

Terms of Use

These terms of use (the “Terms”) are between you and **Whatpay Technologies Inc.** (“**Whatpay**”, “**we**”, “**us**”, or “**our**” as applicable), concerning your use of (including any access to) the **Services**, as defined below and including the **Website** and other Whatpay Materials.

By registering with Whatpay, or by using the Services, you agree to be bound by these Terms and consent to receive communications related to the Services in electronic format (as set forth in our **Electronic Disclosure Policy** available at:

[https://\[whatpay.app\]/electronic-disclosure-policy](https://[whatpay.app]/electronic-disclosure-policy)), and you affirm that you are at least eighteen (18) years of age and legally capable of entering into these Terms. You also agree to comply with our **Privacy Policy** available at: [https://\[whatpay.app\]/privacy-policy](https://[whatpay.app]/privacy-policy), which is incorporated into these Terms.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTIONS) TO RESOLVE ANY DISPUTE BETWEEN YOU AND WHATPAY THROUGH BINDING ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY **SECTION 19.10 “GOVERNING LAW AND AGREEMENT TO ARBITRATE”** BELOW FOR DETAILS REGARDING ARBITRATION.

Please read carefully all of the terms of these policies and each of the other agreements that apply to you. Your use of certain Services may be subject to additional terms and conditions, as communicated by us to you through the Service or by other means, and such additional terms and conditions are incorporated into these Terms.

These Terms contain several sections, and you should read all of them carefully. The headings are for reference only. Some capitalized terms have specific definitions that are defined in the **Glossary** or within these Terms.

If we change these Terms in a way that reduces your rights or increases your responsibilities, we will provide you with 30 days’ prior notice by posting notice on our Website at: [https://\[whatpay.app\]](https://[whatpay.app]). Your use of the Services following any changes to these Terms will constitute your acceptance of such changes. The “Last Updated” legend above indicates when these Terms were last changed. We may, at any time and without liability, modify or discontinue all or part of the Services (including access via any third-party links); charge, modify or waive certain fees related to the Services; or offer the Services, or certain of the Services, to some or all users.

1. About Whatpay

1.1 Whatpay is a corporation incorporated in Delaware. Certain Services are offered **as an authorized agent** of one or more **licensed U.S. money transmitters and/or financial institutions** (collectively, “**Licensed Partners**”) and are subject to their separate terms, conditions, and restrictions. By using or continuing to use the Services, you agree to be bound by such Licensed Partners’ terms, conditions, and restrictions, as modified from time to time. **Certain money transmission services are provided by Licensed Partners.** The applicable terms and disclosures will be made available to you in-app or via link prior to use.

1.2 The Services enable you to upload **U.S. dollars**, convert those U.S. dollars into **Local Currency**, and transmit the Local Currency to recipients located abroad as part of a single transaction (a “**Transfer**”). Whatpay facilitates Transfers from the United States to certain countries in **Africa**. We retain full discretion to refuse to accept any user or to complete any instruction to transfer, receive, send, withdraw or convert money at any time.

2. Glossary

Business Day means a day other than a Saturday, Sunday or a public holiday in the United States when financial institutions are open for business.

Whatpay Materials means any software (including without limitation developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed and provided by us or our affiliates to you, or available for download from our Website.

Local Currency means the applicable local currency in the non-U.S. countries where Whatpay permits Transfers to be transmitted. For avoidance of doubt, this currently includes **Ghanaian cedi (GHS)**, **Nigerian naira (NGN)**, **Kenyan shilling (KES)**, **Ugandan shilling (UGX)**, **Rwandan franc (RWF)**, and **West African CFA franc (XOF)** (for Senegal).

Services means all products, services, content, features, technologies or functions offered by us and all related websites, applications, and services (including the Website).

Unauthorized Transaction means when a Transfer is made from your WhatsApp account using Whatpay that you did not authorize and that did not benefit you.

Website means any webpage, including but not limited to: **[https://\[whatpay.app\]](https://[whatpay.app])** where we provide Services to you as well as our WhatsApp platform.

3. Using Our Services

3.1 Onboarding

All Services are provided through your **WhatsApp** account. You cannot use Whatpay if you do not have a WhatsApp account. In order to use some or all of the Services, you must first sign up for Whatpay, link your WhatsApp account and provide us with certain information. For legal reasons, all information you provide during the onboarding process or any time thereafter must be complete, accurate and truthful. You are responsible for keeping your contact information up-to-date. We may refuse to provide or may discontinue providing the Services to any person or entity at any time for any reason.

We treat all activities under a user's WhatsApp account to be those of the user. You must only use the Services to transact on your own account and not on behalf of any other person or entity. You may only sign up for Whatpay once unless we explicitly approve the use of multiple WhatsApp accounts. Where duplicate WhatsApp accounts are detected for a single user, Whatpay may close or merge these duplicate accounts without notification to you.

3.2 User Security

You, not Whatpay, are responsible for maintaining adequate security and control of any and all IDs, passwords, or any other details that you use to access your WhatsApp account and the Services. You must never disclose your WhatsApp account password. Keep it safe. Change your password regularly. We will never ask you to provide your password to us or to a third party. Tell us if anyone asks for your password, and contact **[support@whatpay.app]** if you are not sure about this, or any other security-related aspect of your use of Whatpay. You must never let anyone access your WhatsApp account or watch you accessing your WhatsApp account.

