**Vision**

To provide eCommerce Services and innovative payment solutions to customers and Merchants.

**Mission**

To Provide Merchants and consumers with innovative eCommerce and secure payment solutions, easy access to different products and services from our top merchants, while maintaining the highest level of integrity and reliability of our superb products and services.

S&G global pay is an online Social Payment platform that allows customers and businesses to shop, pay for services, and more in a safe and secure online environment.

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#### **Generic Terms And Conditions.**

Please read these terms and conditions ("Terms", "terms and conditions") carefully before using SG PAy (Payment and social media services) operated by SG Global/Global pay ("us", 'we", "our"). SG Pay may at any time update its policies to meet new local and international standards.

**Conditions of Use**

We will provide services to you, which are subject to the conditions stated below in this document. Every time you visit this website/Platform, use its services, or make a purchase, you accept the following conditions. This is why we urge you to read them carefully.

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# **General Terms**

By accessing and placing an order with S&G Global pay, you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any email or other type of communication between you and S&G Global pay.

Under no circumstances shall S&G Global pay team be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if S&G Global pay team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

S&G Global pay will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment. This Terms & Conditions was created with [Termify](https://termify.io/).

# **License**

S&G Global pay grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the website/app strictly in accordance with the terms of this Agreement.

These Terms & Conditions are a contract between you and S&G Global pay (referred to in these Terms & Conditions as "S&G Global pay", "us", "we" or "our"), the provider of the S&G Global pay website and the services accessible from the S&G Global pay website (which are collectively referred to in these Terms & Conditions as the "S&G Global pay Service").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the S&G Global pay Service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

# **Definitions and key terms**

To help explain things as clearly as possible in this Terms & Conditions, every time any of these terms are referenced, are strictly defined as:

* Cookie: small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, and remember information about you such as your language preference or login information.
* Company: when these terms mention “Company,” “we,” “us,” or “our,” it refers to S&G Global pay, that is responsible for your information under this Terms & Conditions.
* Country: where S&G Global pay or the owners/founders of S&G Global pay are based, in this case is Jamaica
* Device: any internet connected device such as a phone, tablet, computer or any other device that can be used to visit S&G Global pay and use the services.
* Service: refers to the service provided by S&G Global pay as described in the relative terms (if available) and on this platform.
* Third-party service: refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
* Website: S&G Global pay’s site, which can be accessed via this URL:
* You: a person or entity that is registered with S&G Global pay to use the Services.
* Customer: refers to the company, organization or person that signs up to use the sgpayjamaica Service to manage the relationships with your consumers or service users.
* Device: any internet connected device such as a phone, tablet, computer or any other device that can be used to visit sgpayjamaica and use the services.
* Service: refers to the service provided by sgpayjamaica as described in the relative terms (if available) and on this platform.
* Website: sgpayjamaica."’s" site, which can be accessed via this URL: https://sgpayjamaica.com/
* You: a person or entity that is registered with sgpayjamaica to use the Services.
* Cookie: small amount of data generated by a website and saved by your web browser. It is used to identify your browser,

provide analytics, remember information about you such as your language preference or login information.

* Customer: refers to the company, organization or person that signs up to use the sgpayjamaica Service to manage the relationships with your consumers or service users.
* IP address: Every device connected to the Internet is assigned a number known as an Internet protocol (IP) address.These numbers are usually assigned in geographic blocks. An IP address can often be used to identify the location from which a device is connecting to the Internet.
* Personnel: refers to those individuals who are employed by sgpayjamaica or are under contract to perform a service on behalf of one of the parties.
* Personal Data: any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.
* Service: refers to the service provided by sgpayjamaica as described in the relative terms (if available) and on this Platform.
* Third-party service: refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
* Website: sgpayjamaica's site, which can be accessed via this URL: <https://sgpayjamaica.com/>
* Marketplace

Means a type of e-commerce site that facilitates the sale of products or services by multiple third-party retailers through an online platform. The main function of a marketplace is facilitating sales by bringing buyers and retailers together.

