

# DPO Group Terms and Conditions

(V1.0 Sep 2021)

Please read these Terms and Conditions prior to using [www.dpogroup.com](http://www.dpogroup.com)

By using [www.dpogroup.com](http://www.dpogroup.com), the user agrees to the following terms and conditions:

1. [www.dpogroup.com](http://www.dpogroup.com) is operated by 3G Direct Pay Limited. The site offers a variety of services and products, including tourism services, flights, organized trips and package deals (“The Service or Services”).
2. The services offered in [www.dpogroup.com](http://www.dpogroup.com) are offered by 3G Direct Pay Limited. The Services offered on [www.dpogroup.com](http://www.dpogroup.com) may be provided by 3G Direct Pay Limited and/or other various third party providers and distributors.
3. The use of [www.dpogroup.com](http://www.dpogroup.com) is subject to the terms and conditions stipulated here under (“The Terms and Conditions”). The Terms and Conditions constitute an agreement between 3G Direct Pay Limited and the user of [www.directpay.online](http://www.directpay.online).
4. The user is requested to carefully read the Terms and Conditions as they determine his rights and obligations. Using [www.dpogroup.com](http://www.dpogroup.com) and clicking the “I agree to the Terms and Conditions” box on the payment page, constitutes a definite and irrevocable acceptance on the part of the user to all the Terms and Conditions. The user and/or anyone on his behalf shall not have any claim and /or demand, whether direct or indirect, against 3G Direct Pay Limited and/or its owners and/or anyone acting on their behalf, except as provided here within.
5. 3G Direct Pay Limited reserves the right to change and/or modify, at any time and at its sole discretion, the Terms and Conditions, the scope and availability of the Services at [www.dpogroup.com](http://www.dpogroup.com) and any other aspect connected and/or related to [www.dpogroup.com](http://www.dpogroup.com). Each change and/or modification shall take effect from the time of its inclusion in [www.dpogroup.com](http://www.dpogroup.com). The binding Terms and Conditions of each order made by the user shall be the Terms and Conditions appearing on the [www.dpogroup.com](http://www.dpogroup.com) site at the time of the order. A user who does not agree with any part of the Terms and Conditions must not use [www.dpogroup.com](http://www.dpogroup.com). The Terms and Conditions refer to both male and female, and the linguistic use of the male gender is for convenience only.
6. 3G Direct Pay Limited is the company that manages the business and is the party with which the cardholder enters into a contractual agreement. The following subsidiaries of 3G Direct Pay Limited are legally registered and licensed to operate in the provision of online payment solutions: Direct Pay Limited (Kenya), Direct Payment Uganda Limited, One Payment Tanzania Limited, Direct Payment Limited Rwanda, and Pay Now Zambia Limited.

## Information, Security and Privacy

7. The personal details that the user submits while making an order, including the details of his purchase(s), shall be retained by 3G Direct Pay Limited for its database. 3G Direct Pay Limited shall not transfer this information to any third party, except to its service providers and only for completing the order.

- a. Cardholder agrees that “merchant of record” stores card on file for quick deposit,
- b. Or Cardholder agrees that “merchant of record” PCI DSS Level 1 service provider stores card on file for quick deposit.

8. 3G Direct Pay Limited dedicates resources and takes measures to prevent others from entering [www.dpogroup.com](http://www.dpogroup.com) and infringing upon the privacy of the [www.dpogroup.com](http://www.dpogroup.com) users. However, it is impossible to totally prevent others from entering the site and obtaining the information contained within, without 3G Direct Pay Limited knowledge and authorization. Therefore, the user hereby declares that he shall not have any claims and/or demands, whatever sort, against 3G Direct Pay Limited and/or anyone acting on its behalf arising from such unauthorized use of the information if it shall regretfully occur.