If you suspect your WhatsApp account, login details, password or any other security features are stolen, lost, used without authorization or otherwise compromised, you are advised to change your password. Contact us at **[+1-XXX-XXX-XXXX]** immediately if you believe your credentials have been compromised or you are suspicious about the security of your password or any other security features. The compromise of your credentials could enable thieves to access Whatpay and attempt Unauthorized Transactions. Telephoning us is the best way to minimize your risk of loss. In addition, contact us at once if your transaction history with Whatpay shows Unauthorized Transactions. We rely on you to regularly request your transactions history from Whatpay and to contact us immediately in case you have any questions or concerns.

We may (but are not obligated to) suspend your use of Whatpay or otherwise restrict your functionality if we have concerns about the security of your WhatsApp account or any of its security features; or potential unauthorized or fraudulent use of Whatpay or any of its security features.

You must make sure that your WhatsApp account, your phone and your e-mail account(s) are secure and only accessible by you, as your WhatsApp account, phone number and/or e-mail address may be used to communicate with you about the security of your use of Whatpay.

Never use any functionality that allows login details or passwords to be stored by the phone, computer or browser you are using or to be cached or otherwise recorded. Additional Whatpay products or Services you use may have additional security requirements, as notified to you by us, and you must familiarize yourself with those requirements.

3.3 Authorizing Third Parties

You may authorize third parties to initiate Transfers on your behalf using Whatpay. You acknowledge that if you authorize a third party to initiate Transfers on your behalf, we may disclose certain information about your use of Whatpay to this third party. We are not responsible for any such third party's use of Whatpay or any information about your use of Whatpay. Granting permission to a third party does not relieve you of your responsibilities under these Terms, including notifying us if your WhatsApp account has been compromised or if a Transaction is incorrect or unauthorized.

3.4 Verification

If you use certain Services, federal law requires that we verify some of your information. You authorize Whatpay to make any inquiries we consider necessary to validate your identity. These may be made directly or through third parties, including checking commercial databases or credit reports. We may need to ask you for further information, requiring you to provide your date of birth, a taxpayer identification number, address and other information that will allow us to reasonably identify you. This could include requiring you to take steps to confirm ownership of your WhatsApp account, phone number, email address or financial instruments, ordering a credit report from a credit reporting agency, or verifying your information against third party, including governmental, databases or through other sources. We may also ask to see your driver's license, passport or other identifying documents at any time. Whatpay reserves the right to close, suspend, or limit access to the Services in the event we are unable to obtain or verify this information.

4. Our Services

4.1 Uploading Money

You may upload money in U.S. dollars in order to make a Transfer (i.e., convert the currency and send it to another person abroad).

You can upload money through one or more methods, for example, bank transfer (ACH), or debit cards. The number of methods available to you will depend on a number of factors including where you live and your verification status with us, as well as other factors. Upload methods are not part of our Services, they are services provided by third parties, for example, the card provider which issued your debit card. We cannot guarantee the use of any particular

upload method and may change or stop offering a particular upload method at any time without notice to you.

We will make your Transfer as soon as possible subject to our right of reversal once your money has been uploaded.

4.1.1 Uploading Money by Direct Debit (ACH Pull)

If you choose to upload money using our automated clearinghouse (ACH) pull direct debit feature, you will need to provide your bank login details or bank account details, including your bank account number and routing number. When you choose to upload money using our ACH pull direct debit feature and provide your details, you confirm that your details are correct, that you are authorized to access and transmit funds from your bank account, that your bank account is in good standing with the account-holding financial institution, and that you have the authority to initiate an electronic funds transfer in the amount at issue to or from your bank account.

When you choose to upload money using our ACH pull direct debit feature and by providing your bank account details and requesting a Transfer, you authorize us to initiate electronic debits to your bank account through the ACH network, including any applicable fees and charges, and this authorization shall remain in effect until canceled in accordance with these Terms.

In the event that we receive a chargeback, clawback or ACH return on your upload transaction, you authorize us to debit your bank account for the amount of the chargeback plus any associated fees or to withhold funds from future uploads. As the uploader of a payment that is later invalidated for any reason, you may be liable to us for the full amount of the payment and we may recover the amount of the payment (plus any fees and costs associated with such recovery, including attorneys' fees) from you. If you make a subsequent upload, we may apply that money to amounts owed. We may suspend your access to Whatpay while any unpaid liabilities remain outstanding or close your account at our sole discretion.

4.1.2 Uploading Money by Debit Card

If you choose to upload money via debit card, provided we offer such option, you will need to provide your card details, including your card number and cardholder name. There are no minimum or maximum upload amounts required to be able to use your debit card. When you choose to upload money via debit card, you confirm that your card details are correct, that you are authorized to access and transmit funds from your card account, that your card account is in good standing with the account-holding financial institution, and that you have the authority to initiate a debit card payment in the amount at issue to or from your card account. You may authorize us to initiate debits to your bank account through card payment networks in order to process a requested Transfer, including any applicable fees and charges, and this authorization shall remain in effect until canceled in accordance with these Terms.

