

GENERAL TERMS OF USE ("TERMS")

You must read and accept the Terms below before using our Products. These Terms contain the legal provisions applicable to the Products provided by us and manage our relationship and your responsibilities and contact with us. These Terms must be read in conjunction with the remainder of your Merchant Agreement. These Terms will apply for the duration of the Merchant Agreement. By using our Products or signing the Application Form and Quote you agree to the Terms set out herein.

Your Merchant Agreement consists of these Terms, the Application Form and Quote, and any other document attached to the Merchant Agreement from time to time. A copy of the latest Terms is available on our website at www.adumo.com/technologies-terms-conditions.

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 by contacting our Contact Center or your account manager.

PART A: GENERAL TERMS GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES

1. INTRODUCTION

- 1.1. We have entered into an agreement with Value Added Service Providers in terms of which we are authorised to offer you the option to accept the various Products offered, or processed through, the respective Value-Added Service Providers.
- 1.2. When we function as a switch, we will route/ transfer Transactions to the Acquiring Bank for Authorization and clearing and Settlement. The Acquiring Bank, not us, will process chargebacks, rejections, Authorizations, and provide clearing and settlement services to you. You acknowledge that we cannot reject, authorize, or settle any Transactions as we are not a bank.
- 1.3. By accepting these Terms, you express your desire to use the Products offered by our Value-Added Service Providers and us.
- 1.4. We agree to provide you with the Products selected by you and for which you have been approved.
- 1.5. You appoint us with effect from the Effective Date to provide you with Products subject to the terms of the Merchant Agreement.
- 1.6. How to understand these Terms:
 - 1.6.1. If there is conflict relating to any amount in the Merchant Agreement described in numbers and words, the words will prevail.
 - 1.6.2. All Fees 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.
 - 1.6.3. Where any number of days is prescribed, those days shall be calculated by excluding the first Business Day and including the last Business Day.
 - 1.6.4. No provision in the Merchant Agreement will be interpreted or construed to exclude, waive or deprive you of your rights in terms of the CPA (Consumer Protection Act, No. 68 of 2008, as amended) and ECTA (Electronic Communication and Transactions Act, No. 25 of 2002, as amended), other than as permitted in terms of those Laws.
 - 1.6.5. Any terms printed in bold place a strict obligation on you and must be carefully read and understood by you.
 - 1.6.6. Words that are defined will bear the defined meaning, and any other grammatical form of that word will have a corresponding meaning. Words in lowercase bear their plain English meaning.
 - 1.6.7. If one or more of these Terms is invalid, it will not mean that the rest of the Terms are invalid. The rest of these Terms will still legally apply to you and us.
 - 1.6.8. The rule of construction that a contract will be interpreted against the Party responsible for the drafting or preparing of the contract will not apply.
 - 1.6.9. Any reference to a Party will, if such Party is liquidated or sequestrated, also be applicable and binding upon that Party's liquidator or trustee, as the case may be.
 - 1.6.10. The words "include", "including", and "in particular" will be interpreted as being by way of example or emphasis only and will not be interpreted or take effect as limiting the generality of any prior words.
 - 1.6.11. The words "other" and "otherwise" will not be interpreted as being limited to the nature or kind of any prior words where a wider construction is possible.
 - 1.6.12. All definitions are set out in the definition section that can be found at the end of this document.
 - 1.6.13. How to Deal with Conflicting Terms
 - 1.6.14. If any of these Terms are inconsistent with the Product Terms, the Application Form and Quote or any other document attached to these Terms, then the Merchant Agreement will be read in the following order ("order of precedence"):
 - 1.6.15. document attached to the Terms;
 - 1.6.16. Application Form and Quote;
 - 1.6.17. Product Terms; and
 - 1.6.18. Terms.

2. TERM AND TERMINATION

- 2.1. These Terms will commence on the Effective Date, and you appoint us to provide the Products to you for a period of 36 (thirty-six) months (the "Initial Period") subject to these Terms. These Terms will automatically renew for further periods of 12 (twelve) months (the "Renewal Period") unless terminated on 3 (three) calendar months' notice before the end of the Initial Period or Renewal Period by either Party in writing.
- 2.2. Your initial onboarding and use of a Product may be subject to the successful passing of our onboarding assessment, which may include completing the necessary client due diligence, risk, and credit checks on you. Your failure to provide any requested documentation and information to us, which may include photographs of your physical Premises or your website, to confirm that your business is legitimate, will result in this Merchant Agreement being terminated immediately by us upon notice to you or as otherwise agreed to between the Parties in writing.
- 2.3. If the Value-Added Service Provider terminates our authority to provide a Product, then your use of the Product and associated Terms to it will automatically terminate. We will provide you with written notice (including email) of such termination and the effective date of termination.
- 2.4. Summary Termination:

- 2.5. Notwithstanding the provisions above, we may immediately terminate the Merchant Agreement or part thereof on written notice (including email) if:
 - 2.5.1. you have adverse findings on credit and intelligence bureaus;
 - 2.5.2. we are instructed to terminate by an acquiring bank, Card Association, regulatory authority or a court of Law;
 - 2.5.3. you commit fraud or post a Fraudulent Transaction;
 - 2.5.4. If you undergo voluntary or compulsory winding up, business rescue, receivership, commence liquidation proceedings, attempt to compromise, or defer payment of any debt owed to your creditors; or dispose of, encumber, or hypothecate all or a substantial portion of your assets or undertake or cease to conduct your business;
 - 2.5.5. you allow a judgment against you to remain unsatisfied for 30 (thirty) days without taking steps to rescind or appeal the judgement;
 - 2.5.6. 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 another entity, or there is any change in ownership and/or the nature in your business you have not advised us in writing in accordance with the Terms.
- 2.6. If the Merchant Agreement or part thereof is terminated for any reason:
 - 2.6.1. the impacted Product(s) and terms and conditions of the Merchant Agreement relating to such Product(s) will automatically terminate;
 - 2.6.2. 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; you are also required to return all rented Hardware (as applicable) by delivering the Hardware to the address we nominate below for receipt of legal documents or as otherwise advised by us in writing to you. Should you fail to return the Hardware in accordance with this clause, you will be responsible to us for the replacement cost of the Hardware;
 - 2.6.3. Fees will cease to apply from the date of de-activation of the Product, subject to the remainder of this clause;
 - 2.6.4. you will refrain from using any marketing material, our trademarks, trade names and any Intellectual Property belonging to us; and
 - 2.6.5. terminating the Merchant Agreement will not affect any rights and obligations of the Parties that arose prior to the effective date of termination.
- 2.7. There may be penalties for early termination; the Product you select will determine if you will be responsible for penalties.
- 2.8. Any termination outside clause 2.1 will be subject to an early termination fee. If we elect to terminate a Product or the Merchant Agreement with you as a result of your breach, you may be liable to pay us an early termination fee. An early termination fee is calculated by taking our outstanding Fees in respect of the Product, multiplied by the number of months remaining before the agreed Product Term expires. In addition to the latter, you will be liable for any installation and de-installation costs that may arise.

3. CHANGES TO THE TERMS

- 3.1. The latest version of the Terms will be available on our Website and will replace all previous agreements you have entered into with us regarding the Products. You must access our Website to view these Terms and any amendments made thereto.
 - 3.1.1. The Merchant Agreement may need to be changed from time to time. When the terms of the Merchant Agreement are changed, we will communicate the changes and the effective date of the changes.
 - 3.1.2. We reserve the right to make any such changes effective immediately, if necessary, to maintain the integrity and security of our Products, and to comply with the Rules.
 - 3.1.3. You must contact us in the event of any queries you may have or if you do not agree with any of the changes.
 - 3.1.4. We will advise you of any Material Changes to the Merchant Agreement by way of a statement message, notification on our Website, by e-mail, recorded phone call or in an SMS, push notification, or any of our digital channels ("Notification"). It remains your responsibility to ensure that we have the latest and correct contact details on record.
 - 3.1.5. If we send you a communication but you do not receive it because your contact details on file are incorrect or blocked (in the case of an email), or if you are otherwise unable to receive communications, the communication will still be deemed to be successfully delivered to you.
 - 3.1.6. If you do not agree with a Material Change to the Merchant Agreement, which change is not a requirement in terms of the Rules and/or our agreement with Value Added Service Providers and/or for security purposes, you must, before the expiry of 10 (ten) Business Days from the date of the Notification of the change ("Notification Period"), notify us of your objection to the proposed changes in writing to the following email address: legal@adumo.com.
 - 3.1.7. Notwithstanding any provision in this Merchant Agreement, any changes to the Rules cannot be disputed as we and our Affiliates are legally bound to these changes.
 - 3.1.8. Your continued use of our Products after the expiry of the Notification Period will serve as confirmation that we have given you an 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.
 - 3.1.9. The use of our Products after the Notification Period will be governed by the amended Merchant Agreement
 - 3.1.10. In the event of a dispute as to the materiality of an amendment between the Parties, we will make the final determination in this regard.