* Marketplace Service Provider

means a Merchant who, through a Marketplace, handles payments for sales and refunds on behalf of the retailers that sell goods and services on their e-commerce site and receives settlements on their behalf.

* Payment Gateway Service

Means the facility made available by the S&G Global PAy and its third party financial partners which permits Merchants to accept payments via E-Commerce and perform E-Commerce Transaction and includes the software, systems, and hardware used to provide the Payment Gateway Service. In the Direct acceptance of credit and debit cards.

* High Risk Merchant

Any entity that may pose a risk to S&G Global Pay and its Financial Partners.

* Tax. (Jamaica)

Tax is charged directly on personal income and is considered one of the country’s main sources of revenue which provides necessary income for the Government to finance its expenditure on services such as education, health care, roads, national and social security.The income tax Threshold is 1.5 million Jamaican Dollars.

# **Restrictions**

You agree not to, and you will not permit others to:

* License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the website/app or make the platform available to any third party.
* Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the website/app.
* Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of S&G Global pay or its affiliates, partners, suppliers or the licensors of the website/app.

# **Payment**

If you register to any of our recurring payment plans, you agree to pay all fees or charges to your account for the Service in accordance with the fees, charges and billing terms in effect at the time that each fee or charge is due and payable. Unless otherwise indicated in an order form, you must provide S&G Global pay with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) (“Payment Provider”) as a condition to signing up for the Premium plan. Your Payment Provider agreement governs your use of the designated credit card account, and you must refer to that agreement and not these Terms to determine your rights and liabilities with respect to your Payment Provider. By providing S&G Global pay with your credit card number and associated payment information, you agree that S&G Global pay is authorized to verify information immediately, and subsequently invoice your account for all fees and charges due and payable to S&G Global pay hereunder and that no additional notice or consent is required. You agree to immediately notify S&G Global pay of any change in your billing address or the credit card used for payment hereunder. S&G Global pay reserves the right at any time to change its prices and billing methods, either immediately upon posting on our Site or by e-mail delivery to your organization’s administrator(s).

Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by you.

No contract will exist between you and S&G Global pay for the Service until S&G Global pay accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

You are responsible for any third-party fees that you may incur when using the Service.

# **Return and Refund Policy**

Thanks for shopping at S&G Global pay. We appreciate the fact that you like to buy the products and services we and our Merchants provide. We also want to make sure you have a rewarding experience while you’re exploring, evaluating, and purchasing our products and services.

As with any shopping experience, there are terms and conditions that apply to transactions at S&G Global pay. We’ll be as brief as our attorneys will allow. The main thing to remember is that by placing an order or making a purchase at S&G Global pay, you agree to the terms along with S&G Global pay’s Privacy Policy.

If, for any reason, You are not completely satisfied with any good or service that we provide, don't hesitate to contact us and we will discuss any of the issues you are going through with our product.

# **Your Suggestions**

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to S&G Global pay with respect to the website/app shall remain the sole and exclusive property of S&G Global pay.

S&G Global pay shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

# **Your Consent**

We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our website/app, registering an account, or making a purchase, you hereby consent to our Terms & Conditions.

# **Links to Other Websites**

This Terms & Conditions applies only to the Services. The Services may contain links to other websites not operated or controlled by S&G Global pay. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms & Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website’s own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

# **Cookies**

S&G Global pay uses "Cookies" to identify the areas of our website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our website/app but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the website/app as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies.

# **Changes To Our Terms & conditions**

You acknowledge and agree that S&G Global pay may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at S&G Global pay’s sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform S&G Global pay when you stop using the Service. You acknowledge and agree that if S&G Global pay disables access to your account, you may be prevented from accessing the Service, your account details or any files or other materials which is contained in your account.

If we decide to change our Terms & conditions, we will post those changes on this page, and/or update the Terms & conditions modification date below.

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# **Modifications to Our website/app**

S&G Global pay reserves the right to modify, suspend or discontinue, temporarily or permanently, the website/app or any service to which it connects, with or without notice and without liability to you.

# **Updates to Our website/app**

S&G Global pay may from time to time provide enhancements or improvements to the features/ functionality of the website/app, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the website/app. You agree that S&G Global pay has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the website/app to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the website/app, and (ii) subject to the terms and conditions of this Agreement.

