

BY SIGNING THE APPLICATION FORM OR A REQUEST FOR AN ADDITIONAL SOLUTION, YOU AGREE TO BE BOUND BY THE TERMS SET OUT HEREIN. THESE TERMS MANAGE YOUR RELATIONSHIP, RESPONSIBILITIES AND CONTACT WITH US AND MUST BE READ IN CONJUNCTION WITH THE REMAINDER OF YOUR MERCHANT AGREEMENT

Your Merchant Agreement consists of these Terms, Online Payment Processing Services, the Application Form (online/digital or paper based), your Pricing Schedule and any other document attached to the Merchant Agreement from time to time. A copy of the latest Terms and Solution Schedules is available on our Adumo Online Website at www.adumoonline.com.

If you do not understand any part of these Terms, you must request that it be explained to you before accepting and concluding the Merchant Agreement. You can contact us at Adumo Online Support Email Address or Adumo Online Support Contact Number.

1. INTRODUCTION

- 1.1. We have entered into an agreement with Alternative Service Providers in terms of which we are authorised to offer our customers the option to accept the various Solutions offered by the respective Alternative Service Providers. Solutions will be made available to Merchant subject to these Terms and the terms contained in the Solution Schedules.
- 1.2. By completing our Application Form or a request for an additional Solution, you express your desire to make use of the Solutions offered by us and our Alternative Service Providers, as per your selection on our Application Form or a request for an additional Solution.
- 1.3. Once we have received a completed Application form or a request for an additional Solution, we need to authenticate the information and documentation you provided to us. Your ability to use a Solution depends on you passing the authentication and onboarding process for such Solution and you providing us with the additional documentation and information requested. Should the authentication and/or onboarding process fail for whatever reason and your identity cannot be confirmed, we will not be able to provide a Solution to you; and neither you, nor us will have any further claim against each other.
- 1.4. Where marketing consent has been provided, we will cross-sell the services offered within the Adumo (RF) Pty Ltd group to you. The services will be marketed to you in line with the provisions of our Privacy Policy, a copy of which is available from the Adumo Online Website at www.adumoonline.com.
- 1.5. We agree to provide you with the Solutions you selected and for which you have been approved.
- 1.6. You appoint us with effect from the Effective Date to provide you with Solutions subject to the terms of the Merchant Agreement.

2. INTERPRETATION

- 2.1. When These Terms Will Apply
 - 2.1.1. From the Effective date for the duration of the Merchant Agreement and for any Transaction processed using the Solution.
- 2.2. How to Understand the Terms
 - 2.2.1. Any terms printed in bold place a strict obligation on you and must be carefully read and understood by you.
 - 2.2.2. Words that are defined will bear the defined meaning. Words in lower case bear their plain English meaning.
 - 2.2.3. If one or more of these Terms are invalid, it will not mean that the rest of the Terms are invalid. The rest of these Terms will still be legally applicable to you and us.
- 2.3. How to Deal with Conflicting Terms

- 2.3.1. If any of these Terms are inconsistent with the terms of a Schedule, Application Form or any other document attached to these Terms or a Schedule, then the Merchant Agreement will be read in the following order (“order of precedence”):
 - 2.3.1.1. document attached to the Terms;
 - 2.3.1.2. Application Form and Charges Schedule;
 - 2.3.1.3. Schedule;
 - 2.3.1.4. Terms.
- 2.4. If there is conflict relating to any amount in the Merchant Agreement described in numbers and words, the words will prevail.
- 2.5. All amounts in the Merchant Agreement exclude VAT, where the intention is that an amount includes VAT, the words “including VAT” or “including value-added tax” will be specifically recorded.
- 2.6. Where any number of days is prescribed, those days shall be calculated by excluding the first Business Day and including the last Business Day.

3. DURATION AND TERMINATION

- 3.1. The Merchant Agreement will commence on the Effective Date and will continue on a month-to-month basis, unless either Party terminates the Merchant Agreement in accordance with the termination provisions below.
- 3.2. Either Party may terminate the Merchant Agreement at any time, by giving the other Party a full calendar month’s prior written notice. A calendar month commences on the first day and ends on the last day of that calendar month.
- 3.3. Should you be a Consumer in terms of the CPA and has not been excluded by any regulations associated therewith as at the Effective Date and have entered into the Merchant Agreement as a result of direct marketing by us, you may cancel the Merchant Agreement in writing within 5 (five) Business Days of the Effective Date, without penalty.
- 3.4. In the instance that an Alternative Service Provider terminates our authority to provide a Solution, then your use of the Solution and associated terms and conditions associated thereto will automatically terminate. We will provide you with written notice (including email) of such termination and the date of termination.
- 3.5. Summary Termination:
 - 3.5.1. Notwithstanding the provision above, we may immediately terminate the Merchant Agreement or part thereof on written notice (including email) if:
 - 3.5.1.1. you have adverse findings on credit and intelligence bureaus;
 - 3.5.1.2. we are instructed to terminate by the Bank, Card Association, regulatory authority or a court of law;
 - 3.5.1.3. your asset(s) are attached under a warrant of execution;
 - 3.5.1.4. you are placed under voluntary or compulsory liquidation or sequestration (whether provisionally or finally), you have taken steps for voluntary winding up other than for reconstruction or amalgamation purposes or other similar process;
 - 3.5.1.5. you commit an act of insolvency as described in the Insolvency Act, No. 24 of 1936;
 - 3.5.1.6. you are placed under administration in terms of the Magistrates Act, No. 32 of 1944, or
 - 3.5.1.7. you are under debt counselling in terms of the National Credit Act, No. 34 of 2005;
 - 3.5.1.8. you apply for assistance under the Agricultural Debt Management Act 45 of 2001;
 - 3.5.1.9. you commence business rescue proceedings;
 - 3.5.1.10. you compromise or attempt to compromise or defer payment of any debt owing to your creditors;
 - 3.5.1.11. you allow a judgment against you to remain unsatisfied for 30 days, without taking steps to rescind or appeal the judgement;
 - 3.5.1.12. you dispose of all or a material portion of your assets, or undertake or cease to conduct your business;
 - 3.5.1.13. you consolidate with or merge into any entity where the beneficial ownership of 20 (twenty) percent or more of the outstanding voting securities, or other ownership interests in you are acquired by any entity or there is any change in ownership in your business and you have not advised us in writing in accordance with the Terms;

3.5.1.14. there is a change in nature of your business, and you have not advised us in writing in accordance with the Terms.