4. THE PARTIES CONDUCT DURING THE RELATIONSHIP

- 4.1. The right of admission to use our Products is reserved. We may at any time, without notice to you, prevent you from using or operating the Product or performing a Transaction if we suspect a Transaction to be suspicious or non-compliant with the Merchant Agreement or Rules or if you use our Products for any of the following purposes:
 - 4.1.1. the production, trade, and/or engagement in:
 - 4.1.1.1. any product or activity deemed illegal under host country Laws, such as pharmaceuticals, pesticides/herbicides, ozone-depleting substances, polychlorinated biphenyls (PCB), wildlife or products regulated under CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora);
 - 4.1.1.2. wood or other forestry products other than from sustainably managed forests.
 - 4.1.1.3. weapons and munitions; radioactive materials; unbonded asbestos fibres (not applicable where the use of bonded asbestos cement sheeting is less than 20%); drift net fishing in the marine environment using nets in excess of 2.5 km in length;

- 4.1.1.4. activities involving harmful or exploitative forms of forced labour /harmful child labour; commercial logging operations for use in a primary tropical moist forest; and
- 4.1.1.5. lottery sales, credit restoration services, prostitution, collection agencies, and gambling, the sale of Illegal drugs or products; the unlawful sale of prescriptions drugs / pharmacy-only medicines or products; the sale of counterfeit or Intellectual Property infringing goods and services; online sale of tobacco products and electronic smokeless tobacco products; rogue cyberlocker merchants (the illegal distribution of copyrighted digital content) the sale or access to adult content or services; and the involvement or sale of products or services that are unlawful, misleading or reflect unfavourably upon the good name, goodwill and reputation of the Card Associations ("Prohibited Business Activities").
- 4.2. By using our Products, you agree:
 - 4.2.1. that we may obtain your credit information from credit bureaus;
 - 4.2.2. to not state, imply, or create the impression that we endorse or guarantee any of your goods or services.
- 4.3. We will not be responsible for any malfunction, non-performance, or degradation of performance of a Product directly or indirectly arising out of any alteration or modification of the Product made without our written approval.
- 4.4. From time to time, we may make electronic Documentation available to you at no additional cost. To the extent that is expressly permitted, you may incorporate it (or extracts from it) into works prepared for your internal business operations, provided that all trademarks, copyright, ownership, and confidentiality notices are included as per the original.
- 4.5. It is your responsibility to:
 - 4.5.1. ensure that any Data you provide to us is accurate and complete. We shall not be responsible for any Losses that you suffer as a result of incorrect Data; and
 - 4.5.2. maintain the Environment described in each Product Term for the proper operation of the Hardware and Software and/or performance of the Services described therein.
- 4.6. Periodically, we receive directives from industry and regulatory bodies, the Card Associations and Acquiring Bank, which we will communicate to you in writing. These directives outline specific actions you must undertake or behaviors you must avoid within specified deadlines (and often challenging time limits), failing which you may be subject to fines and penalties ("Compliance Mandates"). These obligations, as outlined in the communications, are considered a part of your Merchant Agreement. If we receive a fine due to your non-compliance, you acknowledge and agree that we retain the right to pass on any such fines or penalties to you. You hereby indemnify us and hold us harmless for the actual value of any fine or penalty imposed on us due to your non-compliance. We will issue you with an invoice for the payment of the fine or penalty.

5. VARIATION ORDERS

- 5.1. Any changes or variations to the Product proposed by you, will be agreed to between the Parties in writing and will be subject to us performing an impact assessment of your proposal and charged on a time and materials basis.

6. WARRANTIES

- 6.1. Each Party warrants that they have taken or procured the taking of all steps, actions, and corporate/executive proceedings needed for this Merchant Agreement to be binding on them.
- 6.2. You undertake to furnish us, upon request, with evidence of the authority of the person(s) who may act on your behalf.
- 6.3. By making use of our Products, you warrant that:
 - 6.3.1. you will comply with the terms of the Merchant Agreement and Rules;
 - 6.3.2. you will not use our Products to conduct unlawful and /or Prohibited Business Activities;
 - 6.3.3. the Product will only be installed, configured, or commissioned by appropriately trained members of your staff if required by us;
 - 6.3.4. the Product will only be used by persons who have successfully completed the training on how the Product should be used;
 - 6.3.5. the Product will not be altered, adjusted, modified, or repaired by anyone other than us;
 - 6.3.6. you have obtained and will maintain, for the conduct of your business, all the necessary permits, certificates, and/or licenses,
 - 6.3.7. the information provided by you to us describing your business and business activities is correct, and you will advise us within 3 Business Days if there are any changes to your business or contact details and you indemnify us against any fines and Losses incurred due to your non-compliance with the requirement set-out herein;
 - 6.3.8. that you will ensure that you, your employees, and third-party service providers will not do anything or engage in any activity which is likely to affect or damage our name and reputation adversely;
 - 6.3.9. you will provide us with reasonable and necessary support and access to the Product during normal working hours and at other times reasonably requested by us 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;
 - 6.3.10. you will keep a record of Transactions for the duration of the Merchant Agreement and a period of 3 (three) years after the termination of the Merchant Agreement, unless otherwise required by Law, whichever is the longer period; and
 - 6.3.11. you will perform your obligations within the time periods set out in the Merchant Agreement, or if not prescribed, then within 3 (three) Business Days of request.
- 6.4. We provide the Product as is and for commercial use only. We do not represent or warrant that:
 - 6.4.1. your use of the Product will be secure, timely, uninterrupted, error-free, or that all errors can be corrected completely;
 - 6.4.2. the Product will meet all your requirements other than as expressly provided for in the associated Product Terms, nor that it shall operate in all combinations with other Products; and
 - 6.4.3. we will alert you to avoid or prevent fraud, and/or we will prevent all fraud from occurring.
- 6.5. Notwithstanding anything to the contrary herein, we do not warrant that the Base Software and Software and/or Hardware shall meet your requirements other than as expressly provided for in the Merchant Agreement.

7. INDEMNITIES

- 7.1. By utilizing any of our Products, you expressly agree to indemnify, defend, and hold us and our Value Added Service Providers harmless from any and all claims and Losses, that may be suffered by you, your Customer, or incurred by us and our Value Added Service Providers, arising from:
 - 7.1.1. you, your employees', or your third-party service providers' actions, omissions, unauthorized processing of Confidential Information or non-compliance with the Merchant Agreement;
 - 7.1.2. any dispute between you and your third-party service provider;

- 7.1.3. dispute between you and your Customer, including any claims from your Customer arising from your non-compliance with the CPA;
- 7.1.4. a claim arising out of an email instruction, mandate, consent, commitment, 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 Losses whether direct or indirect, that you may suffer as a result of a purported instruction;
- 7.1.5. a claim or Loss suffered due to accidents, misuse, Destructive Elements, or failure or fluctuation of electrical power;
- 7.1.6. any Loss suffered as a result of any corrupted computerized Data arising during the use of the Products;
- 7.1.7. any breach of security or Data Compromise occurring as a result of: Data being transmitted from you or Your System or received by Your System;
- 7.1.7.1. any sales, excise, import or export, value-added, or similar tax or duty; and/or
- 7.1.7.2. all government permit fees, customs fees and similar fees that 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.
- 7.2. You shall be liable for all Losses incurred by us (including fines and penalties imposed on us) as a result of your actions, omissions and non-compliance or, and you hereby agree to defend and indemnify us against all claims and Losses arising from such non-compliance.
- 7.3. The indemnities set out above will not apply where such a claim or Losses arise from our willful misconduct or gross negligence. By using our Products, you agree that unless we act with gross negligence or willful misconduct, we will not be liable for any Losses suffered whatsoever.

8. POPIA: PROCESSING YOUR DATA

- 8.1. Please refer to our Privacy Policy, located on our Website, or contact us at our Contact Center to request a copy of our Privacy Policy.
- 8.2. The Privacy Policy is incorporated into and shall form part of your Merchant Agreement.
- 8.3. Your Personal Information (which, for the purposes of this term, includes "Special Personal Information" as defined in POPIA) will be held by our Value-Added Service Providers and us. To better understand how your Personal Information is treated, please refer to our Privacy Policy which forms part of this privacy term.
- 8.4. By accepting the Terms of the Merchant Agreement or by utilizing our Products, you acknowledge that in order to:
 - 8.4.1. conclude and fulfil contractual terms and obligations to you;
 - 8.4.2. comply with obligations imposed by Law; or
 - 8.4.3. to protect or pursue your, our, or a third party's legitimate interests, including offering Products that best meet your needs;
 - 8.4.4. your Personal Information may be processed through centralized functions and systems across the Adumo (RF) (Pty) Ltd group and by our Value Added Service Providers and may be used for the purposes, in the manner and with the appropriate controls set out in our Privacy Policy.
- 8.5. You hereby provide your consent for us to disclose your Personal Information to any Card Association, Card Issuer, and other financial institution for use in any fraud prevention schemes they may set up.

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

- 9.1. Each Party agrees to:
 - 9.1.1. keep Confidential Information private and secret even when uncertain about whether the information is confidential or not.
 - 9.1.2. destroy all Confidential Information that is no longer required, subject to the Rules;
 - 9.1.3. keep all systems and media containing Confidential Information, whether physical or electronic, in a secure manner aligned to industry standards to prevent access by or disclosure to anyone other than their authorised employees and third-party service providers; and
- 9.2. 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.
- 9.3. You agree not to use any Confidential Information for your own or anyone else's benefit, and where you assist us in obtaining Customer Personal Information, you agree to ensure that the Personal Information is complete, accurate, not misleading and updated where necessary, taking into account the purposes for which it was collected.
- 9.4. You agree to only share the Confidential Information and Data with your 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. Such confidentiality obligations shall be the same as, or similar to the obligations contained in this clause.
- 9.5. The confidentiality obligations will not apply in the following circumstances if the Confidential Information:
 - 9.5.1. 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;
 - 9.5.2. has lawfully become known by or comes into the possession of a Party;
 - 9.5.3. disclosure is required by Law;
 - 9.5.4. was developed for a Party at any time independently of any information disclosed by the other Party; or
 - 9.5.5. 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.
- 9.6. Should you be required by Law to disclose any Confidential Information belonging to us, then you must inform us prior to the disclosure.

10. DATA COMPROMISE

- 10.1. In the event that you experience a suspected or confirmed Data Compromise, you agree to:
 - 10.1.1. contact us immediately and in any event no later than 24 (twenty-four) hours to report the confirmed or suspected Data Compromise;
 - 10.1.2. take immediate steps, at your sole expense, to investigate and mitigate the Data Compromise or suspected Data Compromise;

- 10.1.3. cooperate at your sole cost and expense, in good faith, with us so that we may take any action or other steps reasonably required by regulatory authorities in terms of the Rules or our agreement with the Value-Added Service Provider (as applicable) for the processing of Transactions. We have the right to aid in the investigation of the Data Compromise;
- 10.1.4. provide us with updates as requested from time to time; and
- 10.1.5. implement any remedial measures as requested by us, regulatory authorities, in terms of the Rules or our agreement with the Acquiring Bank for the processing of Transactions.
- 10.2. 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 cost and keep you updated with the progress of the investigation.