4.1.3 Uploading Money by ACH Push

If you choose to upload money using the ACH push, then your Transfer will remain inactive until the upload is completed. In cases where for any reason the upload is canceled or refused, then the deposit will be promptly returned to your bank account from which the upload originated. In the event that your upload is unable to be returned, then we will promptly contact you using WhatsApp.

4.1.4 Other Information About Uploading Money

No other payment methods are accepted, including cash, mailed check, credit card, wire transfer or electronic check. For legal, security, or other reasons, there may be financial limits for particular payment methods.

4.2 Currency Conversion

Our Services include the ability to convert currencies as part of a Transfer. A conversion fee (the “**Conversion Fee**”) as set out in our **Fee Schedule** [https://\[whatpay.app\]/fee-schedule](https://[whatpay.app]/fee-schedule) will usually apply when we perform a currency conversion. Additional fees may also apply. We may from time to time offer specials or promotions (each a “**Promotion**”) when the Conversion Fee will be reduced or waived. Your ability to participate in any Promotions is at Whatpay’s sole discretion. Promotions may be subject to additional terms and conditions. A currency conversion order may either be:

- a **Fixed Dollar Order** which is a currency conversion order where you indicate that you wish to convert a fixed amount of U.S. dollars in order for you or your recipient to receive the converted amount in Local Currency; or
- a **Fixed Local Currency Order** which is a currency conversion order where you indicate that you wish to convert a variable amount of U.S. dollars in order for you or your recipient to receive a fixed amount of Local Currency.

We will only process your currency conversion order if we have received the relevant funds. It is your responsibility to upload the money to fund a currency conversion order in a timely manner. We cannot be responsible for the time it takes for the money to be sent to us by your bank or payment service provider.

We reserve the right in our sole discretion to refuse any currency conversion order. Reasons for refusal may include but are not limited to an inability to match your WhatsApp account information with your bank account details, incorrect information about the recipient, or insufficient available funds. We generally will attempt to notify you of any refusal, using WhatsApp, stating (where possible) the reasons for such refusal and explaining how to correct any errors. However, we are not required to notify you if such notification would be unlawful.

Once we have received your currency conversion order, we will send you a confirmation by WhatsApp that we have received it. Each currency conversion order is given a unique

transaction number (the “**Transaction Reference Number**”) which is shown in the transaction confirmation. You should quote this Transaction Reference Number when communicating with us about a particular currency conversion order.

4.2.1 Exchange rates used to convert currency

When we refer to an exchange rate in these Terms, it means the USD exchange rate at the relevant time for the relevant Local Currency, which is typically provided by a reputable reference rate provider. We may change our reference rate provider from time to time without notice to you. When you place a currency conversion order, we will let you know the exchange rate.

5. Cancellation of a Transfer

5.1 Personal, family or household Transfers

You have the right to cancel a Transfer for personal, family or household purposes and obtain a full refund of all funds paid to us, including any fees in connection with that Transfer, within thirty (30) minutes of payment for the currency conversion order.

Transfers should be canceled using WhatsApp. If you cannot cancel from WhatsApp, you can contact us by email at **[support@whatpay.app]** or by telephone at **[+1-XXX-XXX-XXXX]**. If you contact us to cancel, you must provide us with information to help us identify the Transfer that you wish to cancel, including (i) your name, address and telephone number; (ii) the name of the person receiving the funds; (iii) the U.S. dollar amount of the Transfer; (iv) the Transaction Reference Number and (v) the intended destination location.

We will issue a refund within three (3) Business Days of your request, provided that the funds have not been picked up by the designated recipient prior to our receipt of your request for a refund. For the avoidance of doubt, you may not cancel a Transfer under any circumstances if the funds have been disbursed or deposited to the recipient.

5.2 Business or commercial Transfers

You have the right to cancel a Transfer for business or commercial purposes and obtain a full refund of all funds paid to us, including any fees in connection with that Transfer, up until the Transfer has been completed in accordance with your instructions.

Transfers should be canceled using WhatsApp. If you cannot cancel from WhatsApp, you can contact us by email at **[support@whatpay.app]** or by telephone at **[+1-XXX-XXX-XXXX]**. If you contact us to cancel, you must provide us with information to help us identify the Transfer that you wish to cancel, including (i) your name, address and telephone number; (ii) the name of the

person receiving the funds; (iii) the U.S. dollar amount of the Transfer; (iv) the Transaction Reference Number and (v) the intended destination location.

We will issue a refund within three (3) Business Days of your request, provided that the funds have not been picked up by the designated recipient prior to our receipt of your request for a refund. For the avoidance of doubt, you may not cancel a Transfer under any circumstances if the funds have been disbursed or deposited to the recipient.

5.3 Customers in California and Washington

You have the right to cancel a Transfer order for personal or business purposes and obtain a full refund of all funds paid to us, including any fees in connection with that order, up until the Transfer has been completed in accordance with your instructions.

Transfers should be canceled using WhatsApp. If you cannot cancel from WhatsApp, you can contact us by email at **[support@whatpay.app]** or by telephone at **[+1-XXX-XXX-XXXX]**. If you contact us to cancel, you must provide us with information to help us identify the Transfer that you wish to cancel, including (i) your name, address and telephone number; (ii) the name of the person receiving the funds; (iii) the U.S. dollar amount of the Transfer; (iv) the Transaction Reference Number and (v) the intended destination location.