3.6. If the Merchant Agreement or part thereof is terminated for any reason:

- 3.6.1. the impacted Solution(s) and terms and conditions of the Merchant Agreement relating to such Solution(s) will automatically terminate;
- 3.6.2. you are required to return all confidential information, Data and/or material related to the Merchant Agreement within 5 (five) business days from the date of termination.
- 3.6.3. Charges will cease to apply from the date of de-activation of the Solution, subject to clause 4.6.5 below;
- 3.6.4. you will refrain from using any marketing material, our trade marks, trade names and any intellectual property belonging to us;
- 3.6.5. **termination of Merchant Agreement will not affect any rights and obligations of the Parties that arose prior to the effective date of termination.**

4. CHANGES TO THE TERMS

4.1. When and How Can We Make Changes?

- 4.1.1. The latest version of the terms of the Merchant Agreement will be available on our Adumo Online Website and will replace all previous agreements you have entered into with us in respect of the Solutions. You must access our website to view the terms of your Merchant Agreement, as well as any amendments made thereto. The date set out next to the term "Last Updated" on the first page of the terms indicates the date on which the document was last amended.
- 4.1.2. The Merchant Agreement may need to be updated from time to time. When the terms of the Merchant Agreement are updated, we will communicate the updates to you as well as the effective date of the updates. We reserve the right to make any such updates effective immediately, if necessary, to maintain the integrity and security of our Solutions, and to comply with the Rules, legislation, regulations and industry requirements.
- 4.1.3. Where you subscribed to a Solution that includes the Value-Added Services free of charge, we may, on prior written notice (including email) to you, vary, discontinue or substitute any such Value-Added Services without reducing your Monthly Service Charges or providing you with any refund, unless we agree otherwise within our sole discretion.

4.2. How and When Will We Tell You About Changes

- 4.2.1. Any Material Change will be communicated to you as further detailed below:

Notice	Timing of notice before the change	Your rights
Telephone call, statement message, notification on our website, by e-mail or in a SMS, push notification or any of the digital channels	30 calendar days before change	You can end your relationship with us in accordance with the termination provisions set-out in these Terms.

- 4.2.2. In the event of a dispute as to materiality of an amendment between the Parties, we will make the final determination in this regard.
- 4.2.3. If you do not notify us of your intention to terminate the Merchant Agreement or part thereof within the termination provisions set-out in the Terms, your continued use of our Solutions will serve as confirmation that we have given you adequate chance to read and understand the terms of the

Merchant Agreement and will be regarded as your acceptance of the amended terms of the Merchant Agreement.

4.2.4. The continuous use of our Solutions will be governed by the amended terms of the Merchant Agreement.

4.3. What Changes Can We Make

4.3.1. Below are some reasons why we may make changes or updates to our Terms. Kindly note that this is not an exclusive list of reasons:

Reason:	Example:
A change in the Rules	We may have to update the Merchant Agreement due to new Rules that have been introduced that are stricter or introduce additional standards.
To do something positive for you	We may have to update the Merchant Agreement because we have updated our Solution for your benefit.
Any other change that affects us, if it is fair and reasonable to pass the impact of the change on to you	We may have to update the Merchant Agreement if we introduce new ways of working or introduce new technology that affects your operations.
An update in technology	We may need to make changes if we stop offering any Solutions or Value- Added Services or if we make any changes to our Solutions or Value-Added Services offering.
To make changes to the format or to the content of the Merchant Agreement	We may change the layout of the Merchant Agreement or remove certain sections or add something new that we have developed.

5. PARTIES' CONDUCT DURING OUR RELATIONSHIP

- 5.1. We will use appropriately skilled staff to perform the Solutions. Should factors beyond our reasonable control delay or prevent us from performing our obligations, including timely performance by you, a reasonable adjustment shall be made to the period within which we are to perform.
- 5.2. We will not be responsible for any malfunction, non-performance or degradation of performance of a Solution directly or indirectly arising out of any alteration or modification of the Solution made without our written approval.
- 5.3. By using a Solution(s), You agree to the following:
 - 5.3.1. to comply with the terms of the Merchant Agreement and the Rules;
 - 5.3.2. not violate anti-money laundering laws;
 - 5.3.3. to provide us with additional information and documentation that may be requested from time to time;
 - 5.3.4. to keep a record of Transactions for the duration of the Merchant Agreement and for a period of 3 years after the termination of the Merchant Agreement, unless otherwise required by Law;
 - 5.3.5. you, your employees and Third-Party Service Providers will not do anything, or engage in any activity, which is likely to adversely affect or damage our name and reputation;
 - 5.3.6. not be involved in Aggregation without obtaining our prior written approval;
 - 5.3.7. to provide us with reasonable and necessary support, to enable us to perform our obligations under the Merchant Agreement. Your failure to do so may result in us not being able to perform our obligations under the Merchant Agreement;
 - 5.3.8. to provide us access to the Solution during normal working hours and at other times reasonably requested by us, to enable us to perform our obligations;
 - 5.3.9. be responsible for any regulatory licenses, authorizations, approvals required in terms of the Rules;

