



## INTEGRATION AND API LICENCE AGREEMENT

**You must read the terms of this Integration Agreement carefully. The terms and conditions of this Integration Agreement apply to all of our Products and Services and it is an important document which you must read and understand when integrating with our Products and/or Services.** We strongly recommend that, as you read this Integration Agreement, you also access and read the information that is contained in your Main Agreement (defined below), the Schedules, and our policies and website which are referred to in this Integration Agreement and incorporated into this Integration Agreement by reference.

**You should pay special attention to the parts in bold as they have especially important steps that you must comply with and contain consequences for you.** For example, there might be circumstances where we limit or exclude our responsibility to you. We may only do this as far as the law allows us to.

This Integration and API Licence Agreement ("**Integration Agreement**") is entered into between PayU Payment Solutions Proprietary Limited, registration number 2009/017393/07 (also referred to "**us**", "**our**", or "**we**") and our merchants ("**Licensee**"). For the purposes of this Integration Agreement, "**Parties**" means PayU and the Licensee and a reference to "**Party**" shall be a reference to either of them, as the context may require.

### PURPOSE

This Integration Agreement sets out the rules around –

- 1.1 your use and/or access of PayU's application programming interface(s) ("**PayU API**"), other software (including shopping carts, platforms, or mobile SDKs), any accompanying or related documents, or any content specifically made available to you (collectively the "**Licensed Materials**") for the purposes of (i) developing and/or hosting a website that integrates with a Product or Service which you have selected, or (ii) building or using a mobile application that integrates with a PayU Product or Service;
- 1.2 your use, and conditions of use, of PayU's trade marks (including word marks, logos, fonts, infographics, videos and/or slogans, text, graphics, icons, designs, hyperlinks, domain names, information) owned and/or ordinarily used by PayU (whether registered or not) and any other branding or marketing materials made available to you for use in connection with the Licensed Materials ("**PayU Branding**"); and
- 1.3 your access to PayU's allocated merchant developers/ staging environment ("**Staging Environment**") for the purposes of carrying reasonable tests to determine a PayU Product

or Service is suitable to the system, website or application in which such PayU Product or Service is being or is intended to be integrated with prior to entering a live environment.

## **EFFECTIVE DATE**

This Integration Agreement is entered into between you and PayU on the date of the last Party signing this Integration Agreement (or the date that you receive any Licensed Materials or PayU Branding from PayU, whichever is the earlier) ("**Effective Date**").

## **MAIN AGREEMENT**

- 3.1 This Integration Agreement is entered into between you and PayU pursuant to the main agreement entered into between you and PayU consisting of the Application Form, General Terms and the applicable Service Terms for the provision and use of one or more of our Products or Services (the "**Main Agreement**"). Unless otherwise stated in this Integration Agreement, this Integration Agreement hereby incorporates all of the terms and conditions of the Main Agreement entered into between you and PayU as if such terms and conditions were fully set out in this Integration. Any capitalised terms that are used in this Integration Agreement but are not specifically defined in this Integration Agreement will have the meanings given to them in the Main Agreement.
- 3.2 **This Integration Agreement sets out the rules and processes associated with your successful integration with our Products or Services. It is important that you read this Integration Agreement with your Main Agreement with us as the terms and conditions of the Main Agreement are incorporated into this Integration Agreement.**

## **LICENCE**

Subject to the terms and conditions of this Integration Agreement, PayU grants to you a nonexclusive, nontransferable limited licence for the duration of relevant Product and/or Service term to –

- 4.1 use the PayU API (and any corresponding Licensed Materials) to develop, implement or host software applications and/or websites (as the case may be) that are integrated with a PayU's Product or Service; and
- 4.2 use and display the PayU Branding (including any branding requirement identifying that the Licensed Materials originate from PayU) in accordance with our branding and marketing guidelines as made available to you by PayU ("**Branding Guidelines**").

## **ACCESS TO OUR STAGING ENVIRONMENT**

- 5.1 As a merchant, you may test the functionality and suitability of PayU Product's and/or Services in our Staging Environment using PayU's developer's tools made available

through PayU's Developer's Portal accessible at <https://payusahelp.atlassian.net/wiki>.

- 5.2 When testing in our Staging Environment, you may only use de-identified data.
- 5.3 You understand that the Staging Environment is not live and any transactions are simulated and not made available to the public.

