

GENERAL TERMS OF USE ("TERMS")**25 August 2023**

YOU MUST READ AND ACCEPT THE TERMS BELOW BEFORE USING OUR SOLUTIONS. THESE TERMS CONTAIN THE LEGAL PROVISIONS APPLICABLE TO THE SOLUTIONS WE PROVIDE AND MANAGES YOUR RELATIONSHIP, RESPONSIBILITIES AND CONTACT WITH US. THESE TERMS MUST BE READ IN CONJUNCTION WITH THE REMAINDER OF YOUR MERCHANT AGREEMENT. THE TERMS AND CONDITIONS OF THE MERCHANT AGREEMENT WILL APPLY FOR THE DURATION OF THE MERCHANT AGREEMENT.

YOUR MERCHANT AGREEMENT CONSISTS OF THESE TERMS, THE APPLICATION FORM, YOUR FEES SCHEDULE 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/LEGAL/TERMS-AND-CONDITIONS. BY USING OUR SOLUTIONS, SIGNING THE APPLICATION FORM OR ACCEPTING THESE TERMS ELECTRONICALLY, YOU AGREE TO THE TERMS SET OUT HEREIN.

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.

1. PART A: INTRODUCTION

- 1.1. Acquiring Solution: The Acquiring Bank has authorised us to enter into this Merchant Agreement with you to enable the Acquiring Solution, in terms of which you may accept Payment Instruments as payment for goods and services purchased from you.
- 1.2. By entering into this Merchant Agreement for the Acquiring Solution, you understand that unless we provide Aggregation services to you, your agreement will always be between you, us, and the Acquiring Bank. The Acquiring Bank has rights and obligations under this Merchant Agreement which are described in the Acquiring Solution Terms, and you understand that they are a party to the agreement, and they may enforce their rights against you.
- 1.3. Switching/payments gateway: By using the Acquiring Solution, you understand that we process/switch card present Transactions through our Affiliate Adumo Technologies and Card-Not-Present Transactions through our Affiliate Adumo Online, both parties being PASA authorised and registered system operators/payment gateways. Where we offer switching/payments gateway services, we will, through our Affiliates (as per above), transfer Transactions for Authorisation and settlement to the Acquiring Bank. The Acquiring Bank, not us, will process Chargebacks, rejections, Authorisations, and provide Clearing and Settlement services to you. You acknowledge that we cannot reject, Authorise, or settle any Transactions as we are not a bank.
- 1.4. Aggregation: If we act as a payment Aggregator, the agreement will solely be between you and us, and the Acquiring Bank will not be a party to that specific agreement.
- 1.5. Where we process Transactions as an Aggregator, we will transfer to the Acquiring Bank Transactions for Authorisation, and we will settle you. We will also be responsible for processing Chargebacks to you as received from the Acquiring Bank.
- 1.6. We have entered into an aggregation agreement with Nedbank to enable us to render Aggregation services to you. Where we process Transactions under our Aggregator authority, you will be regarded as a sub-merchant ("Sub Merchant") and we will settle payments directly to you and you will be responsible to us for all the Refunds and Fees due under the Merchant Agreement.
- 1.7. Where Transactions are processed under the aggregation authority granted by Nedbank, Nedbank will act as a principal party to the Merchant Agreement and acceptance of all Mastercard, VISA and UPI products will be regarded as being extended by Nedbank.
- 1.8. Alternative Service Provider Services: We have entered into an agreement with Alternative Service Providers in terms of which we are authorised to offer you the option to accept the various Solutions offered and processed by the respective Alternative Service Providers subject to the terms set out herein.
- 1.9. By accepting these Terms, you express your desire to use the Solutions offered by our Alternative Service Providers and us.
- 1.10. We agree to provide you with the Solutions you selected and for which you have been approved from the Effective Date and subject to the terms of the Merchant Agreement.
- 1.11. How to understand these terms:
 - 1.11.1. If there is conflict relating to any amount in the Merchant Agreement described in numbers and words, the words will prevail.
 - 1.11.2. All amounts in the Merchant Agreement exclude VAT, where the intention is that an amount includes VAT; the words "including VAT" or "including value-added tax" will be specifically recorded.
 - 1.11.3. Where any number of days is prescribed, those days shall be calculated by excluding the first Business Day and including the last Business Day.
 - 1.11.4. 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 acts.
 - 1.11.5. **Any terms printed in bold place a strict obligation on you and must be carefully read and understood by you.**
 - 1.11.6. Words that are defined will bear the defined meaning. Words in lowercase bear their plain English meaning.
 - 1.11.7. If one or more of these Terms are invalid, it will not mean that the rest of the Terms are invalid. The rest of these Terms

will still be legally applicable to you and us.

- 1.11.8. The rule of construction that a contract will be interpreted against the Party responsible for drafting or preparing the contract will not apply.
- 1.11.9. Any reference to a Party will, if such Party is liquidated or sequestrated, also be applicable to and binding upon that Party's liquidator or trustee, as the case may be.
- 1.11.10. 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.
- 1.11.11. 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.
- 1.12. How to Deal with Conflicting Terms
- 1.12.1. If any of these Terms are inconsistent with the Solution Terms, the Application Form or any other document attached to these Terms, then the Merchant Agreement will be read in the following order ("order of precedence"):
 - 1.12.1.1. document attached to the Terms;
 - 1.12.1.2. Application Form and Fees Schedule;
 - 1.12.1.3. Solution Terms;
 - 1.12.1.4. Terms.
- 1.12.2. All definitions are set out in the definition section that can be found at the end of this document.

2. TERM AND TERMINATION

- 2.1. These Terms will commence on the Effective Date, and you appoint us to provide the Solution to you for the duration of the Solution Term (as indicated in the Application Form) subject to these Terms. The Solution will either be provided directly by us or in conjunction with our Alternative Service Providers, as further set-out in the Terms.
- 2.2. Each of the Solutions shall commence on the Effective Date and endure for the duration of the Solution Term and thereafter automatically renew for further periods of 12 (twelve) months ("Renewal Term") unless terminated by either Party on 30 (thirty) calendar days written notice prior to the end of the Solution Term or Renewal Term as the case may be. Upon termination of the Merchant Agreement, all Solutions in effect at the time shall automatically terminate.
- 2.3. In the event of early termination, you may be liable for an early cancellation fee.
- 2.4. Notwithstanding the above:
 - 2.4.1. the use of a Solution will always be subject to the Terms of the Merchant Agreement;
 - 2.4.2. any provision of the Merchant Agreement which requires performance after the termination of the Merchant Agreement will survive the termination or expiration of the Merchant Agreement.
- 2.5. **The termination of the Terms or a Solution prior to the end of the agreed Solution Term will be subject to the payment of an early cancellation fee, which cancellation fee is calculated by taking our Solution and Transaction Fees as contracted in the Merchant Agreement, multiplied by the number of months still remaining before the expiry of the agreed Solution Term. In addition to the latter, you will be liable for the costs of installation and deinstallation.**
- 2.6. **See an example of cancellation fee: the SVRA multiplied by the Transaction Fees payable by you in respect of such Solution, plus Hardware Rental Fees, multiplied by number of months (remaining term), plus installation fee and deinstallation fee, charged at current list price.**
- 2.7. Your initial onboarding and use of a Solution may be subject to the successful passing of our onboarding assessment prescribed by the Acquiring Bank, which may include completing the necessary FICA, risk, and credit checks on you. Your failure to provide any requested documentation and information 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.
- 2.8. If you are a Consumer and have not been excluded by any regulations associated in addition to that as at the Effective Date and have entered into this Merchant Agreement as a result of direct marketing by us, you may cancel this Merchant Agreement in writing within 5 (five) Business Days of the Effective Date without penalty.
- 2.9. If the Alternative Service Provider terminates our authority to provide a Solution, then your use of the Solution and associated terms and conditions associated to it will automatically terminate, without incurring any penalty. We will provide you with written notice (including email) of such termination and the effective date of termination.

3. SUMMARY TERMINATION

- 3.1. **Notwithstanding the provisions above, we may immediately suspend or terminate the Merchant Agreement or part thereof on written notice (including email) if:**
 - 3.1.1. **you have adverse findings on credit and intelligence bureaus;**
 - 3.1.2. **we are instructed to terminate by the Acquiring Bank, Card Association, regulatory authority or a court of Law;**
 - 3.1.3. **fraud is committed by you or any Fraudulent Transaction is posted by you;**
 - 3.1.4. **you are placed under (i) voluntary or compulsory winding up; (ii) business rescue; (iii) receivership (iv) or you commence liquidation proceedings; or the equivalent of any of the foregoing;**
 - 3.1.5. **you compromise or defer payment of any debt owing to your creditors;**

- 3.1.6. **you allow a judgment against you to remain unsatisfied for 30 days, without taking steps to rescind or appeal the judgement;**
- 3.1.7. **you dispose of, encumber or hypothecate all or a material portion of your assets or undertake or cease to conduct your business; or**
- 3.1.8. **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 is acquired, or there is any change in ownership or the nature of your business and you have not advised us in writing in accordance with the Terms.**
- 3.2. **If the Merchant Agreement or part thereof is terminated for any reason:**
- 3.2.1. **the impacted Solution(s) and terms and conditions of the Merchant Agreement relating to such Solution(s) will automatically terminate;**
- 3.2.2. **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 Hardware specified in the Hardware Solution Terms 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;**
- 3.2.3. **Fees will cease to apply from the date of de-activation of the Solution, subject to the remainder of this clause.**
- 3.2.4. **you will refrain from using any marketing material, our trademarks, trade names and any intellectual property belonging to us; and**
- 3.2.5. **termination of Merchant Agreement will not affect any rights and obligations of the Parties that arose prior to the effective date of termination.**

4. CHANGES TO THE TERMS

- 4.1. When and How Can We Make Changes?
- 4.1.1. The latest version of the terms of the Merchant Agreement will be available on Clientzone, our website and/or by way of email and will replace all previous agreements you have entered into with us in respect of the Solutions. You must access Clientzone or our website to view the terms of your Merchant Agreement, as well as any amendments made thereto.
- 4.1.2. The Merchant Agreement may need to be changed from time to time. When the terms of the Merchant Agreement are changed, we will communicate Material Changes to you as well as the effective date of the changes. We reserve the right to make any such changes effective immediately, if necessary, to maintain the integrity and security of our Solutions and to comply with the Rules.
- 4.1.3. You must contact us in the event of any queries you may have or if you do not agree with any of the changes.
- 4.1.4. We will advise you of any Material Changes to the Merchant agreement by way of statement message, notification on our Website, Clientzone, by e-mail, recorded phone call or in a SMS, push notification or any of our digital channels. It remains your responsibility to ensure that we have the latest and correct contact details on record.
- 4.1.5. **If you do not agree with a Material Change to the Merchant Agreement, which change is not a requirement in terms of the Rules or for security purposes, you must, prior to the expiry of 10 Business Days from the date of the notice of the change (Notification Period), notify us of your objection to the proposed changes in writing to cancellations@adumo.com. Notwithstanding any provision contained in this Merchant Agreement, any changes to the Rules cannot be disputed as we and our affiliates are legally bound to these changes. There may be penalties for an early termination, the Solution you select will determine if you will be responsible for penalties.**
- 4.1.6. **Your continued use of our Solutions after the expiry of the Notification Period will serve as confirmation that we have given you adequate chance to read and understand the terms of the Merchant Agreement and will be regarded as your acceptance of the amended terms of the Merchant Agreement.**
- 4.1.7. The use of our Solutions after the Notification Period will be governed by the amended Merchant Agreement.
- 4.1.8. In the event of a dispute as to materiality of an amendment between the Parties, we will make the final determination in this regard.
- 4.2. What Changes Can We Make?
- 4.2.1. Below are some reasons why we may make changes to our Terms. Kindly note that this is not an exclusive list of reasons:

Reason:	Example:
A change in the Rules	We may have to change the Merchant Agreement when new Rules or security requirements are introduced.
To do something positive for you	We may have to change the Merchant Agreement because we have updated a Solution for your benefit.
Any other change that affects us, if it is fair and reasonable to pass the impact of the change on to you	We may have to change the Merchant Agreement if we introduce new ways of working or introduce new technology that affects your operations.

An update in technology	We may need to make changes if we stop offering any Solutions or Value-Added Services or if we make any changes to our Solutions or Value-Added Services offering.
To make changes to the format or to the content of the Merchant Agreement	We may change the layout of the Merchant Agreement or remove certain sections or add something new that we have developed.

5. THE PARTIES CONDUCT DURING THE RELATIONSHIP

- 5.1. The right of admission to use our Solutions is reserved and we may at any time, without notice to you prevent you from using or operating the Solution or performing a Transaction, should we suspect a Transaction to be suspicious or non-compliant with the Merchant Agreement or Rules or if you use our Solutions for any of the following:
 - 5.1.1. the production, trade and/or engagement in:
 - 5.1.1.1. 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);
 - 5.1.1.2. wood or other forestry products other than from sustainably managed forests;
 - 5.1.1.3. weapons and munitions; radioactive materials; unbonded asbestos fibers (not applicable where the use of bonded asbestos cement sheeting is less than 20%(twenty percent); drift net fishing in the marine environment using nets in excess of 2.5 (two point five) km in length;
 - 5.1.2. activities involving harmful or exploitative forms of forced labour /harmful child labour; commercial logging operations for use in primary tropical moist forest; and
 - 5.1.3. 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 (illegal distribution of copy-righted 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, Alternative Services Providers and us(Prohibited Business Activities”).
- 5.2. By using our Solutions, you agree:
 - 5.2.1. to 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;
 - 5.2.2. that we may obtain your credit information from credit bureaus;
 - 5.2.3. to not state, imply or create the impression that we endorse or guarantee any of your goods or services;
 - 5.2.4. to ensure that all Intellectual Property used by you on or in connection with the Solution or to which we are given access to by you, is duly and properly licensed or authorised. You indemnify and hold us harmless against all Losses incurred by us (whether directly or indirectly) arising out of or in connection with any claim, demand, charge, action, cause of action, or other proceeding made or brought against us by any third party for infringement or unauthorized use of such Intellectual Property.
- 5.3. We will not be responsible for any malfunction, non-performance or degradation of performance of a Solution directly or indirectly arising out of any alteration or modification of the Solution, or integration into us made without our written approval.
- 5.4. From time to time, we may make electronic Documentation available to you at no additional cost. To the extent that it 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.
- 5.5. It is your responsibility to:
 - 5.5.1. 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
 - 5.5.2. maintain the Environment described in each Solution Term for the proper operation of the Hardware and Software and/or performance of the Services described therein.
- 5.6. You may not use our name, brand, logos or trademarks, refer to, or identify our Alternative Service Providers (or any related entity) or us in any publicity releases, interviews, public announcements, testimonials, advertising or displays without our prior written approval.
- 5.7. 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 behaviours 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.

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.
- 6.2.1. By making use of our Solutions, you warrant that:
 - 6.2.2. you will comply with the terms of the Merchant Agreement and the Rules;
 - 6.2.3. you will not use our Solutions to conduct unlawful and /or Prohibited Business Activities;
 - 6.2.4. the Solution will only be installed, configured, or commissioned by appropriately trained members of your staff if required by us;
 - 6.2.5. the Solution will only be used by persons who have successfully completed the training on how the Solution should be used;
 - 6.2.6. the Solution will not be altered, adjusted, modified, or repaired by anyone other than us;
 - 6.2.7. you have obtained and will maintain, for the conduct of your business, all the necessary permits, certificates, and/or licenses,
 - 6.2.8. the information provided by you to us describing your business and business activities is correct, and you will immediately advise us if there are any changes to your business; and you indemnify us against any fines and Losses incurred by us due to your non-compliance with the requirement set-out herein;
 - 6.2.9. to provide us with necessary support and assistance, including access to the Solution during working hours and as requested, to enable us to fulfil our obligations, to be responsible for any regulatory licenses, Authorisations, and approvals required by you in terms of the Rules;
 - 6.2.10. to perform your obligations within the time periods set-out in the Merchant Agreement, or if not prescribed, within 3 (three) Business Days of request;
 - 6.2.11. to provide us with all information we request to satisfy our obligations in respect of FICA from time to time which includes performing ongoing verification and credit checks on you;
 - 6.2.12. you are not registered as a payment service provider or Aggregator; and
 - 6.2.13. you have never entered into an agreement with a Card Association which has subsequently been terminated by such Card Association, the court of Law, or a regulatory body.
- 6.3. We provide the Solution as is and for commercial use only. We do not represent or warrant that:
 - 6.3.1. your use of the Solution will be secure, timely, uninterrupted, error-free, or that all errors can be corrected completely;
 - 6.3.2. the Solution will meet all your requirements other than as expressly provided for in the associated Solution Terms; and
 - 6.3.3. we will alert you to avoid or prevent fraud, and/or we will prevent all fraud from occurring.
- 6.4. Notwithstanding anything to the contrary herein, we do not warrant that Software and/or Hardware shall meet your requirements other than as expressly provided for in the Merchant Agreement.
- 6.5. By acting as a Sub-Merchant, you warrant that you are not registered as a payment service provider or Aggregator.
- 6.6. By acting as a Sub-Merchant, you warrant that a Card Association, court of Law or a regulatory body, has never terminated your contract with the Card Association (as applicable).
- 6.7. By acting as a sub-merchant and your respective Card Association turnover exceeds \$100 000 (one hundred thousand) or R1,600,000 (one million and six hundred thousand) per annum (whichever is the lesser), or as amended from time to time, you warrant that you will advise us accordingly, as you may be required to adhere to additional requirements.
- 6.8. You understand that for the duration of the Merchant Agreement, the Acquiring Bank will have oversight over you.