- 5.3.10. to perform your obligations within the time periods set-out in the Merchant Agreement;
- 5.3.11. to provide at least 5 (five) Business Days' written notice (including email) to the Adumo Online Support Email Address before any of the following changes:
 - 5.3.12. the nature of your business;
 - 5.3.13. a change of address or contact details;
 - 5.3.14. not to state, imply or create the impression that we endorse or guarantee any of your goods or services.
- 5.4. The following acts and practices are prohibited and you agree not to do the following:
 - 5.4.1. sublicensing, renting, or otherwise making any part of the Solution available for use to any third party;
 - 5.4.2. furnishing us with information, in whatever manner or form, that is false, inaccurate or misleading.
 - 5.4.3. conducting business or using the Solution in a way which may result in complaints, disputes, Chargebacks, fees, penalties and other charges imposed on us, your Customers or any third parties.
 - 5.4.4. any action which may expose us to: credit or fraud risk, risk of breaching your or our obligations with respect to anti-money laundering and counter-terrorism financing; or a sudden increase of such risks.
 - 5.4.5. attempting to decipher our source code or software forming part of the Solution, in part or in whole.
- 5.5. **Your System:** By using our Solution(s) you agree to the following:
 - 5.5.1. to take all reasonable steps to maintain and upgrade your information technology infrastructure and Your Systems at your costs to ensure the Solution performs as prescribed in the Merchant Agreement and that the security and integrity of Your System is not compromised;
 - 5.5.2. should new capabilities to the Solution be introduced which require you to make Enhancements to Your System or platform, you undertake to implement these in a diligent manner with the necessary skill and care;
 - 5.5.3. to ensure the accuracy, correctness and completeness of all input and/or output data to be used by you on or in conjunction with the Solution. You bear the risk of checking the accuracy and correctness of, and the use of, all data prior to using same in your business and operations.
 - 5.5.4. to back-up and safely store and retrieve your data or the data generated through the use of the Solution.
- 5.5.5. **Enhancements to Your System:** You agree to:
 - 5.5.5.1. obtain the prior written approval from us before you implement any Enhancements which could have an impact on the Solution;
 - 5.5.5.2. test all Enhancements and its effect prior to implementing such Enhancements. We will be entitled, in our sole discretion, to attend such testing and/or obtain further details regarding your testing process.
- 5.5.6. security measures: You agree to:
 - 5.5.6.1. **malware protection:** You will deploy anti-malware software on all information technology systems that access, store, or process Payment Instrument Data, your networks, or information systems owned or operated by or on behalf of you. You will ensure that the latest updated anti-malware software is installed. You will also deploy adequate mechanisms to detect and issue alerts about potential unauthorized activity and respond appropriately to protect all systems that process, store, or transmit Payment Instrument Data.
 - 5.5.6.2. **Data security risk management:** You will implement a process whereby you periodically assess risk within the organization with respect to the possession, transmission and processing of Payment Instrument Data and take necessary risk response measures to appropriately manage identified risks.
 - 5.5.6.3. **password management and authentication controls:** You will ensure that Your System which process Payment Instrument Data or access your networks or information systems owned or operated by or on behalf of you employ strong password complexity rules in regards to logging out after failed login attempts and screen saver locks after a period of inactivity. You will prohibit your users from sharing passwords. You must change all default passwords before deploying any new hardware or software asset.

- 5.5.6.4. **Your System security:** You will establish and maintain secure configuration standards consistent with industry standards on all network devices and hosts that store, process, or transmit Payment Instrument Data or access your networks or information systems owned or operated by or on behalf of you. You will ensure that all software used in its information systems and infrastructure maintains up-to-date security patches and upgrades. You must identify and timely remediate any vulnerabilities identified in its networks, devices, and information systems.
- 5.5.6.5. **technical and organizational:** You will implement and maintain appropriate and reasonable technical and organizational security measures to protect your networks, information systems owned or operated by or on behalf of you, and Payment Instrument Data stored or processed by you from a Data Compromise. You will create and maintain policies and procedures that must govern the protection of your networks and information systems.
- 5.5.6.6. **network, operating system and application control:** You will maintain appropriate network security measures, including but not limited to firewalls to segregate your internal networks from the internet, risk-based network segmentation, and intrusion prevention or detection systems to alert you of suspicious network activity. You will securely operate Your Systems and applications that process, store, or transmit Payment Instrument Data by deploying key operational management controls.
- 5.5.6.7. **physical security:** You will implement appropriate safeguards and controls that restrict unauthorized physical access to facilities containing information systems, devices, and other equipment used to access or otherwise process Payment Instrument Data, your networks, or information systems owned or operated by or on behalf of you. You will implement clear desk procedures to protect Payment Instrument Data in any printed/media form from unauthorized access within your facilities.

6. INTEGRATION: RULES FOR INTEGRATING YOUR SYSTEM WITH OUR SYSTEM

- 6.1. We hereby grant you a limited, non-exclusive royalty-free, non-transferable, non-sublicensable and non-assignable license to use our API to access our Solutions and to display the contents received from the APIs within the application, for the duration of the Merchant Agreement. The License is granted for your exclusive use and may under no circumstance be distributed to, or used by- or for the benefit of any third party or for anything else but to access our Solutions and to display the contents received from the APIs within the application.
- 6.2. Your use of the APIs and display of the content must comply with the technical documentation, usage guidelines and any other documentation that will be provided to you. You may not use the API for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate this Merchant Agreement or the technical documentation, breach any laws or regulations, or violate the rights of third parties.
- 6.3. We own all rights, title, and interest in and to the API and to all output and executables of the API.
- 6.4. You agree that we will treat the information received from you through the API integration into us, as being sent by you to us for action.
- 6.5. The API provided to you in writing shall be treated as Confidential Information, as set out further in the confidentiality provisions below.
- 6.6. You may not do something or cause something to be done that will allow the disablement of the authentication.
- 6.7. You may not interfere with or disrupt our Solutions or Our Systems, servers or networks connected to the API or transmit any Destructive Elements.
- 6.8. By using our Solutions and API, you undertake not to copy, modify, adapt, translate, reformat or create derivative works, reverse engineer, disassemble, decompile, download or otherwise attempt to discover the source code of our API through automated or other means.
- 6.9. No rights or licenses are granted except as expressly set forth herein. If you violate any of the foregoing restrictions, we will own all right, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, using the API. You accordingly agree to make all assignments necessary to accomplish the foregoing ownership.

