

Fusepay Terms of Service v1.1

Fusepay Terms of Service (v1.1)

Effective Date: 01 August 2025

These Terms of Service ("Agreement") constitute a legally binding agreement between you ("Customer", "Client", or "you") and **Fusepay Pty Ltd** ("Fusepay", "we", "our", or "us"), a Payment Service Provider licensed by the Central Bank of Seychelles under the *National Payment System Act, 2014* and the *Electronic Money Regulations, 2022*.

By creating an account, using our services, or clicking "Agree and Create Account," you agree to be bound by these Terms of Service, our Privacy Policy, Terms and Conditions, and any Fee Schedule or Special Agreement that may apply.

1. Scope of Services

Fusepay provides licensed digital payment and e-money services to registered businesses in Seychelles, including but not limited to:

- Issuance and redemption of electronic money
- Instant Transfers and FuseCheq processing
- Digital wallet and virtual account access
- Transaction reporting and statements
- Vendor and order management tools
- Any additional services made available via the platform

These services are available only to businesses legally registered in the Republic of Seychelles.

2. Customer Obligations

By using the Fusepay platform, you agree to:

- Use the services only for lawful business purposes
- Provide complete and accurate business and personal information during onboarding and updates
- Keep your login credentials, PIN, and device secure
- Notify us immediately in case of unauthorized access or suspected fraud
- Comply with all applicable laws, including AML/CFT regulations and CBS guidelines

You agree not to use the platform for personal transfers or for transactions prohibited under applicable law.

3. Fees and Billing

You agree to pay fees as outlined in the applicable Fee Schedule, including:

- **Instant Transfers:** 0.1% from sender and 0.1% from receiver
- **FuseCheq:** 0.3% from sender and 0.3% from receiver
- **FuseCheq Overdue Fee:** SCR 125
 - (SCR 100 credited to the receiver, SCR 25 retained by Fusepay)

3.1 If your account does not have sufficient balance when a FuseCheq is due, the SCR 125 Overdue Fee will still apply, and your account balance may go negative. You must top up your account promptly to restore a positive balance.

3.2 Fusepay may revise fees from time to time with 30 days notice. Continued use of the service after such notice constitutes acceptance.

3.3 Customers with a custom plan may be subject to different pricing under a separate Special Fee Agreement.

3.4 All fees are exclusive of applicable taxes unless stated otherwise.

4. FuseCheq Processing Conditions

4.1 Scheduled FuseCheq payments will only be processed if the full amount is available in your Fusepay account at the time of settlement.

4.2 Fusepay does not support partial settlements or queueing of unpaid FuseCheqs. If funds are insufficient, the payment will fail and an Overdue Fee will be applied.

4.3 It is your responsibility to ensure that the required funds are available before the scheduled FuseCheq date. Repeated failures to fund scheduled payments may result in account suspension or restrictions.

5. Negative Balances

5.1 Fusepay may deduct fees, penalties, or charges even if your account does not have sufficient balance. In such cases, your balance will become negative.

5.2 You are required to top up your account to settle the negative balance immediately. Fusepay may restrict platform access or services until your account is restored to a positive balance.

5.3 Fusepay reserves the right to initiate recovery efforts or report long-standing negative balances in accordance with applicable law.

6. Account Suspension or Termination

6.1 Fusepay reserves the right to suspend, restrict, or terminate your access if:

- You breach these Terms
- You provide false or incomplete information
- There is suspected fraud or regulatory violation
- Directed by a competent authority or legal order

6.2 Fusepay may freeze or hold funds during investigations or legal reviews. Upon termination, remaining balances (after deductions) will be settled in accordance with our regulatory obligations.

7. Account Closure and Settlement Obligations

7.1 You may request account closure through the platform or by contacting support. Before your request can be processed, you must settle any:

- Outstanding transaction fees
- FuseCheq dues or overdue charges
- Negative wallet balances
- Compliance or audit obligations

7.2 Fusepay may delay account closure or restrict fund withdrawals until all obligations are fulfilled.

7.3 Any residual funds, once settled, will be transferred to your linked business bank account per our standard settlement process.

8. Data Protection and Confidentiality

Fusepay collects and processes your data in accordance with the *Data Protection Act, 2022*, the *AML/CFT Act, 2020*, and our Privacy Policy.

We implement technical, operational, and legal safeguards to protect your information. Both parties agree to treat non-public information exchanged through the service as confidential.

9. Service Availability and Support

Fusepay provides access to the platform on a best-effort basis. While we aim for continuous availability, services may be temporarily suspended for maintenance, upgrades, or compliance requirements.

Support is available via call or at help@fusepay.app during business hours.

10. Limitation of Liability

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

- Indirect or consequential damages
- Loss of business, revenue, or profits
- Transactions performed using valid credentials or device

- Downtime or service interruptions beyond our control

Our aggregate liability is limited to the total fees paid by you in the three (3) months preceding any claim.

11. Amendments

We may revise these Terms periodically. Material changes will be communicated via email, app notification, or your Fusepay dashboard with 30 days prior notice. Continued use after the effective date constitutes acceptance of the revised Terms.

12. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of Seychelles. Any dispute shall be submitted to the exclusive jurisdiction of the Seychelles courts. Unresolved complaints may also be escalated to the Central Bank of Seychelles.

13. Acknowledgment and Consent

By using the Fusepay platform or clicking "Agree and Create Account," you:

- Confirm that you have read and accepted the **Terms of Service**
- Acknowledge and agree to the **Terms & Conditions, Privacy Policy**, and the applicable **Fee Schedule**
- Consent to the electronic delivery of notices, disclosures, statements, and legal agreements related to your use of Fusepay services