7. INDEMNITIES: WHAT YOU INDEMNIFY US FOR

- 7.1. **By using the Solution, you agree to indemnify us, our Alternative Service Providers (including the Acquiring Bank) fully from any Losses and penalties that you may suffer or that may be imposed on you, the Customer, our Alternative Service Providers or us 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 it 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. **Loss suffered as a result of any corrupted computerized Data arising during and in relation to the Solutions;**
- 7.1.7. **any breach of security or Data Compromise occurring as a result of:**
- 7.1.8. **Data being transmitted from you or Your System to Our System;**
- 7.1.9. **Data being received by you or Your System from Our System;**
- 7.1.10. **you failing to provide FICA Documentation within the time periods requested by us, or providing incorrect FICA Documentation to us;**
- 7.1.11. **taxes from:**
 - 7.1.11.1. **any sales, excise, import or export, value-added, or similar tax or duty; and/or**
 - 7.1.11.2. **all government permit fees, customs fees and similar fees which may be incurred under the Merchant Agreement ("Taxes"). Any Taxes due or paid by you shall not be considered a part of, a deduction from, or be offset against any payments due to us under the Merchant Agreement.**
- 7.2. **The indemnities set out above will not apply where such claim arises from our wilful misconduct or gross negligence.**
- 7.3. **You will ensure that all Intellectual Property used in connection with the Solution or to which you have access, is duly and properly licensed or authorised. You indemnify us against all Losses arising from the unauthorized use of such Intellectual Property.**
- 7.4. **We may refer you to Alternative Service Providers, third party products or services during this relationship. You agree that despite any references, the final business decision to use Alternative Service Providers, third party products or services vests in you and you assume all associated risks and liabilities, and indemnify us against Losses incurred by you arising directly or indirectly out of, or in connection with, your acquisition or use of such products or services.**
- 7.5. **Where information about your employees and/or personnel is collected and processed by us by arrangement with you, or where you assist us in obtaining Personal Information directly from your Customers or employees, you absolve and indemnify us against any liability in terms of POPIA or any other applicable Law, as a result of any failure by you to obtain specific consent from, or for failing to advise, your Customers, employees and/or personnel of the reason for us processing such Personal Information.**

8. PCI DSS

- 8.1. PCI DSS rules provide a baseline of technical and operational requirements that are designed to protect Card Association Payment Instrument Data. PCI DSS rules apply whenever you store, process or transmit Card Association Payment Instrument Data.
- 8.2. PCI DSS rules may be enhanced from time to time by additional controls and practices to mitigate risks further.
- 8.3. It is your responsibility to access the PCI DSS Council website to ensure you understand the PCI DSS rules applicable to you and any changes thereto.
- 8.4. By using the Solution for the processing of Card Association Payment Instruments, you confirm that you shall perform the following in accordance with PCI DSS rules:
 - 8.4.1. build and maintain a secure network;
 - 8.4.2. protect Customer Data;
 - 8.4.3. maintain a Vulnerability Management Program (the process of identifying, evaluating, treating and reporting on security vulnerabilities in Your Systems and the software associated therewith in accordance with the PCI DSS rules);
 - 8.4.4. implement strong access control measures;
 - 8.4.5. regularly monitor and test your networks;
 - 8.4.6. maintain an information security policy
 - 8.4.7. submit your PCI DSS compliance certificate or assessment whichever is applicable, to us annually.
 - 8.4.8. You can access full details of the applicable obligations and processes at the PCI DSS website (<http://www.pcisecuritystandards.org>).
 - 8.4.9. You may not give Customer account information to third parties except as required by Law. You shall keep all material on which account numbers and signatures of Customers appear, in a safe and secure area that only authorised personnel may access.
 - 8.4.10. All Card / Payment Instrument information or material you wish to dispose of must first be destroyed in a way that makes it unreadable before you dispose of it.

9. POPIA: PROCESSING YOUR DATA

- 9.1. 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.
- 9.2. The Privacy Policy is incorporated into and shall form part of your Merchant Agreement.
- 9.3. Your Personal Information (which, for the purposes of this term, includes special Personal Information) will be held by us and our Alternative Service Providers. To better understand how your Personal Information is treated, please refer to our Privacy Policy which forms part of this privacy term.

- 9.4. By accepting the Terms of the Merchant Agreement or by utilising our Solutions, you acknowledge that in order to:
 - 9.4.1. conclude and fulfil contractual terms and obligations to you;
 - 9.4.2. comply with obligations imposed by Law; or
 - 9.4.3. to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs.
- 9.5. Your Personal Information may be processed through centralised functions, and systems across the Adumo (RF) (Pty) Ltd group and by our Alternative Service Providers and may be used for the purposes, in the manner, and with the appropriate controls, set out in our Privacy Policy.
- 9.6. 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.
- 9.7. You further hereby consent to us providing your Personal Information to the Document Exchange Association ("DEA"), registered credit bureaus or Credit Providers, for the purpose of confirming your financial information or obtaining a credit check as allowed for in the NCA, and you hereby authorize us to contact, request and obtain information on your creditworthiness from such third parties in order to provide you with Solutions. Information may also be disclosed to the Members Alert to High-Risk System (MATCH) and to the Merchant Performance Reporting Services (MPRS) for the purpose of helping us, the Acquiring Bank and other Card Issuers to identify merchants who are, or are suspected of being, or are likely to become involved in fraud or in any other fraud prevention matter.

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

- 10.1. Each Party agrees to:
 - 10.1.1. keep Confidential Information private and secret;
 - 10.1.2. destroy all Confidential Information that is no longer required, subject to the Rules;
 - 10.1.3. 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;
 - 10.1.4. treat information as Confidential Information if it is uncertain about whether the information is confidential or not.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. The confidentiality obligations will not apply in the following circumstances, if the Confidential Information:
 - 10.5.1. 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;
 - 10.5.2. has lawfully become known by or comes into the possession of a Party;
 - 10.5.3. disclosure is required by Law;
 - 10.5.4. was developed for a Party at any time independently of any information disclosed by the other Party; or
 - 10.5.5. 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.
- 10.6. Should you be required by Law to disclose any Confidential Information belonging to us then you must:
 - 10.6.1. inform us in writing prior to any disclosure, provided that there is no restriction on the notice;
 - 10.6.2. limit any disclosure to the minimum to satisfy its legal obligations; and
 - 10.6.3. afford us an opportunity to intervene, if possible.
- 10.6.4. The Parties' obligations of confidentiality under the Merchant Agreement will continue to apply even after the Merchant Agreement is terminated.

11. DATA COMPROMISE

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

- 11.1.3. cooperate at your sole cost and expense in good faith with us so that we may take any action or other steps that is reasonably required by regulatory authorities, in terms of the Rules or our agreement with the Alternative Service Provider for the processing of Transactions. We have the right to aid in the investigation of the Data Compromise;
- 11.1.4. provide us with updates as requested from time to time;
- 11.1.5. implement any remedial measures as requested by us, regulatory authorities, in terms of the Card Association rules or our agreement with the Alternative Service Provider for the processing of Transactions; and
- 11.1.6. report the confirmed or suspected Data Compromise to the Alternative Service Provider (as applicable) and relevant authorities.
- 11.2. 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 costs and keep you updated with the progress of the investigation.

12. INTELLECTUAL PROPERTY

- 12.1. 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.
- 12.2. Except as expressly permitted in these Terms, you will not make use of 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.
- 12.3. You hereby undertake and agree that you shall not claim any ownership rights whatsoever or dispute or assist anyone else to dispute the validity of any Intellectual Property, including any advertising material, belonging to us or our Alternative Service Providers during or after the Merchant Agreement.
- 12.4. You may only use the logos, trademarks and marketing provided by us.
- 12.5. Upon termination of the Merchant Agreement or earlier if we require, you agree to immediately cease all use of our and our Alternative Service Providers' marketing material, trade names, branding, logos and any similar material associated.
- 12.6. You may not remove any legal, copyright, trademark or other intellectual proprietary rights notices contained in, or on any materials we provide to you.
- 12.7. You agree not to alter, distort and/or animate our trademarks in any way.
- 12.8. You must implement changes to logos, trademarks and marketing after receiving the new logo, trademark or marketing collateral within the time period stipulated by us.
- 12.9. We shall, by operation of Law, become the owner of the Intellectual Property in any work which is created or executed by the Parties, whether alone or with others, under the Merchant Agreement and you will have no rights in the Intellectual Property. In this regard you hereby irrevocably and in perpetuity cedes, assigns and makes over (with effect from inception in respect of future copyright, as the case may be) the entire world-wide right, title and interest in and to any such Intellectual Property rights to us. Should we request you by written notice, from time to time, to sign any documents or take any actions necessary for us to perfect our rights of ownership over any such Intellectual Property, you agree to do so within 5 Business Days after date of request.
- 12.10. You hereby grant us the perpetual, royalty-free, world-wide 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 in the event that we use and/or exploit any ideas, comments and information which you have provided or communicated to us. If you do not want us to use any of your ideas, comments or information, then do not disclose them to us.
- 12.11. You agree that you will have no claims, entitlements and/or rights whatsoever in any Intellectual Property which we own or become the owners of as set-out in the Merchant Agreement.

13. PAYMENT OF FEES

- 13.1. **In exchange for using the Solutions, you will pay the Fees as set-out in the Fees Schedule. Should additional costs be payable by you, we will provide you with a quote.**
- 13.2. **The following charges/costs will be for your account:**
 - 13.2.1. **insurance costs of the Hardware;**
 - 13.2.2. **charges for delivering the Hardware to you unless otherwise specified in the Solution Terms; and**
 - 13.2.3. **charges and costs for implementation of and training for Hardware, Software and Services supplied (unless provided to the contrary in an associated Terms.**
- 13.3. **Even in cases where purchases are subject to a Refund, the associated Transaction Fee will still apply and the Transaction Fee itself will not be subject to any refunds from our side.**
- 13.4. **You may not deduct withholding taxes.**
- 13.5. **You will not earn interest on any amount held by us for whatsoever reason.**
- 13.6. **If you migrate from one fee option to another, you may be charged additional Fees for your new option, as indicated on the Fees Schedule.**

- 13.7. **We and/or our appointed third party (as indicated on the Application Form) will provide you with a monthly invoice. If we provide the invoice, it will be accessible on Clientzone. Your invoice reflects the latest Fees due by you.**
- 13.8. **By using our Solution, you confirm that we, and our appointed third party, will collect all sums owing in terms of the Merchant Agreement (including late payment) either by an authorised debit order from your Nominated Bank Account, by Net Settlement or such other method we deem appropriate. By using our Solutions you provide us and the appointed third party (as the case may be) with explicit consent to Set-Off amounts due and payable to us against amounts that we owe you.**
- 13.9. **All invoices paid by EFT or any other method other than by authorised debit order must be paid upon presentment or on the date reflected on the invoice.**
- 13.10. **When we credit your Nominated Bank Account, we retain the right to cancel or reverse such credit or part thereof, by debiting your Nominated Bank Account with the amount incorrectly credited to you.**
- 13.11. **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% per month, or the maximum allowable in terms of Law.**
- 13.12. **You will pay an administration fee for each payment due by you to us, which is returned unpaid by a bank.**
- 13.13. **Debit Orders: when authorizing us to collect by debit order:**
 - 13.13.1. **By completing the debit order authority contained on the Application Form and Fees Schedule, you hereby authorise us, or our nominated third party specified in the debit order authority, to issue and deliver payment instructions to your banker for collection against your Nominated Bank Account at your bank as specified in the Merchant Agreement, or subsequent change of banking details request, on condition that:**
 - 13.13.1.1. **the sum of such payment instructions will not differ from your obligations as agreed to in the Merchant Agreement; and**
 - 13.13.1.2. **the individual payment instructions so authorised must be issued and delivered on the date when the obligation in the Merchant Agreement is due.**
 - 13.13.2. **If the date of the payment instruction falls on a non-processing day (weekend or public holiday), you agree that the payment instruction may be debited against your Nominated Bank Account on the following Business Day. Subsequent payment instructions will continue to be delivered in terms of this authority until no amounts are due and payable under this Merchant Agreement, or until you cancel this authority by giving notice to us in writing (including email) of not less than 5 (five) Business Days.**
 - 13.13.3. **We will take 5 (five) Business Days to process the change in banking details once we receive confirmation of the change together with supporting documentation;**
 - 13.13.4. **you acknowledge that all payment instructions issued by us shall be treated by your bank as if the instructions had been issued by you personally;**
 - 13.13.5. **You hereby irrevocably authorize us, or our nominated third party (as the case may be) and provide us with the necessary permission to debit your Nominated Bank Account with, or collect from you the following:**
 - 13.13.5.1. **the Fees;**
 - 13.13.5.2. **any Refund due to a Customer, as per the terms of the applicable Solution Terms;**
 - 13.13.5.3. **adjustments for any errors;**
 - 13.13.5.4. **reversals of Invalid Transactions;**
 - 13.13.5.5. **of the value of Fraudulent Transactions;**
 - 13.13.5.6. **any penalty levied by bank, regulator, Card Association or Alternative Service Provider for the contravention of the Law and/or the Rules;**
 - 13.13.5.7. **interest as provided for above;**
 - 13.13.5.8. **any actual charges or Losses incurred as a result of your abuse, misuse or unauthorised use of the Solution and/or any damage incurred as a result of your failure to comply with any provision contained in the Merchant Agreement, as well as for any charges incurred as a result of the loss or theft of the Hardware where applicable;**
 - 13.13.5.9. **Hardware replacement costs in the event of the Hardware being lost or stolen or being damaged beyond repair;**
 - 13.13.5.10. **cost of repairing the Hardware (fair wear and tear accepted).**
 - 13.13.5.11. **Chargebacks;**
 - 13.13.5.12. **any dishonoured deposits.**
 - 13.13.5.13. **any penalty levied by a Card Associations, Acquiring Bank, regulator and/or Alternative Service Providers for the contravention of its regulations and/or operational risk parameters;**
- 13.14. **In the event we require payment from you for the Solution by debit order, you will be in breach of the Merchant Agreement if you:**
 - 13.14.1. **cancel the debit order without our consent; and/or**
 - 13.14.2. **change your Nominated Bank Account without providing us with prior written notice of the change and the details of your new Nominated Bank Account.**

- 13.15. **Fees for Software licenses and Services are payable annually in advance (unless the associated Terms states otherwise). They are non-refundable save where you lawfully cancel the Software license or Services prior to expiry of the current term due to an unremedied material breach by us, in which case you shall be entitled to a pro-rata refund for the unexpired portion thereof as at the date of termination.**
- 13.16. **Fee Increase**
- 13.16.1. **We will review your Fees annually and advise you on the Clientzone portal of any amendments thereto on 30 (thirty) days' notice. We reserve the right to amend the applicable Fees accordingly 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, the Card Associations, Alternative Service Providers or a regulatory body.**
- 13.17. **Fees Disputes**
- 13.17.1. **It is your responsibility to verify that the Fees on your invoice are correct.**
- 13.17.2. **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.**
- 13.17.3. **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.**
- 13.18. **Confirmation of amounts owing**
- 13.18.1. **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.**
- 13.18.2. **Unless you can prove the contrary, we may use this letter to obtain provisional sentence, default judgment or summary judgment or to commence with any other legal proceedings. You agree that we do not have to prove the appointment of the manager who signs the letter.**

14. FRAUDULENT TRANSACTIONS

- 14.1. **You shall be responsible for any error occurring or a Fraudulent Transaction or money laundering committed through your use of the Solutions.**
- 14.2. **In the event of excessive Fraudulent Transactions or Chargebacks processed by you, we may review the terms of the Merchant Agreement, suspend a Solution or terminate our agreement with you for the provision of the Solution, without prejudice to any of our rights in Law.**
- 14.3. You must introduce fraud mitigating measures.
- 14.4. Fraudulent Transactions include:
- 14.4.1. any Transaction or purchase made using a Payment Instrument by an unauthorised person;
- 14.4.2. Laundering;
- 14.4.3. acceptance of a Card that is not acceptable to the Acquiring Bank, use of a Card that has not been issued by a bona fide Card Issuer (Visa, Mastercard, American Express® or Diners Club or any other globally accepted Card Associations);
- 14.4.4. use of a Card that is not authorised in terms of the Rules governing the issue and use of Cards; and
- 14.4.5. any duplicate Transaction.
- 14.5. **Should Fraudulent Transactions be detected, we will be entitled to review this Merchant Agreement or suspend the Solutions provided without prejudice to any other rights available to us in Law. We reserve the right to levy a charge, the percentage of which will be determined with reference to the fraud basis points generated by the Card Associations. This charge will be debited to your Nominated Bank Account.**
- 14.6. You agree to introduce fraud mitigating measures and understand that you will always be responsible for your employees' actions and/or omissions, whether such actions are fraudulent or negligent.
- 14.7. If you are suspicious of a Card or Customer, you must call our Contact Center to report a "Code 10" Transaction. You will be asked questions which require only a "yes" or "no" response so that you do not draw the Customer's attention.
- 14.8. You must report any suspicion of a tampered Card if you notice any of the following signs (not limited to this list): a taped-over signature panel, erased or covered signature, and uneven embossing on the Card.
- 14.9. **In addition to the criminal and common Law remedies available to us, you may be liable for the payment of any Card Transactions made as a result of fraudulent activities or suspected fraudulent activities, whether by the Customer or by you.**

15. DEFAULT AND BREACH

- 15.1. **You will be in default of your Merchant Agreement if any of the below events take place:**
- 15.1.1. **you do not comply with the terms of your Merchant Agreement or the Rules;**
- 15.1.2. **or you submitted false information to us, which information is regarded as material to us entering into the Merchant Agreement with you.**
- 15.2. **In the event that you are in default, we or the Acquiring Bank may do the following:**

- 15.2.1. **provide you with written notice to remedy the default within a prescribed time period;**
- 15.2.2. **hold you legally responsible for any damages we have suffered because of your default;**
- 15.2.3. **suspend your Solution immediately and without prior written notice;**
- 15.2.4. **delay settlement of amounts due to you, until such time that the default has been rectified;**
- 15.2.5. **terminate the Merchant Agreement immediately upon notice;**
- 15.2.6. **we may further rely on any of the remedies available to us in Law.**
- 15.3. **We may suspend your Solution immediately on written notice if:**
 - 15.3.1. **your address changed and you have not notified us of the change;**
 - 15.3.2. **You and/or a Customer committed or suspected of committing fraud or any other suspicious activity, whether intentional, through negligence or without knowledge;**
- 15.4. **If we suspend your Solution:**
 - 15.4.1. **you will be required to pay the reconnection Fee, the amount of which will be determined by us from time to time, before we can restore your Solution. Please contact us for information in connection with the reconnection Fee.**
 - 15.4.2. **your monthly service charges shall continue to apply for the Solution during any suspension period, until such time as the Solution is either restored or the Merchant Agreement is terminated in accordance with termination provisions of the Merchant Agreement.**
- 15.5. 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 requesting that the breach be remedied, you may without prejudice to other rights available in Law, cancel this Merchant Agreement immediately on written notice, or claim specific performance of any obligation.

