaskey.com](http://www.myvaskey.com)), any of our websites and/or services, you agree to these Terms and Conditions.

We are an independent contractor for all purposes, providing this website and our services on an independent service provider basis. We do not have control or assume the liability or legality for the products or services that are paid for with our service. We do not guarantee any user's identity and cannot ensure that a buyer or seller will complete a transaction.

This Terms of Use is an agreement between you and VASkey. It details VASkey's obligations to you. It also highlights certain risks on using the services and you must consider such risks carefully as you will be bound by the provision of this Agreement through your use of this website or any of our services.

## Privacy Policy

VASkey is committed to managing your Personal Information in line with global industry best practices. You can read our Privacy Policy to understand how we use your information and the steps we take to protect your information.

## Age Restriction

Our website and services are not directed to children under 18. We do not knowingly transact or provide any services to children under 18.

## Disputes & Reversal

If you believe that an unauthorized or otherwise problematic transaction has taken place, you agree to notify us immediately, to enable us take action to help prevent financial loss.

All claims against us related to payments should be made within 45 (forty-five) days after the date of such payment. It will be taken that you waive all claims against us, to the fullest extent of the law after the said period of time.

If you enter into a transaction with a third party and have a dispute over the goods or services you purchased, we have no liability for such goods or services. Our only involvement with regard to such transaction is as a payment gateway.

We may intervene in disputes between users and merchants concerning payments but have no obligation to do so.

Your transaction ID and/or transaction details will be required to resolve all disputes

## Acceptable Use Policy

You are independently responsible for complying with all applicable laws related to your use of our website and services. However, by accessing or using VASkey, you agree to comply with the terms and conditions of our Acceptable Use Policy which you can read on our Acceptable Use Policy page.

## Disclaimers

We try to keep VASkey available at all times, bug-free and safe, however, you use it at your own risk.

Our website and services are provided "as is" without any express, implied and/or statutory warranties (including, but not limited to, any implied or statutory warranties of merchantability, fitness for a particular use or purpose, title, and non-infringement of intellectual property rights). Without limiting the generality of the foregoing, VASkey makes no warranty that our website and services will meet your requirements or that our website will be uninterrupted, timely, secure, or error free. No advice or information, whether oral or written, obtained by you through our website or from VASkey, its parents, subsidiaries, or other affiliated companies, or its or their suppliers (or the respective officers, directors, employees, or agents of any such entities) (collectively, "VASkey parties") shall create any warranty.

## Limitation of Liability

In no event will any of the VASkey parties be liable for (a) any indirect, special, consequential, punitive, or exemplary damages or (b) any damages whatsoever in excess of the amount of the transaction or twenty thousand united states dollars (us\$20,000.00) dollars, whichever is lesser (including, without limitation, those resulting from loss of

revenues, lost profits, loss of goodwill, loss of use, business interruption, or other intangible losses), arising out of or in connection with VASkey's website or services (including, without limitation, use, inability to use, or the results of use of VASkey's websites or services), whether such damages are based on warranty, contract, tort, statute, or any other legal theory.

## Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that any VASkey Party may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the VASkey's Party's liability shall be the minimum permitted under such applicable law.

## Updates, Modifications & Amendments

We may need to update, modify or amend our Terms of Use as our technology evolves. We reserve the right to make changes to this Terms of Use at any time by giving notice to users on this page.

We advise that you check this page often, referring to the date of the last modification on the page. If a user objects to any of the changes to the Terms of Use, the User must cease using our website and/or services immediately.

## Applicable Law

These Terms of Use shall be interpreted and governed by the laws currently in force in the Republic of Ghana.

## Legal Disputes

We shall make an effort to settle all disputes amicably. Any dispute arising out of this Terms of Use, which cannot be settled, by mutual agreement/negotiation within 1 (one) month shall be referred to arbitration by a single arbitrator and governed by the Alternative Dispute Resolution Act, 2010, Laws of the Republic of Ghana. The arbitrator shall be appointed by both of us (VASkey and you), where both of us are unable to

agree on the choice of an arbitrator, the choice of arbitration shall be referred to the Accra High Court. The findings of the arbitrator and subsequent award shall be binding on both of us. Each of us shall bear our respective costs in connection with the Arbitration. Venue for the arbitration shall be Accra, Ghana.

## Severability

If any portion of these Terms of Use is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms of Use and shall not affect the validity or enforceability of any other part in this Terms of Use.

## Terms of Service

By signing up for a merchant account on this website ([www.myvaskey.com](http://www.myvaskey.com)), any of our websites and/or services, you are deemed a merchant and agree to these Merchant Terms of Service (the "Agreement").