- 6.10. Our API is provided “as is” without any warranty or indemnity of any kind by us. You accept all risk and liability associated with and arising from your use of our API.
- 6.11. The Solutions can only be enabled once you have successfully integrated Your System with Our System, using the API specification we have provided to you.
- 6.12. We do not provide integration services and you will be solely responsible for integrating Your System with Our System at your own costs.
- 6.13. **The sole responsibility for the interpretation and application of the API vests in you and/or your Third-Party Service Provider.**
- 6.14. **You will be solely responsible for all risk and liability that may arise from your or your Third-Party Service Provider(s) in terms of the:**
 - 6.14.1. development and/or configuration of protocols and/or Your System in accordance with our API specification; and/or
 - 6.14.2. development and/or configuration of protocols and/or Your System to integrate with Our System.
- 6.15. Remote Access: You must use our-approved methods to connect to our networks or any information systems owned or operated by or on behalf of us, which may include multi-factor authentication and encrypted sessions. We reserve the right to monitor all systems and measures used to connect to our networks or any information systems owned or operated by or on behalf of us. You will not install technology that provides remote access to any of our networks or any information systems owned or operated by or on behalf of us. You will require all remote network and system access to your networks and information systems to use multi-factor authentication and encrypted sessions.
- 6.16. You must at your own cost provide telecommunications connectivity and data to facilitate the Solution.
- 6.17. Merchant complies with the security standards provided in the API specification.

7. SIGN-OFF

- 7.1. Where requested by us, Solutions will be signed-off once they are enabled for your benefit.
- 7.2. You will have 5 Business Days (“Review Period”) to review a Solution that are required to be signed-off and shall commence the review promptly upon enablement of the Solution. Should you accept the Solution, you will provide sign-off within the Review Period. Sign-off is a factual determination that the associated Solution meets the terms of the Merchant Agreement.
- 7.3. Should you reject the Solution you will do so in writing within the Review Period giving detailed reasons and specifying the additional information which, if incorporated, shall cause you to provide sign-off (“Rejected Deliverable”). Within 10 Business Days thereafter, we will amend the Rejected Deliverable accordingly with your additional information and resubmit it to you for review in terms of the provisions of the sign-off clause. This process shall apply continually until the Rejected Deliverable is signed-off.
- 7.4. Beneficial use of a Solution prior to it being signed-off constitutes sign-off.

8. ACCEPTANCE TESTS

- 8.1. At your expense, you shall provide or make available to us at your premises the Solution to conduct acceptance tests.
- 8.2. We will initiate the acceptance testing with you and confirm the procedure that will be followed, which will include: a timetable; the preparation of test data according to test scripts and its capture and use during the acceptance tests; a record of events of the conduct and outcome of acceptance tests.
- 8.3. Each Party shall provide assistance and support reasonably requested by the other leading up to and during acceptance tests.
- 8.4. Acceptance tests shall take place progressively in phases to test the Solution, interoperability and integration thereof. Should you fail to attend acceptance tests on an arranged date, we may proceed in your absence and you shall be deemed to have concurred with the results thereof.

- 8.5. During an acceptance test phase, should no Critical Faults be revealed and should the percentage of Moderate Faults revealed be less than 10% of the number of test steps, those Solution shall pass the acceptance tests and you shall issue the acceptance certificate within 2 Business Days thereafter.
- 8.6. During an acceptance test phase, should a Critical Fault be revealed, or should the percentage of Moderate Faults revealed exceed 10% of the number of test steps, those Solution shall fail the acceptance tests ("Failed Solution") and clause below will apply. We will within 15 Business Days after concluding the acceptance tests, reschedule and conduct acceptance tests on the Failed Solution. This clause shall apply continually until Failed Solution pass the acceptance tests.
- 8.7. Failure to meet Delivery dates due to delays in the acceptance test process shall amend affected delivery dates accordingly.
- 8.8. The productive use of a Solution prior to it passing acceptance tests constitutes success of its acceptance tests and an acceptance certificate shall be deemed to have been issued accordingly. The issue or deemed issue of an acceptance certificate means that the associated Solution meet their Specifications and the terms of the Merchant Agreement.
- 8.9. We will endeavour to correct Moderate Faults and Minor Faults in accordance with our service levels, a copy of which is attached hereto.

9. PCI

- 9.1. We are PCI DSS compliant and agree to remain PCI DSS compliant for the duration of the Merchant Agreement. We will process your Transactions in a PCI DSS compliant manner.
- 9.2. PCI DSS rules provide a baseline of technical and operational requirements that are designed to protect Card Association Payment Instrument Data. PCI DSS rules apply to you whenever you store, process or transmit Card Association Payment Instrument data.
- 9.3. PCI DSS rules may be enhanced from time to time by additional controls and practices to further mitigate risks. It is your responsibility to access the PCI DSS Security Standards Council website to ensure you understand the PCI DSS rules applicable to you and any updates thereto.
- 9.4. By using the Solution for the processing of Card Association Payment Instruments, you confirm that you shall perform the following in accordance with PCI DSS rules:
 - 9.4.1. build and maintain a secure network;
 - 9.4.2. protect Customer Data;
 - 9.4.3. maintain a Vulnerability Management Program;
 - 9.4.4. implement strong access control measures;
 - 9.4.5. regularly monitor and test your networks;
 - 9.4.6. maintain an information security policy; and
 - 9.4.7. submit your PCI DSS compliance certificate to us annually when you have an Enterprise Integration.

10. DATA COMPROMISE

- 10.1. If the Data transmitted between you and us is compromised due to a Data Compromise of Our System, we will investigate the breach at our costs and keep you updated with the progress of the investigation.
- 10.2. **In the event of any confirmed or suspected Data Compromise, you agree to:**
 - 10.2.1. contact us immediately to report the confirmed or suspected Data Compromise;
 - 10.2.2. take immediate steps, at your sole expense, to investigate, remedy, and mitigate the Data Compromise or suspected Data Compromise.
 - 10.2.3. Cooperate at your sole cost and expense in good faith with us so that we may take any action or other steps that is reasonably required by regulatory authorities, in terms of the Card Association rules or our agreement with the Bank for the processing of Transactions. We have the right to aid in the investigation of the Data Compromise.
 - 10.2.4. provide us with updates as requested from time to time.

- 10.2.5. implement any remedial measures as requested by us, regulatory authorities, in terms of the Card Association rules or our agreement with the Bank for the processing of Transactions.
- 10.2.6. and
- 10.2.7. report the confirmed or suspected Data Compromise to the Bank and relevant authorities.