11. INTELLECTUAL PROPERTY

- 11.1. Intellectual Property owned by us is and will at all times be and remain our property or that of our licensors, and you will not acquire any rights, title or interest of any kind in or to any or all of such Intellectual Property.
- 11.2. Except as expressly permitted in these Terms, you will not use our (or our licensors') Intellectual Property without our prior written or electronic consent. All rights in and to our (or our licensors') Intellectual Property not expressly granted in these Terms, are hereby reserved.
- 11.3. You hereby grant us the perpetual, royalty-free, worldwide right to use, to the extent that we see fit, in all and any ideas, comments and information provided or communicated by you to us (in whatever form they are provided or communicated). For clarity, you will receive no compensation or reward if we use and/or exploit any ideas, comments and information you have provided or communicated to us. If you do not want us to use any of your ideas, comments or information, then you should not disclose them to us.
- 11.4. You may not use our name, brand, logos or trademarks, refer to, or identify our Value-Added Service Providers (or any related entity) or us in any publicity releases, interviews, public announcements, testimonials, advertising or displays without our prior written approval. Where approval has been granted you undertake to follow the guidelines and criteria provided by us.
- 11.5. Upon termination of the Merchant Agreement or earlier if we require, you agree to immediately cease all use of our and our Value-Added Service Providers' marketing material, trade names, branding, logos and any similar material.
- 11.6. You may not remove any legal, copyright, trademark, or other Intellectual Proprietary rights notices contained in or on any materials we provide to you.
- 11.7. You agree not to alter, distort and/or animate our trademarks in any way.
- 11.8. You must implement changes to logos, trademarks, and marketing after receiving the new logo, trademark or marketing collateral within the period we stipulate.
- 11.9. By operation of Law, we become the owner of the Intellectual Property in any work 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 cede, assign and make over (with effect from inception in respect of future copyright, as the case may be) the entire worldwide right, title, and interest in and to any such Intellectual Property rights to us.
- 11.10. You agree to sign any documents or take any actions necessary for us to perfect our rights of ownership over any such Intellectual Property if requested by us, you further agree to do so within 5 (five) Business Days after the date of request.
- 11.11. You hereby undertake and agree that you shall not claim any ownership rights whatsoever or dispute or assist anyone else in disputing the validity of any Intellectual Property, including any advertising material, belonging to our Value Added Service Providers or us during or after the Merchant Agreement.
- 11.12. You will ensure that all Intellectual Property used in connection with the Product or to which you have access is duly and properly licensed or authorised. You indemnify us against all Losses arising from the unauthorized use of such Intellectual Property.

12. FEES

- 12.1. In exchange for using the Products, you will pay the Fees as set out in the Quote. Should additional costs be payable by you, we will provide you with a new sales quotation.
- 12.2. The following charges/costs will be for your account:
 - 12.2.1. insurance costs of the Hardware;
 - 12.2.2. charges for delivering the Hardware to you unless otherwise specified in the Product Terms or Quote; and
 - 12.2.3. charges and costs for implementation and training for Products supplied (unless provided to the contrary in an associated Terms),
- 12.3. Any required re-configuration work due to changes such as adjustments in your bank details, merchant number, software versions, or the addition of extra tender types will result in additional charges. These charges will be assessed on a time and materials basis.
- 12.4. You may not deduct taxes.
- 12.5. You will not earn interest on any amount held by us for whatsoever reason.
- 12.6. If you migrate from one payment option to another, you may be charged additional Fees for your new option, as indicated on your Quote.
- 12.7. By using our Product, you confirm that we are permitted to set-off amounts due and payable to us against those we may owe you. You must immediately pay us any net amount still due and owing to us after set-off.
- 12.8. All invoices paid by any other method other than by authorised debit order (as applicable) must be paid upon presentment or on the date reflected on the invoice.
- 12.9. If you fail to make payment within the time period required, your payment will be late, and you will be liable to pay interest on the late payment at a rate of 2% (two percent) per month, or the maximum allowable in terms of Law.
- 12.10. Fees for Software licenses and Support Services are payable monthly in arrears (unless the associated Terms states otherwise).
- 12.11. You understand that if your Application Form and Quote specifies that Fees are determined based on a foreign currency, then such Fees will fluctuate with any appreciation or depreciation in the exchange rate between the South African Rand and the foreign currency from the signature date of the Application Form and Quote ("1st Date") until the goods arrive at customs in the Republic of South Africa ("2nd Date").

- 12.12. You will bear the risk and receive the benefit of any variation in the exchange rate.
- 12.13. The ZAR/foreign currency rate quoted by Nedbank Limited, Commercial branch as their 1 (one)-month forward rate for imports at 10:00 on the 2nd Date, shall be used to determine any fluctuation in the exchange rate.
- 12.14. Any dispute as to the exchange rate to be utilized in terms of this clause shall be finally determined by the branch manager of Nedbank Limited, Commercial branch, (whose authority it shall not be necessary to prove) acting as an expert.
- 12.15. Should we agree to purchase forward cover for any foreign currency exposure, the cost of acquiring such forward cover is deemed to be a reimbursable expense.
- 12.16. Invoicing
- 12.16.1. We will provide you with a monthly invoice to the email address we have on record. Your invoice reflects the latest Fees due by you.
- 12.16.2. You must enable all selected Products and Services for use at your selected Premises within 3 (three) months from the date of completion of the Acceptance Tests, failure which, we reserve the right to invoice you in line with the Fees agreed to in the quote and signed Application Form. For clarity we confirm that Fees will be payable 3 (three) months from the date of completion of the Acceptance Tests, or from the date of first use, whichever is the earlier.
- 12.17. Fee Increase
- 12.17.1. We will review your Fees annually in January and advise you in writing (including by email) of any amendments thereto on 30 (thirty) days' notice. We reserve the right to amend the applicable Fees immediately in the event that there are changes to any costs applicable to processing Payment Instrument Transactions as a result of changes or directives implemented by the South African Reserve Bank, PASA industry requirements; Value Added Service Providers or a regulatory body.
- 12.17.2. Increases will be limited to an annual CPI increase.
- 12.18. Fees Disputes
- 12.18.1. It is your responsibility to verify that the Fees on your invoice are correct.
- 12.18.2. If you do not raise any query regarding the correctness of the Fees, debit order or your invoice within 30 (thirty) calendar days from the date on the invoice or debit (whichever is applicable), the Fees will be deemed to be correct. We are not liable for any errors or omissions brought to our attention after 30 (thirty) calendar days have passed.
- 12.18.3. This clause does not affect our right to claim any overpayments made to you in error or any other amounts that may be due to us.
- 12.19. Confirmation of amounts owing
- 12.19.1. A letter signed by one of our managers is sufficient evidence of any amount you owe, which is due to us under the Merchant Agreement.
- 12.19.2. Unless you can prove the contrary, we may use this letter to obtain provisional sentence, default judgment or summary judgment or commence any other legal proceedings. You agree that we do not have to prove the appointment of the manager who signs the letter.

13. DEFAULT/BREACH

- 13.1. If any of the following events take place, you will be in default of your Merchant Agreement:
 - 13.1.1. you do not comply with the terms of your Merchant Agreement or the Rules; or
 - 13.1.2. you submitted false information to us, which is regarded as material to us entering into the Merchant Agreement with you.
- 13.2. If you are in default, we may do the following:
 - 13.2.1. provide you with written notice to remedy the default within a prescribed time period;
 - 13.2.2. hold you legally responsible for any damages we have suffered because of your default;
 - 13.2.3. suspend your Product immediately and without prior written notice;
 - 13.2.4. delay settlement of amounts due to you until such time that the default has been rectified;
 - 13.2.5. terminate the Merchant Agreement immediately upon notice; and
 - 13.2.6. we may further rely on any of the remedies available to us in Law.
- 13.3. If we suspend your Product:
 - 13.3.1. you will be required to pay the Reactivation Fee, the amount of which will be determined by us from time to time before we can restore your Product. Please contact us for information in connection with the Reactivation Fee.
 - 13.3.2. your monthly service charges shall continue to apply for the Hardware or Service during any suspension period until the Hardware or Service is either restored or the Merchant Agreement is terminated in accordance with termination provisions of the Merchant Agreement.
- 13.4. If we commit a breach of any material provision of this Merchant Agreement and do not remedy this breach within 30 Business Days after receiving written notice from you asking us to do so, then you will have the right, without prejudice to your other rights in Law, to cancel this Merchant Agreement immediately or claim specific performance of any obligation.

14. YOUR RELATIONSHIP WITH CUSTOMERS AND VALUE-ADDED SERVICE PROVIDERS

- 14.1. Customers: We are not a party to any Transaction and agreement between you and your Customer. Under no circumstance will we be a party to any dispute between you and your Customer, whether it relates to the use of a Hardware, or Service, provision of Hardware, or rendering of Services.
- 14.2. 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. You indemnify us against any Losses we may incur as a result of a dispute between you and your Customer.
- 14.3. Value-Added Service Providers: If we refer you to any Value-Added 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 Value-Added Service Provider and you will be solely responsible for all risk and liability that may arise from:
 - 14.3.1. the cost of any services provided by your Value-Added Service Provider; and
 - 14.3.2. compliance with the applicable rules of your Value-Added Service Provider.
- 14.4. We shall not be held liable for any disputes between you and your Value-Added Service Providers. You agree to indemnify us against any Losses incurred as a result. Any disputes that arise must be directly addressed with your Value-Added Service Provider. The services provided to you by your Value-Added Service Provider creates separate legal rights and obligations between you and the Value-Added Service Provider.

