



MERCHANT SERVICE TERMS – WHITE LABEL CARD STORE SERVICE

1 INTRODUCTION

- 1.1 By using or subscribing to PayU's White Label Card Store service (the "**Service**"), you agree that you have read, understand and are bound by –
- 1.1.1 these 'Merchant Service Terms – White Label Card Store ("**Service Terms**")';
 - 1.1.2 the 'Merchant Service Terms – General' ("**General Terms**")'; and
 - 1.1.3 the provisions of the hardcopy or electronic application form relevant to the Service ("**Application Form**").
- 1.2 Your use of the Service indicates your acceptance of these Service Terms, as read with the General Terms 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 and/or make payments 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 and these Service Terms, then these Service Terms shall override the General Terms 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

This Agreement commences 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 (the "**Commencement Date**").

3 THE SERVICES

3.1 General

The Service enables you, as the seller of products and/or services, to store and tokenize your customers or payers ("**Customers**") credit card details in PayU's PCI DSS secure environment ("**Card Store**"). Once the card details are tokenized subsequent payments are made by passing PayU the card token ("**Card Token**") that represents the stored card details ("**Card Token**").

3.2 Merchant Profile

3.2.1 Prior to utilising this Service, you are required to have a secure merchant user profile management system ("**Merchant Profile**") to ensure that the stored Card Tokens are securely stored and only transactions authorized by the card holder is processed making use of the Card Token.

3.2.2 If you do not make use of the PayU redirect page, your checkout and payment pages hosted by you must have the ability to retrieve user data from your Merchant Profile. The Card Store is white labelled and as such, you are responsible to determine the information to be displayed on the checkout and payment page and for ensuring that the information displayed is correct. However, you shall ensure that on your payment pages, your payment pages shall bear our trade marks (including word marks, logos, slogans and domain names) owned or ordinarily used by PayU (whether registered or not) ("**PayU Trade Marks**") with the following PayU slogan: "*payments secured by PayU, our trusted payments provider*" or such phrase as may be reasonably provided by PayU in writing form time to time. Any use of PayU's Trade Marks must be strictly in line with our branding specifications, standards and directions we provide to you from time to time. You shall not do anything, or cause anything to be done, that may prejudice the reputation and integrity of PayU's Trade Marks.

3.2.3 To use this Service, a Customer will be required to 'opt in' for the Service, and it is your responsibility to ensure that you receive your Customer's consent to store their details, and to enable PayU as your service provider to store and process the Customer's credit card and personal information. You shall ensure compliance with the Consumer Protection Act, 2008 and the Protection of Personal Information Act, 2013.

3.3 The Process

3.3.1 The first time a Customer opts in to store their credit card details with you, the Customer will be prompted to fill in a variety of information fields, which includes the credit card PAN number and expiry date as reflected on their credit card. PayU will store the Customer's details and return a Card Token to you. You will then match this Card Token

against the Customer's details and the Customer will utilise the Card Token to transact with you.

- 3.3.2 Once the process described in clause 3.3.1 above has been successfully completed, subsequent credit card transactions by the Customer are then processed by providing the Card Token (for example, the Customer entering the user-name and password), CVV and confirmation of the transaction amount. **You are always required to obtain authorization from your Customer to use the Card Token, authenticate that the information provided is correct and that the Card Token matches your Customer's details.**

3.4 **Service Fees**

- 3.4.1 Unless otherwise agreed with you in writing, in consideration for the provision of the Services, you shall pay the fees and charges ("**Service Fees**") as specified in the Application Form.
- 3.4.2 Service Fees are due monthly in advance within 30 days of receipt of invoice.
- 3.4.3 In certain limited instances, in the event you require additional services not agreed between you and PayU at the Commencement Date, we may charge you additional service fees on a times and materials basis at our then current standard rates subject to agreement.

4 **DISCLAIMER AND LIMITATION OF LIABILITY**

- 4.1 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 (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.
- 4.2 You acknowledge and agree that we act merely as the payment processor in respect of the transaction between you and your Customer and we are processing the transactions on your behalf, in accordance with your instruction and are not responsible for checking the accuracy of any aspect of any files you send us and will not be liable for any payment related errors made resulting from errors in your file.
- 4.3 More specifically, although we shall use reasonable care and diligence to ensure that the Service is available on a 24 (twenty-four) hour per day basis, we make no representations or warranties regarding the time it will take to complete a transaction. This is because the Service is largely dependent upon many factors beyond our control, including (but not limited to) delays in the banking system.
- 4.4 The Service shall always be subject to the terms and regulations imposed by PayU's payment processors and service providers and your bank. You further indemnify PayU

against any claim that may be made by the payment processors, service providers, or your bank in respect of or arising from your use of the Service against PayU for any reason whatsoever.

- 4.5 You acknowledge that: (i) any transaction executed through use of the Service creates legal rights and obligations only between you and your own Customers and PayU shall never be a party to such transaction; (ii) PayU assumes no responsibility whatsoever for the fulfilment and execution of your transactions; (iii) any online banking facilities available through use of the Service create legal rights and obligations only between you and such banks or between your Customers and such banks; (iv) PayU shall not be responsible for the delivery of any products procured by any of your Customers, including but not limited to late deliveries, damage to goods, or loss of goods; and (v) PayU does not warrant that the debit orders, recurring payments, reports on successful and failed transactions, and/or log files shall be error free, accurate and/or complete nor do we guarantee the availability of a connection between your computer, your call centre agent's workstation, terminal or other electronic device ("**Device**") and the acquiring bank.
- 4.6 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 applicable provisions of the General Terms.

5 **CONSEQUENCES OF TERMINATION**

Upon termination of the Service for any reason whatsoever, you shall immediately: (i) cease to access the Service; and (ii) destroy any copies of the Integration Documents. You will immediately return all materials provided to you by PayU and remove any reference to PayU and the Service from all your promotional and corporate materials, including all your electronic communications and websites.