



These Definitions are applicable and form part of the Merchant Agreement entered into with us.

## 1. DEFINITIONS FOR GENERAL TERMS

Adumo Online Support Email Address	means <a href="mailto:Support@adumoonline.com">Support@adumoonline.com</a> .
Adumo Online Support Contact Number	means 0215553260.
Adumo Online Website	means <a href="http://www.adumoonline.com">www.adumoonline.com</a>
Aggregation	means a Merchant that accepts Payment Instructions from any other person/entity as a regular feature of that person's business, for purposes of making payment on behalf of that person/entity to a third person to whom that payment is due.
Alternative Service Providers	means the third parties each being cited in the Schedules who have duly authorized us to enter into a Merchant Agreement with you in respect of the Solutions offered by them.
API	means application program interface, a set of functions, requirements, specifications and procedures, which we provide to you in writing, to enable you to develop your communication protocols to interact with our System, for purposes of providing you with the Solution.
Application form	means a document that records your personal information, debit order authorisation, the Solution selected by you, your marketing consent, personal information processing consent and your acceptance of the terms and conditions of the Merchant Agreement.
Authorisation	means the process whereby we request approval of a Transaction from an Alternative Service Provider or Issuing Bank. Upon receipt of an approval or decline message, we will communicate the message to you.
Bank	means the acquiring bank that routes and/or transmits Card Association Transaction on your behalf for Authorisation and settlement to an Issuing Bank.
Business Day	means any day other than a Saturday, Sunday or a public holiday, recognised under the Public Holidays Act, 26 of 1994.
Business Hours	means the hours between 08h00 and 17h00 on any Business Day. Any reference to time will be based upon South African Standard Time.
Card	means payment Data that is used to facilitate Authorisation and settlement and includes any physical or virtual card and/or token issued by an; Issuing Bank, a loyalty scheme and/or private label organisation.
Card Association or Card Scheme	means Visa, MasterCard, UPI, Diners and Amex card schemes.
Chargeback	means the return of a Transaction by the Issuing Bank as a result of a Customer dispute, an Invalid Transaction or a fraudulent Transaction.
Charges	means any fees and charges applicable to the Solution, as set-out in the Pricing Schedule.
Customer	means the person/entity who uses a Payment Instrument to pay you for goods and/or services.
Data	means any facts and/or information, including personal facts and information as defined in the ECTA, POPIA and any other legislation; regulations; Card Association rules and industry

	requirements, relating to the protection of facts and information stored, collected, collated, accessed, received, recorded, modified, retrieved, altered, used and/or processed.
Data Compromise	means the unauthorised access, transmission or use of Data or the damage, erasure, copying, disruption, alteration, corruption, loss, theft, degradation, dissemination or distribution of the Data in any manner.
Destructive Element	means any "back door", "time bomb", "time lock", "Trojan horse", "worm", "drop dead device", "virus" and any other computer software routine, programme or code intended or designed to (a) permit access to or the use of either Party's computer system by an unauthorised person, (b) disable, damage, erase, disrupt or impair the normal operation of either Party's computer system, (c) damage, erase or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations of either Party's computer network or (d) lead to or result in a Data Compromise.
ECTA	means the Electronic Communication and Transactions Act, No. 25 of 2002, as amended from time to time.
Effective Date	means the earliest date determined by either: (i) the date we confirm your activation (act or process that we perform to enable the Solution for your use); or (ii) the date you start using the Solution.
Enhancements	means any changes, additions, modifications, updates, upgrades, or addition of new products or features to Your System.
Fault	means a Critical, Moderate or Minor Fault experienced during Acceptance Tests, each of which has the following meaning – "Critical Fault" means a fault causing a Solution not to function or to be unable to function substantially in accordance with its specifications, or, where its functionality or the time it takes to process transactions, is dramatically diminished from the norm; "Moderate Fault" means a fault causing functionality or transaction processing time of a Solution to be diminished from the norm, but which would not prevent you from trading effectively; "Minor Fault" means a fault other than a Critical or Moderate Fault;
Force Majeure	means "Acts of God", load-shedding, power outage/failure, national blackout; pandemic; illegal strikes; civil strife, riots, sabotage, insurrection, acts of war or public enemy, illegal strikes, combination of workmen, interruption of transport, lockouts, interruption of essential services from public utilities (including electricity, water and sewerage), prohibition of exports, inability on our part due to Force Majeure to obtain a Solution from our Third-Party Service Providers (including telecommunications suppliers), rationing of supplies, flood, storm, fire, load shedding or any other circumstances beyond the reasonable control of the Party claiming.
General Terms of Use	means these terms and conditions governing the overall relationship between the Parties in relation to the Solution.
Intellectual Property	means any know-how, patent, copyright, registered design, trademark or other industrial or intellectual property rights, whether registered or not and whether or not capable of being registered and any application for any of the above.
Invalid Transaction	means a Transaction which is for any reason non-compliant with the Rules.
Issuing Bank	means a bank that issues Cards.