## **Ownership and Rights**

9. [www.dpogroup.com](http://www.dpogroup.com), the trademarks and models contained within are the property of 3G Direct Pay Limited and / or of other third parties that advertise in [www.dpogroup.com](http://www.dpogroup.com). The user must not change and / or modify the content and / or the information and / or the data and / or the software and / or the Services and / or anything else contained within [www.dpogroup.com](http://www.dpogroup.com). Furthermore, the user must not copy and / or reproduce and / or republish and / or distribute and / or sell and / or transfer and / or modify and / or use, in any way or kind, directly and / or indirectly, data and / or information and / or any other element contained and / or is a part of [www.dpogroup.com](http://www.dpogroup.com), (except download, display and / or print one copy of the information presented [www.dpogroup.com](http://www.dpogroup.com), on a single computer, for personal, non-commercial use only).

10. Nothing contained on [www.dpogroup.com](http://www.dpogroup.com) should be construed as granting any license and / or any right to use any of the propriety rights displayed on [www.dpogroup.com](http://www.dpogroup.com), nor any waiver of whatever kind, of those rights by their owners.

11. The use of any trademarks and / or other propriety rights, contained in [www.dpogroup.com](http://www.dpogroup.com), on any other Web site and / or in any other environment of networked computers is strictly prohibited. The user must not post and / or transmit any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic, or profane material and/or any other material that could constitute and/or encourage conduct that would be considered a criminal offence and / or give rise to civil liability and / or otherwise in violation of any law domestic or foreign.

12. Illegal and / or unauthorized use of [www.dpogroup.com](http://www.dpogroup.com) and / or of the information contained in [www.dpogroup.com](http://www.dpogroup.com) shall constitute a breach of copyrights and / or trademarks and / or other intellectual properties and a violation of propriety laws. The user hereby declares that he knows that [www.dpogroup.com](http://www.dpogroup.com) and all the information and / or data contained within, as well as the form and design of [www.dpogroup.com](http://www.dpogroup.com), are the exclusive property of 3G Direct Pay Limited and in the case of third parties' advertisements the property of those other third parties.

13. 3G Direct Pay Limited and any third-party advertising on [www.dpogroup.com](http://www.dpogroup.com) make no warranty of whatever sort or kind in regard to [www.dpogroup.com](http://www.dpogroup.com) and the services and products advertised in [www.dpogroup.com](http://www.dpogroup.com), all of which are provided on an “as is” basis. 3G Direct Pay Limited and any third-party providers and / or distributors, do not warrant the accuracy and / or completeness and / or reliability of any of the content and / or information and / or data contained on [www.dpogroup.com](http://www.dpogroup.com), and expressly disclaim, to the fullest extent permitted by the applicable law, all warranties and conditions, including implied warranties and conditions of merchant ability and / or fitness for a particular purpose, and non-infringement, and those arising by statute and / or otherwise in law and / or from a course of dealing and / or usage of trades. [www.dpogroup.com](http://www.dpogroup.com) also includes merchant information over which 3G Direct Pay Limited has no supervision and / or control. 3G Direct Pay Limited does not verify the authenticity of this information and will not bear any liability for any mistake and / or deceit and / or discrepancy and / or missing information included therein.

## **Conditions and Liabilities**

14. The liability of 3G Direct Pay Limited is Limited by their terms of contract as well as by international conventions and local laws. Before making an order for a specific service, booking and reserving a service and / or flight through [www.dpogroup.com](http://www.dpogroup.com), it is recommended to read the specific customer contract of the service provider or the airline that operates the flight. If the user wishes to receive the contract conditions of the service provider or the airline which operates the flight, he can contact 3G Direct Pay Limited’s Support Center, and this information, if available, shall be given to him under the condition that the user has reserved the flight through [www.dpogroup.com](http://www.dpogroup.com).

15. If the services ordered by the user are not services that are provided by 3G Direct Pay Limited, 3G Direct Pay Limited shall be considered only as an intermediary between the user and the service provider and / or the airlines and / or the travel agencies and / or the tour operators, and therefore 3G Direct Pay Limited shall not be responsible and / or liable, directly and / or indirectly, to any damage and / or loss, of whatever sort or kind, due to the faulty and / or improper performance of those services and the sole responsibility and liability, in this regard, shall be borne by the service providers, according to their terms of service.