PLEASE READ THESE MERCHANT TERMS OF SERVICE CAREFULLY BEFORE SIGNING UP AS A MERCHANT. If you do not agree to any or all of these Terms of Service, DO NOT USE THIS SITE!

## Agreement

These Merchant Terms of Service is an agreement between you and VASkey. It details VASkey's obligations to you. It also highlights certain risks on using the services and you must consider such risks carefully as you will be bound by the provision of this Agreement through your use of this website or any of our services.

## Registration

To use VASkey, you have to create a VASkey account by registering. To register, you will provide us with certain information such as your email, first name, last name, business name and phone number and we may seek to verify your information, (by ourselves or through third parties), after which we will approve your account unless deemed risky. You give us permission to do all these.

## Change of Information

In the event that you change any information provided to us at registration including your business name, address, financial institution, mode of payments or the products and services that you offer, or where a corporate restructuring occurs you agree to notify us within 14 days of such change. We may be unable to respond to you if you contact us from an address, telephone number or email account that is not registered with us

## Representation and Warranties

You represent and warrant to VASkey that:

1. you have full power and authority to enter into, execute, deliver and perform this Agreement;
2. you are duly organised, authorised and in good standing under the laws of the Republic of Ghana or any state, region or country of your organisation and are duly authorised to do business in all other states, regions or countries in which your business operates.

## Age Restriction

Our website and services are not directed to children under 18. We do not knowingly transact or provide any services to children under 18.

## Account Security

You agree not to allow anyone else to have or use your password details and to comply with all reasonable instructions we may issue regarding account access and security. In the event you share your password details, VASkey will not be liable to you for losses or damages. You will also take all reasonable steps to protect the security of the personal electronic device through which you access VASkey's services (including, without limitation, using PIN and/or password protected personally configured device functionality to access VASkey's services and not sharing your device with other people).

## Data Compliance

You agree to comply with all data privacy and security requirements of the Payment Card Industry Data Security Standard (PCI DSS Requirements") and under any applicable law or regulation that may be in force, enacted or adopted regarding confidentiality, your access, use, storage and disclosure of user information. Information on the PCI DSS can be found on the PCI Council's website. It is your responsibility to comply with these standards.

We are responsible for the security and protection of Card Holder Data (CHD) we collect and store. Accordingly, we implement access control measures, security protocols and standards including the use of encryption and firewall technologies to ensure that CHD is kept safe and secure on our servers, in compliance with the PCI DSS Requirement. We also implement periodical security updates to ensure that our security infrastructures are in compliance with reasonable industry standards.

We acknowledge that you own all your customers' data. You hereby grant VASkey a perpetual, irrevocable, sub-licensable, assignable, worldwide, royalty-free license to use, reproduce, electronically distribute, and display your customers' data for the following purposes:

1. providing and improving our services;
2. internal usage, including but not limited to, data analytics and metrics so long as individual customer data has been anonymized and aggregated with other customer data;
3. complying with applicable legal requirements and assisting law enforcement agencies by responding to requests for the disclosure of information in accordance with local laws; and
4. any other purpose for which consent has been provided by your customer.

## Software License

We hereby grant you a revocable, non-exclusive, non-transferable license to use VASkey's APIs, developer's toolkit, and other software applications (the "Software") in accordance with the documentation accompanying the Software. This license grant includes all updates, upgrades, new versions and replacement software for your use in connection with the VASkey's services. If you do not comply with the documentation and any other requirements provided by VASkey, then you will be liable for all resulting damages suffered by you, VASkey and third parties. Unless otherwise provided by applicable law, you agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Software. Upon expiration or termination of this Agreement, you will immediately cease all use of any Software.

## Trademark License

We hereby grant you a revocable, non-exclusive, non-transferable license to use VASkey's trademarks used to identify our services (the "Trademarks") solely in conjunction with the use of our services. You agree that you will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to VASkey (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). Upon expiration or termination of this Agreement, you will immediately cease all display, advertising and use of all of the Trademarks.

## Intellectual Property

We do not grant any right or license to any VASkey intellectual property rights by implication, estoppel or otherwise other than those expressly mentioned in this Agreement.

Each party shall retain all intellectual property rights including all ownership rights, title, and interest in and to its own products and services, subject only to the rights and licenses specifically granted herein.

## Publicity

You hereby grant VASkey permissions to use your name and logo in our marketing materials including, but not limited to use on our website, in customer listings, in interviews and in press releases. Such Publicity does not imply an endorsement for your products and services.

## Confidential Information

The parties acknowledge that in the performance of their duties under this Agreement, either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning each party's services, know how, technology, techniques, or business or marketing plans (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party.

