

Maesh Services Agreement

Last updated: May 31, 2020

Welcome to Maesh and to taking back control of your payment processing fees! 🎉

This Maesh Services Agreement (“Agreement”) is a legal agreement between Maesh Pte. Ltd. (“Maesh”, “we”, “us” or “our”) and the entity or person (“merchant”, “you” or “your”) who registered on the [Maesh Dashboard page](#) to receive certain payment processing and analytics services (each, a “Service”). This Agreement describes the Terms and Conditions that apply to your use of the Services.

If anything is unclear about this Agreement, do [reach out to us](#) before making use of the Services. **You may not access or use any Services unless you agree to abide by all of the Terms and Conditions in this Agreement.**

Data protection and Privacy

In our Services we adhere to [Singapore’s Personal Data Protection Act](#).

Dispute Resolution

If any dispute (“Dispute”) arises out of or relating to this Agreement, or to the interpretation, breach, termination or validity of this Agreement, Maesh and the merchant must use their best efforts to resolve the Dispute through consultation or mediation.

If a Dispute is not settled within 30 days, the Dispute must be referred to and resolved by arbitration in Singapore in accordance with the Rules of the Singapore International Arbitration Centre (“SIAC”). The tribunal will consist of one arbitrator, to be appointed by the President of the SIAC. The language of the arbitration will be English.

Fees

The transaction fees (“Fees”) that we charge for our services are specified on our [main landing page](#). We can revise our Fees at any time, but we’ll surely let you know in advance. Our Fees are automatically deducted from the money settled to you.

Liability

Maesh is not responsible for your product or service. Any losses that may occur because of erroneous transactions from those you accept payments from (your “Customer”) are carried by you.

Payment License

Maesh has been granted [an exemption by the Monetary Authority Singapore \(MAS\)](#) from holding a license under the Payment Services Act for providing Merchant Acquisition Services until January 28, 2021. Maesh is allowed to continue to provide such services pursuant to the Payment Services (Exemption for Specified Period) Regulations 2019.

Payment Processing

Maesh offers Payment Processing Services for you to accept payments from your Customers. Even though Maesh does this through [Corporate PayNow](#), we also accept these payments (“Transactions”) on your behalf in order to automate the reconciliation of both the payment and the order.

Refunds

Unlike cards, bank transfers are irreversible. Therefore, using Maesh, you won’t be confronted with nasty chargebacks and any of the associated fees. It is possible, however, that your Customer wants to return their purchased product/service and request for a refund. Currently, Maesh does not have any automated refund policy in place. In case

you'd like to do a refund to your Customer and the Transaction has not been settled yet into your bank account, please reach out to us on hello@maesh.io.

Restricted Businesses

We only allow you to use our Services when your business offers legal services/products that are sold through legitimate Transactions. Maesh reserves the right to suspend the account of any merchant that it deems not to uphold our terms in this Agreement.

Businesses with the following business activities/practices are restricted from using our Services:

- Adult content/services
- Cryptocurrency
- Fake/Counterfeit products
- Gambling
- Regulated or illegal products/services

Right to Amend

We have the right to change or add to the terms of this Agreement at any time and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website. We will provide you with a notification of any changes through the Dashboard and/or via email. Your continued use of the Services after we publish any such changes on our website constitutes your acceptance of the terms of the updated Agreement. If you do not accept a change to this Agreement, you can terminate your Agreement with us.

Services Support

We distinguish ourselves from any other services by our competitive pricing and prompt and above-and-beyond customer support. You can always reach us at hello@maesh.io and – if you're onboard – you may always call/ping us on the Whatsapp provided to you.

Settlement and Payout Schedule

To keep our Fees as low as possible, we use the **GIRO** payment rails to settle all outstanding amounts ("Payout"). Depending on the time of day and the day of the week, it may take between 1-5 days for the settlement to arrive in your bank account. Do note that these Payout rules are not dictated by us, but by our banking partner:

- Payouts only happen on business days (so no weekend days or holidays)
- The cut-off time for a Payout is on the next business day at 4PM

Example 1:

A Transaction for your business is successful and arrives on Monday morning at 11AM. The Payout will be the next business day: Tuesday (*1 day later*).

Example 2:

A Transaction for your business is successful and arrives on Thursday evening at 8PM. The Payout will be on the next but one business day (and after the weekend): Monday (*4 days later*).

Taxes

Our Fees are exclusive of any applicable taxes.

Termination

It goes without saying; we are sorry to see you go, but you may terminate this Agreement at any time. We will make this process more automated – but for the time being – you can do so by reaching out to us via hello@maesh.io.

Technology

Maesh will provide you with software libraries (“Software Development Kits” or “SDKs”) such as a Woocommerce by Wordpress plugin or a React Javascript library to access our Services via an application programming interface (“API”).