

UNITIFY — Terms of use

Version date: August 13, 2025

This Public Offer (the “**Offer**”) is a binding proposal by **Unitify Ltd.** (“**Unitify**”, “**Provider**”, “**we**”) to enter into a legally binding agreement with any legal entity or sole proprietor that accepts it (“**Customer**”, “**you**”). **By registering an account, paying any fees, accessing or using the Platform (including web, mobile apps, or API), you accept this Offer.** If you do not agree, you must not access or use the Platform.

This Offer does **not** govern use of resident/tenant-facing mobile apps. Those are governed by a separate End-User Terms/Privacy Policy.

1. Definitions

1.1. **Platform** means Unitify’s online platform (web, mobile apps, and API) provided as software-as-a-service (SaaS).

1.2. **Users** means Customer’s employees, contractors, and other authorized persons invited to the Platform under Customer’s account.

1.3. **Services** means access to the Platform functionality, hosting, updates, and support described herein.

1.4. **Order Form** means any ordering document/screen specifying plan, term, quantities/limits, modules, and pricing. In the event of conflict, an Order Form prevails over this Offer.

1.5. **Customer Data** means any data Customer or its Users submit to or through the Platform, including personal data.

1.6. **Usage Data** means aggregated/de-identified technical, telemetry and usage information about the Platform and its performance, which does not identify a natural person.

1.7. **Third-Party Services** means software, services, or hardware provided by third parties that integrate with or are accessible through the Platform.

1.8. **Transactional Services** means functionality for receiving payments from third parties (e.g., residents) for Customer’s benefit and/or making payouts to Customer’s contractors through the Platform.

1.9. **Payment Service Provider (PSP)** means an acquiring bank, payment processor, aggregator, or similar payment institution engaged to process funds.

1.10. **Unitify Fee (Transactions)** means Unitify’s fee for Transactional Services (percentage and/or fixed fee) as set in the Order Form and/or Appendix D.

1.11. **Marketplace (“Services” section)** means the Platform section where partners’ offerings are listed.

1.12. **Partner** means a third party offering products/services via the Marketplace.

1.13. **Revenue Share** means any referral/partner remuneration payable by Partners to Unitify for business sourced via the Platform.

2. Scope; License

2.1. Unitify provides access to the Platform as a service and related Services. No IP ownership is transferred. Subject to this Offer and timely payment, Unitify grants Customer a **limited, non-exclusive, non-transferable, non-sublicensable right** to use the Platform during the subscription term **for Customer’s internal business purposes only.**

2.2. Certain modules (e.g., online payments, video, intercom, IoT) may be subject to additional terms/policies referenced in an Order Form or Appendix.

3. Acceptance; Electronic Records

3.1. Acceptance occurs upon registration/sign-in, payment, first use, or API key activation.

3.2. The parties agree to transact electronically; approvals made via the Platform/e-mail are legally valid.

4. Use and Restrictions

4.1. Customer is responsible for its Users' compliance and actions.

4.2. Customer shall not: reverse engineer; build a competing service; resell, lease, or share access outside its organization without consent; exceed licensed scope; or violate the Acceptable Use Policy (AUP, Appendix C).

4.3. Unitify may suspend access (with notice where reasonable) for security, legal, non-payment, or AUP breaches.

5. Plans, Freemium, Fees, Taxes, Changes

5.1. Access is provided per current plans (including **Freemium**) as published on the site or in the Order Form.

5.2. Fees are payable **in advance**; **no refunds** unless expressly stated in an Order Form or required by law.

5.3. A third party may pay on Customer's behalf; access rights remain with Customer.

5.4. Late payment over **7 calendar days** may lead to suspension; interest/penalties may apply where permitted.

5.5. Fees are **net of taxes**; Customer is responsible for all taxes, duties, and withholdings (gross-up if required).

5.6. **Price changes** apply to renewals (not to the current paid term) with at least **30 days'** prior notice (via in-product/e-mail).

5.7. **Auto-renewal.** Subscriptions auto-renew for successive terms unless either party gives a non-renewal notice at least **30 days** before the end of the then-current term (see Notices).

5.8. **Upgrades/Downgrades.** Upgrades take effect immediately with pro-rated fees for the remainder of the term. Downgrades take effect on the next term; no refunds for the current term.

5.9. **Overages.** Usage beyond plan limits is chargeable per the rates in the Order Form.

5.10. **Freemium & paywall changes.** For Freemium, Unitify may modify limits/features or discontinue free access with **15 days'** notice; no SLA or data-retention commitments apply to Freemium. For paid plans, no material degradation of already-paid functionality during the current term; changes apply on renewal/upgrade.

6. Support and SLA

- 6.1. Standard support via help portal/e-mail during business hours (as published).
- 6.2. **SLA (Appendix A)** may be available for certain plans and may provide **service credits** as the **sole and exclusive remedy** for SLA breaches. No SLA applies to Freemium unless expressly stated.

