

Terms and Conditions

LAST UPDATED: October 8, 2024

Please read these Terms and Conditions carefully before accessing or using Our Service.

Definitions

For the purposes of these Terms and Conditions:

- **Country** refers to Trinidad & Tobago.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to MILA Technology Limited, 8 Gallus Street Woodbrook Port of Spain.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Service** refers to the **YOOZ Online** website and payment platform <https://portal.yoozit.today/>, the **YOOZ Mobile** (*190#) USSD platform, the **YOOZ Payment Gateway** or any present or future services operated by MILA Technology Limited.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Website or Social Media Services** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to **YOOZ**, accessible from <https://portal.yoozit.today/>.
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Service Provider** means the Utility whom payments will be made against.
- **Merchant** means the person/company offering the sale of goods or services, whom payment will be made against.

Acknowledgment

These are the Terms and Conditions governing the use of this **Service** and the agreement that operates between **You** and the **Company**. These **Terms and Conditions** set out the rights and obligations of all users regarding the use of the **Service**.

Your access to and use of the **Service** is conditioned on Your acceptance of and compliance with these **Terms and Conditions**. These **Terms and Conditions** apply to all visitors, users and others who access or use the **Service**.

By accessing or using the **Service**, **You** agree to be bound by these **Terms and Conditions**. If **You** disagree with any part of these **Terms and Conditions**, then **You** may not access the **Service**.

You represent that you are over the age of 18. The **Company** does not permit those under 18 to use the **Service**.

Your access to and use of the **Service** is also conditioned on Your acceptance of and compliance with the **Privacy Policy** of the **Company**. Our **Privacy Policy** describes Our policies and procedures on the collection, use and disclosure of Your personal information when **You** use the **Service** or the **Website** and tells **You** about Your privacy rights and how the law protects You. Please read Our **Privacy Policy** carefully before using Our **Service**.

Registration

You may need to register to use certain features on Our **YOOZ Online Payment Platform**. If you just want to browse the **Website's** public features and content or make a payment as listed under the QUICK PAY tab, registration is optional.

During registration, you will be required to provide contact information, including but not limited to a mobile number, an email address, billing address, username, password, financial information and other details.

By registering on our **YOOZ Online Payment Platform**, you will have access to our Website features as well as our YOOZ Online LOGIN Account features. It is important you understand how the YOOZ Online LOGIN Account works before opting to utilize this feature. **YOOZ Online** registration is done on the **Website** via the SIGNUP tab.

You agree that the email address, mobile number and any other piece of information required on registration will be truthful, accurate, complete and treated as confidential. **You** are entirely responsible for all activities which occur when using Your email address and/or password (**YOOZ LOGIN details**) in relation to Your Account, including unauthorised use of your Account or any payment method including debit or credit card. YOOZ LOGIN details may only be used by a single user and are not transferable.

You agree it is Your responsibility to keep your YOOZ LOGIN details confidential and not to disclose that information, whether directly or indirectly, to any third party. It is Your responsibility to inform us immediately, using the contact details listed at the end of this document, of any changes, unauthorized access to, or breaches of use of Your YOOZ LOGIN details.

Bill Payments

To make a Bill Payment, **You** must know your full Account Number for the specific **Service Provider/Merchant**, **You** wish to make a payment to. For Utilities, your Account Number can be found on your monthly bills. **You** can contact the relevant **Service Provider** to obtain your Account Number or to obtain a QR Code or URL Payment Link which can prefill the Account info.

If you receive an error message stating that the account number does not exist, please contact your relevant **Service Provider/Merchant** to confirm the Account Number.

If **You** pay more than is due to a Utility **Service Provider**, your account will be in credit. If **You** pay less, the account will remain due for the unpaid difference. **You** will be subject to the Utility's late payment terms and conditions and as a result may be at risk for certain penalties or cutting of service. **You** can address these concerns with Your **Service Provider**. If **You** pay more or less than is due to a **Merchant** (Non-Utility), **You** will need to contact your **Merchant** to discuss reimbursement or settlement of outstanding funds.

It is your responsibility to ensure that **You** correctly input information. The **Service Provider/Merchant** and total amount that **You** want to pay will be displayed clearly on the **Service** before you are asked to confirm your transaction. Proceeding with the transaction at this point is entirely optional.

The **YOOZ Online payment platform** facilitates the online processing of payments. For a **Service Provider/Merchant**, every time an online transaction is made, the banks and our payment processing partners charge a processing fee. Once a transaction is successfully processed and complete these fees are deducted from the payment made by each customer. The difference is then remitted to the **Service Provider/Merchant**.