11. WARRANTIES: WHAT WE WARRANT TO EACH OTHER AND EXCLUSIONS

- 11.1. By making use of our Solutions, you warrant that:
 - 11.1.1. you may enter into the Merchant Agreement;
 - 11.1.2. you will comply with terms of the Merchant Agreement;
 - 11.1.3. will not conduct unlawful business activities.
- 11.2. We provide the Solution as is and for commercial use only. We do not represent or warrant that:
 - 11.2.1. your use of the Solution will be timely, uninterrupted, error-free;
 - 11.2.2. the Solution will meet all your requirements other than as expressly provided for in the Merchant Agreement;
 - 11.2.3. we will alert you to avoid or prevent fraud and/or that we will prevent any fraud.

12. INDEMNITIES: WHAT YOU INDEMNIFY US FOR

- 6.1. By using the Solution, you agree to indemnify us fully from any Losses and penalties that you may suffer **or that may be imposed on you, your Customer, or us arising from:**
 - 12.1.1. You, your employees' or your Third-Party Service Providers' actions, omissions, unauthorised processing of Confidential Information or non-compliance with the Rules;
 - 12.1.2. any dispute between you and your Third-Party Service Provider and the Bank;
 - 12.1.3. dispute between you and your Customer;
 - 12.1.4. a claim arising out of a fax instruction, mandate, consent, commitment, information received from you through the API integration into us and the like that purport to be given by you ("purported instruction"). You agree that any purported instruction will be regarded as coming from you irrespective of the format in which it is received by us and you agree to be bound by it. You also waive any right that you may have against the Indemnitees for any loss or damage, whether direct or indirect, that it may suffer as a result of a purported instruction;
 - 12.1.5. a claim or loss suffered due to accidents, misuse, Destructive Elements, or failure or fluctuation of electrical power;
 - 12.1.6. Losses suffered as a result of any corrupted computerised data arising during and in relation to the Solutions;
 - 12.1.7. any breach of security or Data Compromise occurring as a result of:
 - 12.1.8. Data being transmitted from you or Your System to Our System;
 - 12.1.9. Data being received by you or Your System from Our System;
 - 12.1.10. taxes from:
 - 12.1.11. any sales, excise, import or export, value-added, or similar tax or duty; and
 - 12.1.12. all government permit fees, customs fees and similar fees which may be incurred under the Merchant Agreement ("Taxes"). Any Taxes due or paid by you shall not be considered a part of, a deduction from, or be offset against any payments due to us under the Merchant Agreement.
- 12.2. The indemnities set out above will not apply where such claim arises from our wilful misconduct or gross negligence.
- 12.3. You will ensure that all Intellectual Property used in connection with the Solution or to which you have access, is duly and properly licensed or authorised. You indemnify us against all Losses arising from the unauthorised use of such Intellectual Property.
- 12.4. We may refer you to Third-Party Service Providers, third party products or services during this relationship. You agree that despite any references, the final business decision to use Third-Party Service Providers, third party

products or services vests in you and you assume all associated risks and liabilities, and indemnify us against Losses incurred by you arising directly or indirectly out of, or in connection with, its acquisition or use of such products or services.

7 POPIA: PROCESSING YOUR DATA

- 12.5. Please refer to our Privacy Notice, located on our website at Adumo Online Website or contact Adumo Online Support Contact Number to request a copy of our Privacy Notice.
- 12.6. The Privacy Notice is incorporated into and shall form part of your Merchant Agreement.
- 12.7. Your personal information (which, for the purposes of this term, includes special personal information) will be held by us and our Alternative Service Providers. To better understand how your personal information is treated, please refer to our Privacy Notice which forms part of this privacy term.
- 12.8. By accepting the terms and conditions of the Merchant Agreement or by utilising our Solutions, you acknowledge that in order to:
 - 12.8.1. conclude and fulfil contractual terms and obligations to you;
 - 12.8.2. comply with obligations imposed by law; or
 - 12.8.3. to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs;

your personal information may be processed through centralised functions, systems across the Adumo (RF) (Pty) Ltd group and by our Alternative Service Providers and may be used for the purposes, in the manner, and with the appropriate controls, set out in our Privacy Notice.

- 12.9. Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent.

13. CONFIDENTIAL INFORMATION AND DATA PROTECTION: HOW WE BOTH DEAL WITH CONFIDENTIAL INFORMATION

- 13.1. All Data, Intellectual Property, Charges, material and information disclosed by either Party to the other Party, or which comes into either Party's possession, or becomes known to either Party, or to which either Party may be exposed to, during the course of the Merchant Agreement, including the Merchant Agreement, shall constitute confidential information ("Confidential Information").
- 13.2. The Parties agree to:
 - 13.2.1. keep Confidential Information private and secret and only use Confidential Information to perform its obligations under the Merchant Agreement or with the written consent of the other Party;
 - 13.2.2. destroy all Confidential Information that is no longer required, subject to the Rules;
 - 13.2.3. only share the Confidential Information and Data with its employees and/or Third-Party Service Providers as is necessary to perform its obligations under the Merchant Agreement and bind those parties to written confidentiality obligations before releasing any Confidential Information, which confidentiality obligations shall be the same as, or similar to the obligations contained in this clause;
 - 13.2.4. keep all systems and media containing Confidential Information, whether physical or electronic, in a secure manner, to prevent access by or disclosure to anyone other than your authorised employees, Third-Party Service Provider or us;
 - 13.2.5. treat information as Confidential Information if it is uncertain about whether the information is confidential or not.
- 13.3. You agree to treat all information received from or relating to a Customer as confidential and not to use the information for purposes other than as required in terms of the Merchant Agreement.
- 13.4. You agree not to use any Confidential Information for your own or anyone else's benefit.
- 13.5. The confidentiality obligations will not apply in the following circumstances:
 - 13.5.1. If the Confidential Information:

- 13.5.1.1. at the time of disclosure, is or has become generally available and known by the public, other than by the negligence or breach of the Merchant Agreement;
 - 13.5.1.2. has lawfully become known by or comes into the possession of a party;
 - 13.5.1.3. disclosure is required by law;
 - 13.5.1.4. was developed for a party at any time independently of any information disclosed by the other party;
 - or
 - 13.5.1.5. is disclosed by a party with the prior written approval of an authorised representative of the other party; provided that the responsibility to prove that the confidentiality provisions do not apply falls on the Party making the claim.
- 13.6. Should either Party be required by law to disclose any Confidential Information then that Party will:
- 13.6.1. inform the other Party in writing prior to any disclosure, provided that there is no restriction on the notice;
 - 13.6.2. limit any disclosure to the minimum to satisfy its legal obligations; and
 - 13.6.3. afford the other Party an opportunity to intervene, if possible.
- 13.7. The Parties' obligations of confidentiality under the Merchant Agreement will continue to apply even after the Merchant Agreement is terminated.

