

UNIVERSAL PAYMENT NETWORK LIMITED

TERMS AND CONDITIONS

Document Version: 1.0

Date of Issue: July, 2026

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Introduction

These Terms and Conditions (“Terms”) contained is a legal agreement between you, as a prospective customer of Universal Payment Network Limited services and Universal Payment Network Limited (Unipaynet, “we”, “our” or “us”) and shall govern your access to and use of Universal Payment Network Limited’s services which include all pages within the Universal Payment Network Limited website, mobile applications and other products and services (collectively referred to as the “Services”).

These Terms apply in full force and effect to your use of the Services and by using any of the Services, you expressly accept all terms and conditions contained herein in full and without limitation or qualification, including our Privacy Notice. You must not use any of the Services, if you have any objection to any of these Terms.

Who We Are and Our Company Information

We are Universal Payment Network Limited; a company registered under the laws of the Republic of Uganda. Our registered office is at Plot 2B, Golf Course Road, Kololo IV, Kampala, Uganda.

PLEASE READ AND UNDERSTAND THE TERMS OF AGREEMENT CAREFULLY BEFORE AGREEING TO BE BOUND BY ITS TERMS.

Governing Language

The governing language of these terms and all communication between Universal Payment Network Limited and you will be English language.

Who May Use Our Services?

You may use the Services only if you agree to form a binding contract with Universal Payment Network Limited and are not a person barred from receiving services under the laws of the applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, business, or organization, you represent and warrant that you are authorized to do so.

Age Restriction

Our website and Services are directed to people from the ages of 13 and above. You are only permitted to use the Services if you are aged 13 or older. We do not knowingly engage people younger than the age of 13.

Intellectual Property

Unless otherwise stated, Universal Payment Network Limited and/or its licensors own the intellectual property rights and materials on the website subject to the license below. All text, formatting (including without limitation the arrangement of materials on the Universal Payment Network Limited website and the graphics, animation, tools, commercials, music, video, articles, sound, copy, trade names, logos and other materials and information on the website are subject to the intellectual property rights of Universal Payment Network Limited and its affiliates and their licensors and licensees (collectively the “Content”). We do not grant you any right, license, title or interest to any of our intellectual property rights which you may or may not have access to. These Content may not be copied, reverse engineered, decompiled, disassembled, modified or reposted to other websites. Nothing on the Universal Payment Network Limited website should be construed as granting by implication or otherwise, any license or right to use any trademark displayed on the Universal Payment Network Limited website without the written permission of Universal Payment Network Limited or such third party that may own the trademark. You agree to take such actions including the provision of any legal or official document or other documents that may be needed to further affirm our intellectual property rights.

License to Use Our Website

We grant you a non-assignable, non-exclusive and revocable license to use the software provided as part of our Services in the manner permitted by these Terms. This license grant includes all updates, upgrades, new versions and replacement software for your use in connection with our Services.

The Services are protected by copyright, trademark, and other laws of both Uganda and foreign countries. Nothing in these Terms gives you a right to use the Universal Payment Network Limited name or any of Universal Payment Network Limited's trademarks, logos, domain names, and other distinctive brand features. All right, title and interest in and to the Services are and will remain the exclusive property of Universal Payment Network Limited and its licensors.

If you do not comply with all the provisions, then you will be liable for all resulting damages suffered by you, Universal Payment Network Limited and all third parties. Unless otherwise provided by applicable law, you agree not to alter, re-design, reproduce, adapt, display, distribute, translate, disassemble, reverse engineer, or otherwise attempt to create any source code that is derived from the software.

Any feedback, comments, or suggestions you may provide to us and our Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit without any obligation to you.

Information Security and Warranty Disclaimer

Universal Payment Network Limited WILL USE ITS BEST EFFORTS TO ENSURE THAT THE WEBSITE IS AVAILABLE AT ALL TIMES AND BUG FREE. HOWEVER, IT IS USED AT YOUR OWN RISK.

WE PROVIDE ALL MATERIALS "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Universal Payment Network Limited MAKES NO WARRANTY THAT OUR WEBSITE AND SERVICES WILL MEET YOUR REQUIREMENTS OR THAT OUR WEBSITE WILL REMAIN FREE FROM ANY INTERRUPTION, BUGS, INACCURACIES, AND ERROR.

YOUR USE OF OUR SERVICES IS AT YOUR OWN RISK AND YOU ALONE WILL BE RESPONSIBLE FOR ANY DAMAGE THAT RESULTS IN LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN OBTAINED BY YOU FROM OUR WEBSITE OR OUR SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED.

TO USE OUR SERVICES, YOU ARE REQUIRED TO ENABLE 2 FACTOR AUTHENTICATION (2FA) AS AN EXTRA LAYER OF PROTECTION TO GUARANTEE THE SECURITY OF YOUR ACCOUNT. Universal Payment Network Limited SHALL NOT BEAR ANY LIABILITY FOR ANY LOSS OR RISK SUFFERED, WHERE YOU DO NOT ENABLE 2FA.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Services. Please ensure you use your virus protection software or application as we cannot guarantee that our Services will be free from viruses or bugs.