As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties under this Agreement or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to



employees and agents who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

## Know Your Customer

You agree that, you are solely responsible for verifying the identities of your customers, ensuring that they are authorised to carry out the transactions on your platform, and determining their eligibility to purchase your products and services.

You are also required to maintain information and proof of service or product delivery to your customer. Where a dispute occurs needing resolution, you may be required to provide VASkey with these.

## Payment Network Rules

Each payment network has its own rules, regulations and guidelines. You are required to comply with all applicable Network Rules that are applicable to merchants. The Payment Networks reserve the right to amend the Network Rules.

## Customer Payments

You may only process payments when authorised to do so by your customer. We will only process transactions that have been authorised by the applicable Payment Network or card issuer.

We do not guarantee or assume any liability for transactions authorised and completed that are later reversed or charged back (see Chargebacks below). You are solely responsible for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback. VASkey may add or remove one or more payment types or networks at any time. If we do so we will use reasonable efforts to give you prior notice of the removal.

## Our Fees & Pricing Schedule

You agree to pay us for the services we render as a payment gateway for your goods and services. Our Fees will be calculated as demonstrated on the Pricing page on the website and can be calculated on the same page using the “little calculator” we provided. The Fees on our Pricing page is integral to and forms part of this Agreement.

We reserve the right to revise our Fees. In the event that we revise our fees we will notify you within 5 days of such change.

## Payouts

Subject to the terms of this Agreement, VASkey will send to your designated bank or card settlement account (“Bank Account”) all amounts settled and due to you from your transactions, minus our fees as stated in the Fee Schedule, any Reversals, Invalidated Payments, Chargebacks, Refunds or other amounts that you owe to VASkey under this Agreement (“Payout”). If the Payout is not sufficient to cover the amounts due, you agree that we may debit your Bank Account for the applicable amounts, and/or set-off the applicable amounts against future Payouts. Upon our request, you agree to provide us with all necessary bank account and related information and grant us permission to debit amounts due from your Bank Account.

After transfer of funds is initiated to your Bank Account, we will update information on your VASkey Dashboard to reflect settlement. Information regarding your transactions that are processed and settled using VASkey (“Transaction History”) will be available to you when you login to your VASkey Dashboard. While we will provide Transaction History in your VASkey Dashboard, you are solely responsible for compiling and retaining permanent records of all transactions and other data associated with your VASkey account as may be required for your business. VASkey is not responsible for maintaining Transaction History or other records in a manner consistent with your record retention obligations.

## Payout Schedule

Your Payout Schedule, which is the time it takes us to initiate a transfer to your Bank Account settled funds from card transactions processed through us is on your VASkey Dashboard. We reserve the right to change your Payout Schedule, suspend payouts to your Bank Account or initiate a Reversal should we deem it necessary due to pending

disputes, excessive or anticipated excessive Chargebacks or Refunds, or other suspicious activity associated with your use of VASkey, or if required by law or court order.

## How we handle your Funds

You authorise and instruct VASkey to hold, receive, and disburse funds on your behalf when such funds from your card transactions settle from the Card Networks. By accepting this Agreement, you further authorise VASkey on how your card transaction settlement funds should be disbursed to you as Payouts and the timing of such Payouts.

You agree that you are not entitled to any interest or other compensation associated with the settlement funds held by VASkey pending settlement and Payout to your Bank Account.

Settlement funds will be held in a deposit account at VASkey pending Payouts to you in accordance with the terms of this contract. We may periodically make available to you information about pending settlements yet to be received from the Card Networks.

Your authorisations will remain valid and be of full effect until your VASkey Account is closed or terminated.

## Security and Fraud Controls

VASkey is responsible for protecting the security of Payment Data including CHD in our possession and will maintain commercially reasonable administrative, technical, and physical procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorised access and accidental loss or modification. Although, we cannot guarantee that unauthorised third parties will never be able to defeat those measures or use such personal information for improper purposes. We will however take all reasonable and commercially achievable measures to address any security breach as soon as we become aware.

You agree to use other procedures and controls provided by us and other measures that are appropriate for your business to reduce the risk of fraud.

In the event that you suspect any fraudulent activity by a customer, you agree to notify VASkey immediately and quit the delivery of the service. In addition, where we suspect

that there have been frequent fraudulent transactions on your account, we reserve the right to cancel our service to you and/or your account

## Notification of Errors

You agree to notify us immediately any error is detected while reconciling transactions that have occurred using VASkey. We will investigate and rectify the errors where verified. In the event that we notice any errors, we will also investigate and rectify such errors.