# **Third-Party Services**

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").

You acknowledge and agree that S&G Global pay shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. S&G Global pay does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

# **Term and Termination**

This Agreement shall remain in effect until terminated by you or S&G Global pay.

S&G Global pay may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from S&G Global pay, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the website/app and all copies thereof from your computer.

Upon termination of this Agreement, you shall cease all use of the website/app and delete all copies of the website/app from your computer.

Termination of this Agreement will not limit any of S&G Global pay's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

# **Copyright Infringement Notice**

If you are a copyright owner or such owner’s agent and believe any material on our website/app constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the a statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

# **Indemnification**

You agree to indemnify and hold S&G Global pay and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the website/app; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

# **No Warranties**

The website/app is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, S&G Global pay, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the website/app, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, S&G Global pay provides no warranty or undertaking, and makes no representation of any kind that the website/app will meet your requirements, achieve any intended results, be compatible or work with any other software, website/apps, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither S&G Global pay nor any S&G Global pay's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the website/app, or the information, content, and materials or products included thereon; (ii) that the website/app will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the website/app; or (iv) that the website/app, its servers, the content, or e-mails sent from or on behalf of S&G Global pay are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

# **Limitation of Liability**

Notwithstanding any damages that you might incur, the entire liability of S&G Global pay and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the website/app.

To the maximum extent permitted by applicable law, in no event shall S&G Global pay or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the website/app, third-party software and/or third-party hardware used with the website/app, or otherwise in connection with any provision of this Agreement), even if S&G Global pay or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

# **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This Agreement, together with the Privacy Policy and any other legal notices published by S&G Global pay on the Services, shall constitute the entire agreement between you and S&G Global pay concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and S&G Global pay’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND S&G Global pay AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

# **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

# **Amendments to this Agreement**

S&G Global pay reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our website/app after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use S&G Global pay.

# **Entire Agreement**

The Agreement constitutes the entire agreement between you and S&G Global pay regarding your use of the website/app and supersedes all prior and contemporaneous written or oral agreements between you and S&G Global pay.

You may be subject to additional terms and conditions that apply when you use or purchase other S&G Global pay's services, which S&G Global pay will provide to you at the time of such use or purchase.

# **Updates to Our Terms**

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

# **Intellectual Property**

The website/app and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by S&G Global pay, its licensors or other providers of such material and are protected by Jamaica and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of S&G Global pay, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

# **Agreement to Arbitrate**

This section applies to any dispute EXCEPT IT DOESN’T INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR S&G Global pay’s INTELLECTUAL PROPERTY RIGHTS. The term “dispute” means any dispute, action, or other controversy between you and S&G Global pay concerning the Services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law.

# **Notice of Dispute**

In the event of a dispute, you or S&G Global pay must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: sgpaymanagement@gmail.com. S&G Global pay will send any Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. You and S&G Global pay will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or S&G Global pay may commence arbitration.

# **Binding Arbitration**

If you and S&G Global pay don’t resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party’s rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

# **Submissions and Privacy**

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of S&G Global pay without any compensation or credit to you whatsoever. S&G Global pay and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

# **Promotions**

S&G Global pay may, from time to time, include contests, promotions, sweepstakes, or other activities (“Promotions”) that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.

Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Agreement by this reference.

# **Typographical Errors**

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

# **Miscellaneous**

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of S&G Global pay. S&G Global pay will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. S&G Global pay operates and controls the S&G Global pay Service from its offices in Jamaica. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the S&G Global pay Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the S&G Global pay Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and S&G Global pay concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

# **Disclaimer**

S&G Global pay is not responsible for any content, code or any other imprecision.

S&G Global pay does not provide warranties or guarantees.

