

Welcome to SweePay

SweePay respects your right to privacy. You agree to use the SweePay Services, subject to the following Terms and Conditions:

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS. BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE SERVICES.

1. Your Agreement to these Terms and Conditions of Services

The Terms and Conditions of Service (as may be amended from time to time, the "Terms and Conditions" or "TACOS") is a legal contract between you, an individual customer, user, or recipient of a transfer ("You"), and SweePay Ltd., Zug, Switzerland (together with its subsidiaries, other brands, "us", "we", "our" "SweePay"), regarding your use of our International Top-Up Services to transfer prepaid mobile credit (known as "International Top-Up" or "Credit"), your use of our Bitcoin brokerage service to transfer Bitcoin into your Paper-Wallet (known as "Paper Wallet") or your use of our Invoice payment service (known as "QR-Bill" or collectively as the "Services").

By accepting these TACOS, You agree that these Terms of Services will apply whenever You use the Services. If You do not agree to be bound as required herein, then You cannot use the Services.

2. About SweePay

For the distribution of International Top-Up Service

We are a reseller only. SweePay does not provide telecommunication services and is only a reseller of prepaid telecommunication services by providers or other distributors or aggregators of such telecommunication carriers. SweePay is not a warrantor, insurer, or guarantor of the services to be provided by the telecommunication carriers or the providers of such Credits (the "Carrier"). Credits are transferred without recourse against us for any breach of contract by the Carrier. Any disputes regarding the quality, minutes provided, cost, expiration, or other terms of the Credits purchased must be handled directly between You (or the recipient of the Credits) and the Carrier.

For the distribution of Paper Wallet Service

SweePay, as financial intermediary member of the self-regulatory organisation Polyreg, is acting as Bitcoin broker for the distribution of Bitcoin. SweePay enables the transfer of Bitcoin into Your Paper Wallet at a defined CHF/BTC change rate and commission accepted by You prior to the final purchase.

For the QR-Bill payment Service

SweePay, a financial intermediary member of the self-regulatory organisation Polyreg, offers QR-Bill Service only in Switzerland. This Service consists of paying Your invoice through SweePay using the QR code of Your QR-Bill in counterpart of the service fee that is calculated individually for each invoice that You accept before final confirmation.

3. Services Availability

Our Services are available 24/7. SweePay strives to provide 24/7 service, it may however happen that due to break in connections or maintenance, the Services may be temporarily unavailable.

For the international Top-Up Service, the recipient will need to be a prepaid mobile user.

For the Paper Wallet Service, You will need to have a Swiss mobile phone number to receive the SMS code.

For the QR-Bill Service, You will need to have an invoice with a QR code. All invoices issued from 1 October 2022 will contain a QR code.

4. Use of International Top-Up Service

Subject to the conditions related to international Top-Up Service in these TACOS, You may use the Service to purchase a Top-Up as follows:

1. Use and follow the step-by-step transaction process to initiate a Top-Up;
2. Select the face value and accept the pricing conditions;
3. After You confirm the order by making the payment and after the transaction is successfully processed, the recipient will be informed that his or her prepaid mobile account has received a Top-Up.

5. Use of Paper Wallet Service

Subject to the conditions related to the Paper Wallet Service in these TACOS, You may use the Service to purchase Bitcoin as follows:

1. Use and follow the step-by-step transaction process to purchase your Bitcoin;
2. Select the face value or enter a variable amount;
3. Accept the pricing conditions including change rate and commission;
4. After You confirm the order by making the payment and after the transaction is successfully processed, You will receive your Paper-Wallet *. Please keep it private.

*You can decide to keep the Paper Wallet or to transfer the bitcoin into an online or offline bitcoin Wallet. If you decide to keep the paper wallet, we recommend to photocopy the wallet and to keep it private. If you wish to transfer the bitcoin from the Paper Wallet to an online wallet, please note that the transfer process can differ from one to another ones.

6. Use of QR-Bill Service

Subject to the conditions related to QR-Bill in these TACOS, You may use the QR-Bill payment Service as follows:

1. Use and follow the step-by-step transaction process to pay Your QR-Bill;
2. Scan the QR-code of Your QR-Bill;

3. SweePay informs you whether Your QR-Bill can be processed and displays the information extracted from Your QR-Bill.
4. Carefully check all the information extracted from Your QR-Bill including, but not limited to, the invoice amount, the recipient and the sender of the payment.
5. Accept the pricing conditions and the terms of use;
6. After You confirm the transaction by making the payment and after the transaction is successfully processed, the recipient receives the information that the payment has been made.

The data of Your QR-Bill contained in the QR-code is transmitted to our bank for processing.

If Your invoice is paid before 11:00 a.m., SweePay will forward the payment of Your invoice to its bank the same day.

If your payment is made on a Saturday, Sunday or public holiday, the processing time will be longer.

If the issuer is unable to accept the payment and returns the funds, SweePay can refund you if you send a copy of your receipt to customercare@sweepay.ch.

A fee of five Swiss francs (CHF 5) will be charged for each refund and you will need to provide us with the IBAN of a bank account in Switzerland for the refund.

7. Your Responsibility

You must use the Services in accordance with the TACOS of SweePay.

For the use of the International Top-Up Service, in addition to these TACOS of SweePay, you must comply with the terms and conditions of use of the recipient's mobile network provider for transferring International Call Credit.