16. COMPLIANCE ASSESSMENT

- 16.1. **You confirm that we may conduct a compliance assessment to ensure that you are compliant with the terms in your Merchant Agreement and you agree to provide us or one of our appointed independent accredited third-party providers, access to, and reasonable assistance to conduct a physical inspection of the Premises, records, documentation and systems pertaining to the Merchant Agreement.**
- 16.2. **By entering into this Merchant Agreement, you hereby authorise us to enter onto the Premises at any time during ordinary business hours in order to carry out obligations in terms of your Merchant Agreement with us and you warrant that the owners and/or the lessees of the Premises shall co-operate fully with us in this regard.**
- 16.3. **Such compliance assessment will not unreasonably interfere with your normal business operations.**
- 16.4. **In the event that the compliance assessment confirms that you are not compliant:**
 - 16.4.1. **you will be held liable for the cost of the compliance assessment;**
 - 16.4.2. **you shall be held liable for any Losses incurred by we as a result of your non-compliance; and**
 - 16.4.3. **we will have the rights available under clause 15 (default/breach).**
- 16.5. **If we suspect any irregularities during such investigations, we shall have the right to deactivate all Solutions provided to you.**

17. FORCE MAJEURE

- 17.1. 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.
 - 17.1.1. We will notify you once the Force Majeure event has terminated.
- 17.2. 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.
- 17.3. We are not responsible for any delay and/or failure of performance or for any Losses incurred as a result of 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.
- 17.4. If the Force Majeure event continues for longer than 30 consecutive days you may terminate the Merchant Agreement on 30 days written notice to us.

18. INFORMAL DISPUTE RESOLUTION AND ARBITRATION

- 18.1. 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' chief executive officers by written notice to them at the Parties' address for service.
- 18.2. If the Parties are unable to resolve the dispute through dispute resolution within 7 (seven) days, then the dispute may be submitted to and decided by arbitration in accordance with the Arbitration Foundation of Southern Africa ("AFSA") rules.
- 18.3. The arbitrator will be a senior counsel with no less than ten years standing agreed to between the parties.
- 18.4. 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.
- 18.5. The arbitration will be held in Johannesburg.

- 18.6. Either Party may have the award of an arbitrator made an order of court.
- 18.7. You agree to keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.
- 18.8. A demand by a Party to submit a dispute to arbitration in terms of this clause 18 is adequate legal process to interrupt any time bar Laws in respect of legal claims.
- 18.9. 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.

19. NOMINATED ADDRESS FOR RECEIPT OF LEGAL DOCUMENTS

- 19.1. 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 change of address.
- 19.2. Our nominated address for the receipt of all legal documents relating to the Merchant Agreement is set out below:
- 19.3. For Attention: Adumo Legal Council
- 19.4. Address: Adumo, 3 Muswell Rd, Wedgewood Office Park, Block C&E, Bryanston, 2191
- 19.5. Email: legal@adumo.com
- 19.6. Any notices given by either Party under the Merchant Agreement shall be deemed to have been duly given:
 - 19.6.1. on delivery if hand delivered to the Party's physical address during business hours on a Business Day;
 - 19.6.2. 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;
 - 19.6.3. on transmission, if sent to the Party's then email address.
- 19.7. The Parties may change their respective chosen domicilium address (to another physical address in the Republic of South Africa only), or email address to another address in South Africa or email address, by notice in writing (including email) to the other Party.
- 19.8. 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.
- 19.9. It remains your responsibility to ensure that we have the latest and correct contact details on record that will be used to communicate with you.
- 19.10. If we send you a communication but you do not receive it because your contact details on file are incorrect, out of date 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.

20. CESSION AND ASSIGNMENT

- 20.1. 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.
- 20.2. 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.

21. QUERIES AND COMPLAINTS

All queries relating to the Merchant Agreement can be raised by contacting the Contact Centre.

22. GENERAL

- 22.1. It is explicitly agreed that we are entitled to appoint sub-contractors to complete and/or perform all or part of this Merchant Agreement. You may not appoint sub-contractors to complete and/or perform all or part of this Merchant Agreement.
- 22.2. The Merchant Agreement shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa.
- 22.3. No Party will have any claim or right from any undertaking, representation, or warranty not recorded in the Merchant Agreement.
- 22.4. 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.
- 22.5. 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.
- 22.6. Nothing in the Merchant Agreement:
- 22.7. limits or exempts the Parties from any liability to the extent that the Law does not permit this; or
- 22.8. requires the Parties to assume risk or liability to the extent that the Law does not permit this.

PART B: SOLUTIONS TERMS OF USE

A. ACQUIRING SOLUTION

B. ALTERNATIVE PAYMENT SERVICES SOLUTION

C. LOYALTY SOLUTION AND VOUCHERING SOLUTION

D. VALUE-ADDED SOLUTION

E. HARDWARE SOLUTION

23. GENERAL: PROCESSING OF PERSONAL INFORMATION BY THIRD PARTIES

- 23.1. By using the Solutions, your Personal Information will be shared with and processed by Card Associations, BankservAfrica, Alternative Service Providers, the Acquiring Banks, Issuing Banks and American Express to enable us to make the Solution available to you.
- 23.2. Your Personal Information will be used for the purposes, in the manner, and with the appropriate controls, set out in our Privacy Policy (available on our website).
- 23.3. By using our Solutions:
 - 23.3.1. you agree that we may share your Personal Information with the third-parties and Alternative Service Providers set-out herein;
 - 23.3.2. you warrant that your Customer agrees that their Personal Information may be shared with the third-parties, Alternative Service Providers and us, to process Transactions.

A. ACQUIRING

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

- 24.1. These integration rules are applicable to you when we provide you with an Integrated Solution. In terms of the Integrated Solution, we provide you with Hardware and an Acquiring Solution which will enable you to process payments from Customers for goods and/or services purchased from you through our integrated system. Card Association Transactions processed using the Integrated Solution will be subject to the Acquiring Card Present and Card-Not-Present Terms, as well as the remaining Terms of the Merchant Agreement.
- 24.2. We hereby grant you a right to use our API to access our Solutions and to display the contents received from the APIs within the application, for the duration of the Merchant Agreement. The license is granted for your exclusive use and may under no circumstance be distributed to, or used by- or for the benefit of any third party or for anything else but to access our Solutions and to display the contents received from the APIs within the application.
- 24.3. 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.
- 24.4. We own all rights, title, and interest in and to the API and to all output and executables of the API.
- 24.5. The API provided to you shall be treated as Confidential Information.
- 24.6. You may not use the API for any illegal, unauthorised or otherwise improper purposes, or in any manner which would violate this Merchant Agreement or the technical documentation, breach any Laws, or violate the rights of third parties.
- 24.7. You may not do something or cause something to be done that will allow the disablement of the authentication.
- 24.8. You may not interfere with or disrupt our Solutions 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.
- 24.9. By using our Solutions and API, you undertake not to copy, modify, adapt, translate, reformat or create derivative works, reverse engineer, decompile, disassemble, decompile, download or otherwise attempt to discover the source code of our API through automated or other means.
- 24.10. No rights or licenses are granted except as expressly set forth herein. If you violate any of the foregoing restrictions, we will own all right, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, using the API. You accordingly agree to make all assignments necessary to accomplish the foregoing ownership.
- 24.11. **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 Solutions.**
- 24.12. The Solutions can only be enabled once you have successfully integrated Your System with Our System, using the API specification we have provided to you.
- 24.13. The sole responsibility for the interpretation and application of the API vests in you and/or your third-party service provider.
- 24.14. You will be solely responsible for all risk and liability that may arise from your or your third-party service provider(s) in terms of the:
 - 24.14.1. development and/or configuration of protocols and/or Your System in accordance with our API specification; and/or
 - 24.14.2. development and/or configuration of protocols and/or Your System to integrate with Our System.
- 24.15. Your System: By using the Solutions you agree to the following:

- 24.15.1. to take all reasonable steps to maintain and Upgrade your information technology infrastructure and your Systems at your costs to ensure the Solutions and Your System perform as prescribed in the Merchant Agreement and that the security and integrity of Your System is not compromised;
- 24.15.2. should new capabilities to the Solutions and / or Our System be introduced which require you to make Enhancements to Your System or platform, you undertake to implement these in a diligent manner with the necessary skill and care;
- 24.15.3. to back-up and safely store and retrieve your Data or the Data generated through the use of the Solutions, and Our System.
- 24.15.4. Enhancements to Your System: you agree to:
- 24.15.5. obtain the prior written approval from us before you implement any Enhancements which could have an impact on the Solutions or Our System;
- 24.15.6. test all Enhancements and its effect prior to implementing such Enhancements. We will be entitled, in our sole discretion, to attend such testing and/or obtain further details regarding your testing process.
- 24.16. security measures: you agree to:
- 24.16.1. malware protection: you will deploy anti-malware software on all information technology systems that access, store, or process Data, your networks, or information systems owned or operated by or on behalf of you. You will ensure that the latest updated anti-malware software is installed. You will also deploy adequate mechanisms to detect and issue alerts about potential unauthorized activity and respond appropriately to protect all systems that process, store, or transmit Data.
- 24.16.2. Data security risk management: you will implement a process whereby you periodically assess risk within your organization with respect to the possession, transmission and processing of Data and take necessary risk response measures to appropriately manage identified risks.
- 24.16.3. password management and authentication controls: you will ensure that Your System which processes Data or access your networks or information systems owned or operated by or on behalf of you employ strong password complexity rules in regards to logging out after failed login attempts and screen saver locks after a period of inactivity. You will prohibit your users from sharing passwords. You must change all default passwords before deploying any new hardware or software asset. You must keep your username and password to Clientzone, the Software and the Hardware a secret at all times and not disclose them to any third party. You must notify us immediately (by sending an e-mail to our Email Address or by contacting the Contact Centre – contact numbers are contained in the Definitions) should you identify any unauthorised use of, or any breach of security in relation to, your registered user account (including your username or password). If you disclose your username or password or other registered user account details to any third party, you will be held liable for any Losses incurred by us or our Alternative Service Providers as a result of the disclosure.
- 24.17. Your System security: You will establish and maintain secure configuration standards consistent with industry standards on all network devices and hosts that store, process, or transmit Payment Instrument Data and/or which access your networks or information systems that are owned or operated by or on behalf of you. You will ensure that all software used in your information systems and infrastructure maintains up-to-date security patches and Upgrades. You must identify and timely remediate any vulnerabilities identified in your networks, devices, and information systems.
- 24.18. Technical and organisational: you will implement and maintain appropriate and reasonable technical and organisational security measures to protect your networks, information systems owned or operated by or on behalf of you, and Payment Instrument Data stored or processed by you from a Data Compromise. You will create and maintain policies and procedures that must govern the protection of your networks and information systems.
- 24.19. Network, operating system and application control: you will maintain appropriate network security measures, including but not limited to firewalls to segregate your internal networks from the internet, risk-based network segmentation, and intrusion prevention or detection systems to alert you of suspicious network activity. You will securely operate Your Systems and applications that process, store, or transmit Payment Instrument Data by deploying key operational management controls.
- 24.20. Physical security: you will implement appropriate safeguards and controls that restrict unauthorised physical access to facilities containing information systems, devices, and other equipment used to access or otherwise process Payment Instrument Data, your networks, or information systems owned or operated by or on behalf of you. You will implement clear desk procedures to protect Payment Instrument Data in any printed/media form from unauthorised access within your facilities.
- 24.21. You will take all reasonable steps to maintain and Upgrade your information technology infrastructure and Your Systems at your costs to ensure the Solution performs as prescribed in the Merchant Agreement and that the security and integrity of Your System is not compromised;

25. FEES

- 25.1. **The Fees charged by us in respect of the Acquiring Solution are not dependent on whether the Transaction was successful or unsuccessful. You understand that the Transaction Rate may vary on the basis provided in the Fees Schedule.**
- 25.2. **The Minimum Merchant Fee ("MMF") monthly payable by you to us is set out on the Application Form and Fees Schedule. Should the Transaction Fees payable by you to us be less than the stipulated MMF, we will increase the Transaction Fees amount payable to us to be equal to the MMF. Should the Transaction Fees payable by you to us exceed the stipulated MMF, you will not be required to pay us the MMF.**
- 25.3. **You have the option to select your preferred billing model, either the Curved Transaction model or the Fixed Transaction model which is indicated in the Application Form and Fees Schedule. The MMF applies to both billing models.**
- 25.4. **Under the Curved Transaction model, the rate payable is determined based on the Curved Transaction Model table below. If you select the Curved Transaction model, we will assess your SVRA monthly. If you do not achieve your SVRA, your subsidised Transaction Fees will no longer be valid and the following Adjusted Fees will apply:**

Value of monthly Transactions processed		Adjusted Fees payable per Transaction	
Lower Transaction Value	Upper Transaction Value	Debit Rate	Credit Rate
R -	R 20,000.00	3.50%	3.50%
R 20,001.00	R 30,000.00	3.30%	3.30%
R 30,001.00	R 40,000.00	2.56%	2.60%
R 40,001.00	R 50,000.00	2.30%	2.57%
R 50,001.00	R 60,000.00	2.03%	2.53%
R 60,001.00	R 70,000.00	1.97%	2.41%
R 70,001.00	R 80,000.00	1.83%	2.36%
R 80,001.00	R 90,000.00	1.74%	2.31%
R 90,001.00	R 150,000.00	1.50%	2.26%
R 150,001.00	R 250,000.00	1.17%	2.16%
R 250,001.00	R 350,000.00	1.13%	2.10%
R 350,001.00	R 500,000.00	1.08%	2.03%
R 500,001.00	R 750,000.00	0.97%	1.97%
R 750,001.00	R 1,000,000.00	0.90%	1.90%
R 1,000,001.00	R 2,500,000.00	0.85%	1.80%
R 2,500,001.00	++		

- 25.5. **If you select the Fixed Transaction model, we will assess your SVRA monthly. If you do not achieve your SVRA, your subsidised Fees will no longer be valid for the period and your rates will be automatically adjusted.**
- 25.6. **Mastercard Global Wholesale Travel Card: Accepting the Mastercard Global Wholesale Travel Card attracts additional charges, the amount of which is fixed at 0.87% per Transaction, (zero point eight seven percent) (unless otherwise specified in your Application Form and Fee Schedule). Please note this Fee is charged over and above your Transaction rate.**

26. EXCLUSIONS

- 26.1. **We are dependent on the Acquiring Bank, Card Associations, BankservAfrica, and Issuing Banks for the availability of their systems to process Transactions. We do not accept any responsibility for the unavailability of their systems when processing Transactions.**
- 26.2. **You may not use the Acquiring Solution to accept Garage/ Fleet or Petrol Cards as a Payment Instrument unless otherwise advised by us in writing.**

27. Card Present Transactions

You may accept and process Payment Instruments from Customers through a Card Acceptance Device as a form of payment for goods and services purchased from you, subject to the Terms set-out herein. If you are not making use of the Card Present Solution, these Card Present Terms will not be applicable to you.

28. GENERAL

- 28.1. We have entered into agreements with Acquiring Banks to provide you with the Acquiring Solution subject to the Terms of the Merchant Agreement.

- 28.2. For Diners, RCS Card and Buy Aid Card Transactions we perform Switching only. Should you require the Acquiring Solution for RCS, Diners or Buy Aid Cards (or other Transactions as may become available from time to time), you are required to approach and enter into an agreement with the relevant entity directly and once confirmation of the agreement has been received from this entity, we will activate same on your written request.
- 28.3. Upon termination of the Acquiring Solution Terms, the Acquiring Solution will cease, provided that:
 - 28.3.1. current and outstanding Transactions, including approved submissions in your queue, will be attended to and completed;
 - 28.3.2. you remain responsible for Chargebacks, Fees, liability and responsibilities that arose in respect of the Transactions that were processed by you; and
- 28.4. You agree not to process any Transaction, should you process Transactions post termination of these Terms.
- 28.5. We may, without prejudice to any other remedies available to us, elect to apply the provisions of the Merchant Agreement to such Transactions processed post termination, as if the Merchant Agreement had not been terminated.
- 28.6. We may deactivate any Card Acceptance Device that has been inactive for three consecutive months (i.e. the Card Acceptance Device is not used to process any Transactions for 3 (three) months) without prior notice or terminate the Merchant Agreement immediately without prior notice and prejudice to any other rights in Law.
- 28.7. We are only responsible for the supply, installation, maintenance and support of Hardware necessary to facilitate the Acquiring Solution if you have selected the above Solutions on your Application Form.
- 28.8. The Acquiring Bank, being regulated by the South African Reserve Bank, is subject to the authority and oversight of the regulatory body. As such, the Acquiring Bank reserves the right to perform certain duties and responsibilities as required by applicable laws and regulations.

29. CARD PRESENT: ACQUIRING SOLUTION

- 29.1. You appoint us in conjunction with the Acquiring Bank to provide you with the Acquiring Solution to enable you to accept payments from Customers to pay for goods and/or services purchased from you.
- 29.2. We will provide you with your MID once your application for the Acquiring Solution is approved.
- 29.3. We will automatically activate the Acquiring Solution for purposes of VISA, Mastercard and American Express Card acceptance. If you do not wish to accept any of the above card brand Cards then please contact us and request that we disable acceptance of any of these card brand Cards.
- 29.4. Once your application for the Acquiring Solution is approved, we will provide you with access to Clientzone where you can view:
 - 29.4.1. details of each Transaction processed by the Card Acceptance Device;
 - 29.4.2. details of charges levied in respect of Card Transactions processed by each Card Acceptance Device;
 - 29.4.3. any overpayments previously made to you or by the Acquiring Bank due to clerical or systems errors on the part of either the Acquiring Bank or you; and reversals in respect of Invalid Transactions; counterfeit or altered Cards; Transactions where the Acquiring Bank reasonably suspects fraud; disputed Transactions; Transactions where you failed to provide to a Customer a valid Transaction Voucher; and/or
 - 29.4.4. debits in respect of any fines and/or penalties levied by the Card Associations against you.
- 29.5. Only Authorised Representatives should access and send and receive instructions from us through Clientzone. The Directors of your business will be deemed Authorised Representative.
- 29.6. You must at your own cost provide telecommunications connectivity and data to facilitate the Solution.