Where we owe you money as a result of such errors, we will refund the amounts owed to you by a bank transfer to your Bank Account.

If a transaction is erroneously processed through your platform, report to us immediately. We will investigate any such reports and attempt to rectify the errors by crediting or debiting your Bank Account as appropriate.

Failure to notify us within 45 (forty-five) days of the occurrence of an error will be deemed a waiver of your rights to amounts that are owed to you due to an error.

## Chargebacks

A Chargeback usually happens when a customer files directly with or disputes through his or her credit or debit card issuer a payment on their bill. It may result in the reversal of a transaction. You may be assessed Chargebacks for (i) customer disputes; (ii) unauthorised or improperly authorised transactions; (iii) transactions that do not comply with Card Network Rules or the terms of this Agreement or are allegedly unlawful or suspicious; or (iv) any reversals for any reason by the Card Network, our processor, or the acquiring or issuing banks. Where a Chargeback occurs, you are immediately liable for all claims, expenses, fines and liability we incur arising out of that Chargeback and agree that we may recover these amounts by debiting your Bank Account. Where these amounts are not recoverable through your Bank Account, you agree to pay all such amounts through any other means

## Reserves

In our sole discretion, we may place a Reserve on a portion of your Payouts by holding for a certain period such portion where we believe there is a high level of risk associated

with your business. If we take such steps, we will provide you with the terms of the Reserve which may include the percentage of your Payouts to be held back, period of time and any other such restrictions that VASkey may deem necessary. Where such terms are changed, we will notify you. You agree that you will remain liable for all obligations related to your transactions even after the release of any Reserve. In addition, we may require you to keep your Bank Account available for any open settlements, Chargebacks and other adjustments.

To secure your performance of this Agreement, you grant VASkey a legal claim to the funds held in the Reserve as a lien or security interest for amounts payable by you.

## Refunds

You agree that you are solely responsible for accepting and processing returns of your products and services. We are under no obligation to process returns of your products and services, or to respond to your customers' inquiries about returns of your products and services. You agree to submit all Refunds for returns of your products and services that were paid for through VASkey to your customers in accordance with this Agreement and relevant Card Network Rules.

## Termination

You may terminate this Agreement by closing your VASkey Account.

We may suspend your VASkey Account and your access to VASkey services and any funds, or terminate this Agreement, if;

1. you do not comply with any of the provisions of this Agreement;
2. we are required to do so by a Law;
3. we are directed by a Card Network or issuing financial institution; or
4. where a suspicious or fraudulent transaction occurs

## Restricted Activities & Acceptable Use Policy

You are independently responsible for complying with all applicable laws related to your use of our website and services. However, by accessing or using VASkey, you agree to comply with the terms and conditions of our Acceptable Use Policy and are restricted from the activities specified in it which you can read on our Acceptable Use Policy page.

## Privacy Policy

VASkey is committed to managing your Personal Information in line with global industry best practices. You can read our Privacy Policy to understand how we use your information and the steps we take to protect your information.

## Disclaimers

We try to keep VASkey available at all times, bug-free and safe, however, you use it at your own risk.

Our website and services are provided "as is" without any express, implied and/or statutory warranties (including, but not limited to, any implied or statutory warranties of merchantability, fitness for a particular use or purpose, title, and non-infringement of intellectual property rights). Without limiting the generality of the foregoing, VASkey makes no warranty that our website and services will meet your requirements or that our website will be uninterrupted, timely, secure, or error free. No advice or information, whether oral or written, obtained by you through our website or from VASkey, its parents, subsidiaries, or other affiliated companies, or its or their suppliers (or the respective officers, directors, employees, or agents of any such entities) (collectively, "VASkey parties") shall create any warranty.

## Limitation of Liability

In no event will any of the VASkey parties be liable for (a) any indirect, special, consequential, punitive, or exemplary damages or (b) any damages whatsoever in excess of the amount of the transaction or twenty thousand united states dollars (us\$20,000.00) dollars, whichever is lesser (including, without limitation, those resulting from loss of revenues, lost profits, loss of goodwill, loss of use, business interruption, or other intangible losses), arising out of or in connection with VASkey's website or services (including, without limitation, use, inability to use, or the results of use of VASkey's websites or services), whether such damages are based on warranty, contract, tort, statute, or any other legal theory.

## Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers

and limitations of liability may not apply to you. To the extent that any VASkey Party may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the VASkey's Party's liability shall be the minimum permitted under such applicable law.

## Indemnity

You agree to defend, indemnify, and hold VASkey, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Agreement.

## Updates, Modifications & Amendments

We may need to update, modify or amend our Merchant Terms of Service as our technology evolves. We reserve the right to make changes to this Merchant Terms of Service at any time by giving notice to users on this page.