16. 3G Direct Pay Limited and / or any of the managers of [www.dpogroup.com](http://www.dpogroup.com) and / or the operators of [www.dpogroup.com](http://www.dpogroup.com) and / or anyone acting on their behalf do not warrant that the site is free from viruses and / or other malicious components that may damage the user’s computer and / or other equipment and therefore shall not be responsible, under any circumstances, and / or liable for any damages, of whatever sort or kind, caused by such viruses and / or other components.

17. In no event, shall 3G Direct Pay Limited and / or any third party provider and / or distributor be liable for any injury and / or loss and / or claim and / or damage and / or any special and / or exemplary and / or punitive and / or indirect and / or incidental and / or consequential damage of any kind (including but not limited to lost profits and / or lost savings and / or revenues), whether based in contract, tort, strict liability, or otherwise, which arises out, or in any way connected with, any use of [www.dpogroup.com](http://www.dpogroup.com) and / or any failure and / or delay (including but not limited to the use, or inability of use, of any component of [www.dpogroup.com](http://www.dpogroup.com)), the performance and / or non-performance by 3G Direct Pay Limited

and / or any third party provider and / or distributor, even if 3G Direct Pay Limited and / or any such third party has been advised of the possibility of such damages.

18. The user shall compensate and indemnify 3G Direct Pay Limited and / or anyone acting on its behalf and / or any third party provider and distributor and their officers, directors, employees, and agents, from and against any claims and / or demands including for all the expenditures and / or damages and / or legal costs that 3G Direct Pay Limited may be liable to due to the usage of [www.dpogroup.com](http://www.dpogroup.com) by the user.

## **Change, Modifications and Cessation of the Site and Offered Services**

19. 3G Direct Pay Limited may cease at any time the activity of [www.dpogroup.com](http://www.dpogroup.com) and / or cancel the services offered in it, including but not limited to all or some of the links contained in [www.dpogroup.com](http://www.dpogroup.com) to other sites.

20. 3G Direct Pay Limited may cancel the purchase of the services by the user, without any prior notice. 3G Direct Pay Limited may refuse access or cease access to [www.dpogroup.com](http://www.dpogroup.com) or to any part of it, to any user and at any phase, at its sole discretion and without any prior notice.

21. 3G Direct Pay Limited may change and modify, from time to time, the site's structure and / or outlook and / or terms and conditions of use and / or the scope and availability of its offered services and / or any other element connected to the site, its operation and the services, at its sole discretion and without prior notice.

22. All pictures and images displayed on [www.dpogroup.com](http://www.dpogroup.com) are for demonstration purposes only and do not, in any of form, constitute any obligation of whatever sort on 3G Direct Pay Limited's part.

23. Information displayed on [www.dpogroup.com](http://www.dpogroup.com) that is given to 3G Direct Pay Limited by third parties is under the sole responsibility of those parties, and 3G Direct Pay Limited shall not be responsible and / or liable to any mistakes and / or misrepresentation, of whatever sort regarding such information.

## **Use of [www.dpogroup.com](http://www.dpogroup.com)**

24. The user may use [www.dpogroup.com](http://www.dpogroup.com) to make legitimate orders or purchase different services and must not use [www.dpogroup.com](http://www.dpogroup.com) for any other purposes, including without limitation, to make any speculative, false, or fraudulent order and / or any order in anticipation of demand.

25. An order through [www.dpogroup.com](http://www.dpogroup.com) can be paid only by the forms of payment represented in [www.dpogroup.com](http://www.dpogroup.com). Any person who owns a valid credit card or other form of payment may purchase services through 3G Direct Pay Limited. Without detracting from the above stated, a condition precedent for the execution of the purchase order through [www.dpogroup.com](http://www.dpogroup.com) is the receipt of the approval of the user's credit card company or form of payment provider for the purchase.