## LICENCE CONDITIONS

In addition to the terms and conditions contained in the Main Agreement, the licence granted in paragraph 4 is subject to your adherence and compliance to the following conditions –

- 6.1 **Compliance with this Integration Agreement:** You must comply with this Integration Agreement. You understand and agree that any violation of a term or condition in this Integration Agreement, your licence to and ability to use and access the Licensed Materials or the PayU Branding may be suspended or terminated by PayU in accordance with the terms of the Main Agreement.
- 6.2 **Compliance with the Integration Specifications:** In order for you to successfully integrate with a Product or Service, you are required to read, follow and adopt the processes set out in the Integration Specifications provided to you by PayU as part of the Integration Documents.
- 6.3 **Compliance with the Branding Guidelines:** Unless otherwise agreed between you and PayU in writing, you are required to comply with our Branding Guidelines. Depending on the Product or Service that you have subscribed for, and if you integrating the Product or Service to a mobile application or website, the Branding Guidelines prescribe, amongst others, the general use of PayU's Branding, the required mobile application flows and the use of PayU's Branding in payment notification mailers. We also provide to you educational videos which you can choose to make available to your customers to help them understand more about secure online payment transactions. You are required to obtain PayU's prior written approval before utilising our trade marks or marketing materials as described in our Branding Guidelines.
- 6.4 **Compliance with the Business Rules:** Certain Products or Services may contain specific business rules indicating important information, such as account and transaction limits, account security, registration and any additional PayU value added services. If a Product or Service contains any specific Business Rules, the Business Rules will be made available to you by PayU in the Integration Documents and will be associated directly with the relevant Product or Service.

## INTEGRATION PROCESS AND ACCEPTANCE TESTING

- 7.1 It is your responsibility to set up your website or mobile application (as the case may be) to ensure that our Product or Service is successfully integrated. The Integration Specifications are available to you to assist you in this process. If you have any questions or encounter any

issues during this integration process, you should contact PayU at

help@payu.co.za. You will be required to (i) give us a brief explanation of what stage of the integration process you (or your Third Party Service Provider (referred to in clause 8 below) you are at and (ii) a detailed written explanation of the issue or problem you are encountering in order for us to determine what the issue is and how we can assist you.

**7.2 If you have any issues during the integration process and you are complying with our Integration Specifications, you can contact us with a detailed explanation of your issue. We will then help you to make this step as fast as possible.**

7.3 You are required to conduct your own acceptance testing in order to verify that your website or mobile application meets the requirements set out in the Integration Specifications and Branding Guidelines and that our Product or Service has been successfully integrated before you go into live operation ("**Go Live Date**"). The Go Live Date excludes the use of a Product or Service for testing purposes. In certain instances, we may, to the extent practicable, be entitled to participate in and be present during such testing and verification by you if you notify us within a reasonable period in advance. The Go Live Date should be when PayU can provide you with our maximum support. This means that the Go-Live Date should be on working days (Monday to Friday from 08:00 to 13:00 and 14:00 to 17:00 SA Time) excluding weekends or public holidays.

7.4 If you determine that your integration acceptance tests have been successful, you are required to notify us by sending us an email to [help@payu.co.za](mailto:help@payu.co.za) ("**Licensee Acceptance Notice**").

**7.5 Send us an email telling us that you have successfully integrated and branded our Product or Service before you go live.**

7.6 Following delivery of the Licensee Acceptance Notice, we (in consultation with you if necessary) may also conduct final acceptance testing in relation to your integration of the Product and/or Service or any part thereof, in addition to the testing and verification you have conducted, where we deem it necessary. The timeframes required for us to conduct our final acceptance testing will depend on the Product or Service you have integrated and will, as such, be agreed between us in writing after receipt of the Licensee Acceptance Notice. Our final acceptance test will include confirmation that you have complied with our Branding Guidelines and Business Rules (if any). If we are satisfied that the Product or Service has been successfully integrated and implemented in accordance with the terms and conditions set out in this Integration Agreement, we will email or issue you with a final acceptance notice ("**Final Acceptance Notice**"). Upon your receipt of the Final Acceptance Notice, the Product and/or Service may go into live operation. In order to go live, you are required to use your merchant credentials.