We will issue a refund within three (3) Business Days of your request, provided that the funds have not been picked up by the designated recipient prior to our receipt of your request for a refund. For the avoidance of doubt, you may not cancel an order under any circumstances if the funds have been disbursed or deposited to the recipient.

6. Fees

The fee for a Transfer including currency conversion is set out in our **Fee Schedule** **[https://\[whatpay.app\]/fee-schedule](https://[whatpay.app]/fee-schedule)**. The Conversion Fee forms part of these Terms and is subject to change including in connection with a Promotion.

You agree to pay the Conversion Fee using one of the payment methods set out in Section 4.1 or as otherwise agreed between you and us. The Conversion Fee will be charged at the time the Transfer is completed. The Conversion Fee does not include any fees that your bank or the recipient's bank may charge. Those fees may be deducted from money you upload to Transfer.

You are responsible for any taxes which may be applicable to payments you make or receive, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

7. Transaction Statements and Requesting Transaction Records in Writing

You have the right to receive a statement showing your Whatpay activity. You may request your Whatpay statement using WhatsApp.

You may access information about all of your Transfers, including related Conversion Fees, Promotions and exchange rates, through WhatsApp. We have allocated a Transaction Reference Number to each Transfer; you should quote this Transaction Reference Number when communicating with us about a particular Transfer.

8. Terminating Whatpay

8.1 You can terminate Whatpay

You may terminate these Terms at any time by contacting us at **[+1-XXX-XXX-XXXX]**, or by email at **[support@whatpay.app]**.

You must not terminate these Terms to avoid an investigation. If you attempt to terminate these Terms during an investigation, we will be unable to do so until the investigation is fully completed. You agree that you will continue to be responsible for all obligations related to Whatpay even after you terminate these Terms.

8.2 Whatpay can terminate your access to Services

Whatpay, in its sole discretion, reserves the right to suspend or terminate these Terms, access to or use of its Website, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or some or all of the Services for any reason and at any time upon notice to you.

Reasons we may suspend or terminate your ability to use the Services include, but are not limited to:

- Your breach of any provision of these Terms or documents referred to in these Terms;
- We are requested or directed to do so by any competent court of law, government authority or agency, or law enforcement agency;
- We have reason to believe you are in violation or breach of any applicable law or regulation;

- We have reason to believe you are involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity; or
- We believe you are using your account for **Restricted Activities** (as defined below).

We may also suspend your use of the Services if your WhatsApp account has been compromised or has been used or is being used without your authorization or fraudulently or for other security reasons.

If we terminate your use of the Services for any reason, we'll provide you with notice of our actions on WhatsApp. You are responsible for all reversals, chargebacks, fees, fines, penalties and other liability incurred by Whatpay, any other Whatpay customer, or a third party, caused by or arising out of your breach of these Terms, and/or your use or the use of your authorized third parties of the Services. You agree to reimburse Whatpay, any Whatpay customer, or a third party for any and all such liability.

9. Communications Between You and Us

Whatpay may communicate with you about the Services electronically as described in our **Electronic Disclosure Policy** [https://\[whatpay.app\]/electronic-disclosure-policy](https://[whatpay.app]/electronic-disclosure-policy). You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we send it via WhatsApp or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, three (3) Business Days after we send it.

We usually contact you via WhatsApp. For this reason, you must at all times maintain a valid WhatsApp account. You are required to check for incoming messages regularly and frequently; these messages may contain links to further communications on our Website. If you don't maintain or check your messages and other methods of communications, you will miss messages about your Transfers and the Services. We cannot be liable for any consequence or loss if you don't do this.

In addition to communicating via WhatsApp, we may contact you via email, letter or telephone where appropriate. If you use any mobile services, we may, and you agree that we may, also communicate with you via SMS. Any communications or notices sent by SMS, email or WhatsApp will be deemed received the same day.

10. Issues that May Occur

10.1 Reversals and Chargebacks

If you upload a payment that is later refunded or invalidated for any reason, you are responsible for the full amount of the payment uploaded plus any fees (including any applicable chargeback fee described below). Whenever an upload is reversed, Whatpay will reverse the related Transfer.

10.1.1 Payments that are reversed

Uploads may be invalidated and reversed by Whatpay if:

- Our investigation of a bank reversal (sometimes known as an ACH return) finds that the upload was fraudulent.
- Whatpay sent a payment to you in error.
- The upload was unauthorized.
- You made the upload for activities that violated these Terms, or any other agreement between you and Whatpay.

When you upload funds, you are liable to Whatpay for the full amount of the upload plus any fees if the upload is later invalidated for any reason.

10.1.2 Chargeback Fees

If you make a debit card-funded upload and you (or a third party) pursue a chargeback for the upload with the card issuer, then Whatpay may assess you with a chargeback fee (for facilitating the chargeback process) and will charge the fee to your debit card.