Bill Payment **Service Providers/Merchants** are given the option to pass the processing and transaction fees on to **You**, their customers, either in full or split in any ratio. The Service Provider's/Merchant's fee charged to **You** will be displayed clearly on the **YOOZ Online payment portal Service**, as **Transaction Fees** above the Total in the Payment Review section. **You** must **Agree** to and **Submit** your payment before payment is processed. Proceeding with the transaction at this point is entirely optional. **You** can verify these fees with your Service Provider/Merchant before payment is made.

Bill payments are transacted in local (TTD) currency.

Top Up

To Top Up **You** will be required to accurately input the prepaid mobile number. **You** will then be required to select the amount of Top Up that **You** wish to receive. It is your responsibility to ensure that **You** correctly input your information. The total amount (inclusive of Value Added Tax) that **You** will be required to pay will be displayed clearly on the **Service** before you are asked to confirm your transaction. Proceeding with the transaction at this point is entirely optional. Please note that the **Service** limits the number and value of Top Up that can be purchased, including over a specific time period (e.g. daily, weekly, monthly). Other limits and exclusions related to the use of the **Service** may be applicable from time to time. Once a Top Up is sent, it can be used immediately and therefore it cannot be refunded or reversed. See more details on this under Corrections and Refunds.

Payments

Payments can be made:

1. As an anonymous user by direct entry of your payment information (Amount and Card details) via YOOZ QUICK PAY.
2. As a registered user by direct entry of your payment information (Amount and Card details) or by use of a previously used card. In the case of a previously used card **You** would have explicitly saved the card for future use from a previous transaction on the **Service**. (YOOZ Online LOGIN Account & YOOZ Mobile *190#)

Upon confirmation from **You** for the **Service**, the **Company** will facilitate the payment using the payment method provided by **You**. Payment cards are subject to validation checks and authorization by Your card issuer (bank). If we do not receive the required authorization from your bank, your transaction will fail, and your payment card will not be charged. If authorization is received, your card will be charged. The bill payment will be recorded, and the **Service Provider/Merchant** will be informed. In the case of a Top Up purchase, the Top Up will be sent to the prepaid mobile phone specified. An electronic receipt will be sent to you via SMS for **YOOZ Mobile** and, if specified, via email for **YOOZ Online**.

Corrections and Refunds

1. If **You** make a payment to the wrong Account Number / Phone Number.
 - a) If the **Service Provider/Merchant** has not received the transaction from the **Service**:
 - i. **You** can contact the **Service Provider/Merchant**.
 - ii. **Service Provider/Merchant** will confirm your validity as a Customer and escalate the request to the **Company's** Helpdesk.
 - iii. The **Company's** Helpdesk will verify the transaction details and adjust the transaction accordingly with the correct Account Number.
 - b) If the **Service Provider/Merchant** has received the transaction from the **Service**:
 - i. **You** can contact the **Service Provider/Merchant**.
 - ii. **Service Provider/Merchant** will confirm your validity as a Customer and escalate the request to the **Company's** Helpdesk.
 - iii. The **Company's** Helpdesk will verify the transaction details and send a request to the **Service Provider/Merchant** to debit the wrongly credited account, and credit the new/correct account.
2. The **Company** does not provide any refunds and **You** will have to contact Your **Service Provider/Merchant** regarding delivery, returns and refunds.

NOTE: If **You** choose to cancel your payment, the **Company** will cancel the transaction to the **Service Provider/Merchant** and will notify the **Company's** Finance department to cancel the transaction. A cancellation of your transaction can only be accommodated on the same day **You** made the transaction.

Links to Other Websites

Our **Service** may contain links to **Third-party Website or Social Media Services** that are not owned or controlled by the **Company**.

The **Company** has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any **Third-party Website or Social Media Services**. **You** further acknowledge and agree that the **Company** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise **You** to read the terms and conditions and privacy policies of any **Third-party Website or Social Media Services** that **You** visit.

Intellectual Property of the Service

The **Service** and its original content (excluding Content provided by **You** or other users), features, and functionality are and will remain the exclusive property of the **Company** and its licensors.

The **Service** is protected by copyright, trademark, and other laws of both the **Country** and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the **Company**.

Intellectual Property of Others and Copyright Infringement

We respect the intellectual property and copyrights of others. **You** may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing **Your** copyright. It is **Our** policy to respond to any claim that Content posted on the **Service** infringes a copyright or other intellectual property infringement of any person.

We are ready to comply with local regulations in that matter (Copyright Act Chapter 82:80).