26. www.dpogroup.com is intended for making orders and purchasing different services and products and for the receipt of information in this regard to such services and products. No other use is permitted.

27. If the user represents that he is of a sufficient legal age to use www.dpogroup.com and to create binding legal obligations for any liability that he may incur as a result of the use of www.dpogroup.com, he shall be financially responsible for all uses of www.dpogroup.com by the user and those using his login information.

## **Reservation and Order Procedures**

28. The user should enter in the chosen order's details, the form of payment details, and all other details requested by the order form. The user shall be solely responsible for all errors while entering the different requested details, including but not limited to errors in choosing the service details and / or the flight destination and / or vacation and / or the number of tickets and / or services that the user wishes to purchase and / or mistakes regarding the ages of the passengers and / or regarding the passenger's passport details.

29. 3G Direct Pay Limited and / or third party providers and / or distributors shall not be responsible and / or liable, directly and / or indirectly, if the order and / or some of the order's details shall not be accepted by the system, for whatever reason and / or cause.

30. 3G Direct Pay Limited shall not be responsible for any technical and / or other problems that shall prevent the user from purchasing the Services on www.dpogroup.com.

31. Entering false details, including invalid credit card details and / or details of credit cards that the user has no right to use, is a criminal offense. Legal action can be taken against anyone entering false information, including civil suits for damages, which 3G Direct Pay Limited and / or any third-party providers and / or distributors, might incur due to, or regarding, the entering of false information.

32. 3G Direct Pay Limited and / or third party providers and / or distributors are under no obligation to accept the user's order and / or to give it priority over other orders including orders that were made later.

## **Prices and Payments**

33. The prices listed on www.dpogroup.com are valid for orders made exclusively through www.dpogroup.com. The prices specified on www.dpogroup.com are in U.S. dollars. All payments in different currencies shall be translated to U.S. dollars, as per the selling transfer rate of the U.S. dollar. 3G Direct Pay Limited. shall debit the user's credit card for the order only after confirmation of the order.

An extra fee will be charged for order changes and/or cancellations.

34. Though the total amount that the customer is charged is clearly indicated on the payment page, the customer may incur additional costs depending on the preferred mode of payment (i.e. Safaricom charges for mpesa transfers, debit card transaction fees for debit cards, etc).

35. The number of vacation days per each package listed on [www.dpogroup.com](http://www.dpogroup.com) includes the day of departure and the day of return, in accordance with the flight schedules of the various airlines. The number of vacation days is counted from the time the passengers leave their country to the time they return, even if the departure occurs in the afternoon or evening and the return flight lands in the morning.

## **Cancellations**

36. Reservation that have been sent and cancelled shall be charged with cancellation fees.

37. The cancellation fees that the user shall be charged with shall be at the rates customary in 3G Direct Pay Limited. and/or as charged by third party providers and distributors of the Services. The user is requested to ascertain, by phone, the rate of the cancellation fees before the actual cancellation.

38. 3G Direct Pay Limited. recommends that the user acquire insurance policies, which will cover events of cancellations, and a medical insurance policy. 3G Direct Pay Limited. recommends that the user check carefully the terms and conditions stated in these policies.

Direct Pay (U) Ltd will give merchants notice that 3G Direct Pay Limited will cancel the purchase of the services by the user or may refuse access or cease access to <https://dpogroup.com/online-payments/uganda/> or to any part of it, to any user and at any phase, at its sole discretion and without any prior notice.

## **Visas and Passports**

39. The user shall be solely responsible for any damages of whatever sort or kind that may be caused by any errors in typing passport details, including their expiration dates. A passenger who claims to have a valid exit or entrance visa, in accordance with the law of the relevant countries, and then finds out at the airport of departure or destination, that he does not hold a valid visa and/or other essential documents, is solely responsible for all the damages that he and/or the airline and/or 3G Direct Pay Limited and/or anyone acting on its behalf, shall incur.