We advise that you check this page often, referring to the date of the last modification on the page. If you have any objection to any of the changes to this Merchant Terms of Service, you must cease using our website and/or services immediately.

## Applicable Law

These Terms of Use shall be interpreted and governed by the laws currently in force in the Republic of Ghana.

## Legal Disputes

We shall make an effort to settle all disputes amicably. Any dispute arising out of this Terms of Use, which cannot be settled, by mutual agreement/negotiation within 1 (one) month shall be referred to arbitration by a single arbitrator and governed by the Alternative Dispute Resolution Act, 2010, Laws of the Republic of Ghana. The arbitrator shall be appointed by both of us (VASkey and you), where both of us are unable to agree on the choice of an arbitrator, the choice of arbitration shall be referred to the Accra High Court. The findings of the arbitrator and subsequent award shall be binding

on both of us. Each of us shall bear our respective costs in connection with the Arbitration. Venue for the arbitration shall be Accra, Ghana.

## Severability

If any portion of these Terms of Use is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms of Use and shall not affect the validity or enforceability of any other part in this Terms of Use.

## Miscellaneous

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Assigning or sub-contracting any of your rights or obligations under these Terms of Use to any third party is prohibited. We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms of Use to any third party.

### Acceptable Use Policy

By accessing or using VASkey, you agree to comply with the terms and conditions of this Acceptable Use Policy.

## 1. Restricted Activities

You may not use VASkey in connection with any product, service, transaction or activity that:

- violates any law or government regulation, or promotes or facilitates such by third parties;
- violates any rule or regulation of Visa, MasterCard, Verve or any other electronic funds transfer network;
- is fraudulent, deceptive, unfair or predatory;
- causes or threatens reputational damage to us or any Payment Network;
- involves any of the business categories listed in clause 2; or
- results in or creates a significant risk of chargebacks, penalties, damages or other harm or liability.



## 2. Certain Business Categories

You may not use VASkey in connection with any product, service, transaction or activity that:

- falls within the Prohibition List of the Ghanaian Customs Administration of the Republic of Ghana
- relates to the sale and/or purchase of:
  1. banned narcotics, steroids, certain controlled substances or other products that present a risk a consumer's safety;
  2. blood, bodily fluids or body parts;
  3. burglary tools;
  4. counterfeit items;
  5. illegal drugs and drug paraphernalia;
  6. fireworks, destructive devices and explosives;
  7. identity documents, government documents, personal financial records or personal information (in any form, including mailing lists);
  8. lottery tickets, sweepstakes entries or slot machines without the required license;
  9. offensive material or hate speech or items that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
  10. police badges or uniforms;
  11. chemicals;
  12. recalled items;
  13. prohibited services;
  14. unlicensed financial services, stocks or other securities;
  15. stolen property;
  16. items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
  17. sales of currency without BDC license, certain cryptocurrency operators;
  18. obscene material or pornography;
  19. certain sexually oriented materials or services;
  20. certain firearms, firearm parts or accessories, ammunition, weapons or knives; or
  21. any product or service that is illegal or marketed or sold in such a way as to create liability to VASkey.
- relate to transactions that:
  1. show the personal information of third parties in violation of applicable law;
  2. support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs;

3. 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;
4. pertain to ammunitions and arms; and
5. involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from VASkey and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.

### 3. Actions by VASkey

If, in our sole discretion, we believe that you may have engaged in any violation of this Acceptable Use Policy, we may (with or without notice to you) take such actions as we deem appropriate to mitigate risk to VASkey and any impacted third parties and to ensure compliance with this Acceptable Use Policy. Such actions may include, without limitation:

- Blocking the settlement or completion of one or more payments;
- Suspending, restricting or terminating your access to and use of the VASkey's Services;
- Terminating our business relationship with you, including termination without liability to VASkey of any payment service agreement between you and VASkey;
- Taking legal action against you;
- Contacting and disclosing information related to such violations to (i) persons who have sold/purchased goods or services from you, (ii) any banks or Card Networks involved with your business or transactions, (iii) law enforcement or regulatory agencies, and (iv) other third parties that may have been impacted by such violations; or
- Assessing against you any fees, penalties, assessments or expenses (including reasonable attorneys' fees) that we may incur as a result of such violations, which you agree to pay promptly upon notice.

### 4. Updates, Modifications & Amendments

We may need to update, modify or amend our Acceptable Use Policy at any time. We reserve the right to make changes to this Acceptable Use Policy.

We advise that you check this page often, referring to the date of the last modification on the page.

**Effective Date:** Thursday Apr 30, 2020