If **You** are a copyright owner or authorized on behalf of one, and **You** believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the **Service**, **You** must submit Your notice in writing to the attention of our copyright agent via email (see Contact Us) and include in Your notice the following information related to the alleged infringement:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that **You** claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the **Service** where the material that **You** claim is infringing is located.

- Your address, telephone number, and email address.
- A statement by **You** that **You** have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by **You**, made under penalty of perjury, that the above information in Your notice is accurate and that **You** are the copyright owner or authorized to act on the copyright owner's behalf.

Upon receipt of a notification, the **Company** will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the **Service**.

Your feedback to Us

You assign all rights, title, and interest in any Feedback **You** provide the **Company**. If for any reason such assignment is ineffective, **You** agree to grant the **Company** a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Security, Maintenance and Availability

The security of your personal information is important to us. Security measures have been integrated into the design, implementation, and day-to-day operating practices as part of our commitment to protect the personal information it holds. We follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

You acknowledge, agree and accept that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. Therefore, the **Company** cannot guarantee the privacy or confidentiality of communications via such media.

On occasion it may be necessary or desirable for security reasons, maintenance (whether emergency or planned), upgrades or other reasons to:

- make certain or all the **Services** unavailable to you; and/or
- delay implementation of any new **Services**; and/or
- withdraw, or prompt you to replace your password; and/or
- change authentication procedures or processes for accessing the **Services**,

while using reasonable efforts to minimise any inconvenience caused.

You acknowledge and agree that these events may occur and that the **Company** bears no liability when such events occur. Where the **Company** changes authentication procedures for accessing the

Services therein, notwithstanding any other **Terms** of this agreement, the **Company** may introduce these procedures by giving instructions to **You** via the **Website** or other communication channels.

Disputes Resolution about the Service

We are dedicated to providing you with the best services possible. If **You** have any concerns or disputes about the **Service**, **You** agree to first try to resolve the dispute informally by contacting the **Company**.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if **You** breach these **Terms and Conditions**.

Upon termination, Your right to use the **Service** will cease immediately.

If **You** wish to terminate Your Account, **You** may simply discontinue using the **Service** or contact Us.

Force Majeure

The **Company** shall not be responsible for any failure or deficiency which results from any incident of force majeure, and which prevents the total or partial performance of its duties and obligations. For the purposes of this section and this Agreement, force majeure shall include, but shall not be limited to, any Act of God, including storms, flood, fire or explosion; breakdown in the electricity supply system or communication line failures, strikes, civil disturbance, cyber-attacks, war or military actions, actions of the government or any sub-division thereof, or acts on the part of any Council and any other cause or matter whatsoever not within the **Company's** reasonable control.

Exclusion of Liability

The content of the pages of the **Website** is for Your general information and use only. The **Company** strives to do its utmost to ensure that information posted on the Site is accurate and up to date and reserves the right to correct the content at any time and without notice. However, the **Company** and its contributors offer no warranty nor guarantee and takes no responsibility, under any circumstances, for the relevance, continuity, accuracy, absence of errors, veracity, non-infringing nature, currentness, fair and commercial nature, quality, validity and availability of the information contained on the Site. It is subject to change without notice. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Indemnification

Your use of any information or materials on the **Service** is entirely at your own risk, for which the **Company** shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the **Service** meet your specific requirements.

The **Service** contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these **Terms and Conditions**.

All trademarks reproduced in the **Service** which are not the property of, or licensed to, the **Company** are acknowledged on the **Website**.

Unauthorized use of the **Service** may give rise to a claim for damages and/or be a criminal offence.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to 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 **Service** after those revisions become effective, **You** agree to be bound by the revised terms. If **You** do not agree to the new terms, in whole or in part, please stop using the **Website** and the **Service**.

Governing Law

The laws of the **Country**, excluding its conflicts of law rules, shall govern these Terms and Your use of the **Service**. Your use of the **Service** may also be subject to other local, state, national, or international laws.

You may not use the **Service**:

- (i) in violation of any law, statute, rule or regulation;
- (ii) in connection with any illegal, fraudulent, offensive, violent, immoral or indecent activity;
- (iii) in any manner that encourages, promotes, facilitates or instructs others to engage in any illegal, fraudulent, offensive, violent, immoral, or indecent activity.

The Courts of Trinidad and Tobago shall have jurisdiction over any and all disputes which arise out of the **Service**.

Contact Us

If you have any questions about these **Terms and Conditions**, **You** can contact us:

- By email: yooz@yoozit.today
- By phone number: +1 (868) 235 6182