In no event shall S&G Global pay be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

The S&G Global pay Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. S&G Global pay is a distributor and not a publisher of the content supplied by third parties; as such, S&G Global pay exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via the S&G Global pay Service. Without limiting the foregoing, S&G Global pay specifically disclaims all warranties and representations in any content transmitted on or in connection with the S&G Global pay Service or on sites that may appear as links on the S&G Global pay Service, or in the products provided as a part of, or otherwise in connection with, the S&G Global pay Service, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information given by S&G Global pay or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, S&G Global pay does not warrant that the S&G Global pay Service will be uninterrupted, uncorrupted, timely, or error-free.

**Return & Refund Policy**

Thanks for shopping at sgpayjamaica. We appreciate the fact that you like to buy the stuff we build. We also want to make sure you have a rewarding experience while you’re exploring, evaluating, and purchasing our products. As with any shopping experience, there are terms and conditions that apply to transactions at sgpayjamaica. We’ll be as brief as our attorneys will allow. The main thing to remember is that by placing an order or making a purchase at sgpayjamaica, you agree to the terms set forth below along with Policy. If there’s something wrong with the product/service you bought, or if you are not happy with it, you have 1 week to issue a refund and return your product/service. If you would like to return a product, the only way would be if you follow the next guidelines

**Refunds**

We serve our customers with the best products. Every single product that you choose is thoroughly inspected, checked for defects and packaged with utmost care. We do this to ensure that you fall in love with our products. Sadly, there are times when we may not have the product(s) that you choose in stock, or may face some issues with our inventory and quality check. In such cases, we may have to cancel your order. You will be intimated about it in advance so that you don't have to worry unnecessarily about your order. If you have purchased via Online payment (not Cash on Delivery), then you will be refunded once our team confirms your request. We carry out thorough quality check before processing the ordered item. We take utmost care while packing the product. At the same time we ensure that the packing is good such that the items won’t get damaged during transit. Please note that sgpayjamaica is not liable for damages that are caused to the items during transit or transportation. We will revise your returned product as soon as we receive it and if it follows the guidelines addressed above, we will proceed to issue a refund of your purchase. Your refund may take a couple of days to process but you will be notified when you receive your money.

**Shipping**

Sgpayjamaica Merchants are responsible for return shipping costs

**Your Consent**

By using our website/app, registering an account, or making a purchase, you hereby consent to our Return & Refund Policy and agree to its terms.

**Changes To Our Return & Refund Policy**

Should we update, amend or make any changes to this document so that they accurately reflect our Service and policies. Unless otherwise required by law, those changes will be prominently posted here. Then, if you continue to use the Service, you will be bound by the updated Return & Refund Policy. If you do not want to agree to this or any updated Return & Refund Policy, you can delete your account.

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# **What Information Do We Collect?**

We collect information from you when you visit our website/app, register on our site, place an order, subscribe to our newsletter, respond to a survey or fill out a form.

1. Name / Username
2. Phone Numbers
3. Email Addresses
4. Mailing Addresses
5. Billing Addresses
6. Debit/credit card numbers
7. Age
8. Business Registration certificate.
9. Banking information.

We also collect information from mobile devices for a better user experience, although these features are completely optional:

* Photo Gallery (Pictures): Granting photo gallery access allows the user to upload any picture from their photo gallery, you can safely deny photo gallery access for this website/app.

How Do We Use The Information We Collect?

Any of the information we collect from you may be used in one of the following ways:

1. To personalize your experience (your information helps us to better respond to your individual needs).
2. To improve our website/app (we continually strive to improve our website/app offerings based on the information and feedback we receive from you)
3. To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs)
4. To process transactions
5. To administer a contest, promotion, survey or other site feature
6. To send periodic emails
7. Security purposes

**When does sgpayjamaica use end user information from third parties?**

sgpayjamaica will collect End User Data necessary to provide the sgpayjamaica services to our customers.

End users may voluntarily provide us with information they have made available on social media websites. If you provide us with any such information, we may collect publicly available information from the social media websites you have indicated. You can control how much of your information social media websites make public by visiting these websites and changing your privacy settings.

When does sgpayjamaica use customer information from third parties?

We receive some information from the third parties when you contact us. For example, when you submit your email address to us to show interest in becoming a sgpayjamaica customer, we receive information from a third party that provides automated fraud detection services to sgpayjamaica. We also occasionally collect information that is made publicly available on social media websites. You can control how much of your information social media websites make public by visiting these websites and changing your privacy settings.