10.2 Negative Refunds

If Whatpay refunds you for a Transaction after the funds have been disbursed or deposited to the recipient (a “**Negative Refund**”) the amount of that Negative Refund represents an amount you owe to Whatpay and you promise to repay the Negative Refund immediately without any notice from us. Whatpay may deduct amounts owed from money you upload. We may send you reminders or take such other reasonable actions to recover the Negative Refund from you, for example, we may use a debt collection service or take further legal actions. In order to recover the Negative Refund from you, we may convert the amount you owe us into U.S. dollars.

10.3 Error Resolution

You must make sure that the information you provide to us when you make a Transfer is accurate. Once a Transfer is processed, it cannot be reversed (except where, and to the extent,

required by applicable law) and, except as expressly set forth in these Terms, we will not be liable in any way for any loss you suffer as a result of a Transfer being carried out in accordance with your instructions (or those of a third party acting on your behalf).

If you believe there to be an error in connection with a Transfer or other problem, then you should notify Whatpay at **[+1-XXX-XXX-XXXX]** as soon as possible, but no later than 180 days of the date we disclosed to you that a Transfer has been completed.

When you do, please tell us as much of the following information as possible: (1) your name and address; (2) the error or problem with the Transfer, and why you believe it is an error or problem; (3) the name of the recipient, and if you know it, telephone number or address; (4) the dollar amount of the Transfer; and (5) the Transaction Reference Number.

11. Errors

Errors in the Case of Transfers

With regard to Transfers sent for personal, family or household purposes, and the payment amount equals or exceeds \$15 USD, the following are considered Errors:

- You paid an incorrect amount for your currency conversion order;
- Whatpay made a computational error, such as a miscalculation of the amount the recipient received;
- The amount stated in the currency conversion order receipt was not made available to the recipient, unless the problem was caused by extraordinary circumstances outside our control;
- Funds were available to the recipient later than the date of availability that was disclosed to you on the currency conversion order receipt or were not delivered, unless extraordinary circumstances outside our control caused the delay, and we could not reasonably anticipate those circumstances, or delays resulted from fraud screenings, or were caused by requirements of the Office of Foreign Assets Control or similar requirements, or the Transfer was made with fraudulent intent; and
- The list of Transfers on your statement does not reflect a Transfer that you made; and
- You did not receive any confirmation of your Transfer, such as information required to determine if a Transfer occurred.

If you believe an Error of the type described above occurred, you must duly contact us in accordance with the information above, and we will investigate and determine whether an error occurred within 90 days (although we typically do this within ten (10) business days) after you contact us.

We will inform you of our determination within three (3) Business Days after completing our investigation. If we decide that there was no Error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation. If we determine that an error has occurred, we will offer you the option of obtaining a refund or making available to the designated recipient the funds necessary to resolve the error. Please note that we are only required to refund fees where we failed to make funds available to the recipient by the date of availability we specified, unless you provided incorrect or insufficient information to us, in which case we are not required to refund fees.

We reserve the right to correct typographic errors you may make in your communications via WhatsApp, email or letter, such as misspelled addresses and city names, when such errors might cause downstream operational issues, such as database screening failures, or transaction misroutings.

12. What is not considered an Error

The following are not considered Errors:

- If you give someone access to your WhatsApp account (by giving them your login information) and they use Whatpay without your knowledge or permission. You are responsible for Transfers made in this situation;
- Invalidation and reversal of a Transfer;
- Requests for duplicate documentation or other information for recordkeeping purposes;
- An inquiry about the status of a currency conversion order (except where the funds from the order were not made available to the recipient by the disclosed date of availability);
- A change requested by the recipient of funds sent from you;
- A change in the amount or type of currency received by a designated recipient from the amount or type of currency stated in the disclosure provided you, if we relied on information provided by you in making the disclosure;
- Delays that result from Whatpay applying holds or limitations. Our decision about holds or limitations may be based on confidential risk management procedures and the

protection of Whatpay, our customers and/or service providers. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you;

- Delays based on a review of a potentially high-risk Transfer;
- Your errors in making a Transfer (for example, mistyping an amount of money that you are sending).
- Delays due to actions of third parties (e.g., your or a recipient's bank).

13. Restricted Activities

13.1 You may use our Services only for lawful purposes. You may not use our Services:

- in any way that breaches any applicable local, national, or international law or regulation, or causes Whatpay to breach any applicable law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- for anything that is abusive, harmful, or does not comply with our content standards;
- for any unsolicited or unauthorized advertising, promotional material, or any other form of spam;
- to deal in harmful programs such as viruses, spyware, or similar computer code designed to adversely affect the operation of any computer software or hardware;
- in any way that would locally or internationally evade any applicable taxes or facilitate tax evasion.

13.1.1 Unsupported businesses and transactions

We do not support businesses or transactions which are involved in any of the categories in section 13.1.1 below; such businesses or transactions may be declined. While this list is

representative, it is not exhaustive, and we reserve our right to deny our services to any customers who exceed our risk tolerance.

