



## MERCHANT SERVICE TERMS – PAYU PREMIUM 3D SECURE

### 1 INTRODUCTION

- 1.1 By using PayU's Premium 3D Secure (the "**Service**"), you, as the Merchant, agree that you have read, understand and are bound by:
  - 1.1.1 these Merchant Service Terms – PayU Premium 3D Secure ("**Service Terms**");
  - 1.1.2 the Merchant Service Terms - General ("**General Terms**");
  - 1.1.3 the 'Merchant Service Terms – Merchant Acquired Payment Service ("**Merchant Acquired Terms**") or the 'Merchant Service Terms – PayU Acquired Payment Service' ("**PayU Acquired Terms**") as may be applicable;
  - 1.1.4 the provisions of the relevant hardcopy or electronic application form relevant to the Service ("**Application Form**"); and
  - 1.1.5 any notices which may be published under "**Notices**" on the Website from time to time.
- 1.2 Your use of the Service indicates your acceptance of these Service Terms, as read with the General Terms, the Merchant Acquired Terms or the PayU Acquired Terms, as the case may be, and the Application Form which will together constitute a legal agreement (the "**Agreement**") between you and PayU.
- 1.3 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms. In this regard note that, because the Service enables you to receive payments made to you electronically, you are a 'Merchant' for purposes of this Agreement. To the extent that there is any inconsistency between any provision of the General Terms, the Merchant Acquired Terms or the PayU Acquired Terms, as the case may be, and these Service Terms, then these Service Terms shall override the General Terms or the Merchant Acquired Terms or the PayU Acquired Terms, as the case may be, to the extent of the inconsistency.
- 1.4 You may only subscribe for the Service if you are a South African resident, as contemplated by the Income Tax Act of 1962.

## 2 DURATION

The Agreement shall commence with effect from the date of activation of the Service by PayU which date shall not be earlier than the requested commencement date set out in your Application Form and shall endure until either of us terminates it in accordance with the General Terms.

## 3 THE SERVICE

### 3.1 General

3.2 If you utilise our services in terms of our Merchant Acquiring Terms or our PayU Acquired Terms, this Service enables you to receiving online payments from third parties (including but not limited to PayU Payers) via e-commerce enabled payment cards (such as Visa and MasterCard) using a premium authentication service when accepting credit card details online. These Service Terms cater specifically to the provision of premium authentication services (3D Secure).

### 3.3 How the Service Works:

3.3.1 Once a Payer selects pay on the payment page for your goods or services, PayU submits a request to the provider of the premium authentication services, who in turn determines if the Payer's card is enrolled for 3D Secure ("**3D Enrollment Lookup**"). The Payer will then be redirected their issuing Bank's system for authentication. The result of this process is sent to PayU for verification. Depending on your chosen 3D Secure setting (as specified in your Application Form), the request is then forwarded onto either the Acquiring Bank or the transaction is not processed further due to your chosen risk setting.

### 3.4 Your use of the Service:

3.4.1 This Service enables you to elect to switch between standard 3D secure (as described in clause 11.1.4 of the General Terms) and Premium 3D Secure. This feature will be made available to you through our PayU Merchant Portal. You are required to notify PayU in writing of your designated representative(s) that will have access to the Merchant Portal to use this feature. **It is your responsibility to switch to standard 3D Secure and Premium 3D Secure and to keep your username and password secret and secure at all times.** You will not disclose your username and password to any other person. If you are a Legal Entity, you must further ensure that the persons authorised by you to access this feature, do so within the scope of their authority and do not disclose their username and password to any unauthorised person.

3.4.2 **Disclaimer:** Any transactions by Payers during the switching process described in paragraph 3.4.1 above between Standard 3D Secure and Premium 3D Secure may be

negatively impacted and PayU is not liable or responsible whatsoever for such transactions.

#### **4 IMPOSED TRANSACTION LIMITS & DELAYS**

PayU or its authorised service provider reserves the right to:

- 4.1 impose an upper limit on the amount of a single transaction which will be accepted through the Service;
- 4.2 impose certain limits with regards to the flow of funds in the system including, but not limited to, funds received and funds withdrawn. Details of these limits will be available on the Website from time to time; and
- 4.3 freeze or suspend your access to the Service for an indefinite period if there is suspicion of any illegal activity taking place or for any other reason whatsoever, including but not limited to a request for suspension by the Bank, Card Scheme, or regulatory authority.

#### **5 SERVICE FEES**

- 5.1 Unless otherwise agreed with you in writing, the specific Service Fees applicable to you are as set out in your Application Form and will include the following.
- 5.2 The Service Fees are as follows:
  - 5.2.1 a set-up fee (if applicable); and
  - 5.2.2 a fixed fee for each 3D Secure Enrollment Lookup (as described in paragraph 3.3.1).
- 5.3 You are liable for the Service Fees levied on each 3D Secure Enrollment Lookup as described in paragraph 3.3.1 irrespective of whether such payment was successful or failed.
- 5.4 PayU will not be held responsible for incorrect banking details or data being provided by you.

#### **6 DISCLAIMER & LIMITATION OF LIABILITY**

- 6.1 In addition to and without limiting the disclaimer provisions set out in the General Terms, but subject to your legal rights, the Service is provided to you without any warranty or representations (including that the service be error free, accurate and/or complete) and not subject to any condition, except as may be expressly provided otherwise in the Agreement.
- 6.2 You understand and acknowledge that the Service, as read with the General Terms, shall always be subject to the terms and regulations imposed by PayU's payment processors and service providers and your Bank.

## **7 CONSEQUENCES OF SUSPENSION & TERMINATION**

- 7.1 If you use the Service in a manner that violates the Agreement, including but not limited any prohibited conduct described in the General Terms or any other applicable Service Terms, we may be entitled to suspend or terminate the provision of the Services, as stated in the relevant provisions of our General Terms.
- 7.2 For the purposes of this Service, PayU has entered into agreement a third party service provider who has authorised PayU to provide the Services to third parties (such as yourself). In addition to the termination rights of the Parties set out in clauses 4.1 or 17 of the General Terms, the Service and right to use Service may be automatically terminated should our agreement with such third party service provider be terminated for any reason.