40. The passenger shall indemnify the airline and/or 3G Direct Pay Limited and/or anyone acting on its behalf, for such damages immediately upon 3G Direct Pay Limited's first demand. In addition, and without prejudice to the passenger's obligation, 3G Direct Pay Limited shall be entitled to debit those amounts by charging the passenger's credit card that the details of which were given by the passenger and/or any other means.

## **Links to Other Sites**

41. [www.dpogroup.com](http://www.dpogroup.com) contains links to different commercial Web sites and other Internet pages (hereinafter: "the other web sites"). 3G Direct Pay Limited. has no control over the other websites, and the use of them is subject to the terms, conditions and other instructions detailed in the other websites, if such exist. The Web Sites are provided only for the user's convenience and are not endorsed by 3G Direct Pay Limited. in any way or form.

42. 3G Direct Pay Limited shall not be liable in any way whatsoever to the contents of the other web sites and the inclusion of the links are not, in any way, confirmations of whatever sort, on 3G Direct Pay Limited's behalf, as to the truthfulness and/or correctness of the information contained on the other web sites.

43. If the user shall decide to access the other websites, he does so at his own risk. Every transaction that the user will carry out on the other websites shall be executed directly between the user and the other website and/or the site owners and/or its operators and/or anyone acting on their behalf, without any involvement on the part of 3G Direct Pay Limited and/or anyone acting on 3G Direct Pay Limited's behalf, and 3G Direct Pay Limited and/or anyone acting on its behalf shall not be liable, in any way or form, to any act and/or transaction and/or purchase that shall take place in the other web sites.

44. By using [www.dpogroup.com](http://www.dpogroup.com), the user agrees and acknowledges that he will have no claim and/or demand, of any kind or form, against 3G Direct Pay Limited. and/or anyone acting on its behalf for any use and/or act and/or transaction and/or purchase of products and/or services that will take place on the other websites.

45. If 3G Direct Pay Limited and/or anyone acting on its behalf, shall try out of their goodwill and on exceptional basis to assist in solving a problem of a user on [www.dpogroup.com](http://www.dpogroup.com) that chose to carry out a transaction on the other websites, this assistance shall not be interpreted in any way as putting any liability, of whatever kind or form, on 3G Direct Pay Limited. and /or anyone acting on its behalf. Similarly, nothing shall be interpreted in these Terms and Conditions as creating any liability of whatever sort or kind on 3G Direct Pay Limited. and/or anyone acting on its behalf, for any act, whatsoever, that the user has taken on the other websites or by means of the other websites.

## **Entire Agreement, Additional Terms and Severability**

46. These Terms and Conditions, together with those incorporated herein or referred to herein, constitute the entire Agreement between 3G Direct Pay Limited and the user, relating to the subject matter hereof, and supersedes any prior understandings and/or agreements (whether oral and/or written) regarding the subject matter, and may not be amended and/or modified except in writing or by making such amendments or modifications available on [www.dpogroup.com](http://www.dpogroup.com).

47. Additional terms and conditions may apply to orders, purchases of goods and/or services and other uses of portions [www.dpogroup.com](http://www.dpogroup.com), and the user agrees to abide by such other terms and conditions.

48. The Terms and Conditions shall be deemed severable. If any provision shall be determined to be unenforceable and/or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by the applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

## **Jurisdiction and Choice of Law**

49. The law governing this agreement is the Law of Uganda. You consent that the Courts of Uganda shall have exclusive jurisdiction on matters which relate to a complaint originating in Uganda.

## **Data Retention**

50. Direct Pay (U) Ltd will retain data for a period of 10 years from the date of the data collected.

The company will also establish and maintain records to enable the reconstruction of transactions for at least ten years after the conclusion of the transaction.

## **Terms & Conditions**

51. The service provider terms, conditions and cancellation/return policy will apply.

52. The credit card that made payment must be presented when the service is consumed and/or at the check-in (or prior to consumption of the service), together with valid identification documents. In all cases, if the cardholder is not the service consumer, 3G Direct Pay or the service provider will request additional verification information.