13.1.2 Regulated or illegal products and services:

- Adult content
- Alcohol
- Tobacco
- Cannabis
- Controlled substances
- Drug paraphernalia
- Pharmaceuticals
- Chemicals
- Counterfeit or unauthorized goods
- Gambling
- Intellectual property or proprietary rights infringement
- Products and services which are not legal in the jurisdiction where they are being offered

13.1.3 Financial and other professional services:

- Binary options
- Escrow services
- Marketplaces
- Money service businesses
- Trading Platforms
- Shell banks

- Superannuation funds
- Syndicates
- Trust and corporate service providers
- Any financial services business operating without a license where one is required

13.1.4 Other restricted activities:

- IPTV and VOIP services
- Individuals, entities, or countries subject to international sanctions
- Weaponry, military and semi-military goods and services
- Unregistered nonprofit organizations and charities
- Trusts and foundations
- Restricted and/or endangered animal species
- Multi-level marketing, pyramid schemes, get rich quick schemes, referral marketing

14. Protection from Unauthorized Transactions

To protect yourself from unauthorized activity, you should regularly review your Whatpay statements and transaction notifications. Whatpay will notify you of each Transfer by sending a message to your WhatsApp account on file. You should review these transaction notifications to ensure that each Transfer was authorized and accurately completed.

Whatpay will protect you from unauthorized activity. When this protection applies, Whatpay will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the procedures described below.

14.1 Unauthorized Transactions

An Unauthorized Transaction occurs when a Transfer is made from your WhatsApp account using Whatpay that you did not authorize and that did not benefit you. For example, if someone

steals your password, uses the password to access your WhatsApp account, and makes a Transfer, an Unauthorized Transaction has occurred.

14.2 What is not considered an Unauthorized Transaction

The following are not considered Unauthorized Transactions:

- If you give someone access to your WhatsApp account (by giving them your login information) and they use Whatpay without your knowledge or permission. You are responsible for Transfers made in this situation.
- Invalidation and reversal of a Transfer.

14.3 Reporting an Unauthorized Transaction

If you believe your WhatsApp login information has been lost or stolen, call **[+1-XXX-XXX-XXXX]** or email us at: **[support@whatpay.app]**.

Tell us right away if you believe your WhatsApp login information has been lost or stolen, or if you believe that Transfers have been made without your permission using your WhatsApp login information. If you tell us within 60 days after we provide you with your Whatpay statement showing Transfers you did not make, you will be eligible for 100% protection for Unauthorized Transactions.

If your Whatpay statement shows Transfers that you did not make, including those made with your WhatsApp login information or by other means, tell us at once. If you do not tell us within 60 days after we provided the statement to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

15. Complaints

If you have a question or complaint regarding the Services, please send an e-mail to **[support@whatpay.app]**. You may also contact us by writing to **Whatpay Technologies Inc., [Mailing Address], [City], [State] [ZIP]** or by phone or WhatsApp at **[+1-XXX-XXX-XXXX]**. Please note that e-mail and WhatsApp communications will not necessarily be secure; accordingly you should not include bank account or debit card information or other sensitive information in your e-mail correspondence with us.

In addition to reporting complaints against Whatpay directly to Whatpay as described in the paragraph above, if you are a California resident, you may direct complaints to the **California**

Department of Financial Protection and Innovation (DFPI) by mail at Department of Financial Protection and Innovation, Attn: Consumer Services, 2101 Arena Blvd, Sacramento, CA 95834 or online through its website at <https://dfpi.ca.gov/file-a-complaint/>. Assistance is available by phone at **866-275-2677**.

Florida residents may direct complaints to: **Florida Department of Financial Services** in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at **1-800-342-2762**.

New York residents may direct complaints to regulatory authorities at: **Consumer Assistance Unit, NYS Department of Financial Services, One Commerce Plaza, Albany, NY 12257; 1-877-BANK-NYS (1-877-226-5697); <https://www.dfs.ny.gov/complaint>**.

16. Information Security

You are responsible for configuring your information technology, computer programs and platform in order to access our Services. You should use your own virus protection software. You must not misuse our Services by introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful. You must not attempt to gain unauthorized access to the Services, our servers, computers or databases. You must not attack the Services, including via WhatsApp with any type of denial-of-service attack. By breaching this provision, you would commit a criminal offence under applicable law, including the Computer Fraud and Abuse Act (18 U.S.C. § 1030). We may report any such breach to the relevant law enforcement authorities and we may co-operate with those authorities by disclosing your identity or other information to them. In the event of such a breach, your right to access and use our Services will cease immediately without notice, and you must immediately cease all such access and use.

17. Third Party Materials

Certain Services functionality may make available access to information, products, services and other materials made available by third parties ("**Third Party Materials**") or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in these Terms shall be deemed to be a representation or warranty by us with respect to any Third Party

Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through WhatsApp, the Website or otherwise at any time. In addition, the availability of any Third Party Materials through WhatsApp, the Website or otherwise does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Materials (such as terms of service or privacy policies of the providers of such Third Party Materials).

18. Fraud Prevention

18.1 Introduction

Welcome to Whatpay! This Terms of Service Agreement (“Agreement”) constitutes a contract between you (“the User”) and Whatpay (“the Company”), governing your use of the Whatpay account and related services. By registering for and using Whatpay services, you agree to comply with all terms and conditions outlined in this Agreement. If you do not agree with any part of this Agreement, you must discontinue use of Whatpay services immediately.