14. INTELLECTUAL PROPERTY

- 14.1. All Intellectual Property owned by either Party at any time, shall remain the sole and exclusive property of that Party.
- 14.2. Neither Party will use the Intellectual Property and/or Confidential Information of the other Party without obtaining the written consent (including email) of the other Party.
- 14.3. Where approval has been granted to use our-, or Alternative Service Providers' names, trademarks or trade names, whether registered or not, in publicity releases, advertising or in any other manner, you undertake to follow the guidelines and criteria provided by us, when using a Solution or our names, trademarks or trade names. You may only use the logos, trademarks and marketing provided by us.
- 14.4. Upon termination of the Merchant Agreement or earlier if we require, you agree to immediately cease all use of our marketing material, trade names, branding, logos and any similar material associated.
- 14.5. You may not remove any legal, copyright, trademark or other intellectual proprietary rights notices contained in, or on any materials we provide to you.
- 14.6. **We shall, by operation of law, become the owner of the Intellectual Property in any work which is created or executed by the Parties, whether alone or with others, under the Merchant Agreement and you will have no rights in the Intellectual Property. In this regard you hereby irrevocably and in perpetuity cedes, assigns and makes over (with effect from inception in respect of future copyright, as the case may be) the entire world-wide right, title and interest in and to any such Intellectual Property rights to us. Should we request you by written notice, from time to time, to sign any documents or take any actions necessary for us to perfect our rights of ownership over any such Intellectual Property, you agree to do so within 5 Business Days after date of request.**
- 14.7. You agree that you will have no claims, entitlements and/or rights whatsoever in any Intellectual Property which we own or become the owners of as set-out herein.
- 14.8. You hereby undertake and agree that you shall:
 - 14.8.1. not assert any ownership rights whatsoever or dispute or assist anyone else to dispute the validity of any Intellectual Property, including any advertising material, belonging to us or our Alternative Service Providers and used during the period of the Merchant Agreement.
- 14.9. You must implement changes to logos, trademarks and marketing within one month of receiving the new logo, trademark or marketing collateral.

15. FORCE MAJEURE

- 15.1. Should we be prevented from fulfilling any of our obligations under the Merchant Agreement due to a Force Majeure event, we will give you written notice:

- 15.1.1. specifying the cause and anticipated duration of the Force Majeure; and
- 15.1.2. once the Force Majeure event has terminated, confirming termination of the Force Majeure event within 5 (five) days of termination.
- 15.2. The performance of our obligations will be suspended from the date you receive the written notice of the Force Majeure event from us, until we confirm in writing that the Force Majeure event has terminated.
 - 15.2.1. We are not legally responsible to you for any delay and/or failure of performance of our obligations under the Merchant Agreement, or for any Losses that arise or that you may suffer for the duration of the Force Majeure event.
 - 15.2.2. We will always use and continue to use our best efforts to perform our obligations under the Merchant Agreement.
 - 15.2.3. If the Force Majeure event continues for longer than 30 (thirty) consecutive calendar days and you no longer wish to continue your relationship with us, you may terminate the Merchant Agreement on or after the 31st day with immediate effect.
 - 15.2.4. In the event that a Force Majeure event arises, you agree that you will not be entitled to claim any damages for our delay and/or the failure in performing our obligations under the Merchant Agreement.

16. CHARGES

- 16.1. In exchange for the use of the Solutions, you will pay the Charges as set-out in the Charges Schedule.
- 16.2. If you migrate from one fee option to another, you may be charged additional Charges for your new Charge option, as indicated on the Charges Schedule.
- 16.3. We will provide you with a monthly invoice. Your invoice reflects the latest Charges due by you.
- 16.4. We will deliver your invoices to your email addresses we have on record. It remains your responsibility to ensure that we have the latest and correct email address.
- 16.5. We will collect all sums owing in terms of the Merchant Agreement (including late payment) either by, an authorised debit order from your Nominated Account, by net settling, or such other method we deem appropriate. We may further set off amounts due and payable to us against amounts that we may owe you. You must immediately pay us any net amount that is still payable to us after set off.
- 16.6. All invoices that are paid by EFT must be paid by you within 30 (thirty) days of date of the invoice.
- 16.7. In the event that you fail to make payment within the time period set out above, your payment will be late and you will be liable to pay interest on the late payment at a rate of 2% per month.
- 16.8. Debit Orders:
 - 16.8.1. In the event we require payment from you for the Solution by debit order, you will be in breach of the Merchant Agreement if you:
 - 16.8.1.1. cancel the debit order without our consent; or
 - 16.8.1.2. change your Nominated Account without providing us with prior written notice of the change and the details of your new Nominated Account.
 - 16.8.2. You hereby irrevocably authorise us and provide us with the necessary permission to debit your Nominated Account with the following:
 - 16.8.2.1. the Charges;
 - 16.8.2.2. any refund due to a Customer, as per the terms of the applicable Solution Schedule;
 - 16.8.2.3. adjustments for any errors;
 - 16.8.2.4. reversals of invalid transactions;
 - 16.8.2.5. adjustments in respect of fraudulent entries;
 - 16.8.2.6. any penalty levied by a Bank, regulator, Card Association or Alternative Service Provider for the contravention of its regulations and/or operational risk parameters; and
 - 16.8.2.7. chargebacks processed in respect of Card Association Payment Instruments, as per the terms of the applicable Solution Schedule.
- 16.9. Charges Increase

- 16.9.1. We will review your Charges annually and advise you in writing (including by email) of any amendments thereto.
- 16.9.2. We will provide you with 30 (thirty) days prior written notice before we increase your Charges.
- 16.9.3. If you disagree with the increase in the Charges, you may terminate the Merchant Agreement in accordance with the termination provisions provided herein.
- 16.10. Charges Disputes
 - 16.10.1. It is your responsibility to verify that the Charges on your invoice are correct.
 - 16.10.2. If you do not raise any query regarding the correctness of the Charges, debit order or your invoice within 30 (thirty) calendar days from the date on the invoice or debit (whichever is applicable), the Charges will be deemed to be correct.