30. PROCESSING TRANSACTIONS

- 30.1. By using the Acquiring Solutions, you agree:
 - 30.1.1. to be bound by the Rules and to contact us if you are not sure of your obligations in terms of the Rules;
 - 30.1.2. to complete a Transaction Voucher and provide a copy to the Customer at the time of the purchase for every Transaction;
 - 30.1.3. to provide us with your copy of the Transaction Voucher within 7 (seven) days if requested by us and/or the Acquiring Bank;
 - 30.1.4. not to split or disguise Transactions, or carry out multiple Transactions of different amounts on the same Payment Instrument for the same purchase (except when performing Split Shipment Transactions) or act in a way to avoid obtaining Authorisation. You may however accept separate forms of payments for the same Transaction (i.e., Customer wishes to pay for part of the Transaction with the Card and the balance with another form of payment (i.e. cash);
 - 30.1.5. not to set or enforce a minimum or maximum limit on the Transaction amount for payments made using any of the Solutions unless otherwise indicated by us or the Alternative Service Provider in writing;
 - 30.1.6. not add a Surcharge to the purchase price, which includes directly or indirectly, increasing the purchase price adding fees, charges, increasing obligations or decreasing benefits for products and services purchased using the Payment Instrument, the amounts charged to all Customers must match the displayed or advertised price;
 - 30.1.7. to only operate and process Transactions within the Republic of South Africa and denominated in Rands;

- 30.1.8. to comply with the rules and terms of the Alternative Service Providers when using their Solutions; and
- 30.1.9. to indicate to Customers which Payments Instruments you accept.
- 30.2. Card Present Terms: By using our Acquiring Solution to accept payment for goods and services in a Card present environment, you agree:
 - 30.2.1. to display the promotional material supplied by us at the point of sale, indicating that you accept certain Acquiring Bank approved Cards or, where applicable, the Payment Instruments described in the Alternative Service Provider Solution Terms for payment of goods and/or services;
 - 30.2.2. to replace or remove such promotional material immediately when requested by us to do so;
 - 30.2.3. not to use the promotional material for any purpose other than for a purpose prescribed by us, and you understand that the promotional material contains Intellectual Property proprietary to us, the Acquiring Bank, Alternative Service Providers and/or the Card Associations;
 - 30.2.4. to accept all Cards that are legally presented for payment unless they are expired, defaced, mutilated and/or rejected by the Card Acceptance Device;
 - 30.2.5. to comply with the Hardware Terms when using the Card Acceptance Device supplied by us;
 - 30.2.6. to accept responsibility for and assume all risk relating to Fraudulent Transactions;
 - 30.2.7. to compare the number and the expiration date appearing on the front of the Card to the same information on the back of the Card and/or with the number printed by the Card Acceptance Device on the Transaction Voucher; if the information differs, then you must contact our Contact Center for further instructions;
 - 30.2.8. to retain the Transaction Voucher for the duration of the Chargeback Period or as otherwise prescribed by Law, whichever is the longer period, in a manner to ensure that it retains its clarity;
 - 30.2.9. to train your employees, who are authorised to do so, on how to perform Transactions using the Card Acceptance Device;
 - 30.2.10. not to store a Customer's PIN;
 - 30.2.11. to keep Customer Card information safe and not disclose, exchange, store or sell it to anyone, except if otherwise required in terms of the Rules or Laws;
 - 30.2.12. to provide the Customer with a safe environment to enter their PIN; and
 - 30.2.13. not to add any skimming device or application on the Card Acceptance Device that may compromise the security and confidentiality of the information entered by the Customer.
- 30.3. **You are responsible for the control and use of the Merchant Supervisor PIN and indemnity us and the Acquiring Bank against, and agree to hold the Acquiring Bank and us harmless from, any direct or indirect damage Losses incurred or suffered by the Acquiring Bank or us as a result of or in connection with the use of the Merchant Supervisor PIN.**
- 30.4. Under no circumstances are you permitted to store or make a permanent record of the following Card information pertaining to a particular Card: the CVV2/CVC2/4DBC number, the expiry date and the Card number, as this is in direct violation of the PCI DSS rules. All penalties or fines imposed by the Card Associations as a result of such violations will be charged to you.
- 30.5. If you are required to obtain the Customer's signature as prescribed in these Terms or as advised by us, a valid signature must be obtained. 'Signature on file' is not valid.

30.1	AUTHORISATION
30.1.1	For all Card Transactions the Card must be either swiped (for Cards which contain a Magnetic Stripe) inserted or tapped (for EMV or Chip Cards) to obtain Authorisation for payment Transactions.
30.1.2	The Authorisation procedure must only be used to process payment Transactions for the purchase of goods and services and must not be used to merely verify the Card or account validity, perform excessive re-attempts for Authorization, or for any other unauthorized purposes. If you fail to comply with this clause, you will be held liable for any fines imposed by the Acquiring Bank and relevant Card Associations and you hereby indemnify us for any Losses we incur as a result of your non-compliance with this clause.
30.1.3	When using the Solutions provided by an Alternative Service Provider, or using the Vouchering Solution and Loyalty Solution to accept payment, you agree to obtain Authorisation as described in the specific Alternative Service Provider Solution Terms or Vouchering Solution and Loyalty Solution terms (as applicable).
30.1.4	Authorisation is a prerequisite for the dispatch of any goods and delivery of services.
30.1.5	Once Authorisation is granted, you agree to dispatch the goods or deliver the service within the time frame specified in your delivery policy. You undertake to submit a clearing request to us within 7 (seven) calendar days from the date of the approved Authorisation request, failing which, you will be held liable for the penalties imposed on us due to your non-compliance.
30.1.6	Authorisation means that the relevant account has sufficient funds to meet payment on the Authorisation date and that the Card has not been reported lost or stolen at the time the Card was presented for payment.
30.1.7	The fact that Authorisation has been granted does not mean that we, or the Acquiring Bank warrant or guarantee:
30.1.7.1	the validity or genuineness of the Payment Instrument;

- 30.1.7.2 the genuineness of the person presenting the Payment Instrument;
- 30.1.7.3 that you will be settled the value of the Authorised Transaction or that payment will ultimately be made following the actions or inactions of a third party participating in the payment process and/or
- 30.1.7.4 that the Transaction will not be Charged back.
- 30.1.8 You must ensure, unless prior written consent has been given by us that the Transaction will take place on the same date as that on which the Authorisation was given.
- 30.1.9 If you have to split the shipment of an order, you only need to submit one Authorisation request for the full order.
- 30.1.10 You will be able to include the applicable taxes along with shipping costs, however the total amount of the Split Shipment Transaction must not be more than 15% of the original Authorisation.
- 30.1.11 If a dispute develops between you and a Customer, you must be able to show that these Authorisation requests were related to the original Transaction.
- 30.1.12 The Acquiring Bank's is responsible for providing Clearing and Settlement Services to you.

30.2 FALLBACK CARD TRANSACTIONS

- 30.2.1 A Fallback Card Transaction occurs when the Card Acceptance Device cannot initiate a Transaction by using the chip on the Card and the Transaction is processed utilizing the Magnetic Stripe.
- 30.2.2 Prior to initiating the Fallback Card Transaction, you must attempt to process the Authorisation utilising the Chip Card multiple times.
- 30.2.3 After the final unsuccessful attempt, the Card Acceptance Device will prompt you to revert to reading the Magnetic Stripe as the fallback option. When a Fallback Card Transaction occurs, you must follow standard Card acceptance practices detailed herein.
- 30.2.4 Fallback Card Transactions may not take place under the following conditions:
 - 30.2.4.1 when the Card is blocked;
 - 30.2.4.2 when the applications on the Chip Card are blocked; or
 - 30.2.4.3 when the Authorisation has already been declined offline.
- 30.2.5 Should a Fallback Card Transaction be disputed by the Customer or the Acquiring Bank, you will be liable for the amount of the Fallback Card Transaction.
- 30.2.6 When processing a Fallback Card Transaction, you must obtain an online Authorisation from the Issuing Bank.

30.3 MANUAL ENTRY TRANSACTIONS

- 30.3.1 You may not process Manual Entry Transactions unless you have obtained our prior written consent, which may be given at our sole discretion and subject to any additional terms and conditions provided by us.
- 30.3.2 If the Card Acceptance Device cannot read the Magnetic Stripe, and only when you have obtained our prior written consent, then you may process the Transaction as a Manual Entry Transaction.
- 30.3.3 A Manual Entry Transaction is processed by you entering the embossed Card number as well as the expiry date and CVV/CVC/4DBC into the Card Acceptance Device.
- 30.3.4 You shall ensure, except where the full Magnetic Stripe is sent to the Issuing Bank with the Authorisation request and with the exclusion of MOTO Transactions, that:
 - 30.3.4.1 an Imprint is taken of the embossed Card You may not perform Manual Entry Transactions unless otherwise advised by us or the Acquiring Bank in writing);
 - 30.3.4.2 the CVV2/CVC2/4DBC number is recorded on the Card Acceptance Device only. You may not retain this Card information for any reason or under any circumstances.

30.4 DEBIT CARDS TRANSACTIONS

- 30.4.1 The Customer must be present when the Card is being processed and must verify the Transaction by entering their valid PIN into the Card Acceptance Device.
- 30.4.2 Debit Card Transactions may not be processed manually using Imprinters or other devices.

30.5 EMV CHIP CARD TRANSACTIONS

- 30.5.1 The Customer must be present when the Card is being processed and verify the Card Transaction by entering his/her valid PIN into the Card Acceptance Device.
- 30.5.2 Card Transactions may be processed online or offline by inserting the Chip Card into the Card Acceptance Device.
- 30.5.3 You must ensure that Chip Card transactions are performed in a secure environment.
- 30.5.4 An EMV Transaction will be incomplete:
 - 30.5.4.1 if the Card is taken out of the slot before the Card Transaction is completed; and/or
 - 30.5.4.2 if the chip technology fails during the Card Transaction; and/or
 - 30.5.4.3 if the telecommunications are interrupted during the Transaction flow.

30.6 CONTACTLESS TRANSACTIONS

- 30.6.1 You understand that Contactless Payments:
 - 30.6.1.1 must be processed only on a contactless Card Acceptance Device;

- 30.6.1.2 may require online Authorisation;
- 30.6.1.3 cannot be charged back and any incorrect contactless Card Transaction must be refunded to the Customer in terms of clause 33 herein;
- 30.6.1.4 processed over a prescribed amount will require the Customer to enter a PIN.

30.7 MOTO CARD TRANSACTIONS

- 30.7.1 **You may process MOTO Card Transactions only if we have provided our prior written consent which will be given at our sole discretion and will be subject to any terms and conditions prescribed in writing.**
- 30.7.2 There are additional charges you could incur when processing MOTO Transactions.
- 30.7.3 Except when processing MOTO Transactions you must hand a correct and complete copy of the signed and Imprinted Transaction Voucher to the Customer at the time of the Transaction.
- 30.7.4 You are required to enter the following information into the Card Acceptance Device to obtain Authorisation:
 - 30.7.4.1 Card number;
 - 30.7.4.2 Expiry date; and
 - 30.7.4.3 CVV2/CVC2/4DBC number.
- 30.7.5 **When processing MOTO Transactions, you must write the Customer's name and account number on the Transaction Voucher, as well as the address to which the goods should be dispatched, or the date on which the services were rendered. The Transaction Voucher must be labelled as a MOTO Card Transaction, and the Customer (or an authorised official) must sign it in the designated signature block. You must advise the Customer that the Transaction will be processed in the Republic of South Africa and that you are based in the Republic of South Africa.**
- 30.7.6 **You must retain the order form bearing the Customer's signature and attach it to the Card Acceptance Device-generated Transaction Voucher.**
- 30.7.7 **You will be liable for the amount reflected on the Transaction Voucher should the Customer subsequently repudiate or dispute any MOTO Card Transaction.**

31 CASHBACK WITHOUT PURCHASE AND CASHBACK WITH PURCHASE

- 31.1 The Cashback Without Purchase and Purchase With Cashback facility can be made available to you on application to us subject to the terms herein.
- 31.2 Cashback Without Purchase and Purchase With Cashback Transactions may only be conducted by you at the Customer's request.
- 31.3 Cashback Without Purchase and Purchase With Cashback will permit the withdrawal of funds by Customers.
- 31.4 Cashback Without Purchase and Purchase With Cashback Transactions are not to replace the normal purchase/sale Transactions made from the Card Acceptance Device.
- 31.5 The risk of fraudulent Transactions lies with you.
- 31.6 Cashback Without Purchase and Purchase With Cashback Transactions shall be subject to a Transaction limit equal to an amount of R5,000.00 (five thousand Rand) per Transaction, or such other limit as imposed by Payment Association of South Africa or its successor in terms of the relevant clearing rules from time to time.

32 TRANSACTION VOUCHERS

- 32.1 You must ensure that the Transaction Voucher complies with PCI DSS. PCI DSS prohibits the Card expiration date from being recorded, and requires the Primary Account Number (PAN) to be shortened when recorded on electronically printed Transaction Vouchers. If the Customer returns or exchanges goods that have been purchased, or amends their order for services then you are required to provide a revised copy of the Transaction Voucher to the Customer reflecting such changes.
- 32.2 You must ensure that the Transaction Voucher contains:
 - 32.2.1 the Transaction date;
 - 32.2.2 the Transaction amount which must be the total purchase price of goods and services purchased, including applicable taxes, tips, postage, and shipping charges;
 - 32.2.3 your business name (DBA, "Doing Business As" Name) and address;
 - 32.2.4 the Authorisation number (where the Card Issuer has Authorised the Transaction);
 - 32.2.5 a description of the goods and services purchased; and
 - 32.2.6 the terms of your refund policy.
- 32.3 Where Transaction Vouchers are required to be manually Imprinted then the Card number and expiry date shall be recorded on the Customer's copy of the Transaction Voucher.

33 REFUNDS

- 33.1 The CPA provides that the Customer may return goods to a supplier and receive a full refund of the consideration paid for those goods, under certain conditions, therefore if a Customer wishes to reject delivery, or return goods for the reasons stipulated in the CPA then you, as the supplier of goods and services are required to Refund the full purchase price to the Customer.

- 33.2 If you wish to process Refunds on the Card Acceptance Device, you first need to obtain our written approval. Once approval has been obtained the Card Acceptance Device will be activated for Refund capabilities.
- 33.3 By processing Refund Transactions using our Acquiring Solution you undertake to:
- 33.3.1 Refund the Customer the full purchase price or part thereof (whichever is applicable) which may not exceed the amount of the original Transaction;
- 33.3.2 provide comprehensive details of your return and Refund policy; and
- 33.3.3 clearly disclose to the Customer the restrictions on returns, Refunds, and cancellations of goods or services including the time and place where these provisions apply;
- 33.4 In the event the Merchant Agreement is terminated there will be no obligation on us to assist you with processing a Refund to a Customer.
- 33.5 If Refund capabilities are approved you must process the Refund Transaction through the Card Acceptance Device with the Card present.
- 33.6 You must process the Refund using the Card that was used for the initial Transaction.
- 33.7 The amount of any Refund must be calculated at the Refund date and must take into account the prevailing exchange rate (where applicable) less any Acquiring Bank fees applicable at the time.
- 33.8 **The onus rests on you to ensure that you have sufficient funds to perform the Refund, failing which you bear the risk of the Refund being returned unpaid.**
- 33.9 Debit Card Refunds: Refunds are processed by using the reversal option on Debit Cards.
- 33.10 Where we have not activated your Refund capability:
- 33.11 You may process the Refund by way of cash or EFT. If the initial Transaction was processed using a Debit Card, then you will be required to process the Refund by way of EFT (as cash Refunds are not permitted if the initial Transaction was processed on a Debit Card).
- 33.12 You will be responsible for the Transaction Fees even if the Transaction is Refunded.

34 PRESENTATION AND PAYMENT FOR SETTLEMENT

- 34.1 The Card Acceptance Device is programmed to perform automated daily settlement within a specified timeframe.
- 34.2 Any payment not reflected in the Nominated Bank Account must be queried within 7 (seven) days of the date of settlement. This means that you must reconcile your accounts at least once a week.
- 34.3 We reserve the right to apply Net Settlement at our sole discretion and to withhold settlement of a given Batch or part thereof while investigating potential irregularities.
- 34.4 Deposits into the Nominated Bank Account will be regarded as payment of money into this account only once each Transaction has been honoured.
- 34.5 We and the Acquiring Bank will act in good faith and exercise reasonable care however, we cannot be held liable if any deposit (or sales / Transaction Voucher) is dishonoured for any reason.

35 INVALID CARD TRANSACTIONS

- 35.1 **A Transaction is deemed an Invalid Transaction if it is non-compliant with the Rules, which will occur in the following circumstances:**
- 35.1.1 **it is/or appears to be illegal and/or unenforceable;**
- 35.1.2 **the Transaction Voucher is incomplete;**
- 35.1.3 **the Transaction Voucher is negotiated or discounted in any way;**
- 35.1.4 **the signature on the Transaction Voucher differs from the signature on the Card;**
- 35.1.5 **there is no signature on the Transaction Voucher (with the exception of Transaction Vouchers for PIN-driven or contactless Card Transactions);**
- 35.1.6 **the copy of the Transaction Voucher provided by you is not identical to the copy provided by the Customer;**
- 35.1.7 **the Card had expired at the time of the Transaction;**
- 35.1.8 **the Card is not acceptable to the Acquiring Bank;**
- 35.1.9 **the Card number is listed on the current Hot-Card File;**
- 35.1.10 **your Floor Limit has been exceeded (if applicable);**
- 35.1.11 **a MOTO Card Transaction is concluded with the Customer without our Authorisation;**
- 35.1.12 **without obtaining the Acquiring Bank's prior Authorisation;**
- 35.1.13 **without indicating all necessary details on the Transaction Voucher;**
- 35.1.14 **the Authorisation code on the Transaction Voucher is invalid;**
- 35.1.15 **you fail to manually Settle with the Acquiring Bank within the stipulated period;**
- 35.1.16 **an Imprint of the Card is not obtained when you are required to obtain an Imprint as specified in your Merchant Agreement or by us in writing;**
- 35.1.17 **you fail to retain the signed order form as required for MOTO Transactions;**
- 35.1.18 **you accept a mutilated, defaced, blank or illegible Card;**

- 35.1.19 it is subject to a Chargeback in terms of the Card Association rules.
- 35.2 You understand that should a Transaction be regarded as an Invalid Card Transaction, then the Transaction may be Charged back in accordance with the Rules. Should a Transaction be Charged back, you will be held liable for the Losses incurred and the financial exposure due to the Transaction being Charged back.
- 35.3 The value of an Invalid Card Transaction may be debited against the Nominated Bank Account at any time by us without limiting any other means of recovery available to us.

36 CHARGEBACKS

- 36.1 Any Transaction in terms of which you accept payment of the purchase price in respect of its goods and or services utilising the Solution may be Charged back to you during the Chargeback Period for the following reasons:
- 36.1.1 a dispute is raised;
- 36.1.2 you disable any authentication procedure in respect of such Transaction;
- 36.1.3 a Transaction reversal;
- 36.1.4 we validly dispute our liability for any reason;
- 36.1.5 actual or suspected lack of Authorisation;
- 36.1.6 unlawful or suspicious Transactions; and
- 36.1.7 where you fail to utilise a Card Acceptance Device which is duly certified as compliant with EMV specifications and approved by us in writing; and
- 36.1.8 Transactions processed outside the terms of the Merchant Agreement.
- 36.2 It is your responsibility to request Transaction information from us if a transaction is disputed or a Chargeback is raised. You must also help us, at your expense, to investigate any Chargeback or invalid Transaction. Notice of the Chargeback will include an explanation and supporting documents, if needed or available. We will allow you to advise us why such Chargeback should not be affected.
- 36.3 You will be liable to us for the full amount of the Chargeback amount as well as any associated fee, penalties and charges and we will be entitled to deduct any Chargeback from the settlement amount due to you.
- 36.4 We will debit a Transaction amount from your Nominated Bank Account or any other bank account holding sufficient credit in your name.
- 36.5 We may withhold payment of the Transaction amount in advance for potential Chargebacks until the Chargeback investigation has been completed.
- 36.6 If we Chargeback any Transaction in terms of the Merchant Agreement you will have to pay us interest at a rate of 2% (two percent) per month, or the maximum allowable in terms of Law on the amount of the Transaction from the date of the Transaction until we receive payment.