15.	COMPLIANCE ASSESSMENT
15.1.	We may conduct a compliance assessment to ensure your compliance with this Merchant Agreement. The assessment will not interfere with your business operations and will be limited to the agreement's scope. If non-compliance is found, you will be responsible for the associated costs.
16.	FORCE MAJEURE
16.1.	Should we be prevented from fulfilling any of our obligations under this Merchant Agreement due to a Force Majeure event, we shall provide you with notice specifying the cause and anticipated duration of the Force Majeure event.
16.2.	We will notify you once the Force Majeure event has terminated.
16.3.	The performance of our obligations will be suspended from the date provided on the written notice until you receive confirmation that the Force Majeure event has terminated.
16.4.	We are not responsible for any delay and/or failure of performance or any Losses incurred due to the Force Majeure event. You will not be entitled to claim any Losses for the delay and/or the failure by us and/or the Acquiring Bank to perform obligations under the Merchant Agreement.
16.5.	If the Force Majeure event continues for longer than 30 (thirty) consecutive days you may terminate the Merchant Agreement on 30 (thirty) days written notice to us.
17.	INFORMAL DISPUTE RESOLUTION AND ARBITRATION
17.1.	You agree that any dispute that arises in terms of this Merchant Agreement (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction) shall first be dealt with informally and in good faith between the Parties' designated authorised personnel by written notice to them at each Party's registered address for service.
17.2.	If the Parties are unable to resolve the dispute through dispute resolution within 7 (seven) Business Days, then the dispute may be submitted to and decided by arbitration in accordance with the Arbitration Foundation of Southern Africa ("AFSA") rules.
17.3.	The arbitrator will be a senior counsel with at least ten years standing agreed to between the parties.
17.4.	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.
17.5.	The arbitration will be held in Johannesburg.
17.6.	Either Party may have the award of an arbitrator made an order of court.
17.7.	You agree to keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.
17.8.	A demand by a Party to submit a dispute to arbitration in terms of this clause 18 is an adequate legal process to interrupt any time bar Laws in respect of legal claims.
17.9.	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. The Parties may mutually agree and consent to another court's jurisdiction.
18.	NOMINATED ADDRESS FOR RECEIPT OF LEGAL DOCUMENTS
18.1.	Your nominated address for the receipt of all legal documents relating to the Merchant Agreement is set out on the Application Form, or a subsequent written notification of the change of address.
18.2.	Our nominated address for the receipt of all legal documents relating to the Merchant Agreement is set out below:
18.3.	For Attention: Adumo Legal Council
18.4.	Address: Adumo, 3 Muswell Rd, Bryanston, 2191
18.5.	Email: legal@adumo.com
18.6.	Any notices given by either Party under the Merchant Agreement shall be deemed to have been duly given:
18.6.1.	on delivery if hand delivered to the Party's physical address during business hours on a Business Day;
18.6.2.	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;
18.6.3.	on transmission, if sent to the Party's then email address.
18.7.	The Parties may change their respective domicilium address (to another physical address in the Republic of South Africa only) by notice in writing (including email) to the other Party.
18.8.	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.
19.	CESSION AND ASSIGNMENT
19.1.	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 to a third party.
19.2.	You will not be entitled to cede, delegate, assign or in any other manner dispose of any of your rights or obligations arising out of the Merchant Agreement without our prior written approval, which approval is our sole and absolute discretion.
20.	QUERIES AND COMPLAINTS
20.1.	All queries relating to the Merchant Agreement and Service Levels can be raised by contacting the Contact Centre or your account manager.
21.	GENERAL
21.1.	It is explicitly agreed that we are entitled to appoint sub-contractors to complete and/or perform all or part of this Merchant Agreement.
21.2.	The Merchant Agreement shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa.
21.3.	No Party will have any claim or right from any undertaking, representation, or warranty not recorded in the Merchant Agreement.
21.4.	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.
21.5.	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.

- 21.6. 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.
- 21.7. Nothing in the Merchant Agreement:
- 21.7.1. limits or exempts the Parties from any liability to the extent that the Law does not permit this; or
- 21.7.2. requires the Parties to assume risk or liability to the extent that the Law does not permit this.

PART B: PRODUCT TERMS OF USE

GENERAL TERMS FOR INTEGRATING YOUR SYSTEM WITH OUR SYSTEM

- A. Hardware**
- B. Loyalty Solution and Vouchering Solution**
- C. Compliance Service**
- D. Enterprise Reconciliation Service**
- E. Switching Service**

22. GENERAL TERMS FOR INTEGRATING YOUR SYSTEM WITH OUR SYSTEM

- 22.1. These integration rules apply to you when we provide you with Integrated Hardware or where you are required to integrate Your System with Our System to enable us to provide the Products.
- 22.2. We will provide you with Implementation Services if selected by you on the Application Form and Quote in return for a Fee which is charged on a time and materials basis.
- 22.3. When Implementation Services are provided you agree to prepare the Premises in accordance with our written recommendations and thereafter maintain the Premises accordingly. The installation, supply, or connection of any LAN (Local Area Network), WAN (Wide Area Network), or VPN (Virtual Private Network) beyond the network point is not included in the Implementation Services.
- 22.4. If your Acquiring Bank or hardware or integration is not certified by us, you will be responsible for paying the costs associated with obtaining the certification.
- 22.5. Adumo Technologies Responsibilities:
- 22.5.1. certify channel integration / development work as agreed to with you in writing;
- 22.5.2. configure Products on our back end;
- 22.5.3. implement Product at Premises and conduct Acceptance Testing;
- 22.5.4. upon completion of Acceptance Testing, we will proceed to full roll out planning and implementation of the Products together with all relevant parties.
- 22.6. Your responsibilities: It is the your responsibility to ensure that the following responsibilities are met in order to facilitate the timeous enablement of Products:
- 22.6.1. ensure on Premises Hardware readiness. All on-site or remote Hardware upgrades or configuration work must be completed and upgrades to integrated versions must be performed;
- 22.6.2. ensure on Premises network and infrastructure readiness;
- 22.6.3. ensure connectivity readiness – including primary and failover communication;
- 22.6.4. Premises assessment details to be provided to us;
- 22.6.5. source merchant number details and devices from the Acquiring Bank;
- 22.6.6. ensure building and Premises readiness.
- 22.7. We hereby grant you a right to use our API to access our Products 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, used by- or for the benefit of any third party or for anything else but to access our Products and to display the contents received from the APIs within the application.
- 22.8. 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.
- 22.9. We own all rights, title, and interest in and to the API and to all output and executables of the API.
- 22.10. The API provided to you shall be treated as Confidential Information.
- 22.11. 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 Rules, or violate the rights of third parties.
- 22.12. You may not do something or cause something to be done that will allow disablement of authentication.
- 22.13. You may not interfere with or disrupt our Products or Our Systems, servers or networks connected to the API or violate any of our requirements, procedures, policies or regulations of networks relating to the API or transmit any Destructive Elements through your use of the API.
- 22.14. By using our Products 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.
- 22.15. No rights or licenses are granted except as expressly set forth herein. If you violate any of the foregoing restrictions, we will own all rights, title and interests 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.
- 22.16. 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 and Products.
- 22.17. The Products can only be enabled once you have successfully integrated Your System with Our System using the API specification we provided.
- 22.18. The sole responsibility for the interpretation and application of the API vests in you and/or your third-party service provider.
- 22.19. Your System: By using the Products you agree to take all reasonable steps to maintain and Upgrade your information technology infrastructure and your Systems at your costs to ensure the Products and Your System perform as prescribed in the Merchant Agreement and that the security and integrity of Your System is not compromised.
- 22.20. Security measures: You agree to comply with industry requirements and applicable Data protection Rules if you process Card Data on Your System which must be compliant with PCI DSS.

- 22.21. Should new capabilities to the Product be introduced which require you to make Enhancements to Your System or platform, you undertake to implement these diligently with the necessary skill and care if requested by us and test Enhancements before implementation; we will be entitled, in our sole discretion, to attend such testing and/or obtain further details regarding your testing process.
- 22.22. Before implementing any Enhancements that could affect the Products or Our System, or making changes to Your System that may impact the integration between Your System and Our System, you must obtain our prior written approval.
- 22.23. You will implement security standards in the manner we prescribe.
- 22.24. You will ensure the accuracy, correctness and completeness of all input and/or output Data to be used by you on or in conjunction with the Product.
- 22.25. You will back-up and safely store and retrieve your Data or the Data generated through the use of the Product. You indemnify us against all losses suffered by you arising directly or indirectly out of or in connection with the loss of Data.

23. ACCEPTANCE TESTS

- 23.1. At your expense, you shall provide or make virtually available to us your integration into the Product for Acceptance Testing.
- 23.2. We will initiate the Acceptance Tests with you and confirm the procedure that will be followed.
- 23.3. Each Party shall provide assistance and support reasonably requested by the other leading up to and during Acceptance Tests.
- 23.4. Acceptance Tests shall take place in accordance with our Acceptance Tests criteria. You will be responsible for any delay in the activation of the Product should you fail to provide us with access to your integration to the Product. Should you fail to attend the Acceptance Testing on an arranged date, we may proceed in your absence, and you shall be deemed to have concurred with the results thereof.
- 23.5. Where the Product passes the Acceptance Tests, we will confirm that the Product meets the Acceptance Tests criteria.
- 23.6. If the Product does not meet the Acceptance Test criteria (the Failed Deliverable) then we will reschedule and conduct Acceptance Tests on the Failed Deliverable until Failed Deliverables pass the Acceptance Tests. After 3 (three) failed Acceptance Tests, we will make a decision on whether to proceed with further Acceptance Tests or whether to terminate the Product.
- 23.7. The Product will be enabled for your benefit once the Product is certified by us to ensure that it is compliant with PCI.

A. HARDWARE

These Terms manage the relationship and responsibilities between you and us in regard to the Hardware we provide to you. These Terms must be read in conjunction with the remainder of the Merchant Agreement.

24. GENERAL

- 24.1. When selecting the Hardware on the Application Form and Quote, you acknowledge that you have reviewed and familiarized yourself with the Hardware specification and its features. If you have any questions or need further clarification, you agree to contact us before proceeding with the Application Form and Quote.
- 24.2. The Hardware will be delivered to you, and the Payment Server, if required, will be installed on a date agreed to between the Parties. Where a stand for the Card Acceptance Device is included or required to operate the Card Acceptance Device, you will be responsible for installing the stand.
- 24.3. If the item of Hardware is not available at the time of delivery, we reserve our rights to substitute compatible Hardware of equivalent functionality and performance. In this event we shall deliver a revised Quote to you for signature at the time of delivery.
- 24.4. By signing the delivery certificate, you confirm that the Hardware is received in good working order.
- 24.5. You agree that if you fail to sign the delivery certificate within 5 (five) Business Days from the date of delivery, you will be deemed to have accepted the Hardware delivered to you.
- 24.6. At the time of delivery, the Parties shall physically inspect the Hardware delivered. You shall not be obliged to take delivery of any excess Hardware or where the Hardware packaging is damaged.
- 24.7. Following delivery, you shall maintain an appropriate Environment for the Hardware at the site where it is installed, as specified in the Documentation, suitable for the proper operation of the Hardware.
- 24.8. Risk: The risk of loss or damage to all Hardware will pass to you on the date of delivery. We will not be responsible for any malfunction, non-performance or degradation of performance of the Hardware caused by, or resulting from, directly or indirectly, any alteration, adjustment, modification, repair (including any attempt to repair) or attachment of other products to the Hardware made by anyone other than us.
- 24.9. Communications Infrastructure: You agree to procure a Suitable Communications Infrastructure and associated hardware from us or alternatively from a third-party service provider. You shall be responsible for paying all related communication costs to the third-party service provider. You must have backup communication methods in place so that Transactions can still be processed if the main communication channels are unavailable. If you rely on internet connectivity you must ensure that the internet connection is stable. Additionally, you must have backup power arrangements in place to address potential power outages.
- 24.10. SIM Cards: The following provisions apply where we provide you with a SIM card. We remain the owner of the Sim card. The SIM will enable you to communicate Transactions to us. You may not use the SIM card for anything but in your Rented Hardware to communicate with us. You may not deactivate or remove your SIM card from your Rented Hardware. You will be liable for any abuse and use of the SIM card which include, the use of the SIM card for purposes other than processing Transactions under these Terms; or unauthorized access to the SIM card; stolen or lost SIM cards; and the cost of data for data used over and above the monthly allocated data and you hereby indemnify us accordingly against Losses we incur due to your non-compliance with this provision.