18.2 Eligibility and Registration

To use Whatpay services, you must:

- Register by creating a Whatpay Account and agree to be bound by these Terms.
- Provide accurate, complete, and current information during registration and maintain your account information up to date.
- Not be in breach of any Terms.
- Not have a blocked or suspended Whatpay Account or have had an account previously closed by Whatpay due to breach of Terms.
- Not have a duplicate active account.

Whatpay retains the right to request additional documents and/or information for verification purposes and may verify personal and identity information with credit reference or fraud prevention agencies.

18.3 Account Security

You are responsible for maintaining the confidentiality of your Whatpay account credentials. You must notify Whatpay immediately of any unauthorized use of your account or any other breach of security. Whatpay is not liable for any loss or damage arising from your failure to secure your account credentials.

18.4 Fraud Risk and Transaction Reviews

Whatpay may review and place holds on transactions that are deemed high risk. Transactions may be delayed or canceled for compliance, fraud prevention, or risk management purposes. Whatpay utilizes proprietary fraud and risk modeling tools to assess transaction risks and may require additional verification steps from users before processing certain transactions.

From time to time, as a precautionary measure, Whatpay may utilize a **Penny Test** to verify your payment method is valid and yours. This involves a small temporary charge (between \$0.01 and \$0.99) to your card, refunded automatically once confirmed. Refunds typically depend on your bank's processing time. Disputing this small charge could delay verification and limit your access to Whatpay services.

18.5 Unauthorized Transactions

An Unauthorized Transaction is defined as a payment sent from your Whatpay account without your explicit authorization and from which you did not benefit. Transactions made by individuals to whom you have given your login information, even if they exceed their authority, are not considered unauthorized. Users must notify Whatpay immediately upon discovering an unauthorized transaction.

18.6 CONSUMER FRAUD WARNINGS

Whatpay provides warnings to users about common scams, including but not limited to:

- **Account Takeover and Impersonation Scams:**
 - A scammer fraudulently takes over a legitimate sender's account, sends a transfer to an accomplice.
 - A fraudster impersonates Whatpay and tricks you into sending money or payment details to an accomplice.
- **Accidental Payment Scam:** A scammer fraudulently takes a legitimate sender's account, sends a transfer, then claims it was accidental, and requests a cancellation and refund. Users should verify such claims thoroughly and contact Whatpay support for assistance.

Users are advised to remain vigilant, and verify claims and transactions on their own account.

18.7 Account Closure and Suspension

Your Whatpay account does not expire and remains valid until canceled by either you or Whatpay. Whatpay may automatically cancel your account if it remains inactive for 18 consecutive months. You may close your account at any time by providing written notice to Whatpay. Whatpay reserves the right to cancel or suspend an account without prior notice if:

- You breach any significant part of these Terms.
- You act in a threatening or abusive manner towards Whatpay staff or representatives.
- Whatpay has concerns about the security of your account.
- Whatpay suspects unauthorized or fraudulent use of your account.
- Whatpay suspects that your funding source is not issued in your name or belongs to a third party.
- Compliance with the law necessitates such action.

18.8 Promotional Offers

To qualify for and receive any promotional offers or credits, users must meet the requirements specified in the Offer. Offers can only be redeemed for Whatpay transactions on **[whatpay.app]** or via the Whatpay WhatsApp experience. Offers cannot be transferred, copied, or combined unless otherwise indicated. Whatpay reserves the right to modify or cancel offers at any time without prior notice.

18.9 Anti-Fraud Measures for New Accounts

Whatpay implements stringent measures to prevent fraudulent activity when opening new accounts. This includes the requirement for additional documents and identity checks to verify user information. Whatpay may utilize credit reference or fraud prevention agencies to authenticate personal and identity information provided by users.

18.10 Compliance with Laws

Users agree to comply with all applicable laws and regulations while using Whatpay services. Whatpay reserves the right to report any suspicious or illegal activities to the appropriate authorities.

18.11 Amendments

Whatpay may amend this Agreement at any time. If amendments reduce user rights or increase user responsibilities, Whatpay will provide notice at least 21 days before the changes take effect. Continued use of Whatpay services after any amendments become effective constitutes acceptance of the updated terms.

18.12 Data Privacy

Whatpay is committed to protecting your privacy. By using Whatpay services, you agree to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy. Whatpay may share your information with fraud prevention agencies, law enforcement, or other regulatory bodies as required by law.

18.13 Limitation of Liability

To the fullest extent permitted by law, Whatpay shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the Whatpay services;
- Any unauthorized access to or use of our services and/or any personal information stored therein;
- Any interruption or cessation of transmission to or from our services;
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our services by any third party;
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Whatpay services.

18.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Whatpay operates, without regard to its conflict of law principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

By using Whatpay services, you acknowledge that you have read, understood, and agreed to this Terms of Service Agreement. This Agreement ensures a secure and compliant environment for all users, enhancing trust and reliability in Whatpay's cross-border money transfer services.

19. Whatpay's Rights

19.1 Limitation on Whatpay's Liability, Indemnity and Release

In this section, we use the term "Whatpay" to include Whatpay Technologies Inc. and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

In no event shall Whatpay be liable for lost profits or for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind, under any contract, tort (including negligence), strict liability or other theory, including damages for loss of profits, use or data, loss of other intangibles, loss of business, loss of security of any information or other materials (including unauthorized interception by third parties of any information or other materials), even if advised in advance of the possibility of such damages or losses, however arising, including negligence, unless and to the extent prohibited by law. Our liability to you or any third parties in any circumstance is limited to the lesser of (i) the actual amount of direct damages or (ii) **\$100**.