37 LIABILITY SHIFT

Where a Transaction results in a Chargeback, the liability of the Chargeback will shift from you to the Issuing Bank on condition that the Transaction was processed in accordance with the Rules and the Terms of the Merchant Agreement.

38 WARRANTIES: WHAT WE WARRANT TO EACH OTHER

- 38.1 The presentation of a Transaction to us will be a warranty by you that:
- 38.1.1 all information in the Transaction request is true and correct;
- 38.1.2 you did not levy additional fees to the normal price of your goods and/or service, in respect of the Transaction;
- 38.1.3 you have supplied the product and/or services to the Customer;
- 38.1.4 no fictitious and/or fraudulent Transactions were processed by you;
- 38.1.5 the Transaction is not illegal or an Invalid Transaction;
- 38.1.6 the Transaction has been authorised by the Customer.

39 CARD-NOT-PRESENT TRANSACTIONS

You may accept and process Payment Instruments from a Customers on your website or by accepting QR Codes as a form of payment for goods and services purchased from you, subject to the Terms set-out herein. If you are not making use of the Card-Not-Present Acquiring Solution, these Card-Not-Present Terms will not be applicable to you.

40 GENERAL

- 40.1 You appoint us in conjunction with the Acquiring Bank to provide you with the Card-Not-Present Acquiring Service to enable you to accept payments from Customers to pay for goods and/or services purchased from you.
- 40.2 Card-Not-Present Transactions will be processed by our affiliate, Adumo Online (Pty) Limited ("Adumo Online"), which provides Payment Gateway routing and switching services. Adumo Online will invoice you separately for the services they provide to you.

- 40.3 By processing Card-Not-Present Solutions you agree that we and Adumo Online, will collect all sums owing in terms of the Merchant Agreement (including late payment) either by an authorised debit order from your Nominated Bank Account, by Net Settlement or such other method we deem appropriate as described in these Terms of the Merchant Agreement. We agree to make the Card-Not-Present Acquiring Services available to you for the Solution Term until terminated by any of the Parties in accordance with the Terms of the Merchant Agreement.
- 40.4 By using the Card-Not-Present Acquiring Services, you agree to:
- 40.4.1 provide a comprehensive description of the goods and/or services on offer on your website;
 - 40.4.2 display your contact details which include a contact name, telephone number, physical/registered address of your permanent establishment and email address;
 - 40.4.3 install or integrate on your website: software; internet infrastructure and processes that enable electronic data to identify you and the Customer by verifying you and the integrity of the message. The Acquiring Bank will provide you with a Merchant ID (MID), which must be included in all Card-Not-Present Transactions.
 - 40.4.4 ensure that prior to carrying out a Card-Not-Present Transactions: your website and your server; software; internet infrastructure and processes comply with the Acquiring Bank's standards and specifications for secure authentication protocol, you install or integrate the Acquiring Banks Verified by Visa and Mastercard SecureCode merchant plug in technology, as communicated to you.
 - 40.4.5 disclose your privacy policy, setting out how you will process your Customers' Personal Information;
 - 40.4.6 display the total price of the goods and/or services;
 - 40.4.7 include all relevant taxes and delivery charges (all prices quoted must be in South African rand) in the total amount payable by the Customer;
 - 40.4.8 display the marks and symbols of the Card Associations on your website, however you may not create the impression that your goods and services are endorsed by us, and/or the Bank and/or the Card Associations;
 - 40.4.9 communicate to the Customer that you are responsible for the fulfilment of the contractual obligation between you and the Customer in respect of the goods and/or services purchased from you;
 - 40.4.10 not accept payments on your website and/or mobile application until you inform your Customer about when the goods and/or services will be delivered;
 - 40.4.11 enforce appropriate terms and conditions on your Customers to reflect the applicable terms set-out in in this Merchant Agreement;
 - 40.4.12 not split or disguise Card-Not-Present Transactions or act in a way to avoid obtaining Authorisation;
 - 40.4.13 not set or enforce a minimum or maximum limit on the Card-Not-Present Transaction amount for payments;
 - 40.4.14 not directly or indirectly, increase the purchase price, add fees, charges, increase obligations or decrease benefits for products and services purchased using a Card;
 - 40.4.15 indicate to your Customers what Cards are accepted by you;
 - 40.4.16 inform your Customer of any tax implications, exchange control regulations and/or any other relevant legislation that may be applicable to your Customer and/or the goods and/or services your Customer is purchasing online from you;
 - 40.4.17 ensure that the information printed and completed on the delivery note and/or proof of dispatch is true and correct;
 - 40.4.18 encrypt each Card-Not-Present Transaction, unless you have signed-up for our Tokenisation services;
 - 40.4.19 provide us with your current Uniform Resource Locator (URL) on concluding the Card-Not-Present Solution terms and inform us in writing within 3 (three) business days if you change this URL; and
 - 40.4.20 not store a Customers CVV number.
- 40.5 It is your responsibility to populate the correct CAVV/AAV/AEUV and ECI indicators in the Card-Not-Present Transaction message when using the Card-Not-Present Acquiring Service to process Card-Not-Present Transactions. This requirement will not be applicable to you if you are using the Hosted Payment Page.
- 40.6 Any message received from your server will be deemed to be a message from you. The contents of the message received by us will be deemed to be the contents of the message forwarded by you using the merchant server.
- 40.7 You assume responsibility for the operational effectiveness of your server.

41 CARD-NOT-PRESENT ACQUIRING SERVICES

- 41.1 We support the following Card Association brands: Mastercard, VISA and American Express.
- 41.2 You are responsible for the fees charged by the Alternative Service Providers for Card-Not-Present Transactions processed by you.

42 PROCESSING CARD-NOT-PRESENT TRANSACTIONS

- 42.1 A Customer will purchase product and/or services from you and proceed to checkout. You must ensure the website contains a function for Customers to confirm the purchase before the completion of the sale.
- 42.2 Upon checkout, you will open a secure payment page, either supplied by a Hosted Payment Page or by using the Payment Gateway.

- 42.3 The Customer will capture its Card details either on the Hosted Payment Page or on your payment page when using our Payment Gateway.
- 42.4 The Card-Not-Present Transaction must be processed in a 3D-Secure compliant manner to ensure that you never have Customer information in your possession.
- 42.5 The Issuing Bank will approve/declines the 3D-Secure request and send it back to the Hosted Payment Page or on your payment page when using our Payment Gateway.
- 42.6 A Transaction will be invalid if you insert falsified 3-D Secure authentication information into the Transaction message or if the 3-D Secure authentication response from the issuer is tampered with in any way.
- 42.7 You agree to only request Authorisation at the time of and for a particular Card-Not-Present Transaction. We will route the Card-Not-Present Transaction to the Bank for Authorization. We act as a conduit for routing Card-Not-Present Transactions for Authorisation and settlement to the Acquiring Bank.
- 42.8 Authorisation is a prerequisite for the dispatch of any goods and delivery of services.
- 42.9 If Authorisation is granted, you must dispatch the goods or deliver the service within the time stipulated in your delivery policy or terms and conditions.
- 42.10 Settlement requests will either be initiated by you or automatically by us, depending on your settings.
- 42.11 The Bank will settle the value of the Card-Not-Present Transactions into your Nominated Bank Account. We are not responsible for settlement of Card-Not-Present Transactions. Any settlement queries must be raised directly with the Bank.
- 42.12 You must provide us with the payment authentication request and response from the issuer upon request to resolve disputes.
- 42.13 You agree to display the "Verified by Visa" and SecureCode marks on your website and payment page and adhere to the Verified by Visa and SecureCode content and placement guidelines.
- 42.14 QR Code: QR-Code Transactions are classified as Card-Not-Present Transactions and are subject to these terms.
- 42.15 Customers will initiate the Transaction by scanning a QR Code or manually input the numeric code linked to the QR Code to perform a Transaction for the payment of goods and services purchased from you.

43 CHARGEBACKS

- 43.1 **Protection against Chargebacks is subject to the Card Association Rules and limited to Verified by Visa and Mastercard SecureCode 3D authenticated Card-Not-Present Transactions.**
- 43.2 **You may not demand or require the Customer to waive their dispute rights to a payment. We retain our chargeback rights when no authentication was attempted or the authentication request was denied.**
- 43.3 **All valid Chargebacks will be debited from your Nominated Bank Account.**

44 REFUNDS

- 44.1 The CPA provides that a Customer may return goods to a supplier and receive a full refund of the consideration paid for those goods, under certain conditions.
- 44.2 You, as the supplier of goods, may be required to Refund the full purchase price to a Customer, if a Customer wishes to reject delivery, or return goods for the reasons stipulated in the CPA. If a Customer returns goods or cancel services purchased on reasonable grounds, you may not refuse to exchange, or process a Refund in respect of such goods and/or services. In the event that any Refund is required, you undertake to Refund the Customer the full purchase price or part thereof (whichever is applicable).
- 44.3 You must provide comprehensive details of your return and refund policies and disclose to your Customer where and when your returns/refund and cancellation provisions restrict the return of goods or cancellation of services;
- 44.4 In the event that you are no longer our customer, there will be no obligation on us to assist you in processing a Refund to a Customer.
- 44.5 All Refunds requests that we receive from you will be submitted by us to the Bank for processing.
- 44.6 The Refund must not exceed the amount of the original Card-Not-Present Transaction.
- 44.7 You agree to process Refunds by using the portal or the application program interface that we make available to you.

45 FRAUD

- 45.1 **You must introduce fraud measures and controls to prevent fraud from occurring.**
- 45.2 **Should fraudulent transactions account for more than 8% (eight percent) of your Card sales turnover in any month, we may review the terms of your Merchant Agreement, suspend the Card-Not-Present Acquiring Services or terminate our agreement with you for the provision of Card-Not-Present Acquiring Services, without prejudice to any of our rights in Law.**
- 45.3 **See below risk mitigating measures that you can introduce to mitigate your risk. The list below should not be regarded as a complete list or as measures that will completely remove the risk of fraud from your business:**
 - 45.3.1 **process only 3D-Secure Card-Not-Present Transactions;**
 - 45.3.2 **remain PCI compliant;**

- 45.3.3 **be careful of and query high value purchase Card-Not-Present Transactions, that are higher in value than the average purchase Card-Not-Present Transactions processed on your website. Confirm the Customer's contact number prior to delivery;**
- 45.3.4 **be aware of deliveries to the same address where different names and Cards are used to process the purchase Card-Not-Present Transactions;**
- 45.3.5 **Processing non 3D-secure Transactions will attract additional charges which will be specified on the Application Form and Fee Schedule.**

46 WARRANTIES: WHAT WE WARRANT TO EACH OTHER

- 46.1 The presentation of a Card-Not-Present Transaction to us will be a warranty by you that:
- 46.2 all information in the Card-Not-Present Transaction request is true and correct.
- 46.3 you did not levy additional fees to the normal price of your goods and/or service, in respect of the Card-Not-Present Transactions;
- 46.4 you have supplied the product and/or services on receipt to the Customer;
- 46.5 no fictitious and/or fraudulent Card-Not-Present Transactions were processed by you;
- 46.6 the Card-Not-Present Transaction is not an Invalid Card-Not-Present Transaction or illegal;
- 46.7 the Card-Not-Present Transaction has been Authorised by the Customer.

47 INDEMNITIES

- 47.1 **By using the Card-Not-Present Acquiring Service, you agree to process Card-Not-Present Transactions at your own risk and indemnify us, and the Acquiring Bank for any and all Losses incurred:**
- 47.2 **that are not a result of our actions or omissions;**
- 47.3 **for all Card-Not-Present Transactions processed by you that are not 3D-Secured; and**
- 47.4 **for any disputed Card-Not-Present Transaction and/or Chargebacks.**

48 FEES AND CHARGES

In return for the provision of the Card-Not-Present Acquiring Service, you will pay us and Adumo Online the Fees as set-out in the Fee Schedule for the services rendered. The Fees are not dependent on whether the Card-Not-Present Transaction was successful or unsuccessful.

49 EXCLUSIONS

We are dependent on the Bank, Card Associations, BankservAfrica, and Issuing Banks for the availability of their systems to process Card-Not-Present Transactions. We do not accept any responsibility for the unavailability of their systems when processing Card-Not-Present Transactions.

50 TERMINATION

- 50.1 Upon termination of the Card-Not-Present Acquiring Service:
- 50.1.1 the Card-Not-Present Acquiring Services will cease, provided that current and outstanding Card-Not-Present Transactions including approved submissions in your queue will be attended to and completed;
- 50.1.2 you remain responsible for Chargebacks, Fees, liability and responsibilities that arose in respect of the Card-Not-Present Transactions that were processed by you;
- 50.1.3 you agree not to process any Transactions. Should you process Transactions post termination, we may, without prejudice to any other remedies available to us, elect to apply the provisions of the Merchant Agreement to Card-Not-Present Transactions processed post termination of this Solution schedule, as if this Card-Not-Present Acquiring Service had not been terminated.

51 IVERI SOFTWARE

- 51.1 iVeri Software is designed as a payment Authorisation system with the purpose of enabling secure electronic payment Transactions.
- 51.2 Nedbank, a licensed distributor, offers the iVeri Software to merchants who utilize their acquiring services.
- 51.3 By downloading and utilizing the iVeri Software, you agree to pay the monthly license Fee, you will receive an invoice for this fee, either directly from us or through Nedbank as communicated by us. This fee is required to be paid in advance and is due on the first business day of every month. To access and install the iVeri Software, it is mandatory to obtain it from the official website www.iVeri.co.za.
- 51.4 Nedbank, will activate the iVeri Software within 7 (seven) Business Days. You will be required to test the iVeri Software before it is activated.
- 51.5 Nedbank will provide onsite installation assistance or training, subject to additional costs at Nedbank's prevailing rates. Please contact Nedbank for more information on these charges.
- 51.6 Nedbank warrants that the iVeri Software will be free from known Destructive Elements if the iVeri Software is used according to Nedbank's instructions, the warranty does not apply if you alter, modify, or convert any part of the iVeri Software without written approval from Nedbank.
- 51.7 **Nedbank does not warrant that the iVeri Software:**

- 51.7.1 **will be error-free;**
- 51.7.2 **is suitable for the purposes for which you intend to use it or will meet your requirements;**
- 51.7.3 **will remain current and operational for the period for which the version of the iVeri Software is licensed;**
- 51.7.4 **will perform according to any specifications other than those contained in the material supplied; and**
- 51.7.5 **will operate correctly or be fully functional to use it or in conjunction with other the programs.**
- 51.8 To the extent that there are errors of defects or the iVeri Software fails to perform in accordance with the specifications contained in the Documentation, then Nedbank's sole obligation will be to use reasonable efforts to remedy such non-performance, defects or errors. Nedbank does not guarantee that a bank will permit you to process Transactions. It is your sole responsibility to obtain the necessary Authorisation from the bank in question and fulfil all requirements to enable the processing of Transactions.
- 51.9 **We and Nedbank have the right to suspend or terminate your use of the iVeri Software if you breach a provision of the Merchant Agreement.**
- 51.10 Please contact Nedbank's helpdesk facility for support related to the iVeri Software.
- 51.11 We may terminate your use of the iVeri Software on 60 (sixty) days written notice to you.
- 51.12 Back Up Copies: You may make and maintain 2 (two) backup copies of the iVeri Software for operational and security purposes, and may make such copies of part or all of the iVeri Software as are strictly necessary for such purposes. Backup copies may be used whenever the iVeri Software is rendered unusable or inoperable, provided that Nedbank is notified thereof immediately.
- 51.13 Backup copies must be stored at the site agreed in writing with Nedbank.

B. ALTERNATIVE SERVICE PROVIDER SOLUTION TERMS

52 GENERAL

- 52.1 We have entered into an agreement with Alternative Service Providers in terms of which we are authorised to offer you the option to accept the various Solutions offered by the respective Alternative Service Providers subject to the terms set out herein. You appoint us with effect from the Effective Date to enable you to accept Payment Instruments using the Solutions provided by Alternative Service Providers listed herein as means of payment.
- 52.2 These Alternative Service Provider Solution Terms are applicable when you make use of Solutions offered by Alternative Service Providers who have duly authorized us to enter into a Merchant Agreement with you in respect of the Solutions offered by them. The Alternative Payment Service Terms set out the rights and obligations of the Parties when using a Solution provided by an Alternative Service Provider and form part of the Merchant Agreement entered into with us.
- 52.3 By processing a payment Transaction using a Solution provided by the Alternative Service Provider(s) you understand and agree that you are responsible to pay the respective Fees as specified in the Fees Schedule. If you do not agree to the Fees then you are advised not to process payments using the Alternative Service Provider Solution(s).
- 52.4 When accepting payment using the Alternative Service Provider Solutions you agree to perform all such acts as may be reasonably required to ensure that the good reputation and goodwill of the Alternative Service Providers are enhanced and preserved and you shall ensure that all goods and services provided are of good quality and standard and compliant with the CPA.
- 52.5 You shall not make any representation or provide any warranty in respect of any of the Alternative Service Provider Solutions to your Customers.
- 52.6 If you encounter any problems or issues with MoreTyme, Boodle, Payflex, or Switchpay (such as when downloading the software application (if applicable); Customer registration problems, such as being declined or encountering difficulties registering an Alternative Service Provider's app, or app crashes, requesting reasons for the decline of an application, please reach out directly to the respective Alternative Service Provider to address and resolve these concerns, the contact details are below:
- 52.6.1 switchpay: 0861 995 008, contact@switchpay.co.za
- 52.6.2 Boodle: 0861 266 353, support@boodle.co.za
- 52.6.3 MoreTyme: 860 000 387 moretymemERCHANTsupport@tymebank.co.za
- 52.6.4 Payflex: 010 444 0004, support@payflex.co.za

53 BUY NOW PAY LATER

These Terms are specific to the Solutions referred to below and will only apply when you make use of the specific BNPL Solution.

- 53.1 GENERAL: ACCEPTANCE AND PROCESSING
- 53.1.1 We offer the following BNPL Solutions (no interest payment plan)
- 53.1.1.1 Boodle; and
- 53.1.1.2 MoreTyme
- By using our BNPL Solutions you are able to accept payment from Customers who have applied and are approved for a BNPL Solution provided by the Credit Provider.