8. All transfers are final

For the distribution of International Top-Up Service

Once You confirm the Top-Up, we begin the process of crediting the recipient's account. Therefore You cannot cancel the Top-Up. All transfers of Credits are final with no refund or exchange permitted. You are responsible for the mobile number You transfer Credits to and all charges that result from those transfers. SweePay is not responsible for any transfer of Credits to an incorrect mobile number. You must ensure that the prepaid mobile number to top-up You entered is correct.

SweePay is connected to Mobile Telecommunications Operator networks. These networks are not under the direct and/or indirect control of SweePay. SweePay cannot guarantee that the Services will never be faulty but will take every commercially reasonable effort to correct reported faults and make the Service available as soon as possible. Airtime refers to the value credited to a mobile user's prepaid account which may be consumed by the mobile user in using mobile phone services as per its mobile Operators' terms and conditions that may change from time to time. Airtime Credit has a limited validity period: Depending on the service/denominations, the Airtime Credit will expire after a period set by the mobile Operator. Airtime Credit might be subject to local taxes of the destination country such as Value Added Tax (VAT) and other local taxes.

For the distribution of Paper Wallet Service

Once You confirm the Paper Wallet purchase, we begin the process of Bitcoin transfer to the Paper-Wallet. Therefore, You cannot cancel the transaction. All transfers are final with no refund or exchange permitted.

SweePay is connected to the Bitcoin blockchain which is not under the direct and/or indirect control of SweePay. SweePay cannot guarantee that the Services will never be faulty but will take every commercially reasonable effort to correct reported faults and make the Service available as soon as possible.

For the QR-Bill payment Service

Once You confirm the payment of Your QR-Bill, we begin the process of transferring the funds to the recipient of Your QR-Bill. Therefore, You cannot cancel the transaction. All transfers are final with no refund. You are liable to check the data extracted from Your QR-Bill and any associated charges before confirming the transaction. SweePay is not liable for any incorrect information extracted from Your QR-Bill. It is Your responsibility to verify the accuracy of all information extracted from Your QR-Bill including, but not limited to, the bill amount and service fee, recipient and sender data.

9. Charges of Services

All prices listed are final and include all taxes.

However, regarding the distribution of international airtime on the recipient side, as required by regulations, the recipient's Operator may charge a tax on each Top-Up.

10. Expiration date of Top-Ups for international airtime

Top-ups will generally have an expiration date, which is established by the mobile Operator. Please consult with the mobile Operator for additional details.

11. Limitation of liability

We are not liable for acts or omissions of another service provider, for information provided through your phone, for equipment failure or modification, or for causes beyond our reasonable control. We are not liable for any accidents or incidents, which result from the use of Services by You or any other person. Our liability and the liability of any underlying carrier for any failure or mistake shall in no event exceed our fees during the affected period. We and any underlying carrier are not liable for any incidental, punitive or consequential damage such as lost profits. We and any underlying carrier are not liable for economic loss or injury to persons or property arising from the use of Services. Additionally, in no event will SweePay, SweePay Affiliates, Content Providers and their respective shareholders be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damage of any kind (including, but not limited to, economic loss, loss of information or data, interruption, delay or loss of access to or use of the Internet, and the like), arising in any way or any manner from errors or omissions in the content or defects in the Services provided by SweePay or your access to and use of the Service. THE LIMITATIONS CONTAINED IN THE SITE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE NATURE OR NUMBER OF CLAIMS OR ACTIONS. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THESE TACOS.

SWEEPAY DOES NOT TAKE ANY RESPONSIBILITY REGARDING THE BITCOIN BLOCKCHAIN NETWORK AND DOES NOT ENDORSE BITCOIN IN ANY KIND WHATSOEVER. THE PURCHASE OF BITCOIN IS AT YOUR OWN RISKS DUE ESPECIALLY TO ITS VOLATILITY.

12. Indemnification

You agree to defend, indemnify, and hold us, our affiliates and representatives and any other service provider, harmless from claims or damages relating to these TACOS or your premises or statements made in it and use the Service. This paragraph shall survive termination of these TACOS.

13. No warranties

WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH REGARD TO THE SITE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY, AND WE SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT

DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE AND ANY INFORMATION MADE AVAILABLE ON THE SITE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. IN NO EVENT WILL SWEEPAY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

14. Access and limitation of the Services

You must be 18 years old or older to use the Services.

The customer is asked to enter his/her mobile phone number to use the Services "International Top-Up" and "Paper Wallet" or to scan the QR-code for the use of "QR-Bill" Service. Any fraudulent use of the Services, or any use for any illegal, improper or unethical purpose is strictly prohibited.

SweepPay has the right to block access to the "Paper Wallet" Service for your mobile phone number in its sole discretion and without prior notice to You. For the "Paper Wallet" Service, You are authorized to purchase 500 CHF every day and 999 CHF every month.

15. Support

In case of questions or issues regarding SweepPay Services You may have, please sent your email to SweepPay's customer services at customercare@sweepay.ch

16. SMS Campaigns

You agree under these Terms and Conditions that SMS can be sent to your mobile number to inform You for example about SweepPay Services' updates including promotions or new services available.

17. Applicable law and competent court

The Terms of Services shall be governed by and construed in accordance with the laws of Switzerland without giving effect to the conflict of laws or provisions of Switzerland or your actual state or country of residence. Any dispute, controversy or claim arising out of or in relation to the Terms and Conditions of Services, your relationship with SweepPay, including any non-contractual obligations, will be exclusively subject to the jurisdiction of Zug, Switzerland.