Losses	means any and all damages, fees, costs, charges, Chargebacks, expenses, instructions, commitments, disputes, claims, defences, taxes (local or foreign), fines and penalties imposed upon or incurred by the parties, howsoever arising in connection with the Merchant Agreement.
Material changes	means any changes to the Merchant Agreement that have a significant impact on your business, could lead to a penalty to you or that change the relationship between you and us.
Merchant Agreement	means these Terms, Schedules, the Application Form (online/digital or paper based), Charges Schedule and any other document attached to the Merchant Agreement from time to time.
Nominated Account	means the bank account that you provided to us as set out in the Application Form which we are authorized to debit and pay settlement into.
our / us / we	means Adumo Online Pty Ltd with registration number: 2013/025842/07, a company with limited liability, incorporated under the company laws of the Republic of South Africa, together with its affiliates, associates, cessionary, delegates and successors in title.
Our System	means the information technology systems and networks (connected between its entry and exit points), used by us to provide the Solution to you and include computer equipment, routers, switches, firewalls, cabling, servers, and any other hardware, software, cloud services or infrastructure associated therewith.
Party or Parties	means either you or us, or both according to the context.
PASA	means the Payment Association of South Africa and its successor in title, being the payment system management body as approved by the South African Reserve Bank, who determines the industry requirements applicable to you and us.
Payment Instrument	means a Card, mobile, key fob, third party mobile payments, QR code payments, digital wallet services (e.g, Samsung pay and Apple pay) and any other mechanism that is designed to hold secure data and enables the flow of funds from the Customer to another party.
Payment Stream	means the method of payment selected by the Customer. We enable the following Payment Streams: Card Not Present Transactions; Debit Orders and Electronic Fund Transfers.
PCI	means Payment Card Industry.
PCI DSS	means payment card industry data security standard. This global security standard for information is designed to enhance control over credit card data to prevent fraud. This is in relation to PCI Compliance.
POPIA	means the Protection of Personal Information Act number 4 of 2013, as amended from time to time.
Privacy Policy	means our statement located on our website that discloses how we deal with your Data and Personal information.
Refund Transaction	means a request to transfer value from your account to the Customer's account. A refund is a credit payment instruction issued by you to credit a Customer's account. For example: Customer returns goods to you, in return for which you credit the Customer with the value of the goods.
Reversal Transaction	means a request to cancel or "reverse" a Customer's previous Transaction.
Rules	means applicable local or international legislation and regulations; Bank requirements; Card Association rules; PASA rules; PCI rules; and any other industry requirements communicated to you from time to time.
Schedule	means any document marked as "Schedule" and attached to the Terms.

Solution or Solutions	means a collective reference to the products, services and/or Value-Added Services we provide to you under this Merchant Agreement as selected by you on the Application Form.
Third-Party Service Provider	means any person or entity appointed by a Party from time to time, to perform services on behalf of such Party.
Transaction	means a refund, reversal or purchase by a Customer of goods and/or services from you using a Payment Stream and include deposit, cash withdrawal, cashback performed by a Customer.
Value Added Services	means services that do not form part of the core Solution as further defined in a Solution Schedule attached hereto.
Vulnerability Management Program	means the process of identifying, evaluating, treating and reporting on security vulnerabilities in Your Systems and the software associated therewith.
you or your	means the entity whose name is reflected on the Application Form, or subsequent written notification of amendment of name that has entered into this Merchant Agreement with us.
Your System	means the information technology systems and networks (connected between its entry and exit points), connected to Our System using the API, to access the Solution and include computer equipment, routers, switches, firewalls, cabling, servers, and any other hardware, software, cloud services or infrastructure associated therewith.

## 2. DEFINITIONS FOR ONLINE PAYMENT PROCESSING SERVICES

3DSecure	means an additional security layer for online Transactions. 3D-Secure improves online Transaction performance and provides the ability to authenticate Customers during an online purchase, thus reducing the likelihood of fraudulent usage of Cards;
Card Not Present Transaction Solution	means a Customer-initiated Transaction for the payment of goods and/or services purchased online from you, where neither the Customer nor the Card is present at the time of purchase;
Client Portal	means a platform that provides you with Transaction, reporting and billing information;
Debit Order Solution	means an agreement between you and a customer that gives you the authority to debit the Customer's account on a date agreed to with your Customer with an amount equal to the value of the service and/or goods purchased online from you;
EFT Solution	means a solution that enables a Customer to pay online using electronic funds transfer for goods and/or services purchased from you;
Hosted Payment Page	means an Adumo Online web page that is used by you to facilitate the processing of Payment Instruments of Customers for the payment of goods and/or services purchased from you. The Hosted Payment Page is accessible by way of a virtual integration into us
Integrated Reporting	means a live portal accessible by means of an API that provides you with: Transaction assistance reporting (a breakdown of all Transactions processed by you over a specific date range) and Transaction status reporting (a live view of the status of the Transactions processed by you);
Mobicred Solution	means a credit facility that allows Customers to pay for goods and/or services purchased online from you using a Mobicred Payment Instrument;
Mobile Money Solution	means a solution that provides a Customer the ability to pay for goods and/or services purchased from you using the funds available in their wallet;
Multi-Currency Solution	means a solution that allows a foreign Customer to pay for goods and/or services purchased from you in foreign currency. For Multi-Currency Solutions authorisation takes place in one currency (currently USD or EUR) and settlement takes place in ZAR