**7.7 Once you get the Final Acceptance Notice from us – you are ready to go live!**

- 7.8 If not all the Integration Specifications or Branding Guidelines are met by you, but you nonetheless 'go live' and use our Product or Service in a live environment, then, we shall consult with the purpose of producing a log of all outstanding issues relating to the integration and/or branding used by you in a live environment, and you shall resolve such issues within the agreed timeframes. It is recommended that once the Product or Service is in a live environment that you test the transaction process by passing through small transactions of minimal amounts.
- 7.9 It is your responsibility to ensure that your mobile application or website is functioning in accordance with its specifications, is operational and ready for business. PayU does not provide any warranty or representation whatsoever in respect of your application or website and you are required to ensure that your application or website complies with all applicable laws, including the Consumer Protection Act, 68 of 2008 and any rules or policies applied by any application store provider or operator (such as Android or IOS).

### **THIRD PARTY SERVICE PROVIDERS**

You may sub-contract or delegate certain of your obligations under this Integration Agreement to third parties (for example, you may sub-contract the development or integration of your mobile application or website to a development house) provided that you— 8.1 notify PayU in writing before sub-contracting or delegating any such obligations;

- 8.2 ensure that the third party service provider is suitably skilled and experienced appropriate to the level of integration required for the PayU Product or Service;
- 8.3 ensure that the third party service provider complies with the terms and conditions of this Integration Agreement (including the use of our Confidential Information and Licensed Materials); and
- 8.4 remain wholly liable (legally responsible) for performance of the third party service provider.
- 8.5 **You are required to tell us if you are using a third party (like a website or app developer) to help you to integrate our Product or Service before you share our Confidential Information or Licensed Materials with them.**
- 8.6 **You will be legally responsible for the performance of any third party service provider you appoint, and you must ensure that any third party you appoint complies with this Integration Agreement and the Main Agreement.**

### **INTELLECTUAL PROPERTY**

- 9.1 Although we grant you a licence to use our Licensed Materials in accordance with the provisions of this Integration Agreement, you acknowledge that you have no claim of any nature in and to our Intellectual Property Rights (as defined in the Merchant Service Terms – General).

- 9.2 You agree not to copy, duplicate, sub-licence, reproduce, transmit, modify, reverse engineer, decompile, or disassemble our PayU API, Licensed Materials, Branding Guidelines, Integration Specification, Business Rules or any user manuals and/or any printed material associated with our Product or Service in any way whatsoever and you shall only use it for the purpose it is supplied. Should a Product or Service be terminated for any reason whatsoever, then you will destroy all copies of such documentation and any Licensed Materials over which you may have control in relation to such Product or Service.
- 9.3 You will not at any time during or after termination or cancellation of the Integration Agreement dispute the validity or enforceability of our Intellectual Property Rights, or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of any of the Intellectual Property Rights and shall not counsel or assist any other person to do so.
- 9.4 You may not use or alter any trade marks forming part of the Intellectual Property Rights, that could adversely affect our rights in our trade marks or their value and you agree to fully reimburse us for any loss or damage that we suffer as a result of any use by you of our trade marks which is not in accordance with this Integration Agreement and our Branding Guidelines.

## INDEMNITY

In addition to the terms and conditions contained in the Main Agreement, as far as the law allows, you agree to defend, indemnify us and hold us and our officers, subsidiaries, holding companies, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers, and employees harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from –

- 10.1 your use of and access to the Licensed Materials and our Products and Services;
- 10.2 your violation of any term of this Integration Agreement;
- 10.3 your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or
- 10.4 any claim that your content caused damage to a third party. This defence and indemnification obligation will survive termination, modification or expiration of this Integration Agreement and your use of the PayU Product and/or Service.
- 10.5 **This paragraph 10 constitutes an assumption of risk by you and limits and excludes liabilities, obligations and legal responsibility which we will have towards you and other persons. This paragraph 10 also limits and excludes your rights and remedies against us and places various risks, liabilities, obligations and legal responsibilities on you. Please ensure that you have read and understood the terms in this paragraph 9.**

## **UPDATES AND AMENDMENTS**

The Integration Specifications, Branding Guidelines and Business Rules may be updated by us from time to time. Unless such update is prescribed by law, we will notify you of any updates or amendments 30 days before implementing such update or amendment. We may notify you electronically or on our website. If you do not agree to our amendments or updates, you may contact us and if we cannot resolve your concern, you are entitled to terminate your agreement with us in accordance with the terms of the Main Agreement.