25. RENTED HARDWARE

- 25.1. Your interest in the Hardware shall be as beneficial possessor upon you taking delivery of the Hardware, and you shall not during or after the termination of this Merchant Agreement become the owner of the Hardware.
- 25.2. You shall ensure that the Hardware is not encumbered by operation of Law or otherwise.
- 25.3. Hardware shall not be affixed to any Premises and/or property and/or asset in such a manner that they might accede or become permanently attached to same. You acknowledge and understand that the Hardware is intended to remain movable property.

- 25.4. You shall:
- 25.4.1. not remove the Hardware from the Premises without our written consent, in the event of non-compliance with this clause, you will be held liable for all Losses incurred, including any fines imposed on us as a result of your actions;
- 25.4.2. maintain Hardware in good and proper working order; and
- 25.4.3. acquire and install lightning or power surge protection and other safety or protection devices as we may reasonably require from time to time.
- 25.5. Insurance: You shall comprehensively insure the Hardware against all risks for its full replacement value and maintain such insurance policy for the duration of the Merchant Agreement, and provide us with confirmation upon request. Please contact us to determine the cost of the Hardware. The insurance must be sufficient to protect you against the costs of accidental damage to the Rented Hardware and damage caused by negligence, as received from us.
- 25.6. If Support Services are provided, then it may attract additional Fees which will be communicated to you in writing.

26. PURCHASED HARDWARE

- 26.1. Ownership and risk in the Card Acceptance Device will pass to you on delivery subject to full payment of the Fees set out in the Application Form. The Purchased Hardware will include Base Software, which will remain accessible to you even after the termination of the Merchant Agreement.
- 26.2. You will be required to pay at least 50% (fifty) percent of the Fees upfront before delivery of the Hardware will occur.
- 26.3. Hardware may be subject to a lead time of up to 8 (eight) weeks, if this applies, we will notify you.
- 26.4. Warranty
- 26.4.1. Unless otherwise agreed in writing, during the first 90 (ninety) days from the date of delivery ("Warranty Period"), we will correct any defective or faulty Hardware at no further cost to you, provided the defect or fault does not arise from an Excluded Incident.
- 26.4.2. We warrant that the Hardware shall be of good quality and workmanship and shall operate substantially in accordance with its associated Documentation throughout the Warranty Period.
- 26.4.3. Should the Hardware fail to operate in accordance with the Documentation, you may notify us in writing, identifying the affected item of Hardware giving the waybill/delivery note number under which it was shipped and describing the defect, and, promptly thereafter, deliver (through shipment or courier service) the item to us. We will, at our discretion (exercised reasonably) determine whether or not the warranty covers the item of Hardware and either repair or replace the defective item at no further cost to you.
- 26.4.4. Any Hardware that requires repairs beyond the Warranty Period will be for your account, regardless of whether Support Service Fees are applicable or if the Hardware has been rented or purchased.
- 26.4.5. Subject to the above, all purchased Hardware is subject to a strict no returns policy.
- 26.4.6. You will be responsible for the transportation and insurance costs to return the failed item to us and we will pay the return transportation and insurance costs.
- 26.4.7. The warranty will only apply to Hardware that have not been tampered with or being opened.

27. SUPPORT SERVICE

- 27.1. Support Services include resolving incidents in respect of the Hardware, providing operational trouble-shooting advice on the use of the Hardware and for maintaining the Hardware, which includes Updates and/or Upgrades to the Software.
- 27.2. All support tickets must be logged by contacting our Contact Centre where a reference number will be allocated. We will assign each incident a priority level (i.e. Severity 1, Severity 2 or Severity 3, as the case may be).
- 27.3. We will provide Support Services by way of any one or combination of the following, as determined by us at our reasonable discretion:
- 27.3.1. by telephone or remote access;
- 27.3.2. on-Premise where remote support has proved ineffective;
- 27.3.3. by referring the incident to the licensor/manufacturer of the Hardware and/or Software;
- 27.3.4. by de-installing affected items of Hardware, removing them to our repair facility, resolving the incident, returning the item of Hardware to the Premises and re-installing it.
- 27.4. Should we be unable to meet any service level due to factors beyond our reasonable control including your failure to perform your obligations in a timely manner, we shall be excused from meeting that service level for as long as those factors prevail.
- 27.5. We offer a Hardware swap out service where we replace the malfunctioning Hardware device, this service is available on weekdays, Monday to Friday, this service is available on weekdays, Monday to Friday.
- 27.6. The delivery time frames are as follows: if you request Hardware replacement before 12:00 PM and your location is within 100 (one hundred) kilometres of KwaZulu-Natal, Cape Town, or Johannesburg, we will provide the Hardware device by the next Business Day. For requests received after 12:00 PM, you can expect to receive the replacement Hardware on the following Business Day.
- 27.7. For locations beyond 100 (one hundred) kilometres from these regions, we'll arrange a courier service to deliver the Hardware according to their timelines and the Hardware will be configured by us remotely.
- 27.8. Subject to availability and your geographical location, we may provide temporary loan Hardware to you as agreed between the Parties in writing, if we do then ownership of all loan Hardware shall at all times be and remain vested in us. Loan Hardware is provided voetstoots (as-is), may not be the same make or model as the Hardware and may operate differently to the Hardware.
- 27.9. Exclusions: Support Services shall not include:
- 27.9.1. the supply or replacement of expendable and consumable items;
- 27.9.2. the customisation of Software and/or the provision of Updates and/or Upgrades to customised Software;
- 27.9.3. on-site Support Services, other than as otherwise explicitly agreed to in writing between the Parties;
- 27.9.4. the provision of general advice or assistance on the use of the Hardware;
- 27.9.5. relocation of the Hardware or the network within or outside of the current premises;
- 27.9.6. support on the payment server;
- 27.9.7. attendance to incidents in relation to Software which is more than 1 release/s older than the current version of that Software; and

- 27.9.8. defects or faults arising from the following incidents ("Excluded Incidents"):
 - 27.9.8.1. you failing to maintain an appropriate Environment and/or operate, use or store the Hardware in accordance with the instructions specified in the Documentation;
 - 27.9.8.2. Hardware being installed, configured or commissioned by anyone other than us;
 - 27.9.8.3. Hardware being altered, adjusted, modified, and /or repaired by anyone other than us;
 - 27.9.8.4. external factors including Force Majeure or failure or fluctuation of electrical power or any telecommunications service;
 - 27.9.8.5. theft, vandalism, accidents, misuse, negligence or failure by you to follow instructions for the proper use of the Hardware;
 - 27.9.8.6. Destructive Elements;
 - 27.9.8.7. your failure to acquire and install any Update or Upgrade to the Software, and/or in respect of the Product, specified by us from time to time; and
 - 27.9.8.8. the relocation of the Hardware from its designated location at the Premises by persons other than us.
- 27.10. We shall not be liable for any failure to meet any Service Level, in respect of any Disaster. For the purposes of this clause, "Disaster" means any failure of the Product to operate which results in a significant adverse impact on your business, and in respect of which we are unable to determine a resolution for such failure, despite having applied reasonable efforts. If the liability is caused by us, we will be responsible and it shall not fall under "Excluded Incidents".
- 27.11. Support Services for Purchased Hardware: For Purchased Hardware we will provide support and/or maintenance subject to payment of additional Fees specified in Application Form and Quote.
- 27.12. We offer Support Services for the Software which is optional. If you choose not to use our Support Services or if our agreement with the third-party maintenance support and maintenance provider is terminated, we shall not be responsible for maintaining or updating the Software.
- 27.13. You agree to assume all risk and liability that may arise from your continued use of the Purchased Hardware, and we recommend that you contract directly with the service provider for any such services.
- 27.14. You agree to notify us promptly if there are any material changes to the operating systems that may affect the integrity or security of Transactions processed on the Purchased Hardware.

B. LOYALTY SOLUTION AND VOUCHERING SOLUTION

These Terms manage the relationship and responsibilities between you and us in regard to the acceptance of Gift Cards and/or Loyalty Cards as selected by you. These Terms must be read with the remainder of the Merchant Agreement.

28. GENERAL

- 28.1. You may accept Gift Cards and/or Loyalty Cards from Customers on your Hardware once your Loyalty Solution or Vouchering Solution is Activated by us. Your acceptance of Gift Cards and/or Loyalty Cards as a Payment Instrument on the Card Acceptance Device is subject to you entering into an agreement with the Programme Owner in respect of the rules and Fees applicable to the processing of Gift Cards and/or Loyalty Cards.
- 28.2. By accepting Loyalty Cards as Payment Instruments, you undertake the following:
 - 28.2.1. require the Customer to complete and sign an enrolment form available on (<https://mybalance.adumo.com>) ("the Enrolment Form"), before accepting the Loyalty Card as a Payment Instrument;
 - 28.2.2. ensure that the Customer details on the Gift and Loyalty Card Portal are correct and up to date. Customers are required to update their details on (<https://mybalance.adumo.com>). We will merely act on the information recorded;
 - 28.2.3. advise us immediately should the information captured on the Gift and Loyalty Programme Setup Form change;
 - 28.2.4. attend to all queries from Customers;
 - 28.2.5. safeguard all Personal Information and Data recorded in respect of the Gift Card Programme and/or Loyalty Card Programme;
 - 28.2.6. assist Customers with support and balance enquiries or refer the Customer to the Gift and Loyalty Portal; and
 - 28.2.7. You may only accept Gift Cards and/or Loyalty Cards as a Payment Instrument for goods, services and/or facilities purchased from you by a Customer up to the available balance on the Gift Card or Loyalty Card.