Payment Gateway	<p>means the front-end technology that enables:</p> <ul style="list-style-type: none"> <li>• you to accept Payment Instrument online from Customers for the payment of goods and/or services; and</li> <li>• route Transactions to a Bank or Alternative Service Provider (as applicable) for authorization and settlement;</li> </ul>
Payment Link Solution	means a link embedded in an SMS, messaging services, email or pdf document that is used by you to facilitate the processing of payments for goods and/or services purchased online from you;
PPS Services	<p>means Online Payment Processing Services:</p> <ul style="list-style-type: none"> <li>• a service that enables online payment acceptance through the use of Solutions provided by us, using our Payment Gateway or Hosted Payment Page, as selected by you; and</li> <li>• the provision of Integrated Reporting;</li> </ul>
Payment Streams	means the method of payment selected by the Customer;
QR-Code Solution	means a quick response code, a two-dimensional barcode that can be scanned and read by electronic devices. The barcode enables Customers to pay for goods and/or services by scanning the barcode allocated to and displayed on your online store;
Real Time Payment	means Customer initiated Transaction against their Card at the time of the online purchase;
Recurring Payment Solution	means a solution that enables you to automatically pull funds from a Customer's account, at regular intervals at the request of a Customer, for the payment of goods and services purchased online from you, on an ongoing basis. For example, subscription services;
Tokenization Solution	means a mechanism that allows us the ability to encrypt and store card information on behalf of the Customer and you. Tokenisation is the process of substituting sensitive data with a non-sensitive equivalent, referred to as a token, that has not extrinsic or exploitable meaning or value.
Visa Click to Pay Solution	means an alternative payment option that allows Customers to pay for goods and/or services upon checkout, by using the Card information stored on a secure centralised Visa platform. VISA Click to Pay is a VISA solution that enables Customers to register their Cards in a secure wallet that requires a single login and password. This overcomes the requirement for the Customer to register their Cards at various online merchants. VISA Click to Pay uses Visa Token Services (VTS) to tokenise the Card. These tokens are stored securely by VISA Click to Pay in a single place;
Vouchers Solution	means a solution that provides a Customer the option to pay for goods and/or services purchased from you using a credit confirmation;
Web Interface	interface provided to communicate with us.
CAVV/AAV/AEVV	means the Cardholder Authentication Verification Value (CAVV), the Accountholder Authentication Value (AAV), and the American Express Verification Value (AEVV), are the values that allows Visa, Mastercard and American Express to validate the integrity of the Visa Secure, Mastercard Identity Check and American Express SafeKey transaction data. These values are passed back from the issuer to the merchant after the authentication has taken place. The merchant then integrates the CAVV/AAV/AEVV value into the authorization request using the Purchase or Pre-Authorization with 3-D Secure transaction type.

ECI	means Electronic Commerce Indicator. It is a value returned by Directory Servers (namely Visa, MasterCard, JCB, and American Express) indicating the outcome of authentication attempted on transactions enforced by 3DS.
API	Means an application programming interface, it enables companies to open up their applications' data and functionality to external third-party developers, business partners, and internal departments within their companies. This allows services and products to communicate with each other and leverage each other's data and functionality through a documented interface.
XML	means Extensible Markup Language (XML) is a markup language that defines a set of rules for encoding documents in a format that is both human-readable and machine-readable.
RICA	means The Regulation of Interception of Communications and Provision of Communication Related Information Act (RICA), which is Face to Face, performed to validate a customer against ID, physical and postal/or addresses, mobile numbers. It is specific to the Cell Phones, ensuring those carrying them are correctly authenticated.
AVS	address Verification Service, we sent a message to a service that checks the registered address linked to the card number
CSV	means a Comma Separated Values (CSV) file is a plain text file that contains a list of data. These files are often used for exchanging data between different applications.
PAN	means the primary account number, which refers to a 14-, 15-, 16-, or even up to 19-digit number generated as a unique identifier designated for a primary account. Primary account numbers are also called payment card numbers as they are found on payment cards like credit and debit cards. This account number is either embossed or laser-printed and is found on the front of the card.