You must not attempt to gain unauthorized access to our Services, computers or databases. You must not misuse our Services by introducing trojans, viruses or other materials which are malicious or technologically harmful.

Limitation of Liability

YOUR USE OF THE Universal Payment Network Limited WEBSITE AND SERVICES IS AT YOUR OWN RISK. YOU AGREE TO THE LIMITATION OF LIABILITY CLAUSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: Universal Payment Network Limited WILL IN NO WAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR ANY DAMAGES INCLUDING

DAMAGES RESULTING FROM REVENUE LOSS, PROFIT LOSS, USE, DATA, GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER INTANGIBLE LOSSES (WHETHER Universal Payment Network Limited HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT) ARISING OUT OF Universal Payment Network Limited'S WEBSITE OR SERVICES (INCLUDING, WITHOUT LIMITATION TO INABILITY TO USE, OR ARISING FROM THE RESULT OF USE OF Universal Payment Network Limited'S WEBSITE OR SERVICES) WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, TORT, CONTRACT, STATUTE OR ANY OTHER LEGAL THEORY.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS ON THE SCOPE AND DURATION OF SUCH WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETIES, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification

You hereby indemnify Universal Payment Network Limited and undertake to keep Universal Payment Network Limited, its staff and affiliates indemnified against any losses, damages, costs, liabilities and expenses (including without limitation reasonable legal fees and expenses) arising out of any breach by you of any provision of these Terms, or arising out of any claim that you have breached any provision of these Terms. You will indemnify and hold Universal Payment Network Limited harmless from and against any claim, suit or proceedings brought against Universal Payment Network Limited arising from or in connection with violations of intellectual property or other rights of third parties in relation to your use of the Services.

Breach of these Terms

Without prejudice to Universal Payment Network Limited's other rights under these Terms, if you breach these Terms in any way, Universal Payment Network Limited may take such action as Universal Payment Network Limited deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider requesting that your access to the website be blocked and/or bringing court proceedings against you.

Cookies

Like many other websites, we use cookies to identify you as a user and to customize and improve our Services. A cookie is a small data file that is transferred to your computer or mobile device. It enables us to remember your account log-in information, IP addresses, web traffic, number of times you visit, date and time of visits. Please refer to our Cookies Notice for more information.

Some browsers may automatically accept cookies, while some can be modified to decline cookies or alert you when a website wants to place a cookie on your computer. If you do choose to disable cookies, it may limit your ability to use our website.

Data Privacy and Protection

Universal Payment Network Limited recognizes the importance of protecting the privacy of those who visit and choose to use the Universal Payment Network Limited Services. Universal Payment Network Limited remains compliant with the Payment Card Industry Data Security Standard (PCI/DSS) requirement to the extent applicable. Please note that such requirements may be amended from time to time. With respect to all the Personal Information belonging to, and/or processed in connection with Universal Payment Network Limited or this website, such Personal Information at all times are in compliance with all Data Protection Laws in the territory, in all respects and in particular the Data Protection and Privacy Act 2019 and all applicable data protection regulation in force. Universal Payment Network Limited maintains a Privacy Notice which provides an overview of the Personal Information we collect about you or that you provide to us. By using the Universal Payment Network Limited Services, you consent to such processing and you warrant to provide accurate information.

Governing Law

These Terms shall be interpreted and governed in accordance with the Laws of the Republic of Uganda and you submit to the non-exclusive jurisdiction of the Courts located in Uganda for the resolution of any dispute.

Termination

You may terminate your agreement with Universal Payment Network Limited ceasing to use Universal Payment Network Limited Services. We may suspend or terminate our Services to you at any time, for any reason including without limitation, breach of these Terms, fraud, impersonation, etc.

Upon termination, your right to use the Universal Payment Network Limited Services or platform will immediately cease.

Prohibited and Requiring Pre-Approval Sub-Merchant Types

Sub-merchants Requiring Pre-Approval:

Universal Payment Network Limited shall not solicit or sign agreements with merchants or sub-merchants (i) in any of the following categories/businesses, or (ii) engaging in any of the following activities unless the Universal Payment Network Limited is entering into a broad-based program with a recognized referral, technology or marketplace partner that specializes in these types of activities or businesses and such program is pre-approved by Universal Payment Network Limited in its sole discretion. Such activities are as follows:

- Age Restricted products or services.
- Any Sub-merchant where the anticipated % of International Card Sales is expected to be greater than 20% of total sales.
- Marketplaces, which bring together buyers and sellers allowing for online purchases.
- Crowd Sourced Fundraising, as defined by Universal Payment Network Limited from time to time, except however, Crowd Sourced Fundraising shall not be allowed for the purchase of stock or equity, a promise made to deliver a good or service in the future, or there is no consideration in return for the payment or donation.
- Dating services.
- Internet/Mail Order Pharmacies.
- NGO / Charities.
- Money Transfer, Wire Transfers, Money Orders, Transmitters, including merchants unless registered and licensed as a Money Service Business or Money Transfer Operator.
- Payment Facilitators (unless Registered & Licensed)
- Personal Enhancement Products and/or Nutraceuticals.
- Sports Betting, sports forecasting or odds making with a monetary or material value prize or award.
- Investment or Brokerage services, including but not limited to the purchase of securities or Crypto.
- Lending services, debt repayment or collections.
- Buy Now, Pay Later Services or other installment loan services.
- Insurance services, whether as a direct underwriter, agent or broker.
- Digital Wallets, Cryptocurrency, Non-Fungible Token (NFTs) or Prepaid Card Companies.
- Neobanks or other FinTechs, who partner with licensed financial institutions to offer banking or other financial services to consumers and/or businesses.
- Businesses facilitating Money Transfer Services or other remittances.
- Travel services such as Airlines, Cruises, Timeshare, Tour Operators, Travel Agency Services, Hotels and Resorts.