29. LOADING GIFT CARDS AND LOYALTY CARDS

- 29.1. Gift Card: You may load monetary value onto a Gift Card by entering the monetary value, capturing the token number on the Hardware or swiping the Gift Card through the Card Acceptance Device. Once a request to load a monetary value on a Gift Card is received by us from you as processed on your Hardware, we will update the monetary balance on the Gift Card with the amount processed by you on the Card Acceptance Device.
- 29.2. Gift Card: Once a request to redeem the monetary value of a Gift Card from a Customer is received by us from you as processed on the Card Acceptance Device, we will update the monetary balance on the Gift Card with the amount processed by you on the Card Acceptance Device.
- 29.3. Loyalty Card: Loyalty Customers will earn and redeem loyalty points or cashback by swiping their Loyalty Card when purchasing goods and services from you in accordance with the Loyalty Solution rules, as communicated by the Programme Owner.
- 29.4. Once a request to allocate loyalty rewards on a Loyalty Card is received by us from you as processed on the Card Acceptance Device, we will update the available points or cashback balance on the Loyalty Card with the amount issued by you and in accordance with the Loyalty Solution Terms.
- 29.5. Loyalty Customers will redeem loyalty rewards by swiping, tapping or providing the token number of their Loyalty Card when purchasing goods and services from you in accordance with your Loyalty Solution rules, as stipulated on the Gift and Loyalty Programme Setup Form.

30. PROCESSING GIFT CARD AND LOYALTY CARD TRANSACTIONS

- 30.1. You understand that by participating in the Gift and Loyalty Programme and accepting Gift Cards and Loyalty Cards you will be subject to the following requirements:
 - 30.1.1. you shall honour all valid Gift Cards and Loyalty Cards that are properly presented for payment by a Customer and shall process the Transaction by swiping, tapping or entering the token number on your payment Hardware.
 - 30.1.2. you must obtain Authorisation for all Gift Card and/or Loyalty Card Transactions; and
 - 30.1.3. once Authorization has been obtained, you must provide the Customer with a Transaction Voucher and dispatch the goods and/or services to the Customer.

- 30.2. To the extent that the Gift Card and/or Loyalty Card is loaded with insufficient funds to pay for the goods, services and/or facilities supplied by you to the Customer, you may process the Transaction up to the maximum amount loaded on the Gift Card and/or Loyalty Card and accept a different form of payment for the balance of the amount due.
- 30.3. If further funds remain loaded on the Gift Card and/or Loyalty Card after the Transaction has been successfully processed, you must return the Gift Card and/or Loyalty Card to the Customer, or issue the Customer with a new Gift Card or Loyalty Card for virtual vouchers.
- 30.4. Gift Cards: Where no further funds are loaded on the Gift Card, you must require that the Customer surrender the Gift Card and shall provide the Customer with a receipt as proof of the balance on the Gift Card.
- 30.5. Loyalty Cards: After the Transaction has been successfully processed, you must provide the Customer with a Transaction Voucher in respect of the Transaction and shall return the Loyalty Card to the Customer (notwithstanding that the loyalty points or cashback value on the Loyalty Card may have been wholly depleted).

31. SETTLEMENT

- 31.1. Settlement of Gift Card and Loyalty Card Transactions will be processed in accordance with the Gift and Loyalty Programme Set Up Form.
- 31.1.1. In the case of an adumo Owned Scheme: as stipulated in the Gift and Loyalty Programme Set Up Form – Once a request to load or redeem a monetary value on a Card is received by us from you, processed on the Card Acceptance Device, we will issue a monthly invoice for the amount that has been issued and issue a credit invoice for the amount that has been redeemed.
- 31.1.2. In the case of a Client Owned Scheme, as stipulated in the Gift and Loyalty Programme Set Up Form – Once a request to load or redeem a monetary value on a Card is received by us from you, processed on the Card Acceptance Device, we will:
- 31.1.3. update the available balance on the Card with the amount loaded, rewarded or redeemed in accordance with the Gift and / or Loyalty Card Programme rules; and
- 31.1.4. you will be responsible for the safe storage of the monetary value accrued on Gift Cards and/or Loyalty Cards, as received by you from the Customer (in the case of Gift Cards) or issued by you to the Customer in accordance with the Loyalty Card Programme rules (in the case of Loyalty Cards), until the day which we process valid redemption (debit) Transactions for purchases of goods and services made using the Gift Card and / or Loyalty Card on our Card Acceptance Device(s).
- 31.1.5. In the context of a Client-owned Scheme, the responsibility for settlement between participating stores shall rest with the Programme Owner. This entails the comprehensive management of issuance and redemption Transactions, specifically involving the collection of funds for issuance into the central Float Account and the subsequent disbursement of funds for redemption to the respective merchant accounts.

32. DISPUTES AND QUERIES

- 32.1. All disputes that the Customer may have in respect of the Gift Card and/or Loyalty Card must be referred to the Programme Owner. You understand that we are not a party to the agreement between you and the Customer and shall not be a party to any disputes that may arise between the Customer and you.

33. PROGRAMME OWNER TERMS

- 33.1. These Terms will only apply when you are the Programme Owner of the Loyalty Solution and/or Vouchering Solution.
- 33.2. You hereby appoint us to manage the following responsibilities in respect of the Loyalty Solution and/or Vouchering Solution, as selected on the Gift and Loyalty Programme Setup Form, on your behalf:
- 33.3. Branding and Artwork
- 33.3.1. We will brand the Gift Card and/or Loyalty Cards in accordance with the specifications provided by you in the Artwork Order Form. You will be responsible for the costs of the Card artwork should you provide us with the incorrect Artwork.
- 33.3.2. You understand and agree that the Gift Cards and Loyalty Cards will be co-branded with our trademark and/or trade names.
- 33.4. Printing of Gift Cards and/or Loyalty Cards
- 33.4.1. We will print Gift Cards and/or Loyalty Cards in accordance with the specification selected on the Artwork Order Form.
- 33.5. Delivery
- 33.5.1. You shall stipulate the number of Gift Cards and/or Loyalty Cards you wish to purchase on the Artwork Order Form.
- 33.5.2. The Gift Cards and/or Loyalty Cards will be available for delivery within 20 (twenty) Business Days from receipt of the completed Artwork Order Form and full payment of the Fees. Ownership and the risk of loss or damage in such Cards will pass to you on the date of delivery.
- 33.5.3. Activation and enablement, we will:
- 33.5.4. issue you with a unique username and password to access the Gift and Loyalty Card Portal (“adumo Engage”); and
- 33.5.5. enable the Card Acceptance Device to process Gift Cards and/or Loyalty Cards, as selected on the Gift and Loyalty Programme Setup Form.
- 33.6. Allocation of value and management of Card balances
- 33.6.1. We will, on the date agreed upon between the Parties:
- 33.6.1.1. allocate value to Loyalty Cards in accordance with Customer purchases and the rules stipulated on the Gift and Loyalty Programme Setup Form. This is applicable to the Loyalty Solution only;
- 33.6.1.2. allocate monetary balances to Gift Cards in accordance with the request processed by you on the Card Acceptance Device and received by us. This is applicable to the Vouchering Solution only;
- 33.6.1.3. manage available monetary balance on Gift Cards by deducting Transaction values from the available balance on the Gift Cards and settling the monetary value to you. This is applicable to Gift Cards only; and
- 33.6.1.4. manage available reward balances on Loyalty Cards by adding and deducting value in respect of each Transaction linked to the Loyalty Card, in accordance with the rules agreed to with us as stipulated on the Gift and Loyalty Programme Setup Form. This is applicable to Loyalty Cards only.
- 33.6.2. We are responsible for the safe storage of monetary value received from you or from Customers in the Float Account in accordance with the request processed by you on the Card Acceptance Device and received by us.
- 33.7. Training: We will provide you with training on the use of the Gift Solution and Loyalty Solution.

- 33.8. All liability in respect of the safe storage of monetary value loaded on Gift Cards and / or Loyalty Cards will reside with us from the day on which the Gift Card and/or Loyalty Card purchase is processed on the Card Acceptance Device, and settlement is received by us, until the day we Settle you for valid purchases made using the Gift Card and/or Loyalty Card.
- 33.9. The Customer will remain the owner of the monetary value loaded on the Gift Card and/or Loyalty Card until the earlier of: the date on which the monetary value loaded on the Card is redeemed by the Customer in exchange for goods, services or future services; or the date on which the Card is expired, as stipulated on the Gift and Loyalty Programme Setup Form, upon which the Scheme Owner will become the owner of the remaining value on such Gift Cards. Should you agree to an extended expiry period which is different from the expiry period indicated on the Gift and Loyalty Programme Setup Form, you must immediately notify us, as the Scheme Owner will only become the owner of the remaining value on the Card(s) after the expiry of extended period agreed by you with the Customer.
- 33.10. Lost, stolen and expired Gift Cards and/or Loyalty Cards
- 33.10.1. Should a Customer report to you that their Gift Card and/or Loyalty Card has been lost or stolen, you shall immediately block and/or cancel the Card on the Gift and Loyalty Card Portal.
- 33.10.2. You are responsible for verifying the identity of the Customer, whereafter you may issue the Customer with a new Gift Card and/or Loyalty Card in accordance with these Terms.
- 33.10.3. The expiry date for Cards is specified in the Gift and Loyalty Programme Setup Form. We shall electronically deactivate expired Cards.
- 33.10.4. In the event that the Loyalty points earned on a Loyalty Card expire, we shall electronically deduct such value from the available balance on the Loyalty Card, as applicable, in accordance with the terms agreed to in the Gift and Loyalty Programme Setup Form.
- 33.10.5. Any unredeemed value loaded on the expired Gift Card or Loyalty Card shall be forfeited by the Customer on expiry, as stipulated on the Gift and Loyalty Programme Setup Form.
- 33.10.6. All expired value shall be paid out in accordance with the expiry date and Breakage split stipulated on the Gift and Loyalty Programme Setup Form.
- 33.11. Reports On The Gift And Loyalty Card Portal
- 33.11.1. We shall, for the entire duration of the Loyalty Solution and Vouchering Solution make available to you, via the Gift and Loyalty Card Platform, or as otherwise advised, the reports which include the following information:
- 33.11.1.1. details of Card Transactions processed;
- 33.11.1.2. details of all participating merchants;
- 33.11.1.3. details of balances on each activated Gift Card and/or Loyalty Card; and
- 33.11.1.4. details of registered Customers.
- 33.11.2. You shall not, under any circumstances, be entitled to alter or modify the Gift Card Programme and/or Loyalty Card Programme without our prior written consent.
- 33.11.3. You shall ensure that the information loaded onto the Gift and Loyalty Portal is correct. You understand that we will not be responsible for incorrect information supplied on the Gift and Loyalty Card Portal and you hereby indemnify us for any Losses that may arise if incorrect information on the Gift and Loyalty Portal is supplied.
- 33.12. Termination
- 33.12.1. On termination of the Loyalty Solution or Vouchering Solution for any reason whatsoever, we shall deliver to you the Customer Data and balance available on Gift Cards and Loyalty Cards will be communicated to you. Once the balances have been communicated to you, you will be responsible for managing such balances available on the Cards.
- 33.13. Adumo Owned Scheme
- 33.13.1. Should the Loyalty Solution or Vouchering Solution be terminated by you prior to expiry, from the date on which the monetary value was loaded on the respective Cards, we will pay into your Nominated Bank Account the monetary value held on your behalf in respect of the value loaded on the Gift Cards and/or Loyalty Cards.
- 33.13.2. All risk and liability in the monetary value paid to you in respect of the Gift Card and Loyalty Solution will pass to you upon processing the payment of the Gift Card and/or Loyalty Card value held by us to you. You will be responsible to manage any balances on the Cards from the date on which the balances were communicated to you.
- 33.13.3. We shall transfer the balance of active Gift Cards and/or Loyalty Cards in the Float Account to the Nominated Bank Account, in accordance with the terms agreed to in the Gift and Loyalty Card Programme Setup Form. You are responsible for reimbursing the Customers with the full monetary value that was loaded on the Gift Card and/or Loyalty Card in this regard for as long as the Card and value is not expired.
- 33.13.4. You agree to reimburse each Customer with the available monetary balance remaining in each Gift Card and/or Loyalty Card. We will provide you with a report containing the balance remaining on all the issued Gift Cards and/or Loyalty Cards within 14 (fourteen) Business Days from the effective termination date.
- 33.13.5. You are responsible for notifying the Customer and for ensuring that the Customer is able to redeem the balance remaining on the Gift Card and/or Loyalty Card, you indemnify us for any Losses that may arise from your failure to reimburse the Customer and/or non-compliance with this clause.
- 33.14. Breakage
- 33.14.1. You agree to the Breakage split as specified in the Gift and Loyalty Programme Setup Form.