**Do we share the information we collect with third parties?**

We may share the information that we collect, both personal and non-personal, with third parties such as Financial, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you. We may also share it with our current and future affiliated companies and business partners.

We may engage trusted third party service providers to perform functions and provide services to us, such as hosting and maintaining our servers and the website/app, database storage and management, e-mail management, storage marketing, credit card processing, customer service and fulfilling orders for products and services you may purchase through the website/app. We will likely share your personal information, and possibly some non-personal information, with these third parties to enable them to perform these services for us and for you.

We may share portions of our log file data, including IP addresses, for analytics purposes with third parties such as web analytics partners, application developers, and ad networks. If your IP address is shared, it may be used to estimate general location and other technographics such as connection speed, whether you have visited the website/app in a shared location, and type of the device used to visit the website/app. They may aggregate information about our advertising and what you see on the website/app and then provide auditing, research and reporting for us and our advertisers.

We may also disclose personal and non-personal information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate in order to respond to claims, legal process (including subpoenas), to protect our rights and interests or those of a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to otherwise comply with applicable court orders, laws, rules and regulations.

**Where and when is information collected from customers and end users?**

sgpayjamaica will collect personal information that you submit to us. We may also receive personal information about you from third parties as described above.

**How Do We Use Your Email Address?**

By submitting your email address on this website/app, you agree to receive emails from us. You can cancel your participation in any of these email lists at any time by clicking on the opt-out link or other unsubscribe option that is included in the respective email. We only send emails to people who have authorized us to contact them, either directly, or through a third party. We do not send unsolicited commercial emails, because we hate spam as much as you do. By submitting your email address, you also agree to allow us to use your email address for customer audience targeting on sites like Facebook, where we display custom advertising to specific people who have opted-in to receive communications from us. Email addresses submitted only through the order processing page will be used for the sole purpose of sending you information and updates pertaining to your order. If, however, you have provided the same email to us through another method, we may use it for any of the purposes stated in this Policy. Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

**How Long Do We Keep Your Information?**

We keep your information only so long as we need it to provide sgpayjamaica to you and fulfill the purposes described in this policy. This is also the case for anyone that we share your information with and who carries out services on our behalf. When we no longer need to use your information and there is no need for us to keep it to comply with our legal or regulatory obligations, we’ll either remove it from our systems or depersonalize it so that we can't identify you.

**How Do We Protect Your Information?**

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information. We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential. After a transaction, your private information (credit cards, social security numbers, financials, etc.) is never kept on file. We cannot, however, ensure or warrant the absolute security of any information you transmit to sgpayjamaica or guarantee that your information on the Service may not be accessed, disclosed, altered, or destroyed by a breach of any of our physical, technical, or managerial safeguards.

**Could my information be transferred to other countries?**

sgpayjamaica is incorporated in Jamaica. Information collected via our website, through direct interactions with you, or from use of our help services may be transferred from time to time to our offices or personnel, or to third parties, located throughout the world, and may be viewed and hosted anywhere in the world, including countries that may not have laws of general applicability regulating the use and transfer of such data. To the fullest extent allowed by applicable law, by using any of the above, you voluntarily consent to the trans-border transfer and hosting of such information.

**Is the information collected through the sgpayjamaica Service secure?**

We take precautions to protect the security of your information. We have physical, electronic, and managerial procedures to help safeguard, prevent unauthorized access, maintain data security, and correctly use your information. However, neither people nor security systems are foolproof, including encryption systems. In addition, people can commit intentional crimes, make mistakes or fail to follow policies. Therefore, while we use reasonable efforts to protect your personal information, we cannot guarantee its absolute security. If applicable law imposes any non-disclaimable duty to protect your personal information, you agree that intentional misconduct will be the standards used to measure our compliance with that duty.

C**an I update or correct my information?**

The rights you have to request updates or corrections to the information sgpayjamaica collects depend on your relationship with sgpayjamaica. Personnel may update or correct their information as detailed in our internal company employment policies.

