

PIQPAY – Terms and Conditions

Effective Date: 01.03.2025

Last Updated: 01.03.2025

Please read these Terms and Conditions (“Terms”) carefully before using the services provided by PIQPAY Platform (“PIQPAY”, “we”, “us”, or “our”). By accessing or using any part of the PIQPAY platform, website, or services, you agree to be bound by these Terms.

If you do not agree with any part of these Terms, you may not use our services.

1. Definitions

- **“Client”** – A business entity that enters into agreement with PIQPAY to access the platform and services.
 - **“Platform”** – The PIQPAY technology infrastructure, including APIs, dashboard, and related software solutions.
 - **“Services”** – Payment orchestration, routing, aggregation, monitoring, and other tools provided via the Platform.
 - **“Third-Party Providers”** – External payment service providers, acquirers, banks, and financial institutions integrated through the Platform.
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2. Eligibility and Registration

To use the Services, you must:

- Be a legally incorporated and validly existing business entity;
- Have full authority to bind your business to these Terms;
- Complete our onboarding and **KYB** process, including identity and business verification;

- Not be located in or operate from a sanctioned or restricted jurisdiction.

PIQPAY reserves the right to accept or reject any client at its sole discretion.

3. Services Overview

PIQPAY provides a unified platform that enables Clients to:

- Integrate with multiple PSPs via a single API;
- Configure smart transaction routing and cascading;
- Monitor real-time payment analytics;
- Manage reconciliation, settlement, and reporting.

PIQPAY does **not** operate as a payment institution, bank, or money remitter. We do not hold, process, or transmit funds on behalf of clients or their end users.

4. Client Responsibilities

The Client bears **full and sole responsibility** for all actions, configurations, transactions, and usage of the Platform. In particular, the Client agrees to:

- Use the Services in compliance with all applicable laws and regulations, including AML, CTF, data protection, and consumer protection laws;
- Maintain the confidentiality and security of API keys, credentials, and integrations;
- Accurately configure payment routing, transaction rules, and technical workflows;
- Monitor and ensure compliance of their own merchants, sub-merchants, and users;
- Resolve all disputes related to payment processing, chargebacks, or settlement directly with the respective PSP or acquirer.

PIQPAY **does not accept any liability or responsibility** for transactions initiated or processed through third-party services, nor for any losses or disputes arising from client-side implementation or business decisions.

5. Third-Party Services

PIQPAY facilitates technical access to integrated third-party providers but does not control or guarantee their services, performance, or availability. All payment processing is subject to the terms, conditions, and regulatory obligations of the respective provider.

You acknowledge and agree that:

- PIQPAY is not a party to your contractual agreements with PSPs;
 - All disputes related to payment execution, fund settlements, or chargebacks must be resolved directly with the respective provider.
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6. Fees and Billing

Fees for using the Platform are outlined in the applicable **Service Agreement** or **Order Form**. PIQPAY may charge:

- Fixed monthly platform fees;
- Usage-based transaction fees;
- Integration or professional service charges.

Invoices are payable within the agreed terms. Late payments may result in suspension of service.

7. Data Protection

PIQPAY does **not collect, store, or process personal data** of end users or cardholders on behalf of Clients.

Accordingly:

- Clients are solely responsible for the lawful collection, processing, and protection of any personal or transactional data that passes through or is linked to their use of the Platform;
- Clients must implement appropriate technical and organizational measures to comply with applicable data protection regulations (e.g., GDPR, CCPA, local laws);
- PIQPAY assumes no liability for data breaches, compliance failures, or end-user disputes related to personal data.

If required for legal or technical reasons, PIQPAY may enter into a separate **Data Processing Agreement (DPA)** upon Client request.

8. Prohibited Activities

Clients are prohibited from using the Platform for:

- Illegal or fraudulent transactions;
- Sanctions evasion or activity in FATF high-risk jurisdictions;
- Any action that may compromise the integrity, security, or performance of the Platform.

PIQPAY reserves the right to suspend or terminate access to the Platform for any activity deemed to be in breach of this section.

9. Intellectual Property

All intellectual property rights in the Platform, software, and documentation are owned or licensed by PIQPAY. You are granted a limited, non-exclusive, non-transferable license to access and use the Platform for your internal business purposes only.

You may not:

- Reverse-engineer, decompile, or modify any part of the Platform;

- Use PIQPAY branding without prior written permission.
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10. Confidentiality

Each party agrees to keep confidential any proprietary, technical, or business information disclosed under the Agreement. This obligation shall survive termination of these Terms for a period of **5 years**, except for trade secrets which remain protected indefinitely.

11. Disclaimer of Warranties

The Platform is provided “**as is**” and “**as available**”. PIQPAY makes no warranties, express or implied, regarding:

- Continuous availability or error-free operation of the Platform;
 - Suitability of the Services for your specific use case;
 - Performance of third-party integrations.
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12. Limitation of Liability

To the maximum extent permitted by law, PIQPAY shall not be liable for:

- Any indirect, incidental, or consequential damages;
- Loss of revenue, business, or data;
- Issues caused by third-party PSPs or financial institutions.

In all cases, PIQPAY’s total liability under this Agreement shall be limited to the total fees paid by you in the previous **12 months**.

13. Termination

Either party may terminate the relationship with prior written notice as defined in the Master Service Agreement. Upon termination:

- All outstanding fees shall become immediately due;
 - Your access to the Platform will be revoked;
 - You must cease use of all software, APIs, and documentation.
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14. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the **Hong Kong Special Administrative Region (HKSAR)**, without regard to its conflict of law principles.

Any dispute, controversy, or claim arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, breach, or termination, shall be referred to and finally resolved by **arbitration in Hong Kong** under the **Hong Kong International Arbitration Centre (HKIAC) Administered Arbitration Rules** in force at the time of the commencement of the arbitration.

- The **seat of arbitration** shall be Hong Kong.
- The **language** of the arbitration shall be English.
- The **tribunal shall consist of one (1) arbitrator**, unless the parties agree otherwise.

The award rendered by the arbitrator shall be final and binding on both parties. Judgment upon the award may be entered in any court having jurisdiction thereof.


Nothing in this clause shall prevent either party from seeking interim or injunctive relief before any competent court where necessary to protect its rights pending arbitration.


15. Amendments

PIQPAY reserves the right to update these Terms from time to time. Clients will be notified of any material changes. Continued use of the Platform after changes take effect constitutes acceptance of the revised Terms.

16. Contact Information

For any questions regarding these Terms, please contact us:

 **Email:** legal@piqpay.com

 **Website:** <https://www.piqpay.com>