- 53.1.2 The Card Present Acquiring Terms in respect of Processing Transactions (clause 30) and Refunds (clause 33), Transaction Vouchers (32) apply when using the BNPL Solutions.
- 53.1.3 To accept payment from your Customer using the BNPL Solution:
 - 53.1.3.1 for MoreTyme, you will generate a BNPL payment voucher in the form of a QR code;
 - 53.1.3.2 for Boodle and/or Switchpay we will provide your Customer with an authentication code (in the form of a one-time pin) to present to you, to be entered on the Card Acceptance Device.
- 53.1.4 Upon the successful processing of the payment using the BNPL Solution, you will receive Authorisation by way of an approval message. A message will be reflected on the Customers application indicating that the payment was successfully processed.
- 53.1.5 The goods must be delivered or the services rendered upon receipt of an approval message in accordance with your delivery policy.
- 53.1.6 You agree not to levy additional fees when using the BNPL Solution to accept payment from Customers. Where settlement is performed by a third party or Alternative Service Provider and not by us, you understand that when processing such Transactions, we are merely acting as a conduit in routing the Transaction for Authorisation and settlement. We shall not be responsible for any Losses which may be incurred in respect settlement, nor shall we be a party to any dispute that may arise.
- 53.1.7 You agree that we or the Alternative Service Provider (as the case may be) may apply net settlement. You agree to pay us any net amount that is still payable to us after set off.

53.2 MORETYME TERMS

- 53.2.1 The MoreTyme Solution allows qualifying Customers to purchase goods and services from you and only pay a portion of the purchase amount at the time of purchase. The remaining amount will be payable in equal interest- free payments over the following months.
- 53.2.2 Refunds: If a MoreTyme payment is Refunded, the value of the Refund will be deducted by us from the settlement amount due. In the event that no settlement amount is due to you, then we will proceed in debiting your Nominated Bank Account with the value of the Refund.
- 53.2.2.1 Subject to the terms in Merchant Agreement, the amount that we will collect from you in respect of a Refund processed within 90 (ninety) days from the date when payment was made using MoreTyme, will be equal to the value of the Transaction processed using the BNPL Solution, less the BNPL Commission.
- 53.2.3 The amount that we will collect from you in respect of a Refund processed after 90 (ninety) days from the date that payment was made using MoreTyme, will be equal to the value of the Transaction processed using the BNPL Solution.
- 53.2.4 For MoreTyme Refunds processed post-termination of the MoreTyme solution, you agree to Refund the BNPL Customer by way of EFT or in cash.
- 53.2.5 You may not use MoreTyme to process Transactions, directly or indirectly for any of the following products or services:
 - 53.2.5.1 illegal or unlawful services or products;
 - 53.2.5.2 cash and cash equivalents including foreign currency;
 - 53.2.5.3 gift cards that may be exchanged for cash or any form of currency;
 - 53.2.5.4 cryptocurrency purchases, or funding of cryptocurrency accounts and wallets;
 - 53.2.5.5 anything deemed to be immoral or offensive; and
 - 53.2.5.6 gambling and lottery tickets.
- 53.2.6 MoreTyme Settlement: We will settle all payments successfully authorised using MoreTyme to you on a weekly basis, less:
 - 53.2.6.1 Refunds processed by you; and
 - 53.2.6.2 the MoreTyme Transaction Fee.
- 53.2.7 Settlement will be made into your store account or head office account, as selected by you whether on the Application Form, electronically or by way of email.
- 53.2.8 Contact Details for Queries: Any product query, technical failure and settlement, Fees dispute and complaints can be raised by contacting our Contact Center.

53.3 BOODLE TERMS:

- 53.3.1 We have partnered with Switchpay (Pty) Limited to offer you Boodle. We agree to make Boodle available to you, subject to payment of the applicable Fees, whereby we agree to:
 - 53.3.1.1 initiate Transactions between your Customer and Boodle on your Card Acceptance Device; and
 - 53.3.1.2 provide Switching Services.
- 53.3.2 You hereby agree to provide us with all information including Personal Information requested by us for onward submission to Boodle.

- 53.3.3 Boodle Settlement: Switchpay (Pty) Limited undertakes to settle the Transaction value, on confirmation of delivery of the goods and service purchased using Boodle, less any Fees due and payable and/or Refunds processed. Settlement shall take place unless redemption of Transaction value has taken place and was confirmed by the Customer through the presentment of the OTP; and
- 53.3.4 Boodle Refunds: If a Boodle payment is Refunded, the value of the Refund will be deducted by us from the settlement amount due. In the event that no settlement amount is due to you, then you agree to pay us the value of the Refund as stipulated in the invoice.
- 53.3.5 The amount that we will collect from you in respect of a Refund processed after 30 (thirty) days from the date that payment was made using Boodle, will be equal to the value of the Transaction processed using the Boodle Solution.
- 53.3.6 For Boodle Refunds processed post-termination of the Boodle solution, you agree to Refund the Customer by way of EFT or in cash.
- 53.3.7 Fees: Boodle Fees will be agreed to between the Parties in writing (including email) and shall form part of and be subject to the terms and conditions of this Merchant Agreement. Please contact your account manager or our Contact Center for information on the applicable Boodle Fees.
- 53.3.8 You are required to contact the Switchpay Contact Center in the event that you do not receive settlement within 5 (five) Business Days.

53.4 **PAYFLEX TERMS**

- 53.4.1 These Terms apply to you when you make use of the Payflex Solution. The Payflex Solution allows eligible Customers to make payments for goods and/or services purchased from you using an interest free instalment plan. We will settle the purchase price for goods and services purchased within 2 (two) Business Days.
- 53.4.2 We will provide you with access to the Payflex Portal and your login credential, where you will be able to view and search for orders and refunds, process refunds and download Transaction reports.
- 53.4.3 We retain the right to decline a Customer's application to use the Payflex Solution.
- 53.4.4 Your Obligations: By using the Payflex Solution, you agree to:
 - 53.4.4.1 honour all Transactions as agreed upon;
 - 53.4.4.2 conduct and record all Transactions in South African rand;
 - 53.4.4.3 process Transactions with reasonable care to detect potential fraud, unauthorized use, or forgery;
 - 53.4.4.4 provide Customers with immediate receipts for each processed Transaction and
 - 53.4.4.5 maintain all Transaction Data as reflected on the Transaction Voucher associated with each Transaction for a minimum period of 12 months following Transaction completion.
- 53.4.5 You may not use the Payflex Solution to provide cash disbursements to Customers.
- 53.4.6 You are prohibited from imposing surcharges or applying a higher purchase price for goods sold using the Payflex Solution than you ordinarily would.
- 53.4.7 Goods purchased by the Customer must be located in South Africa at the time that the Transaction is concluded.
- 53.4.8 You must ensure that purchased goods are shipped to the Customer within 7 (seven) days from the Transaction date. If, for any reason, the shipment cannot be fulfilled within this timeframe, you are required to promptly notify the Customer of the delay and seek their consent before proceeding with the sale.
- 53.4.9 Refunds: You must process refunds on the Payflex Portal by confirming the Transaction and the amount to be refunded in respect of the Transaction. The Customer will be refunded the purchase price, and any outstanding instalment payments due on the Customer's account will be adjusted. The Customer will be advised by email that the Refund has been processed successfully.
- 53.4.10 The refund amount will be deducted from your next settlement payment. In the event that no settlement amount is due to you, then you agree to pay us the value of the refund as stipulated in the invoice.
- 53.4.11 Payflex Solution Fees: You agree to pay us the Fees specified in the Application Form and Fee Schedule for your use of the Payflex Solution. You may not subcontract any of your obligations (excluding the delivery of goods) without our written consent.
- 53.4.12 E-commerce: You must display the Payflex marks on your website to let Customers know they can pay for goods and services using the Payflex Solution. You must configure the "Payflex checkout button" on the checkout page of your website in accordance with the configuration options advised by us in writing.
- 53.4.13 You must have a valid SSL (Secure Sockets Layer) certificate installed on your website.
- 53.4.14 In-Store: Customers can make purchases using the Payflex Solution by scanning a QR Code. You must make the QR Codes easily accessible to Customers.
- 53.4.15 The Payflex Solution will be enabled on all capable Card Acceptance Devices in your store by us.

- 53.4.16 You agree to display the Payflex payment acceptance marketing collateral at all payment points, in a way that is prominent and easily visible to Customers waiting for and making a payment. You shall display the in-store marketing material in accordance with our recommendations contained in the marketing guide. You shall provide training to your staff on the Payflex Solution as detailed in the training guide we will provide to you.

54 PURPOSE BASED LOANS

- 54.1 These Terms apply when you make use of the Purposed Based Loans Solution. By selecting Purposed Based Loans on your Application Form, you agree to pay the applicable Fees as specified in the Fees Schedule in exchange for accessing the Purposed Based Loan Solution provided by our Affiliate, Switchpay.
- 54.2 Loan Application Process: Customers can apply for Purposed Based Loans instore or through our e-commerce facility. Your Customer will submit a Loan Application on the Switchpay Portal that will be routed through us to the Alternative Service Provider (Credit Provider) for loan processing. The Alternative Service Provider will review the application and determine whether to approve or decline the Customer's Loan Application. You understand that we are merely a conduit and are not an agent of the Credit Provider in terms of SI63 of the NCA.
- 54.3 Approval and Settlement of the purchase price: Upon approval of the Loan Application, we will request that you promptly provide us with the invoice (addressed to the Customer) on the Switchpay Portal.
- 54.4 The Customer will receive a one-time pin, which they must provide to you when collecting the goods. Upon receiving the one-time pin, you agree to enter it either electronically on the Switchpay Portal or on your Card Acceptance Device.
- 54.5 Once the one-time pin is entered, you will receive Authorisation to release the goods and thereafter we will disburse the purchase price to you. You agree to notify us if you do not receive the purchase price within 5 (five) Business Days.
- 54.6 You are strictly prohibited from offering the Customer any advice or assistance with their Loan Application and you may not receive any commission or compensation from the Customer in connection with their Loan Agreement, other than the payment of the purchase price for the goods.
- 54.7 When requested by us, you agree to provide written confirmation that the goods were delivered to the Customer.
- 54.8 The Customer must authorize any Personal Information submitted through the loan application process by an SMS or USSD.
- 54.9 The Customer will also receive SMS notifications regarding the status and outcome of their application. Upon approval of the application for purpose-based finance; the Customer is notified by SMS and issued with a redemption code.
- 54.10 The Customer will be required to repay the purchase price to the Alternative Service Provider that approved the Switchpay Application as per the specified payment terms.
- 54.11 Upon redemption and authorisation by the Customer, we will settle the purchase price to you, on behalf of the Customer.
- 54.12 Payment will be made by Electronic Funds Transfer (EFT) within 48 (forty-eight) business hours, (excluding non-business days) following approval, or as mutually agreed upon between the Parties in writing.
- 54.13 Payment will be made to your Nominated Bank Account.
- 54.14 We will provide you with a report which will be available on the Switchpay Portal that includes the list of Transactions processed using the Solutions and Switchpay Applications, displaying the Customer name associated with the products purchased at your store.
- 54.15 Refunds In accordance with the CPA, the Customer is permitted to return goods purchased from you for various reasons, including where the goods are returned as a result of direct marketing, quality concerns, not meeting the description or specification, or being unsuitable for the intended purpose. In such cases, you are obligated to notify us immediately and process the refund immediately.
- 54.16 You agree to indemnify and hold us and the Alternative Service Provider harmless against any Losses, expense, damage, or claim arising as a result of the following circumstances:
- 54.16.1 your failure to notify us immediately of any refund requests received from the Customer;
- 54.16.2 the Customer failing to meet its obligations to the Alternative Service Provider or us; or
- 54.16.3 your failure to deliver the purchased products or fulfil your obligations to the Customer.
- 54.17 If any of the above events occur then we reserve the right to deduct any Losses incurred from any outstanding credit owing to you.
- 54.18 Loans processed Nedbank as the Credit Provider
- 54.18.1 Where Nedbank is the Credit Provider and the Customer wishes to return goods purchased. You agree to process refunds as instructed by us and as directed on the Switchpay Portal. If the Customer returns the goods to you within 45 days from the date of inserting the one-time pin into the Card Acceptance Device, the Customer will receive the refund of the purchase price from the Credit Provider and you are not required to refund the purchase price to the Customer. However, if the Customer returns the goods after the 45-day period, you are required to directly refund the Customer the purchase price by processing the refund on your Card Acceptance Device.
- 54.19 Queries: Any query regarding Settlement and/ands and complaints can be addressed by contacting the Switchpay Contact Center. All other queries can be addressed to us by contacting our Contact Center.

55	QR CODE PAYMENTS
55.1	MASTERPASS SOLUTION
55.1.1	You are granted a non-assignable and non-exclusive license to use the MasterPass Solution which will allow you to accept MasterPass as a Payment Instrument subject to the terms herein.
55.1.2	By using the MasterPass Solution you hereby agree to process MasterPass Transactions in accordance with the Card-Not-Present Acquiring Service Terms.
55.1.3	The Process: Customers will use MasterPass to scan a QR Code or manually input the numeric code linked to the QR Code to perform a Transaction for the payment of goods and services purchased from you. When processing a MasterPass Transactions on a Card Acceptance Device, the Transaction must be completed with a CDCVM.
55.1.4	All MasterPass Transactions are processed as Card-Not-Present Transactions.
55.1.5	All Transactions will be authenticated either by 3D Secure, "AMT" or any other acceptable authentication method as implemented by a mobile application provider.
55.1.6	You must procure a compatible Card Acceptance Device from us to process MasterPass Transactions.
55.1.7	You must at your own cost provide telecommunications connectivity and data to facilitate the MasterPass Solution.
55.1.8	We may require you to offer certain rewards to your Customers who use MasterPass as a payment method and you hereby agree to cooperate with us fully in order to implement these rewards offerings and any associated campaigns.
55.1.9	The Issuing Bank will Authorise the Transaction. You hereby agree to dispatch the goods and services once Authorisation is provided in accordance with your delivery policy.
55.1.10	You may reverse a Transaction, but it is not possible for you to process a refund using the MasterPass Solution.
55.1.11	You will be given access to the MasterPass online platform and you must exercise the necessary skill and care and not allow any unauthorized persons to access the MasterPass online platform.
55.1.12	There is no maximum Transaction amount for MasterPass Transactions. We may impose Transaction limits at any time.
55.1.13	Contact: Any product query, technical failure and settlement, Fees dispute and complaints can be raised by contacting our Contact Center.
56	Layby:
	Please contact your account manager or our Contact Center for further information if you are interested in making use of our layby Solution provided through Switchpay.
C.	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.
57	GENERAL
57.1	You may accept Gift Cards and/or Loyalty Cards from Customers on the Card Acceptance Device upon receiving confirmation of pricing and special terms from us and activation of the Card Acceptance Device. 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.
57.2	By accepting Loyalty Cards as Payment Instruments, you undertake the following:
57.2.1	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;
57.2.2	ensure that the Customer details on the Gift and Loyalty Card System 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;
57.2.3	advise us immediately should the information captured on the Gift and Loyalty Programme Setup Form change;
57.2.4	attend to all queries from Customers;
57.2.5	safeguard all Personal Information and Data recorded in respect of the Gift Card Programme and/or Loyalty Card Programme;
57.2.6	assist Customers with balance enquiries or refer the Customer to the Gift and Loyalty Portal; and
57.2.7	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.
58	LOADING GIFT CARDS AND LOYALTY CARDS
58.1	Gift Cards: 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 the Hardware, we will update the monetary balance on the Gift Card with the amount processed by you on the Card Acceptance Device.
58.2	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.

- 58.3 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.
- 58.4 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 rules.
- 58.5 Loyalty Customers will redeem loyalty rewards by swiping, tapping or providing the token number off 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.

59 PROCESSING GIFT CARD AND LOYALTY CARD TRANSACTIONS

- 59.1 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:
- 59.1.1 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 the Hardware; and
- 59.1.2 you must obtain Authorisation for all Gift Card and/or Loyalty Card Transactions.
- 59.2 Once Authorisation has been obtained, you must provide the Customer with a Transaction Voucher and dispatch the goods and/or services to the Customer.
- 59.3 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.
- 59.4 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.
- 59.5 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 Transaction Voucher as proof of the balance on the Gift Card.
- 59.6 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).

60 AUTHORISATION

Authorisation must be obtained in accordance with the Authorisation procedure detailed in Card Present Terms.

61 SETTLEMENT

- 61.1 Settlement of Gift Card and Loyalty Card Transactions will be processed in accordance with the Gift and Loyalty Programme Set Up Form.
- 61.2 In the case of an Adumo Payments 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:
- 61.2.1 process a debit from your Nominated Bank Account for the load or reward value per the Transaction request received; credit the Float Account with the amount processed by you on the Card Acceptance Device and update the available balance on the Card; and
- 61.2.2 process a debit from the Float Account for the redemption value per the Transaction request received, credit your Nominated Bank Account with the amount processed by you on the Card Acceptance Device and update the available balance on the Card.
- 61.3 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:
- 61.3.1 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
- 61.3.2 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).
- 61.4 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.

62 DISPUTES AND QUERIES

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.

63 PROGRAMME OWNER TERMS

These Terms will only apply when you are the Programme Owner of the Loyalty and Vouchering Solution.

- 63.1 You hereby appoint us to manage the following responsibilities in respect of the Solution, as selected on the Gift and Loyalty Programme Setup Form, on your behalf:
 - 63.1.1 Branding and Artwork;
 - 63.1.1.1 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.
 - 63.1.1.2 You understand and agree that the Gift Cards and Loyalty Cards will be co-branded with our trademark and/or trade names.
 - 63.1.2 Printing of Gift Cards and/or Loyalty Cards:
 - 63.1.2.1 We will print Gift Cards and/or Loyalty Cards in accordance with the specification selected on the Artwork Order Form.
 - 63.1.3 Delivery:
 - 63.1.3.1 You shall stipulate the number of Gift Cards and/or Loyalty Cards you wish to purchase on the Artwork Order Form.
 - 63.1.3.2 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 payment of the Fees. Fees will be paid by debit order. Ownership and the risk of loss or damage in such Cards will pass to you on the date of delivery.
 - 63.1.3.3 the signage poster will be delivered to you on the date agreed upon between the Parties.
 - 63.1.4 Activation and enablement:
 - 63.1.4.1 We will issue you with a unique username and password to access the Gift and Loyalty Card Portal ("Adumo Engage"); and
 - 63.1.4.2 enable the Card Acceptance Device to process Gift Cards and/or Loyalty Cards, as selected on the Gift and Loyalty Programme Setup Form.
 - 63.1.5 Allocation of value and management of Card balances
 - 63.1.5.1 we will, on the date agreed upon between the Parties:
 - 63.1.5.2 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;
 - 63.1.5.3 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;
 - 63.1.5.4 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
 - 63.1.5.5 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.
 - 63.1.6 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.
 - 63.1.7 Training: We will provide you with training on the use of the Gift Solution and Vouchering Solution.
 - 63.1.8 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.
 - 63.1.9 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.
 - 63.1.10 Lost, stolen and expired Gift Cards and/or Loyalty Cards
 - 63.1.10.1 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.
 - 63.1.10.2 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.