In addition, to the extent permitted by applicable law, Whatpay is not liable, and you agree not to hold Whatpay responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, WhatsApp, our Website, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, or any of the Services; (2) delays or disruptions in WhatsApp, our Website, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or any of the Services; (3) viruses or other malicious software obtained by accessing WhatsApp, our Websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or any of the Services or any Website or service linked to our Websites, software or any of the Services; (4) glitches, bugs, errors, or inaccuracies of any kind in WhatsApp or our Website, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or any of the Services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your use of the Services; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to these Terms or any other Whatpay policy.

19.2 Indemnity

Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless Whatpay and its affiliates, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees

(including attorneys' fees) arising out of or relating to (a) your or your authorized third parties' use of, or activities in connection with, the Services; and (b) any violation or alleged violation by you of these Terms or applicable law.

19.3 Release

If you have a dispute with any other Whatpay user or a third party that you send money to, you release Whatpay from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. In entering into this release you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

19.4 Service Availability

We will try to make sure our Services are available to you when you need them. However, we do not guarantee that our Services will always be available or be uninterrupted. We have the right to suspend, withdraw, discontinue or change all or any part of our Services without notice. We will not be liable to you if for any reason our Services are unavailable (in whole or in part) at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Services (including all hardware and telecommunications services).

19.5 Disclaimer of Warranty

The Services are provided "As-Is," "Where Is," and "Where Available" and without any representation or warranty, whether express, implied or statutory. Whatpay specifically disclaims any implied warranties with respect to the Services to the fullest extent permissible under applicable law, including the warranties of merchantability, fitness for a particular purpose, non-infringement and title.

19.6 Insolvency Proceedings

If any type of bankruptcy or insolvency proceeding (e.g., a proceeding commenced under any provision of the United States Bankruptcy Code) is commenced by or against you, we'll be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of these Terms or requests that we supply information in connection with such proceeding.

19.7 Intellectual Property

Whatpay logos are all logos related to the Services that are either trademarks or licensors. You may not copy, imitate, modify or use them without Whatpay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks,

and/or trade dress of Whatpay. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by Whatpay for the purpose of directing web traffic to the Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes Whatpay or the Services or display them in any manner that implies Whatpay's sponsorship or endorsement. All right, title and interest in and to the Whatpay Websites, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Whatpay and its licensors.

19.8 Translation of These Terms

Any translation of these Terms is provided solely for your convenience and is not intended to modify the terms of these Terms. Only the English language version of these Terms is an official version. In the event of a conflict between the English version of these Terms and any translated version, the English version shall control.

19.9 Privacy

Protecting your privacy is very important to us. Please review our **Privacy Policy** at: [https://\[whatpay.app\]/privacy-policy](https://[whatpay.app]/privacy-policy) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

19.10 Governing law and Agreement to Arbitrate

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in these Terms, the laws of the **State of New York**, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute that has arisen or may arise between you and Whatpay, and regardless of your location. Except for disputes that qualify for small claims court, all disputes arising out of or related to these Terms or any aspect of the relationship between you and Whatpay, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding **arbitration** before a neutral arbitrator instead of in a court by a judge or jury and you agree that Whatpay and you are each waiving the right to trial by a jury. You agree that any arbitration under these Terms will take place on an **individual basis**; class arbitrations and class actions are not permitted and you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the **American Arbitration Association ("AAA")** under its **Consumer Arbitration Rules**, as amended by these Terms. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent

injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

19.11 Whatpay is a payment service provider

Our relationship with you under these Terms is as a **payment service provider and authorized agent** of Licensed Partners, and Whatpay is an independent contractor for all purposes. Whatpay is not your agent or trustee.

19.12 Unlawful internet gambling notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through Whatpay or your relationship with Whatpay. Restricted transactions generally include, but are not limited to, transactions in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

19.13 Export Controls

You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

19.14 Other Information About these Terms

You may not transfer or assign any rights or obligations you have under these Terms without Whatpay’s prior written consent. Whatpay may transfer or assign these Terms or any right or obligation under these Terms at any time.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If we delay in asking you to do certain things or in taking action, it will not prevent us taking steps against you at a later date.

Our failure to act with respect to a breach of any of your obligations under these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

These Terms are the entire agreement between you and us relating to the subject matter hereof, and supersede any and all prior or contemporaneous written or oral agreements or understandings. These Terms are between you and us. No other person shall have any rights to enforce any of these Terms. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us.

Money transfers

Send money to Ghana
Send money to Nigeria
Send money to Kenya
Send money to Uganda
Send money to Rwanda
Send money to Senegal

Cash transfers (origin cities in the U.S.)

Sending money from Washington, DC
Sending money from Miami, FL
Sending money from Orlando, FL
Sending money from Baltimore, MD
Sending money from Fort Lauderdale, FL
Sending money from Atlanta, GA
Sending money from Tucson, AZ
Sending money from Phoenix, AZ
Sending money from Chicago, IL