**Customers have the right to request the restriction of certain uses and disclosures of personally identifiable information as follows.**

You can contact us in order to (1) update or correct your personally identifiable information, (2) change your preferences with respect to communications and other information you receive from us, or (3) delete the personally identifiable information maintained about you on our systems (subject to the following paragraph), by cancelling your account. Such updates, corrections, changes and deletions will have no effect on other information that we maintain, or information that we have provided to third parties in accordance with this Privacy Policy prior to such update, correction, change or deletion. To protect your privacy and security, we may take reasonable steps (such as requesting a unique password) to verify your identity before granting you profile access or making corrections. You are responsible for maintaining the secrecy of your unique password and account information at all times.

You should be aware that it is not technologically possible to remove each and every record of the information you have provided to us from our system. The need to back up our systems to protect information from inadvertent loss means that a copy of your information may exist in a non-erasable form that will be difficult or impossible for us to locate. Promptly after receiving your request, all personal information stored in databases we actively use, and other readily searchable media will be updated, corrected, changed or deleted, as appropriate, as soon as and to the extent reasonably and technically practicable.

If you are an end user and wish to update, delete, or receive any information we have about you, you may do so by contacting the organization of which you are a customer.

**Personnel**

If you are a sgpayjamaica worker or applicant, we collect information you voluntarily provide to us. We use the information collected for Human Resources purposes in order to administer benefits to workers and screen applicants.

You may contact us in order to (1) update or correct your information, (2) change your preferences with respect to communications and other information you receive from us, or (3) receive a record of the information we have relating to you. Such updates, corrections, changes and deletions will have no effect on other information that we maintain, or information that we have provided to third parties in accordance with this Privacy Policy prior to such update, correction, change or deletion.

Affiliates (as defined herein), or that portion of sgpayjamaica or any of its Corporate Affiliates to which the Service relates, or in the event that we discontinue our business or file a petition or have filed against us a petition in bankruptcy, reorganization or similar proceeding, provided that the third party agrees to adhere to the terms of this Privacy Policy.

We may disclose information (including personal information) about you to our Corporate Affiliates. For purposes of this Privacy Policy, "Corporate Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with sgpayjamaica, whether by ownership or otherwise. Any information relating to you that we provide to our Corporate Affiliates will be treated by those Corporate Affiliates in accordance with the terms of this Privacy Policy.

**Governing Law**

This Privacy Policy is governed by the laws of Jamaica without regard to its conflict of laws provision. You consent to the exclusive jurisdiction of the courts in connection with any action or dispute arising between the parties under or in connection with this Privacy Policy except for those individuals who may have rights to make claims under Privacy Shield, or the Swiss-US framework.

The laws of Jamaica, excluding its conflicts of law rules, shall govern this Agreement and your use of the website/app. Your use of the website/app may also be subject to other local, state, national, or international laws.

By using sgpayjamaica or contacting us directly, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, you should not engage with our website, or use our services. Continued use of the website, direct engagement with us, or following the posting of changes to this Privacy Policy that do not significantly affect the use or disclosure of your personal information will mean that you accept those changes.

**Your Consent**

We've updated our Privacy Policy to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our website/app, registering an account, or making a purchase, you hereby consent to our Privacy Policy and agree to its terms.

**Links to Other Websites**

This Privacy Policy applies only to the Services. The Services may contain links to other websites not operated or controlled by sgpayjamaica. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website’s own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

**Advertising**

This website/app may contain third party advertisements and links to third party sites. sgpayjamaica does not make any representation as to the accuracy or suitability of any of the information contained in those advertisements or sites and does not accept any responsibility or liability for the conduct or content of those advertisements and sites and the offerings made by the third parties.

Advertising keeps sgpayjamaica and many of the websites and services you use free of charge. We work hard to make sure that ads are safe, unobtrusive, and as relevant as possible.

Third party advertisements and links to other sites where goods or services are advertised are not endorsements or recommendations by sgpayjamaica of the third party sites, goods or services. sgpayjamaica takes no responsibility for the content of any of the ads, promises made, or the quality/reliability of the products or services offered in all advertisements.