C. COMPLIANCE SERVICE

These Terms apply when you selected our Compliance Service as a Product

34. GENERAL

- 34.1. We will assist you in reducing the scope and complexity involved with managing PCI DSS compliance by assisting you in moving and segregating the payment Hardware and Software from the rest of the in-store network, you will be adhering to best practice security architecture and dramatically reducing business risk as well as reducing the ongoing cost of compliance components of SecureEdge (payment server(s) provided by us and our Affiliates) in accordance with the associated PCI DSS specifications.
- 34.2. Although we provide the Compliance Services to you, you remain solely responsible for complying with the applicable PCI DSS obligations, and you understand that we shall not be held liable for your non-compliance thereof. Our maintenance of SecureEdge is limited to the information technology systems in use within the SecureEdge appliance, connected to Our

System using the payment application system API. Specifically, it excludes any Hardware, Software or infrastructure associated in addition to that or attached to SecureEdge.

- 34.3. The SecureEdge device is a security-hardened appliance which is configured so that you can easily reach PCI compliance and hosts our payment applications. Housing the payment Software means that it is no longer necessary for this software to reside within the retail Point of Sale or channel environment, which means that the Card Acceptance Device or channel can be excluded from PCI scope.
- 34.4. SecureEdge solution contains the following features: multi-factor authentication (MFA); antivirus; operating system updates, centralised logging; file integrity monitoring capabilities and a firewalled environment. We hereby grant you a limited, non-exclusive royalty-free, non-transferable, non-sublicensable and non-assignable license to access and use SecureEdge to assist you in reducing the scope and cost of maintaining your PCI DSS compliance.
- 34.5. We may recommend additional associated Environment requirements to you in writing while performing the Compliance Services. You are responsible for maintaining Your System at all times in accordance with our recommendations. You shall be solely responsible for any and all liability arising from your failure and/or refusal to implement our recommendations.

D. ENTERPRISE RECONCILIATION SERVICE

These Terms apply when you use the Enterprise Reconciliation Service

35. GENERAL

- 35.1. Our Enterprise Reconciliation Service automatically reconciles the Transaction Data received from the Value-Added Service Provider, to the Transactions processed on the Card Acceptance Device (as applicable) to identify any differences between the respective Transactions. This applies to Transactions with financial impact only.
- 35.2. We will provide you with the above information in respect of the specific Transaction type you select on your Application Form.
- 35.3. The reconciliation report will be provided to you by email or as agreed, and a view of the reports will be available on the online secure Enterprise Reconciliation Platform.
- 35.4. We will provide you with your unique username and password to access the secure Enterprise Reconciliation Platform to view reconciliation reports and to access our Standard Reconciliation Management Tools (to view and resolve any exceptions that are identified).
- 35.5. You agree to exercise due care and skill when accessing the Reconciliation Platform and to keep your username and password secure.
- 35.6. You understand that this is not an accounting tool, and you agree not to rely solely on the information provided in the reports for accounting purposes but to verify the information in the reports with the Transaction Data you have on record.
- 35.7. We will not accept any liability arising from the use of the Enterprise Reconciliation Platform or the information displayed on the reconciliation report, and you agree to accordingly indemnify us and hold us harmless against Losses incurred from your use thereof.
- 35.8. If you use our Enterprise Reconciliation Exception Management Services, which we offer, we will perform exception management and identify the cause of any differences between the respective Transactions.

E. SWITCHING SERVICE

These Terms apply when you make use of our Switching Service

36. GENERAL

- 36.1. When providing the Switching Service, we act as a conduit and transfer Transactions for Authorization to the Acquiring Bank or Value-Added Service Provider for Authorization. You acknowledge that we are not capable of rejecting, Authorising or settling any Transactions, as we are not a bank.
- 36.2. We will provide you with the Switching Service if selected by you on your Application Form and Quote.
- 36.3. Prior to the commencement of the Switching Service, you agree to enter into an agreement with an Value-Added Service Provider and/or Acquiring Bank for the duration of the Switching Service, and to properly prepare Your System in accordance with our written recommendations.
- 36.4. You are responsible for the associated costs of Suitable Communications Infrastructure when using the Switching Service.

PART C: SERVICE LEVELS

37. SUPPORT SERVICES				
Support Service Level	Service	Measurement Method	Service Measure	
	Availability of Support Services	Our Logs	99.9% per month excluding downtime for maintenance of our systems	
	Hours provided per month	Our Logs	40 hours per month, after which time and material rates will be charged	
	Severity Level and Response or Resolution Time	Our Logs	Response Time	Resolution Time (or workaround)
	Severity 1	Unable to trade	30 Minutes	4 business hours
	Severity 2	Able to trade, not throughout	2 hours	16 business hours
Support Service Hours	Severity 3	Able to trade, experiencing problems	6 hours	3 business days
	Monday to Friday: 07:00 – 22:00 Saturday: 08:00 – 22:00 Sunday: 08:00 – 20:00 Incidents must be reported to number the Contact Centre on 086 111 1665.			

PART C: DEFINITION

38.	DEFINITIONS	
38.1.	"Acceptance Tests"	means the testing of the Product by us for the purposes of determining whether such Product complies with the acceptance criteria described in the Documentation.
38.2.	"Acquiring Bank"	means the bank that provides you with acquiring services.
38.3.	"Activation"	means the act we perform to enable the Product for your use.
38.4.	"Adumo Technology (Pty) Limited", "us" and/or "we"	means Adumo Technology (Proprietary) Limited, registration number 2000/029811/07 a private company established in accordance with the Laws of South Africa, and its duly authorised agent.
38.5.	"Adumo Owned Scheme"	means the structure where we are responsible for collecting and managing the Customer float balance and for Settlements as specified in the Gift and Loyalty Set-Up Form.
38.6.	"API"	means Application Program Interface, a set of functions, requirements, specifications and procedures, which we provide to you to enable you to develop communication protocols to interact with us.
38.7.	"Application Form"	means the application form used to apply for Products, which must be completed and signed by you.
38.8.	"Artwork Order Form"	means the form that contains your specified Gift and / or Loyalty Card artwork that will form an Annexure to the Gift and Loyalty Programme Set Up Form.
38.9.	"Authorization "	means the process whereby we request approval of a Transaction from an Value-Added Service Provider or Issuing Bank. Upon receipt of an approval or decline message, we will communicate the message to you.
38.10.	"Authorized Representatives"	means the individuals who have been granted the legal authority to act on behalf of a Party to the Merchant Agreement.
38.11.	"Base Software"	means the operating system hosted on the Hardware used to operate the Hardware.
38.12.	"Breakage"	means the remaining balance on a Gift Card or Loyalty Card which is not redeemed before it expires or is lost.
38.13.	"Business Day"	means each day of the week, excluding Saturdays, Sundays and gazetted public holidays.
38.14.	"Card"	means any valid card which is acceptable to us and the Acquiring Bank (as notified to you from time to time) and issued by a financial institution or bank for exclusive use by a Customer, to make payment for goods and services.
38.15.	"Card Acceptance Device"	means a pin entry device or a fixed or portable card machine; and associated Software applications which records each Transaction and which is used to electronically transfer Transactions to the Acquiring Bank for clearing and settlement.
38.16.	"Card Associations"	means the card networks including Visa, MasterCard, and American Express.
38.17.	"Card Issuer"	means any entity legally entitled to issue Cards.
38.18.	"Client Owned Scheme"	means the structure where the Programme Owner is responsible for collecting and managing the cardholder float balance and for settlement as specified in the Gift and Loyalty Programme Set Up Form.
38.19.	"Compliance Services"	means the service provided by us to maintain SecureEdge in accordance with the associated PCI DSS requirements/framework.
38.20.	"Confidential Information"	means all Data, Intellectual Property, Personal Information, Fees, 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.
38.21.	"Contact Center"	means our customer support center, telephone number 086 111 1665, which is available between 8 am – 5 pm on weekdays.
38.22.	"CPA"	means the Consumer Protection Act 68 of 2008, as amended.
38.23.	"CPI Rate"	means the South African Consumer Price Index escalation over the average of 12 (twelve) months, preceding the anniversary of the Effective Date.
38.24.	"Customer"	means the person, who uses the Payment Instrument to make payment for goods and services provided by you.
38.25.	"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.
38.26.	"Data Compromise"	means the unauthorized 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.
38.27.	"Data Subject"	means the person to whom the Personal Information relates.
38.28.	"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 unauthorized 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.
38.29.	"Documents" or "Documentation"	means an electronic guide describing the functionality and intended operation of Hardware and Software.
38.30.	"Effective Date"	means the earliest date determined by either: (i) the date we confirm your Activation; or (ii) the date you start using the Product.
38.31.	"Enterprise Reconciliation"	means the solution provided by us where we reconcile, through an automated process, the Transaction Data received from the Acquiring Bank, or Value-Added Service Provider, to the Transactions processed by you (as applicable).