17. DEFAULT/BREACH

- 17.1. If any of the following events take place, you will be in default of your Merchant Agreement:
 - 17.1.1. you do not comply with the terms of your Merchant Agreement and or Rules;
 - 17.1.2. you are non-compliant with a request for additional information and documentation;
 - 17.1.3. you commit fraud;
 - 17.1.4. you submitted false information to us, which information is regarded as material to us entering into the Merchant Agreement with you; and
 - 17.1.5. you do not pay the amounts you owe us under the Merchant Agreement on time.
- 17.2. In the event that you are in default, we may do the following:
 - 17.2.1. provide you with written (including by email) notice to remedy the default within a prescribed time period;
 - 17.2.2. hold you legally responsible for any damages we have suffered because of your default;
 - 17.2.3. suspend your Solution immediately and without prior written notice;
 - 17.2.4. delay settlement of amounts due to you, until such time that the default has been rectified;
 - 17.2.5. terminate the Merchant Agreement immediately upon notice;
 - 17.2.6. we may further rely on any of the remedies available to us in law.

18. SUSPENSION OF THE SOLUTION

- 18.1. We may suspend your Solution immediately on written notice if:
 - 18.1.1. your address changed and you have not notified us of the change;
 - 18.1.2. you and/or your Customer committed or suspected of committing fraud or any other suspicious activity, whether intentional, through negligence or without knowledge;
- 18.2. If we suspend your Solution:
 - 18.2.1. you will be required to pay the reconnection Charges, set out in the pricing Schedule, before we can restore your Solution;
 - 18.2.2. your Monthly Service Charges shall continue to apply for the Solution during any suspension period, until such time as the Solution is either restored or the Merchant Agreement is terminated in accordance with termination provisions above.

19. LIMITATION OF LIABILITY: HOW IS YOUR AND OUR LIABILITY LIMITED

- 19.1. Our maximum liability to you for all Losses you may suffer under the Merchant Agreement in respect of any claim or series of claims arising from the same cause of action, will not exceed an aggregate maximum amount equivalent to the amount you paid to us in respect of the specific Solution, which is the subject matter of, or directly related to the cause of action, during the 60-day period immediately preceding the date on which the cause of action arose.
- 19.2. The Parties will not be liable for any indirect, special or consequential damages whatsoever, including but not limited to: loss of profit, loss of revenue, loss of anticipated revenue and/or savings, loss of opportunity, loss of goodwill and/or customer base, processing charges, borrowing costs, etc.

- 19.3. The limitation of liability set out above shall not apply in any way to:
- 19.3.1. your liability to us arising from a breach of warranty, indemnity, Confidential Information, Intellectual Property and Data protection;
 - 19.3.2. Losses arising from gross negligence or wilful misconduct;
 - 19.3.3. claims for death or personal injury.
- 19.4. For avoidance of doubt any claim instituted under clause 21.3 shall include indirect, special and consequential damages.
- 19.5. Unless we acted with gross negligence, we shall not be liable for Losses arising from:
- 19.5.1. interruption, delay and/or failure of the Solution;
 - 19.5.2. system, network or processing failure and equipment default;
 - 19.5.3. any network breakdown or lack of coverage;
 - 19.5.4. load shedding, power outages/failures or national blackouts;
 - 19.5.5. failure by us to process a Transaction as a result of sabotage; terrorism; loss or destruction of Data; destruction, hacking or deterioration of storage media; natural phenomena; riots and acts of vandalism;
 - 19.5.6. any unauthorised use of the Solution by you, your employees' or your Third-Party Service Providers;
 - 19.5.7. theft of equipment;
 - 19.5.8. fraud committed by you, your employees, your Third-Party Service Provider or a third-party;
 - 19.5.9. your use of, or inability to use the Solution;
 - 19.5.10. your inability to successfully integrate with Our System using our API; and
 - 19.5.11. Transactions or information that are late or delayed for any reason whatsoever.

20. YOUR RELATIONSHIP WITH CUSTOMERS AND THIRD-PARTY SERVICE PROVIDERS

- 20.1. Disputes with your Customers:
- 20.1.1. We are not a party to any transaction and agreement between you and your Customer and under no circumstance will we be a party to any dispute between you and your Customer, whether it relates to the use of a Solution, provision of goods, or rendering of services.
 - 20.1.2. All rights, duties and obligations regarding your products and services including but not limited to the provision, delivery, quality and maintenance thereof, remain between you and the Customer.
- 20.2. Third-Party Service Providers and the Banks
- 20.3. In the event that we refer you to any Third-Party Service Provider (whether to assist you with the integration and/or provide you with integration services, etc.), such third party shall be considered as your Third-Party Service Provider and you will be solely responsible for all risk and liability that may arise from:
- 20.3.1. the cost of any services provided by your Third-Party Service Provider; and
 - 20.3.2. compliance with the applicable rules of your Third-Party Service Provider.
 - 20.3.3. Under no circumstances will we be a party to any disputes between you and your Third-Party Service Providers. You have to contact Your Third-Party Service Provider directly in respect of any disputes between You and Your Third-Party Service Provider.
- 20.4. The services provided to you by your Bank creates separate legal rights and obligations between you and your Bank. We will not be a party to a dispute between you and the Bank.

21. INFORMAL DISPUTE RESOLUTION AND ARBITRATION

- 21.1. Prior to initiating any other resolution process, the Parties shall attempt to resolve disputes arising from the Merchant Agreement informally and in good faith. Either Party may refer any dispute arising, to the Parties' chief executive officers ("Executives") by written (including email) notice to them at the Parties' address for service. For a period of up to 7 calendar days, the Parties' Executives or their nominees shall meet and attempt to resolve the dispute informally.
- 21.2. If the Parties are unable to resolve the dispute through dispute resolution, then the dispute may be submitted to and decided by arbitration or litigation in terms of clause 23.2 below.