**Cookies for Advertising**

These cookies collect information over time about your online activity on the website/app and other online services to make online advertisements more relevant and effective to you. This is known as interest-based advertising. They also perform functions like preventing the same ad from continuously reappearing and ensuring that ads are properly displayed for advertisers. Without cookies, it’s really hard for an advertiser to reach its audience, or to know how many ads were shown and how many clicks they received.

**Cookies**

sgpayjamaica uses "Cookies'' to identify the areas of our website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our website/app but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the website/app as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies.

**Blocking and disabling cookies and similar technologies**

Wherever you're located you may also set your browser to block cookies and similar technologies, but this action may block our essential cookies and prevent our website from functioning properly, and you may not be able to fully utilize all of its features and services. You should also be aware that you may also lose some saved information (e.g. saved login details, site preferences) if you block cookies on your browser. Different browsers make different controls available to you. Disabling a cookie or category of cookie does not delete the cookie from your browser, you will need to do this yourself from within your browser, you should visit your browser's help menu for more information.

**Payment Details**

In respect to any credit card or other payment processing details you have provided us, we commit that this confidential information will be stored in the most secure manner possible.

**Kids' Privacy**

We do not address anyone under the age of 18. We do not knowingly collect personally identifiable information from anyone under the age of 18. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 18 without verification of parental consent, We will take steps to remove that information from Our servers.

**Changes To Our Privacy Policy**

We may change our Service and policies, and we may need to make changes to this Privacy Policy so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to this Privacy Policy and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Privacy Policy. If you do not want to agree to this or any updated Privacy Policy, you can delete your account.

**Third-Party Services**

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").

You acknowledge and agree that sgpayjamaica shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. sgpayjamaica does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

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Tracking Technologies

* Google Maps API

Google Maps API is a robust tool that can be used to create a custom map, a searchable map, check-in functions, display live data synching with location, plan routes, or create a mashup just to name a few.

Google Maps API may collect information from You and from Your Device for security purposes.

Google Maps API collects information that is held in accordance with its Privacy Policy

* Cookies

We use Cookies to enhance the performance and functionality of our website/app but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the website/app as we would not be able to remember that you had logged in previously.

* Local Storage

Local Storage, sometimes known as DOM storage, provides web apps with methods and protocols for storing client-side data. Web storage supports persistent data storage, similar to cookies but with a greatly enhanced capacity and no information stored in the HTTP request header.

* Sessions

sgpayjamaica uses "Sessions'' to identify the areas of our website that you have visited. A Session is a small piece of data stored on your computer or mobile device by your web browser.

Information about General Data Protection Regulation (GDPR)

We will collect and use information from you if you are from the European Economic Area (EEA), and in this section of our Privacy Policy we are going to explain exactly how and why this data is collected, and how we maintain this data under protection from being replicated or used in the wrong way.

What is GDPR?

GDPR is an EU-wide privacy and data protection law that regulates how EU residents' data is protected by companies and enhances the control the EU residents have, over their personal data.

The GDPR is relevant to any globally operating company and not just the EU-based businesses and EU residents. Our customers’ data is important irrespective of where they are located, which is why we have implemented GDPR controls as our baseline standard for all our operations worldwide.

What is personal data?

Any data that relates to an identifiable or identified individual. GDPR covers a broad spectrum of information that could be used on its own, or in combination with other pieces of information, to identify a person. Personal data extends beyond a person’s name or email address. Some examples include financial information, political opinions, genetic data, biometric data, IP addresses, physical address, sexual orientation, and ethnicity.

The Data Protection Principles include requirements such as:

* Personal data collected must be processed in a fair, legal, and transparent way and should only be used in a way that a person would reasonably expect.
* Personal data should only be collected to fulfill a specific purpose and it should only be used for that purpose. Organizations must specify why they need the personal data when they collect it.
* Personal data should be held no longer than necessary to fulfil its purpose.
* Users have the right to access their own personal data. They can also request a copy of their data, and that their data be updated, deleted, restricted, or moved to another organization. This does not apply to financial data.