7. Service Changes

Unitify may enhance, modify, or update the Platform. Where changes are material, Unitify will provide advance notice where reasonable. Emergency work/incidents may occur without prior notice.

8. Data Protection; DPA

- 8.1. For personal data, **Customer is the controller, Unitify is the processor.**
- 8.2. The **Data Processing Addendum (DPA, Appendix B)** forms part of this Offer.
- 8.3. Unitify may engage sub-processors under written agreements ensuring equivalent protections; an up-to-date list is available upon request.
- 8.4. Unitify will notify Customer of personal-data security incidents without undue delay.
- 8.5. Cross-border transfers rely on appropriate mechanisms (e.g., SCCs). Data localization obligations (e.g., for specific countries) will be observed where applicable.

9. Customer Data; Export/Deletion

- 9.1. Customer retains all rights in Customer Data. Unitify processes Customer Data solely to deliver the Services and improve the Platform.
- 9.2. Unitify may process **Usage Data** (aggregated/de-identified) for analytics, quality, benchmarking, and product development.
- 9.3. Upon termination/expiry, Customer may request a one-time export of Customer Data in a commonly readable format within **30 days**; thereafter Unitify may delete data unless retention is required by law or agreed otherwise.

10. IP Ownership; Feedback

The Platform and related materials are owned by Unitify and/or licensors. No rights are granted except as expressly stated. Unitify may use any feedback, suggestions, or ideas without restriction or compensation.

11. Confidentiality

Each party shall protect the other party's non-public information with at least reasonable care and use it only to perform this Offer.

12. Acceptable Use Policy (AUP)

Prohibited uses include illegal activity, spam, malware, interfering with the Platform, unauthorized access, and infringement of third-party rights. Unitify may limit features or suspend access for AUP violations. (See **Appendix C.**)

13. Third-Party Services & Integrations

Use of Third-Party Services is subject to their terms. Customer assumes all risks and costs for such use. Unitify is not responsible for Third-Party Services' availability, quality, security, or results and may discontinue integrations without liability.

14. Warranties; Disclaimer

THE PLATFORM (INCLUDING ANY BETA/TEST FEATURES) IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNITIFY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Unitify does not warrant uninterrupted or error-free operation or that the Platform will meet specific requirements.

15. Limitation of Liability

15.1. No indirect damages. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA; OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY.

15.2. Cap. EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS OFFER WILL NOT EXCEED THE **FEES PAID BY CUSTOMER TO UNITIFY FOR THE SERVICES IN THE TWELVE (12) MONTHS** PRECEDING THE EVENT GIVING RISE TO LIABILITY.

15.3. The above exclusions/limitations apply to the fullest extent permitted by law and do not limit Customer's payment obligations or either party's liability for willful misconduct.

16. Indemnification

16.1. By Customer. Customer shall defend, indemnify, and hold harmless Unitify and its affiliates from any third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from: (a) Customer Data; (b) Customer's use of the Platform in violation of law, third-party rights, or this Offer; or (c) Customer's Third-Party Services.

16.2. By Unitify (IP). Unitify will defend Customer against third-party claims alleging that the unmodified, authorized use of the Platform infringes a third party's IP right and will pay finally awarded damages and reasonable attorneys' fees, provided Customer promptly notifies Unitify, grants control of the defense, and cooperates. Unitify may, at its option and expense, procure the right to continue using, modify/replace the Platform to become non-infringing, or terminate access with a pro-rata refund of prepaid unused fees. This Section does not apply to claims based on combinations with non-Unitify items, Customer Data, or use contrary to this Offer.

17. Compliance: Anti-corruption, Sanctions, Export

Each party complies with applicable anti-corruption, AML, sanctions, and export control laws. Customer represents it is not a sanctioned person and will not use the Platform in violation of such laws.

18. Force Majeure

Neither party is liable for delays or failures due to causes beyond its reasonable control (including natural disasters, war, acts of government, internet/utility failures, or widespread cyberattacks), provided it uses commercially reasonable efforts to mitigate and notifies the other party.

19. Beta Features

Beta/preview features are provided **as-is**, may be modified or discontinued at any time, and are excluded from SLA/Support unless stated otherwise.

20. Assignment; Subcontractors

Customer may not assign or transfer this Offer (by law or otherwise) without Unitify's consent, except to a successor in merger/reorganization that is not a competitor of Unitify and assumes all obligations. Unitify may use subcontractors and remains responsible for their performance.

21. Notices

Legal notices must be sent to the addresses in the Order Form and to **developers@unitify.com**. A notice is deemed given: (a) upon personal delivery; (b) the next business day after dispatch by recognized overnight courier; or (c) when receipt is electronically confirmed, or 24 hours after sending, if by e-mail without bounce/error. General service notifications may be made in-product or by e-mail.