- 21.2.1. In the event that the executives have not resolved the dispute or agreed a process to resolve the dispute within 20 Business Days from the date of escalation of the dispute, either Party may commence arbitration proceedings.
- 21.2.1.1. The arbitration will be held:
- 21.2.1.2. at Cape Town;
- 21.2.1.3. with only the Parties, their legal representatives, arbitrator/s and any witnesses who may be called to provide evidence, present; and
- 21.2.1.4. in accordance with the provisions of the Arbitration Foundation of Southern Africa (“AFSA”).
- 21.2.2. The Parties agree that the decisions in these arbitration proceedings:
- 21.2.2.1. will be binding on them, subject to review;
- 21.2.2.2. will be carried into effect;
- 21.2.2.3. may be made an order of any Court of competent jurisdiction; and
- 21.2.2.4. will not exclude the Parties’ right to urgent relief.
- 21.2.3. The arbitrator will be a senior counsel with no less than ten years standing agreed to between the parties.
- 21.2.4. If the Parties are unable to agree upon an arbitrator within 10 (ten) Business Days after the arbitration has been demanded, the nomination will be made by the chairman of AFSA at the request of either Party.
- 21.2.5. The arbitration will be conducted in English.
- 21.2.6. Either Party may have the award of an arbitrator, including an award on appeal made an order of court.
- 21.2.7. This clause constitutes each Party’s irrevocable consent to arbitration proceedings, this does not prevent a Party from seeking urgent relief.
- 21.2.8. A demand by a Party to submit a dispute to arbitration in terms of this clause 23 is adequate legal process to interrupt any time bar laws in respect of legal claims.
- 21.2.9. Any arbitration in terms of this clause will be conducted in camera and the Parties will treat it as confidential and not disclose to any third-party the details of the dispute submitted to arbitration, the conduct of the arbitration proceedings, or the outcome of the arbitration, without the written consent of all the disputants.
- 21.2.10. In the case of litigation, each Party consents and submits to the High Court of South Africa having jurisdiction in respect of all proceedings and disputes arising from or connected with the Merchant Agreement, notwithstanding that the amount claimed or the value of the matter in dispute falls outside such High Court jurisdiction.
- 21.2.11. The Parties may mutually agree and consent to another court’s jurisdiction.

22. COMPLIANCE ASSESSMENT

- 22.1. You confirm that we may conduct a compliance assessment to ensure that you are compliant with the Merchant Agreement, and you agree to provide us or one of our appointed independent accredited Third-Party Service Providers, access and reasonable assistance to conduct a physical inspection of your premises, records, documentation and systems pertaining to the Merchant Agreement.
- 22.2. Such compliance assessment will not unreasonably interfere with your normal business operations.
- 22.3. In the event that the compliance assessment confirms that you are not compliant:
- 22.3.1. you will be held liable for the cost of the compliance assessment;
- 22.3.2. you will be held liable for any Losses incurred by us as a result of your non-compliance;
- 22.3.3. we will have the right to terminate this Merchant Agreement with immediate effect;
- 22.3.4. we may further rely on any of the remedies available to us in law.

23. NOMINATED ADDRESS FOR RECEIPT OF LEGAL DOCUMENTS

- 23.1. You nominated address for the receipt of all legal documents relating to the Merchant Agreement is set out on the Application Form.

23.2. Our nominated address for the receipt of all legal documents relating to the Merchant Agreement is set out below:

For Attention: Adumo Online Chief Executive Officer

Address: Unit 207, Block 2, Northgate Park, Cnr Section Street and Platinum drive, Brooklyn, Western Cape, 7405.

Email: Legal@adumoonline.com

23.3. Any notices given by either Party under the Merchant Agreement shall be deemed to have been duly given:

23.3.1. on delivery if hand delivered to the party's physical address during business hours on a Business Day;

23.3.2. if delivered by courier service, be deemed to have been received by the addressee on the Business Day following the date of such delivery by the courier service concerned;

23.3.3. on transmission, if sent to the party's then email address.

23.4. The Parties may change their respective chosen domicilium address (to another physical address in the RSA only), or email address to another email address, by notice in writing (including email) to the other Party.

23.5. Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a Party from the other, shall be adequate written notice or communication to such Party notwithstanding that it was not sent to its chosen domicilium.

24. CESSION AND ASSIGNMENT

24.1. You acknowledge and agree that we are entitled to cede, assign, and transfer the Merchant Agreement, a part thereof or any rights and obligations set-out herein, as and when we require and on written notice (including email) to you.

24.2. Except as set out above, no part of the Merchant Agreement may be ceded, assigned, or transferred without our prior written consent.

25. GOVERNING LAW

25.1. The Merchant Agreement shall be governed by and interpreted in accordance with the laws of South Africa and all disputes, actions and other matters relating to the Merchant Agreement shall be determined in accordance with such laws. To the extent the Merchant Agreement is concluded outside of South Africa, or, if a Party hereto is domiciled outside South Africa, the Parties agree that the Merchant Agreement shall be governed by South Africa's substantive laws (including its prescription laws if they are not considered substantive laws, but excluding its conflict of law principles).

26. SUB-CONTRACTING

26.1. It is explicitly agreed that we are entitled to appoint sub-contractors to complete and/or perform all or part of this Merchant Agreement.

27. SOLUTION QUERY, TECHNICAL FAILURE, SETTLEMENT DISPUTE, CHARGES DISPUTES AND COMPLAINTS

Any Solution query, technical failure, settlement dispute, Charges disputes and complaints can be raised directly with us by contacting Adumo Online Support Contact Number or by sending an email to Adumo Online Support Email Address.

28. GENERAL

28.1. No Party will have any claim or right from any undertaking, representation, or warranty not recorded in the Merchant Agreement.

28.2. No delay, failure, indulgence or relaxation by any Party to enforce any provision of the Merchant Agreement will be considered a waiver or affect that Party's right, in any way, to require performance at any time in the future.

28.3. Any provision of the Merchant Agreement which requires performance after termination of the Merchant Agreement will survive the termination or expiration of the Merchant Agreement.

28.4. Should any provisions of the Merchant Agreement be held to be invalid, unlawful or unenforceable, such provisions will be severable from the remaining provisions of the Merchant Agreement, which will continue to be valid and enforceable.

28.5. Nothing in the Merchant Agreement:

28.5.1. limits or exempts the Parties from any liability to the extent that the law does not permit this; or

28.5.2. requires the Parties to assume risk or liability to the extent that the law does not permit this.