**Merchant Policies**

THIS S&G GLOBAL PAY MARKETPLACE VENDOR AGREEMENT IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (HEREINAFTER “YOU” OR “YOUR”) AND S&G Global Pay CORPORATION (HEREINAFTER “S&GPAY”) GOVERNING YOUR USE OF S&G Global Pay MARKETPLACE AS A VENDOR FOR LISTING YOUR PRODUCTS AND SERVICES.

Marketplace, means a type of ecommerce site that facilitates the sale of

products or services by multiple third-party retailers through an online platform.

The main function of a marketplace is facilitating sales by bringing buyers and

retailers together.

S&G Global Pay is an online platform that lets vendors upload their products and services on S&G’s MarketPlace for use by the customers of S&G Global Pay and its merchants. As a vendor, in order to operate on the platform, you must provide a valid business registration Certificate and any licenses to show that you are allowed to operate such business. You must also provide a valid Government id to show that you are a resident of Jamaica or allowed to operate a business in jamaica.

**Approval Process**

In order to become a merchant on the S&G Global Pay platform. All merchants must provide the following Depending on the type of business that they operate. Government ID, Telephone number, place of business, bank account number, Name of owners, Business Registration Number, and a TRN. This information will be collected to form a unique identification number that will represent that merchant on the platform for as long as the merchant has an account.

Optional Requirements for approval include a TCC( tax compliance certificate) and Audited financial statements and cash flow.

Global Pay Will Review the documents that have been provided and approve your business to make use of the platform and its features. Ensure that all the information presented and submitted to S&G is factual. IF any updates have been made to the information relating to your account S&G will need to be notified of such changes immediately. Non compliance will result in the indefinite suspension of the business account.

The following Merchants are not eligible to operate on the Marketplace or

be a Sub-Merchant using the Marketplace:

(A) Travel agents

(B) High-Brand Risk Merchants( merchants are labeled as high risk if they pose an increased risk of fraud and chargebacks. This could be the result of the nature of the merchant's industry, consumers, payment terms, volumes, or ticket sizes.)

**Refund Policy**

If a transaction mistake was made or a product did not meet the standards of the users, refund must be processed within one business day. If a product does not meet the standards for a customer, a refund request can be made and the funds will be reverted to the user’s wallet within twenty-four hours. Merchants and customers in the event of a product not meeting the standards of the consumer can conduct an exchange of the product, so long as that product Has not been removed from the packaging. In the case of undergarments that have been purchased at the store or (that have been removed from its original package cannot be returned if used. Merchants will be responsible for the transportation of the product back to their place of business.

If it has been determined that the food or drink that was purchased on the platform is not delivered within 10 to 30 minutes of the order being placed without substantial reason for this occurring a refund request can be made by the customer for the food that was delivered. A refund request can also be made for products that have been purchased in-store.

All refunds will be deposited back to the user's e-wallet.

**Delivery Policy**

All Delivery companies that work or carry out deliveries on behalf S&G Global Pay and its merchants will be held responsible for the product that they are transporting. They will also be held liable for any damages that the product has sustained while in transit and until the product has been handed over to the customer. All food Deliveries must be made within 10 to 30 minutes of that specific order being made. The Delivery of services outside of food products is to be determined by the merchants on the platform who sell the particular item.

If the bearer goes to a location to make a delivery and the customer isn't there or is not responsive, the delivery fee will still be applied. A separate delivery fee will be charged if the bearer has to return to reattempt the delivery.

**Funds Being Held in Limbo**

Funds are held in limbo as a way to prevent both users from suffering damages due to unfulfillment of service or product.

**Taxes**

All individuals are responsible for their tax obligations.

**Policies related to income tax**

All users of the platform are solely responsible for Declaring and paying their income and any other taxes to the relevant authorities in Jamaica where Applicable.

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# **Individual Merchant Policies**

Each merchant is allowed to have their own policies as it relates to how individuals interact with their store on the platform which are separate from S&G Global Pay.

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# **Contact Us**

Contact us at:

* Email: sgpaymanagement@gmail.com
* Phone Number: (876) 275-1946