38.32.	"Enterprise Reconciliation Platform"	means the website you use to view reconciliation reports when using the Enterprise Reconciliation Service.
38.33.	"Environment"	means the minimum technology configuration and operating conditions to be provided and maintained by you for the proper operation of Software and/or Hardware as specified in the relevant Terms and/or notified in writing by us from time to time.
38.34.	"Excluded Incident"	means the incidents referred to in clause 27.9
38.35.	"Fees"	means any and all charges as stipulated in each Quote which include but is not limited to the fixed monthly costs, and the transaction fees, exclusive of VAT, payable by you to us, in respect of the Product.
38.36.	"Float Account"	means the account opened and managed by us into which all Gift Card and Loyalty Card values are settled.
38.37.	"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, a 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 Product from our suppliers (including telecommunications suppliers), rationing of supplies, flood, storm, fire, and includes acts or omissions of any government authority (but, explicitly excluding your acts or omissions if you are a government authority) or any other circumstances beyond our reasonable control.
38.38.	"General Terms of Use" or "Terms"	means the terms and conditions governing the overall relationship between the Parties in relation to the Product.
38.39.	"Gift Card"	means a plastic card with a magnetic strip and unique card number, token or virtual voucher that enables a Customer to purchase goods and services from you.
38.40.	"Gift and Loyalty Card Platform"	means the secure web-based portal ("Engage Portal"), which can be utilized by you to access, review and manage the Gift Card and/or Loyalty Card Programme.
38.41.	"Gift Card and/or Loyalty Card Programme"	means the Gift Card and/or Loyalty Card rules agreed to with us as stipulated on the Gift and Loyalty Programme Setup Form. It must be read in conjunction with the terms set out herein.
38.42.	"Gift and Loyalty Programme Set-up Form"	means the form completed by the Programme Owner containing the specifications for the Loyalty Solution or Vouchering Solution including the Artwork Order Form and the Breakage split.
38.43.	"Hardware"	means any equipment provided by us to you as more fully described in this Merchant Agreement.
38.44.	"Hardware Specification"	means the detailed description and documentation outlining the specific technical characteristics, functionalities, and requirements of Hardware.
38.45.	"Implementation Service"	means the service we provide to you whereby we configure Your System and perform Acceptance Testing on Integrated Hardware.
38.46.	"Intellectual Property"	means all intellectual property, whether registered, pending registration or unregistered, including but not limited to copyright, patents, proprietary material, trademarks, logos, design, software programs, systems, know-how, trade secrets, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specifications and testing methods.
38.47.	"Integrated Hardware"	means an integrated Card Acceptance Device, offering Payment Instrument acceptance as part of an integrated cash register system. This solution may include a computer, computer software and a Card Acceptance Device.
38.48.	"Issuing Bank"	means the bank that issues Cards.
38.49.	"Law"	means any law of general application including the common law and any statute, constitution, decree, treaty, regulation, restriction, directive, ordinance, by-law, order, policy or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law.
38.50.	"Losses"	means any and all damages, fees, costs, charges, expenses, instructions, commitments, disputes, claims, defences, taxes (local or foreign), fines and penalties imposed upon or incurred by a Party, howsoever arising in connection with the other Party, its employees and/or its third-party service providers actions or omissions.
38.51.	"Loyalty Card"	means a plastic Card with a magnetic strip and unique card number, which contains loyalty points loaded on the card and enables the Customer to purchase goods and services with the accumulated loyalty points from participating entities.
38.52.	"Loyalty Solution"	means the services we provide to you to enable you to accept Loyalty Card as a Payment Instrument.
38.53.	"Material Change"	means any changes to the Merchant Agreement that have a significant impact on your business, could lead to a penalty being imposed on you, or that change the relationship between you and us.
38.54.	"Merchant Agreement"	means these Terms, Application Form and Quote and any other appendix thereto entered into between the Parties.
38.55.	"Nominated Bank Account"	means the bank account nominated by you as set out in the Application Form or Programme Set-Up Form.
38.56.	"Our System"	means the information technology systems and networks (connected between its entry and exit points), used by us to provide the Product to you and include computer equipment, routers, switches, firewalls, cabling, servers, and any other hardware, software or infrastructure associated therewith.
38.57.	"Party"	means the parties that have entered into this Merchant Agreement.

38.58.	"Payment Instrument"	means a Card, Gift Card and/or Loyalty 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.
38.59.	"Payment Server"	means the Hardware installed at your Premises that runs our licensed Software and allows for the receipt and distribution of commands between the point-of-sale Software and Card Acceptance Device and ancillary hardware to consolidate information and submit Data to us and in turn which facilitates a Transaction.
38.60.	"PCI DSS"	means Payment Card Industry Data Security Standards and is a proprietary information security standard for organizations that handle Payment Instruments from the Card Associations.
38.61.	"Personal Information"	means the meaning assigned in POPIA.
38.62.	"POPIA"	means the Protection of Personal Information Act, No 4 of 2013.
38.63.	"Premises"	means the sites you described on the Application Form and Quote or in writing as the case may be, including any branches and other properties of yours at which the Hardware is delivered and installed.
38.64.	"Product"	means the Hardware or Service we provide to you as specified in your Application Form and Quote.
38.65.	"Product Term"	means a period of 36 (thirty-six) months from the Effective Date in which we will provide the Rented Hardware and Services to you, or as otherwise agreed between the Parties in writing.
38.66.	"Programme Owner"	means the entity that appoints us to administer the Gift Solution or Vouchering Solution.
38.67.	"Privacy Policy"	means our statement that discloses how we deal with your Data and Personal Information available on our Website, or on request.
38.68.	"Purchased Hardware"	means Hardware purchased by you from us and of which the ownership has passed onto you in accordance with the terms of the Hardware Terms.
38.69.	"Quote"	means a document which governs the Fees associated with each Product respectively.
38.70.	"Reactivation Fee"	means the charges that may be imposed by us if the Product is temporarily disconnected and you subsequently request that the Product be restored.
38.71.	"Rented Hardware"	means Hardware that is rented to you by us and of which the ownership remains with us.
38.72.	"Repair Call Out Fee"	means the fees we charge for attending your Premises in order to resolve an incident as communicated by us in writing.
38.73.	"Resolve"	means the reasonable efforts undertaken by us to provide temporary or permanent resolution of an Incident (including by way of a work-around) such that you are reasonably able to conduct your day-to-day operations as were normally conducted using the affected Product.
38.74.	"Response"	means the act of personal contact (including telephonic contact) made with you by us to commence the provision of Support Services in terms of the service call.
38.75.	"Rules"	means applicable local or international legislation and regulations; Acquiring Banks requirements; Card Association rules; PASA rules; PCI DSS rules; and any other industry requirements communicated to you from time to time.
38.76.	"Scheme Owner"	means the entity that collects, holds and manages the Float Account, balances and settlement to participating merchants.
38.77.	"SecureEdge"	means the security hardened appliance which provides multifactor authorisation, provided by us or an Affiliate unless otherwise agreed.
38.78.	"Services"	means the work we perform for you as described in the associated Terms, including Switching Services, Enterprise Reconciliation Services and Support Services.
38.79.	"Service Levels"	the defined standards and performance metrics that specify the quality and availability of services to be provided.
38.80.	"Settle" or "Settlement"	means the payment to you of the total value of all valid Transactions processed by you. We may deduct Fees and Refunds from the settlement amount due to you.
38.81.	"Severity Levels"	means the classification of incidents or issues based on their impact and urgency: <ul style="list-style-type: none"> • "Severity 1" means an incident whereby the main Hardware used to process Transactions has failed; • "Severity 2" means an incident whereby the main Hardware used to process Transactions has failed but where you still have access to other Hardware that have not failed and which can be used to process Transactions; or an incident where your network has failed; • "Severity 3" means an incident in relation to reports, stock, head office files, the network to which Software and Hardware are attached (other than a failure), and, interfaces between the Hardware and Software and external devices.
38.82.	"Software"	means a set of instructions, Data or programs that enables the processing of Transaction and excludes the operating system and kernel hosted on the Hardware.
38.83.	"Standard Reconciliation Management Tools"	means the facility provided by us as part of the Enterprise Reconciliation Product to view and manage exceptions identified.
38.84.	"Suitable Communications Infrastructure"	means digital subscriber line (DSL), leased line, satellite solution, 3G, 4G or 5G solution, fibre or GSM which is suitable and stable to be used by you to communicate data with us.
38.85.	"Support Service"	means the work performed by us to support and maintain the Hardware as described in the Hardware Terms.
38.86.	"Switching Service"	means the routing of Transactions from you to the Acquiring Bank for approval and Settlement.
38.87.	"Transaction"	means the use of a Payment Instrument to make a payment or otherwise exchange value between you and the Customer.

38.88.	"Transaction Voucher"	means, in relation to a Card Acceptance Device, 2 (two) slips, 1 (one) for the Customer and one for you that may be printed sequentially or sent electronically (such as via SMS or email) as applicable by the Card Acceptance Device as proof of a Transaction.
38.89.	"Value Added Service Providers"	means the third parties who have duly authorized us to enter into a Merchant Agreement in respect of the Products offered by them.
38.90.	"Updates"	means software developed to correct errors or fix bugs in Software, which is installed into the Software being updated.
38.91.	"Upgrades"	means software developed to improve existing functionality or add limited new functionality to Software, which is installed into the Software being upgraded.
38.92.	"Vouchering Solution"	means the services we provide to you to enable you to accept Gift Cards as a payment instrument.
38.93.	"VAT"	means Value Added Tax as defined in the VAT Act, No 89 of 1991.
38.94.	"Website"	means www.adumo.com .
38.95.	"you" or "your"	means the entity whose name is reflected on the Application Form and Quote.
38.96.	"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 Products and include computer equipment, routers, switches, firewalls, cabling, servers, and any other hardware, software or infrastructure associated therewith.