- Prepaid Phone Cards and SIM Cards.
- Stored Value Services offered as a resale or on behalf of another party.
- Governmental agencies including, but not limited to: Embassies, Consulates, and Governmental Services.
- Shipping Forwarding Services or Drop Shippers.
- Cannabis products or services including dispensaries, delivery services, CBD/THC products.
- Tobacco products, including e-Cigarettes.
- Lotteries.
- Internet gambling.

Prohibited Sub-Merchants

Universal Payment Network Limited shall not solicit or sign agreements with merchants or sub-merchants (i) in any of the following categories/businesses, or (ii) engaging in any of the following activities, as may be updated by Universal Payment Network Limited in its sole discretion from time to time as they are prohibited by Universal Payment Network Limited and/or the Card Brand rules. Such activities include:

- Any product, service or activity that is deceptive, unfair, predatory or prohibited by one or more Card Brands.
- Any Merchant selling goods or services that represent a violation of any law, statute or regulation.
- Any Merchant selling products that infringe on the intellectual property rights of others, including counterfeit goods or any product or service that infringes on the copyright, trademark or trade secrets of any third party, such as many Cyberlockers.
- Any Merchant that engages in the unauthorized sale of brand name or designer products or services.
- Any Merchant accepting a card as payment for a dishonored check or for an item deemed uncollectible by another merchant.
- Any Merchant that accepts a card at a scrip-dispensing terminal.
- Adult entertainment and/or adult content websites including Electronic Commerce adult content (videotext) merchants that would include MCC's 5967, 7273 and 7841.
- Bestiality.
- Brand or reputational damaging (whether potential or otherwise) activities including Child Pornography, Escort services, Mail Order Brides, Prostitution, Massage Parlours, Occult.
- Digital Wallet, Cryptocurrency or Prepaid Companies.
- Drug Paraphernalia.
- Firearms, weapons, ammunition, gunpowder, fireworks and other explosive substances, chemicals or devices.
- Research chemicals, peptides, and other toxic, flammable or radioactive materials.
- Investment or "get rich quick" merchants, businesses or programs.
- Marijuana dispensaries and related products or services.
- Multi-Level Marketing Businesses.
- "Negative option" marketing, renewal, or continuity subscription practices; marketing activities involving low-dollar trails, "pay only for shipping," and/or "free trial" periods after which a credit card is charged periodically and/or a significantly larger amount.
- Pawn Shops.
- Pseudo Pharmaceuticals.
- Psychics and "occult" businesses.

- Quasi-Cash or Stored Value.
- Substances designed to mimic illegal drugs.
- Transacting Virtual Currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world.
- Identification Providing Services.
- Business, content, services or behaviour that promotes, glorifies or engages in unlawful violence, physical or virtual harm to property, persons, or group on the basis of race, national origin, religion, disability, gender, or sexual orientation.
- Predatory financial services including but not limited to credit counselling, wealth management, or loan consulting.
- Pornography or other adult audience products or services including images, video, audio, literature, live chat services or other media, which convey explicitly sexual behaviour.
- Bail Bond Services, Bankruptcy Lawyers, or Law Firms collecting funds for any service other than legal services fees.
- In-person gambling or sweepstakes or contests, fantasy sports leagues offering monetary or value prizes or awards.
- Bidding fee auctions.
- Using Universal Payment Network Limited's card not-present checkout flow as a virtual POS terminal for in-person card present transactions.
- Currency Exchange Services.
- Any unlawful activities/items or encouragement of the same.

Changes to the Universal Payment Network Limited Terms of Use

Universal Payment Network Limited reserves the right to change, revise or modify these Terms from time to time by updating this page. The changes will not be retroactive, and the most current version of the Terms which will always be on this page and will continue to govern our relationship with you. We will also endeavor to notify you of any material changes which could be done via email associated with your account or service notification. By continuing to use our Services after the changes become effective, you agree to be bound by the revised Terms.

General

These Terms supersede and extinguish all previous agreements between you and Universal Payment Network Limited whether written or oral, relating to its subject matter. In the event that any of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain subsisting and in full effect. Universal Payment Network Limited's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

Complaints

If you have any complaints about us and our Services, you may contact us at hello@unipaynet.com

Contact Us

Universal Payment Network Limited

Email Address: hello@unipaynet.com

Address: Plot 2B, Golf Course Road, Kololo IV, Kampala, Uganda

Hours of Operation: 9am - 6pm (Mon - Fri)