- 63.2 The expiry date for Cards is specified in the Gift and Loyalty Programme Setup Form. We shall electronically deactivate expired Cards.
- 63.3 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.
- 63.4 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.
- 63.5 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.
- 63.5.1 Reports On The Gift And Loyalty Card Portal
- 63.5.1.1 We shall, for the entire duration of the Solution make available to you, via the Gift and Loyalty Card Platform, or as otherwise advised, the reports which include the following information:
- 63.5.1.1.1 details of Card Transactions processed;
- 63.5.1.1.2 details of all participating merchants;
- 63.5.1.1.3 details of balances on each activated Gift Card and/or Loyalty Card; and
- 63.5.1.1.4 details of registered Customers.
- 63.5.1.2 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.
- 63.5.1.3 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.
- 63.5.2 Termination
- 63.5.2.1 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.
- 63.5.3 Adumo Payments Owned Scheme
- 63.5.3.1 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.
- 63.5.3.2 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.
- 63.5.3.3 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.
- 63.5.3.4 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.
- 63.5.3.5 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.
- 63.5.4 Breakage: You agree to the Breakage split as specified in the Gift and Loyalty Programme Setup Form.

D. VALUE ADDED SOLUTIONS

64 ADUMO REWARDS COMMUNITY

64.1 GENERAL

- 64.1.1 These Terms enable you to accept the Adumo Rewards Card as payment for goods and/or services purchased from you.
- 64.1.2 You may not require identification from a Customer as a condition of sale, unless fraud is suspected or there is a regulatory requirement.
- 64.1.3 You agree to honor all valid Adumo Rewards Cards that are properly presented for payment and not discriminate against Adumo Rewards Cards when Customers pay for goods and services purchased from you using an Adumo Rewards Card as a Payment Instrument. Examples of discrimination include but is not limited to the following: requiring Customers to pay a surcharge for the goods and services purchased using a Adumo Rewards Cards and introducing different rules for payments with an Adumo Rewards Card.

- 64.1.4 The Card Acceptance Device may prompt the Customer to enter a PIN, at which time the Customer must be provided with an opportunity to enter their PIN. Once a correct PIN has been entered (if required), the Transaction will be routed to the Issuing Bank for Authorization.
- 64.1.5 You must obtain Authorisation for all Transactions.
- 64.1.6 You agree to only request Authorisation at the time of and for a particular Transaction by inserting the Adumo Rewards Cards into the Card Acceptance Device, or tapping the Adumo Rewards Cards (for contactless enabled Adumo Rewards Cards) on the Card Acceptance Device.
- 64.1.7 Once Authorisation is granted, you must dispatch the goods or deliver the service within the time stipulated in your delivery policy or terms and conditions.
- 64.1.8 You may not split or disguise a Transaction with the intention not to obtain Authorisation.
- 64.1.9 You may not accept defaced or expired Adumo Rewards Cards.

64.2 SETTLEMENT

- 64.2.1 We will settle you the value of all Transactions processed by you.
- 64.2.2 Any payment not reflected in your Nominated Bank Account must be queried within 7 (seven) days of the date of settlement. This means that you must reconcile your accounts at least once a week.
- 64.2.3 We reserve the right to apply Net Settlement at our sole discretion.

64.3 CHARGEBACKS

- 64.3.1 **All valid Chargebacks will be debited from your Nominated Bank Account. The Chargeback rules set-out in the Acquiring Solution Terms will be applicable to Transactions processed using a Adumo Rewards Card.**
- 64.3.2 **You may not demand that the Customer waive their right to dispute a payment.**
- 64.3.3 **By participating in the Adumo Rewards Community, you agree to indemnify Adumo against any losses howsoever arising, including losses that arise from a disputed Transaction and/or Chargeback, where such losses result from your non-compliance with the Merchant Agreement or Rules.**

64.4 REFUNDS

The Refund rules set-out in the Acquiring Solution Terms will be applicable to Refunds processed on the Adumo Rewards Card.

E. HARDWARE SOLUTION

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

65 DELIVERY OF HARDWARE

- 65.1 The Hardware will be delivered to the Premises and installed on a date agreed to between the Parties.
- 65.2 The Software will already be installed on your Hardware at the time of delivery.
- 65.3 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 Application Form to you for signature at the time of delivery.
- 65.4 By signing the delivery certificate attached to the Application Form, you confirm that the Hardware is received in good working order.
- 65.5 You agree that if you fail to sign the delivery certificate within 5 (five) Business Days from date of delivery, you will be deemed to have accepted the Hardware delivered to you.
- 65.6 At the time of delivery, the Parties shall physically inspect the Hardware delivered and you shall not be obliged to take delivery of any excess Hardware or where the Hardware packaging is noticeably damaged, Hardware subject to a rental term may be new or used.
- 65.7 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.

66 TRAINING

We will provide training on fraud mitigation and the use of the Hardware during installation. Training materials will be provided to you. It is your responsibility to familiarise yourself with such material.

67 RISK

- 67.1 **The risk of loss or damage to all Hardware will pass to you on the date of delivery.**
- 67.2 **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.**

68 PAPER ROLLS

- 68.1 We will provide you with paper rolls for use on the Hardware in exchange for the Fees specified in the Fees Schedule
- 68.2 You will be required to pay a delivery Fee as specified in the Fees Schedule, if you require us to deliver paper rolls to your Premises.

69	COMMUNICATIONS INFRASTRUCTURE
69.1	We are not the provider of Communication Services. You appoint us to RICA the SIM Card to be inserted in and utilised with the Card Acceptance Device on your behalf. SIM cards may not be removed from the Card Acceptance Device or be used for any purposes other than for processing of Transactions on the Card Acceptance Devices provided by us to you.
69.2	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.
70	RENTED HARDWARE
70.1	When selecting the Hardware on the Application Form, you acknowledge that you have reviewed and familiarised 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.
70.2	Your interest in the Hardware shall be as beneficial possessor, upon you taking delivery of the Hardware and you shall not during or after termination of this Merchant Agreement become owner of the Hardware.
70.3	You shall ensure that the Hardware is not encumbered by operation of Law or otherwise.
70.4	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.
70.5	You shall:
70.5.1	not remove the Hardware from the Premises without our written consent and you indemnify us for any Losses we incur as a result of your non-compliance;
70.5.2	maintain Hardware in good and proper working order;
70.5.3	acquire and install lightning or power surge protection and other safety or protection devices as we may reasonably require.
70.5.4	Insurance
70.5.5	You shall comprehensively insure the Hardware against all risks for their full replacement value from the date of delivery to the date it is returned to us and shall maintain such insurance for the duration of these Terms, and provide us with confirmation upon request. Please contact our Contact Center to determine the value against which the Hardware must be insured.
70.5.6	In the event of any damage being caused to the Rented Hardware for any reason whatsoever, reasonable wear and tear excluded, you agree to immediately notify us in writing. You shall be liable for the costs of the repairs and/or replacement of the damaged Hardware.
70.5.7	You agree to display any material provided by us, including, without limitation, materials of the Card Associations and any rules and regulations associated with the acceptance of Payment Instruments.
70.5.8	In the event that the Card Acceptance Device fails to process or complete a Transaction, for any reason whatsoever, you shall immediately inform us.
70.5.9	Show and loan Hardware Devices will be rented for the period specified in the Application Form and will not be subject to a renewal term.
71	PURCHASED HARDWARE
71.1	OWNERSHIP
	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 Fees Schedule. The Purchased Hardware will include Base Software, which will remain accessible to you even after the termination of the Merchant Agreement. You may not sell, let or transfer the Card Acceptance Device nor cede any of its rights in terms of the Merchant Agreement to a third party. It should be noted that post termination of the Merchant Agreement, no updates or upgrades of your Base Software will be available to you, which may result in you being non-compliant with PCI, vulnerable to third party infringement and Data Compromise.
71.2	WARRANTY
71.2.1	During the first 60 (sixty) days from the date of delivery ("Warranty Period"), we will correct any defective or faulty Card Acceptance Device at no further cost to you, provided the defect or fault does not arise from an Excluded Incident.

- 71.2.2 We warrant that the Card Acceptance Device shall be of good quality and workmanship and shall operate substantially in accordance with its associated Documentation throughout the Warranty Period. Should the Card Acceptance Device fail to operate in accordance with the Documentation, you may notify us in writing identifying the affected item of Card Acceptance Device 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 Card Acceptance Device and either repair or replace the defective item at no further cost to you.
- 71.2.3 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.
- 71.2.4 The warranty will only apply to a Card Acceptance Device that is supported and maintained by us (and not a third party) during the first 60 (sixty) days from the date of delivery.

72 HARDWARE: SUPPORT AND MAINTENANCE SERVICES

72.1 RENTED HARDWARE

- 72.1.1 We will provide Support Service for rented Hardware. Support Services will include resolving incidents in respect of the Solution in accordance with the service levels (which may be obtained by contacting our Contact Centre), providing operational trouble-shooting advice on the use of the Solution and the maintaining the Solution, including providing Updates and/or Upgrades to the Software.
- 72.1.2 We will provide Support Services by way of any one or combination of the following, as determined by us in our reasonable discretion:
- 72.1.2.1 by telephone or remote access;
- 72.1.2.2 on-Premises where remote support has proved ineffective;
- 72.1.2.3 by referring the incident to the licensor/manufacturer of the Hardware and/or Software;
- 72.1.2.4 by de-installing affected items of Hardware, removing them to our repair facility, resolving the incident, returning the item of Hardware to Premises and re-installing it.
- 72.1.3 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.
- 72.1.4 All repairs required due to negligence will be conducted at your costs.
- 72.1.5 Exclusions: Support Services shall not include:
- 72.1.5.1 the supply or replacement of expendable and consumable items;
- 72.1.5.2 the customisation of Software and/or the provision of Updates and/or Upgrades and/or New Releases to customised Software;
- 72.1.5.3 on-site Support Services, other than as otherwise explicitly agreed to in writing between the Parties;
- 72.1.5.4 relocation of the Solution or the network within or outside of the current Premises;
- 72.1.5.5 defects or faults arising from the following Excluded Incidents:
- 72.1.5.5.1 you failing to maintain an appropriate Environment and/or operate, use or store the Hardware in accordance with the instructions specified in the Documentation;
- 72.1.5.5.2 Hardware being altered, adjusted, modified, repaired, installed, configured and/or commissioned by anyone other than us;
- 72.1.5.5.3 external factors including Force Majeure or failure or fluctuation of electrical power or any telecommunications service;
- 72.1.5.5.4 theft, vandalism, accidents, misuse, negligence or failure by you to follow instructions for the proper use of the Hardware;
- 72.1.6 Destructive Elements;
- 72.1.6.1 your failure to acquire and install any Update or Upgrade to the Software, and/or in respect of the Solution, specified by us from time to time; and
- 72.1.6.2 the relocation of the Hardware from its designated location at the Premises by persons other than us.
- 72.2 Purchased Hardware Support Services:
- 72.2.1 We offer Support Services for Purchased Hardware which is optional and subject to payment of additional Fees specified in the Fees Schedule.
- 72.2.2 We shall not be responsible to maintain or update the Base Software if you choose not to use our Support Services or if our agreement with the third-party support and maintenance provider is terminated. In such case, you agree to assume all risk and liability that may arise from your continued use of the Purchased Hardware.
- 72.2.3 We recommend that you contract directly with the service provider for any such services.
- 72.2.4 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 for the duration of the Merchant Agreement.

DEFINITIONS		
	Definitions	
1.	"3D-Secure"	means an additional security layer for Card-Not-Present Transactions. 3D-Secure improves Card-Not-Present Transaction performance and provides the ability to authenticate Customers during an online purchase, thus reducing the likelihood of fraudulent usage of Payment Instruments.
2.	"Acquiring Bank"	means Nedbank Limited, Registration Number: 1951/000009/06, a licensed financial services provider (FSP9363) and registered credit provider (NCRCP16) which partner with us to provide you with the Acquiring Solution or any other bank as advised from time to time.
3.	"Acquiring Solution"	means the services rendered by us and the Acquiring Bank to you, whereby the agreement shall be between you, us and the Acquiring Bank, as further described in the Acquiring Solution Terms.
4.	"Activation"	means the act or process that we perform to enable the Solution for your use.
5.	"Adumo Online"	means Adumo Online (Proprietary) Limited, a company duly incorporated under the laws of the Republic of South Africa with registration number 2013/025842/07, with its registered address at Unit 207, Block 2, Northgate Park, Cnr Section Street and Platinum drive, Brooklyn, Western Cape, 7405, South Africa.
6.	"Adumo Payments", "us" and/or "we"	means Adumo Payments (Proprietary) Limited, registration number 2015/427833/07, a private company established in accordance with the Laws of South Africa, and its duly authorised agent.
7.	"Adumo Payments Owned Scheme"	means the structure where we are responsible for collecting and managing Customer float balance and for settlements as specified in the Gift and Loyalty Set-Up Form.
8.	"Adumo Technologies"	means Adumo Technologies (Proprietary) Limited, registration number 2000/029811/07 a private company established in accordance with the Laws of South Africa, and its duly authorised agent;
9.	"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.
10.	"Adumo Rewards Card"	means all "Innovation Rewards, awardscard, Paycentral and MyKudosh Cards, and other corporate gift cards that may be used as a Payment Instrument as advised by us from time to time that form part of the Adumo Rewards Community.
11.	"Adumo Rewards Community"	means the merchants who choose to participate in the Adumo Rewards Cards program and accept Adumo Rewards Cards as a Payment Instrument.
12.	"Aggregation"	means the service performed by an entity or person that accepts Cards from any other person/entity as a regular feature of that person's business, for purposes of making payment on behalf of that person/entity to a third person to whom that payment is due. The term "Aggregator" will be construed accordingly.
13.	"Alternative Service Providers"	means the third parties each being cited in the Terms who have duly authorised us to enter into a Merchant Agreement in respect of the Solutions offered by them, including the Acquiring Bank. The terms of the Solutions will be recorded in the Terms.
14.	"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;
15.	"Application Form"	means the document used to apply for Solutions and which must be completed and signed by you.
16.	"Authorisation"	means the process whereby we request approval of a Transaction from an Alternative Service Provider or Issuing Bank. Upon receipt of an approval or decline message, we will communicate the message to you.
17.	"Authorised Representatives"	means the individuals who are granted the legal authority to act on behalf of a Party to the Merchant Agreement.
18.	"Base Software"	and excludes the operating system and kernel hosted on the Hardware.
19.	"Batch"	means a series of electronic financial Card Transactions in a Settlement.
20.	"Boodle"	means the BNPL Solution provided by the Alternative Service Provider Boodle (Pty) Limited.
21.	"Boodle (Pty) Limited"	means Boodle Proprietary Limited, a private company with limited liability duly incorporated under the laws of South Africa, with registration number 2010/020539/07; a Registered Credit Provider NCRCP5361.
22.	"Bluetooth Printer"	means Hardware provided by us with Bluetooth technology used to print Transaction Vouchers.

23.	"BNPL Solutions"	means an interest free on-demand product provided by the various BNPL providers Adumo have contracted with that allows a Customer who purchases goods and services from you and only pay a portion of the purchase amount at the time of purchase. The remaining amount will be payable in equal interest-and fee-free payments over the following months. The BNPL Solutions include MoreTyme, Boodle and Switchpay.
24.	"BNPL" Transaction Fee"	means the processing fee per Transaction applicable to the BNP Solution, payable by you and as described in the Fees Schedule.
25.	"Breakage"	means the remaining balance on a Gift Card or Loyalty Card which is not redeemed before it expires or is lost.
26.	"Business Day"	means each day of the week, excluding Saturdays, Sundays and gazetted public holidays.
27.	"Buy Aid"	means Bsmart, IEMAS, Koopkrug, Samba, Pretorium and such other buy aid organisations as included from time to time.
28.	"Buy Now Pay Later (BNPL) Alternative Service Provider"	means the third parties who have authorised us to allow you to accept their buy now pay later products as a means of payment for goods and services, which includes TymeBank, Switchpay (Pty) Limited and Boodle (Pty) Limited.
29.	"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, which Card is required to execute the Transactions contemplated herein.
30.	"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.
31.	"Card Associations"	means the card associations supported by us as communicated from time to time for the purposes of processing Transactions which include at minimum, Visa, Mastercard, and American Express. Some Card Associations may require a separate, additional agreement to be entered into with you as advised by us from time to time.
32.	"Card-Not-Present Acquiring Service"	means the services rendered by us, Adumo Online and the Acquiring Bank which include the switching of Card-Not-Present Transactions, between the Customer and the Acquiring Bank as well as the Clearing services performed by the Acquiring Bank.
33.	"Card-Not-Present Transaction"	means a Customer initiated online Transaction for the payment of goods and/or services purchased online from you, where neither the Customer nor the Card is present at the time of purchase.
34.	"Customer"	means the person, who uses the Payment Instrument to make payment for goods and services provided by you, or a person who utilises or purchases a Gift Card or Loyalty Card as applicable.
35.	"Card Issuer"	means any entity legally entitled to issue Cards that are acceptable to the Acquiring Bank and us.
36.	"Cashback Without Purchase"	means a Transaction by a Customer on the Card Acceptance Device whereby cash is paid out to the Customer without the purchase of goods or services. Also referred to as cash withdrawal.
37.	CAVV/AAV/ "AEVV"	means the Customer Authentication Verification Value (CAVV), the Accountholder Authentication Value (AAV), and the American Express Verification Value (AEVV), are the values that allows Visa, Mastercard and American Express to validate the integrity of the Visa Secure, "Mastercard Identity Check" and "American Express safekey transaction" data. These values are passed back from the issuer to the merchant after the authentication has taken place. You then integrate the CAVV/AAV/AEVB value into the Authorisation request using the purchase or pre-Authorisation with 3-D Secure Card-Not-Present Transaction type.
38.	"CDCVM"	means a Consumer Device Customer Verification Method which is a verification method used to ensure that the Customer is authorised to perform the Transaction using MasterPass (i.e. a one-time pin).
39.	"Chargeback" or "Chargedback"	means a Transaction which is disputed by a Customer and returned to the Merchant in accordance with the Rules.
40.	"Chargeback Period"	means 180 (one hundred and eighty) days starting from the date of a Transaction (and in respect of a UPI Card Transaction, 365 (three hundred and sixty five) days starting from the date of a Transaction) or the date on which the goods or services were provided (whichever is later).
41.	"Chip Card"	means a plastic card embedded with an integrated circuit, or chip, that communicates information to a Card Acceptance Device, depending on the risk parameters on the Card and Card Acceptance Device.