22. Term; Renewal; Termination

22.1. The subscription term starts on acceptance and continues for the period specified in the plan/Order Form, then **auto-renews** per Section 5.7 unless a timely non-renewal notice is given.

22.2. Either party may terminate for **material breach** not cured within a reasonable cure period stated in the notice. Suspension for non-payment/AUP breach may precede termination.

22.3. Upon termination/expiry, access ceases; Sections intended to survive (including 8–11, 14–16, 18, 20–21, 23–24, and payment obligations) will survive.

23. Governing Law; Disputes

23.1. **Customers located in the Republic of Uzbekistan:** this Offer is governed by the laws of the Republic of Uzbekistan; courts of the Republic of Uzbekistan have exclusive jurisdiction.

23.2. **All other Customers:** this Offer is governed by the laws of England and Wales. Disputes will be finally resolved by arbitration in London, in English, under the rules specified in the Order Form (e.g., LCIA) or, absent such specification, ad hoc under the UNCITRAL Rules, before a sole arbitrator. Each party bears its own costs unless the tribunal decides otherwise.

24. Order of Precedence; Updates; Miscellaneous

24.1. **Precedence:** Order Form → DPA → SLA → this Offer → AUP/other policies.

24.2. If any provision is unenforceable, the remainder remains in effect. No failure to enforce is a waiver.

24.3. This Offer (with referenced Appendices/Order Forms) is the entire agreement and supersedes prior terms on the subject matter. Amendments must be in writing (including electronic).

24.4. Unitify may update this Offer by posting a new version on its website; continued use after the effective date constitutes acceptance.

24.5. No third-party beneficiaries, except as expressly stated.

25. Publicity

Customer grants Unitify the right to use Customer's name and logo in lists of customers and case studies (website, presentations). Customer may opt out by written notice; Unitify will remove future references within a reasonable time.

26. Transactional Services; Fees (Take Rate)

26.1. **Roles.** Customer instructs Unitify to provide the technical infrastructure for accepting payments from third parties (including residents) for Customer's benefit and/or making payouts to Customer's contractors. Funds are processed by a **PSP** under its terms; Unitify is **not** a bank, e-money institution, money transmitter, or custodian and does not hold electronic money.

26.2. **PSP Onboarding.** Use of a PSP requires compliance with its onboarding, KYC/KYB, risk, and operational requirements. PSP's refusal or hold is not a breach by Unitify.

26.3. **Fees.** Customer shall pay: (a) the **Unitify Fee** of [●]% of each successful transaction and/or [●] per transaction/payout; and (b) PSP/network fees. Exact rates, minimums, currencies, supported countries, reserves/holdbacks, and payout schedules are in the Order Form and/or **Appendix D**.

26.4. **Set-off/Withholding.** Unitify may deduct its Unitify Fee and PSP fees from settlements and/or set off amounts due against funds payable to Customer. If insufficient, Customer shall pay invoices within **7 days**.

26.5. **Refunds/Chargebacks.** Refunds, disputes, and chargebacks follow PSP rules. Customer is liable for refunds/chargebacks, fines, and related costs arising from its transactions and shall reimburse Unitify. Unitify/PSP may establish reserves or delay settlements.

26.6. **Payouts.** PSP pays out funds to Customer on **T+ [●]** schedule subject to thresholds/limits. Banking/network delays outside Unitify's control are not Unitify's responsibility.

26.7. **Taxes/Receipts.** Customer is solely responsible for invoicing/fiscal receipts and tax compliance related to its payments and payouts.

26.8. **Prohibited Transactions.** Transactions in violation of law, PSP/card-scheme rules, or the

AUP are prohibited.

26.9. **Suspension.** Unitify/PSP may suspend processing and request documentation in cases of elevated fraud/chargeback risk or KYC/KYB issues.

27. Marketplace (“Services”) and Partners; Revenue Share

27.1. Contracts for Partner offerings are between **Customer and the Partner**. Unitify is not a party and assumes no responsibility for Partner performance.

27.2. Customer acknowledges and agrees that Unitify may receive **Revenue Share** from Partners for customers referred through the Platform/integrations/referral links. Sponsored offers will be marked as such.

27.3. Data sharing with Partners is limited to what is necessary to enable the selected Partner service and will comply with the DPA and applicable law.

28. Additional Provisions

28.1. **Benchmarking & Comparative Tests.** Any public benchmarking of the Platform must be fair, lawful, and non-misleading and must not disclose Unitify Confidential Information.

28.2. **Export Controls/Sanctions.** Customer represents and warrants compliance and assumes risks of any applicable restrictions.

29. Company Details

Unitify Ltd. (Hong Kong), Reg. No.: **76842989**

Registered address: 17/ F, Yam Tze Commercial Building, 23, Thomson Road, Wan Chai, Hong Kong

OOO Unitify (Uzbekistan) Reg. No.: 311849914

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