42.	Clearing and Settlement"	means the services rendered by the Acquiring Bank whereby the Acquiring Bank clears and settles payment to you.
43.	"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.
44.	"Clientzone"	means the secure portal that we make available to you where you can view details of the Transactions processed by you.
45.	"Committed Monthly Swipe Value Rand Amount" or "SVRA"	means the sum total rand value amount of Card Transactions which you undertake to process through us on a monthly basis as specified in the Fees Schedule, in order to qualify for subsidised Fees.
46.	"Communication Services"	means telecommunication services for example digital subscriber line (DSL), leased line, satellite solution, 3G solution or Global System for Mobile Communication (GSM).
47.	"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, including the Merchant Agreement.
48.	"Contactless Card"	means a Chip Card with additional functionality, which is able to make a Contactless Payment.
49.	"Contactless Payment"	means a Card Transaction made below the contactless Card Transaction limit whereby the contactless Card is touched against a contactless Card Acceptance Device or within close proximity of the contactless Card Acceptance Device; commonly known as 'tap and go'.
50.	"Consumer"	means a natural or juristic person who is deemed a consumer in terms of the CPA.
51.	"Contact Center"	means our customer support center, telephone number 086 111 1665, which is available between 8am – 5pm on weekdays. Call centre: support@adumo.com – for all device related issues or general enquiries FinOps: finops@adumo.com – for all recon or settlement queries Debtors: debtors@adumo.com – for all billing queries Account Managers: accountmanager@adumo.com – for all account management queries Cancellations: cancellations@adumo.com – for all cancellations Sales: sales@adumo.com – for new sales applications or sales enquiries
52.	"CPA"	means the Consumer Protection Act 68 of 2008, as amended.
53.	"CPI Rate"	means the South African Consumer Price Index escalation over the average of 12 (twelve) months, preceding the anniversary of the Effective Date.
54.	"Credit Provider"	means the meaning assigned in the National Credit Act no 34 of 2005;
55.	"CVV2/CVV/CVC2/4 DBC"	CVV2, CVC2 and 4DBC are card verification codes for Visa, Mastercard and American Express respectively. For American Express the code is a four-digit number on the front of the Card above the account number. For Visa and Mastercard, the code is a three-digit number that appears on the back of the card. A CVV2, CVC2 or 4DBC number is printed only on the Card, it is not contained in the Magnetic Stripe information, nor does it appear on Transaction Vouchers or statements.
56.	"Data"	means any facts and/or information, including personal facts and information as defined in the ECTA, POPIA and any other legislation; regulations; Card Association rules and industry requirements, relating to the protection of facts and information stored, collected, collated, accessed, received, recorded, modified, retrieved, altered, used and/or processed.
57.	"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.
58.	"Data Subject"	means the person to whom the Personal Information relates.
59.	"Debit Card"	means a Card giving online access via the Card Acceptance Device to the Customer's bank account, allowing an immediate debit to this account of the full Transaction amount.

60.	"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.
61.	"Documents" or "Documentation"	means an electronic guide describing the functionality and intended operation of Hardware and Software.
62.	"ECI"	means Electronic Commerce Indicator. It is a value returned by the Card Association indicating the outcome of authentication attempted on Card-Not-Present Transactions enforced by 3DS.
63.	"Effective Date"	means the earliest date determined by either: (i) the date we confirm your Activation; or (ii) the date you start using the Solution.
64.	"EMV"	is the abbreviation for Europay, Mastercard and Visa, which enables Card Issuers, retailers and Customers to use Chip Cards and Card Acceptance Devices with added security.
65.	Enhancements	means any changes, additions, modifications, Updates, Upgrades, or addition of new products or features to Your System.
66.	"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.
67.	"Fallback Card Transaction"	means a Card Transaction that takes place when a chip and PIN Card is swiped through the magstripe of the Card Acceptance Device instead of being inserted into the Card Acceptance Device to read the chip data.
68.	"Fees"	means any and all costs as stipulated in each Fees Schedule which include but are not limited to the fixed monthly costs, and the transaction fees, exclusive of VAT payable by you to us in respect of the Solutions.
69.	"Fees Schedule"	means the document which governs the Fees associated with each Solution you select.
70.	"FICA Documentation"	means the documentation required by us in terms of the Financial Intelligence Centre Act, 38 of 2001.
71.	"Float Account"	means the account opened and managed by us into which all Gift Card and Loyalty Card values are settled.
72.	"Floor Limit"	means the maximum amount allowable before an Authorisation is required.
73.	"Force Majeure"	means "Acts of God", load-shedding, power outage/failure, national blackout; pandemic; illegal strikes; civil strife, riots, sabotage, insurrection, acts of war or public enemy, illegal strikes, combination of workmen, interruption of transport, lockouts, interruption of essential services from public utilities (including electricity, water and sewerage), prohibition of exports, inability on our part due to Force Majeure to access a Solution from our suppliers (including telecommunications suppliers), rationing of supplies, flood, storm, fire, and includes acts or omissions of any government authority (but, specifically excluding your acts or omissions if you are a government authority) or any other circumstances beyond our reasonable control.
74.	"Fraudulent Transaction"	means any Transaction which, in terms of the common Law or Rules is regarded as fraud and includes Transactions made by anyone who is not the authorised Customer, or someone Authorised by the Customer.
75.	"General Terms of Use" or "Terms"	means these terms and conditions governing the overall relationship between the Parties in relation to the Solution.
76.	"Gift Card"	means a plastic card with a magnetic strip and unique card number, that enables a Gift Card and/or Customer to purchase goods and services from you.
77.	"Gift and Loyalty Card Portal"	means the secure web-based portal ("Engage Portal"), which can be utilised by you to access, review and manage the Gift Card and/or Loyalty Card Programme.
78.	"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.

79.	"Gift and Loyalty Programme Set-up Form"	means the form completed by you containing the specifications for the Loyalty Solution or Vouchering Solution including the Artwork Order Form.
80.	"Hardware"	means any equipment provided by us to you as more fully described in its associated Hardware Terms.
81.	"Hosted Payment Page"	means an Adumo Online web page that is used by you to facilitate the processing of Cards for the payment of goods and/or services purchased from you.
82.	"Imprint"	means the transfer of Customer data from an embossed Card, taken with an imprinter or equipment provided by us.
83.	"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.
84.	"Invalid Transaction"	means any Transaction that is non-compliant with the Rules as described in the Acquiring Solution Terms.
85.	"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 (with computer software) and a Card Acceptance Device as described in your Application Form.
86.	"International Card"	means a Card issued by a foreign Issuing Bank and therefore not governed by local interchange regulations.
87.	"Issuing Bank"	means the bank that issues Cards.
88.	"Installation, Activation and Fraud Training Fee"	means the charges specified in the Fees Schedule for setting up the Card Acceptance Device to enable you to start accepting payments and training to assist you to prevent fraudulent Transactions.
89.	"iVeri Software"	means the iVeri software, distributed by Nedbank, which is a payment authorisation system.
90.	"Laundering"	means the presentation of Transaction Vouchers that did not result from an act between the you and your Customer, or an activity where an entity unknown to us processes payments through the facilities provided by us.
91.	"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.
92.	"Liability Shift"	means that the Issuing Bank will not be in a position to chargeback a Card Transaction to you, subject to you complying with all EMV conditions and processes as stipulated herein.
93.	"Loan Application"	means the Customer's application for a Purpose-Based Loan from an Alternative Service Provider, initiated by the Customer and processed through us, intended for the Customer to purchase goods or services from you.
94.	"Losses"	means any and all damages, fees, costs, charges, Chargebacks, expenses, instructions, commitments, disputes, claims, defences, taxes (local or foreign), fines and penalties imposed upon or incurred by a Party, howsoever arising in connection with the other Party, its employees and/or its third-party service providers actions or omissions.
95.	"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 Merchants.
96.	"Loyalty Solution"	means the services we provide to you to enable you to accept Loyalty Card as a Payment Instrument.
97.	"Magnetic Stripe"	means a strip of magnetic tape affixed to the back of a Card containing basic Data such as the account number and the Customer's name.
98.	"Manual Card Transaction"	means a Card Transaction where the Card is present and an Imprint of the Card details needs to be recorded.
99.	"Manual Entry"	means the keying of a Card number into the Card Acceptance Device to process a Card Transaction without inserting the Card into, or swiping the Card through the Card Acceptance Device.

100.	"MasterPass"	means MasterPass™, a digital storage facility, on a smart phone, where payment information such as the Customer's Card number and expiration date, and other information is stored.
101.	"Masterpass Enabled App"	means an application installed on a Card Acceptance Device which allows a Merchant the option to offer a payment mechanism to Customers whereby a Customer can make payment by scanning a QR Code on the Card Acceptance Device, or by the Merchant capturing a MasterPass reference number on the Card Acceptance Device.
102.	"Mastercard Global Wholesale Travel Card"	means a virtual Payment Instrument that qualifying merchants in the travel industry accept for business to business payments.
103.	"Mastercard Global Wholesale Travel Card Levy"	means the charges, calculated as a percentage of the Transaction value, that are payable for processing Transactions with a Mastercard Global Wholesale Travel Card.
104.	"MasterPass Merchant Portal"	means the interface accessed via a browser that you can use to view MasterPass Transactions and access reports on MasterPass Transactions.
105.	"MasterPass Solution"	means a service provided to you by us, allowing you to accept payment from Customers using the MasterPass Enabled App to perform and to access the MasterPass Merchant Portal.
106.	"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.
107.	"MATCH"	means the fraud system which lists high risk merchants which we use to aid in an onboarding decision.
108.	"Merchant Agreement"	means these Terms, Fees Schedule, including the Application Form, FICA schedule, the suretyship agreement (if applicable) and any other appendix thereto entered into between the Parties.
109.	"Merchant Supervisor PIN"	means the card(s) or PIN(s) issued by us to you that give(s) you access to the supervisor functions on the Card Acceptance Device.
110.	"MID"	means the "merchant identification number", the number that we allocate to you.
111.	"Minimum Merchant Fee" or "MMF"	means the MMF set out in the Application Form and Fees Schedule that must be paid to us monthly. Should the Transaction Fees payable by you to us be less than the MMF, we will increase the Transaction Fees amount payable to us to be equal to the MMF. Should the Transaction Fees payable by you to us exceed the MMF, you will not be required to pay us the MMF.
112.	"MoreTyme"	means an interest free on-demand product provided by TymeBank Limited (registration number 2015/231510/06) that allows a Customer who purchases goods and services from you to only pay a portion of the purchase amount at the time of purchase. The remaining amount will be payable in equal interest-and fee-free payments over the following months.
113.	"MOTO"	means a "Card-Not-Present transaction", also known as a Mail Order/Telephone Order Transaction where there is a Card Transaction but the Customer does not physically present the Card to you, these MOTO transactions include Card Transactions made via the telephone, mail order and/or over the internet.
114.	"Net Settlement"	means settlement by way of a single transaction, the gross value of the goods, services and/or facilities supplied by you less the Fees payable by you and less any reversals.
115.	"Nominated Bank Account"	means the bank account nominated by you as set out in the Application Form for the purposes of the Acquiring Solution.
116.	"Our System"	means the information technology systems and networks (connected between its entry and exit points), used by us to provide the Solution to you and include computer equipment, routers, switches, firewalls, cabling, servers, and any other hardware, software or infrastructure associated therewith.
117.	"Paper Rolls"	means the small rolls of paper that are inserted into a Card Acceptance Device for the purpose of printing Transaction Vouchers after a Transaction has been completed.
118.	"Party"	means the parties that have entered into this Merchant Agreement.
119.	"PASA"	means the Payment Association of South Africa and its successor in title, being the payment system management body as approved by the South African Reserve Bank, who determines the industry requirements applicable to you.

120.	"Payflex"	means a BNPL product provided by Payflex (Pty) Limited, 2017/406318/07, that allows Customers to only pay a portion of the purchase amount at the time of purchase when purchasing goods and services from you. The remaining amount will be payable in equal interest-and fee-free payments.
121.	"Payment Aggregation"	means the service offering where we, (instead of the Acquiring Bank), settle payments due to you (if selected on the Application Form) as described herein.
122.	"Payment Gateway"	means the front-end technology that enables you to accept Cards online from Customers for the payment of goods and/or services; and route Card-Not-Present Transactions to the Bank for Authorisation and settlement;
123.	"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.
124.	"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.
125.	"Personal Information"	means the meaning assigned in POPIA.
126.	"Petrol Card" and/or Fleet Card and/or "Garage Card"	means any card that is issued to be used specifically for purchasing petroleum products and/or repairs and maintenance in the case of a garage card.
127.	"PIN"	means the Personal Identification Number issued to the Customer by the Card Issuer.
128.	"POPIA"	means the Protection of Personal Information Act, No 4 of 2013.
129.	"Premises"	means the premises you described on the Application Form as the case may be, including any branches and other premises of yours at which the Hardware is delivered and installed.
130.	"Privacy Policy"	means our statement that discloses how we deal with your Data and Personal Information available on our Website, Clientzone or on request.
131.	"Programme Owner"	means the entity that appoints us to administer the Gift Solution or Vouchering Solution.
132.	"Purchase With Cashback"	means a Transaction by a Customer on the Card Acceptance Device whereby cash is paid out to the Customer, together with the purchase of goods or services. Also referred to as goods and services with cashback.
133.	"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.
134.	"Purposed Based Loans"	means the service offered by us which facilitates the application for, granting and disbursement to you, of an unsecured loan granted by a Credit Provider to a Customer that must be paid off by the Customer through fixed installments over a fixed term and that complies with the National Credit Act 34 of 2006.
135.	"QR Code"	means a Quick Response Code generated to enable you to process Transactions. It is a machine-readable code consisting of either an array of black and white squares or a linked numeric code, typically used for storing URLs or other information. The QR Code can be a Static QR Code or a dynamic QR Code (a QR Code that is linked to a specific purchase Transaction).
136.	"RCS Card"	means a Card issued by RCS Cards (Pty) Limited, a company registered according to the company laws of South Africa, with registration number: 2000/017891/07 ("RCS").
137.	"Rebate"	means a discount that is offered to a Customer by us, which are subject to certain terms and conditions specified in the Application Form.
138.	"Refund"	means a request to transfer value from your account to the Customer's account. A refund is a credit payment instruction issued by you to credit a Customer's account. For example: Customer returns goods to you, in return for which you credit the Customer for the value of the goods.
139.	"Rented Hardware"	means Hardware that is rented to you by us and of which the ownership remains with us.
140.	"Repair Call Out Fee"	means the fees we charge for attending your Premises in order to resolve an incident.
141.	"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.

142.	"Scheme Owner"	means the entity that collects, holds and manages the Float Account, balances and settlement to participating merchants.
143.	"Secure Code"	means Mastercard 3-D Secure programme.
144.	"Set-Off"	means deducting or offsetting a debt or claim that we are owed by you against any amounts owed by us to you under this Merchant Agreement.
145.	"Services"	means the services provided by us to you as described in the associated Solution Terms.
146.	"Settle" or "Settlement"	means the payment to you of the total value of all valid Transactions processed by you. We may deduct Fees, Refunds and Chargebacks from the settlement amount due to you.
147.	"Software"	means a set of instructions, data or programs used to operate the Hardware and enables the processing of Card payments and excludes the operating system and kernel hosted on the Hardware.
148.	"Solutions"	means collectively the payment solutions offered by us and described herein.
149.	"Solution Term"	means the period in which we will provide the Solution to you as agreed between the Parties in the Application Form.
150.	"Split Shipment"	means a Transaction where a Customer makes a single purchase of multiple goods and the goods are delivered to the Customer in multiple shipments.
151.	"Standalone Hardware"	means the provision of fixed or portable Hardware that enables you to accept Payment Instruments, which may be rented or purchased from us as stipulated in your Application Form, and which is not integrated with other systems.
152.	"Subscription Fee"	means the monthly charges you are required to pay to us for access to and use of each Solution you select on the Application Form and Fees Schedule
153.	"Suitable Communications Infrastructure"	means digital subscriber line (DSL), leased line, satellite solution, 3G-, 4G or 5G solution, fiber or GSM which is suitable to be used by you to communicate data with us.
154.	"Support Service"	means the services provided by us to support and maintain the Hardware as described in the Hardware Terms.
155.	"Surcharge"	means an additional amount charged for a Transaction that is not charged if another payment method is used.
156.	"Switching"	means the routing of Transactions from you to the Acquiring Bank for approval and Settlement.
157.	"Switchpay"	means the service provided by Switchpay (Pty) Limited, Registration number 2017/510509/07
158.	"Switchpay Contact Center"	means the customer support center which can be contacted on 0861 995 008
159.	"Switchpay Management Portal"	means the online platform which provides you with Data in respect of Transactions processed.
160.	"Transaction"	means the use of Payment Instrument to make a payment or otherwise exchange value between you and the Customer.
161.	"Transaction Fees"	means the Fees payable by you when processing a Transaction as selected and agreed by you on the Fees Schedule.
162.	"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.
163.	"TymeBank"	means TymeBank Limited, company registration number 2015/231510/06, TymeBank is an authorised financial service (FSP 49140) and registered credit provider (NCRCP 10774).
164.	"Unauthorised MOTO and Fallback Fee"	means the fee we charge you if you perform a MOTO or Fallback Transaction without obtaining our prior Authorisation.
165.	"Unpaid Debit Order Fee"	Unpaid Debit Order Fee" means the fees that you are required to pay to us for each debit order that is unsuccessful.
166.	"Updates"	means software developed to correct errors or fix bugs in Software, which is installed into the Software being updated.

167.	"Upgrades"	means software developed to improve existing functionality or add limited new functionality to Software, which is installed into the Software being upgraded.
168.	"Verified by Visa"	Means the Visa 3-D Secure programme.
169.	"Vulnerability Management Program"	means the process of identifying, evaluating, treating and reporting on security vulnerabilities in your payment infrastructure and systems in accordance with the PCI DSS requirements.
170.	"Value Added Solutions"	means services that do not form part of the core Solution as further defined in a Solution Terms attached hereto.
171.	"VAT"	means Value Added Tax as defined in the VAT Act, No 89 of 1991.
172.	"Vouchering Solution"	means the services we provide to you to enable you to accept Gift Cards as a payment instrument.
173.	"Website"	means www.adumo.com .
174.	"you" or "your"	means the entity whose name is reflected in the signature space below.
175.	"Your System"	means the information technology systems and networks (connected between its entry and exit points), connected to Our System using the API, to access the Solution and include computer equipment, routers, switches, firewalls, cabling, servers, and any other hardware, software or infrastructure associated therewith.