

Thank you for choosing our product, merchant solutions. With merchant solutions you can accept cards and other payment types for your goods or services. This document sets out the terms and conditions that apply to merchant solutions (merchant solutions terms). There are risks for you when you use merchant solutions, so please make sure that the product you choose is right for you before you enter into this agreement.

Pay special attention to the clauses in bold as they may limit our responsibility or involve some risk for you.

<p>1 Introducing the agreement</p> <p>1.1 The agreement is between:</p> <p> a) you, our client. This is the merchant described in the application for merchant solutions; and</p> <p> b) us, The Standard Bank of South Africa Limited (registration number 1962/000738/06).</p> <p>1.2 This agreement is made up of the following documents:</p> <p> a) the information you gave us when you applied for merchant solutions, which includes the fees that you and we agree to for the merchant solutions product and every transaction type you apply for;</p> <p> b) the welcome letter that we send to you;</p> <p> c) the merchant solutions terms;</p> <p> d) the Standard Bank general terms and conditions on our website at www.standardbank.co.za, including any definitions, privacy statement, disclosures and disclaimers;</p> <p> e) the transaction terms set out in the transaction schedule;</p> <p> f) the equipment schedule;</p> <p> g) the merchant solutions pricing brochure and any applicable merchant solutions features on our website; and</p> <p> h) other schedules that you and we agree to.</p> <p>1.3 This agreement replaces all previous agreements between you and us for the MIDs we gave you.</p> <p>1.4 If there is a conflict between the merchant solutions terms and Standard Bank's general terms and conditions, the merchant solutions terms will apply for merchant solutions.</p> <p>1.5 If any transaction schedule conflicts with the merchant solutions terms, the merchant solutions terms will apply only to resolve the conflict.</p> <p>1.6 If any transaction schedule ends, this will not affect the validity of the merchant solutions terms, any other transaction schedule or any other part of this agreement.</p> <p>1.7 There are risks for you when you use merchant solutions, which include:</p> <p> a) payments to your bank account might be reversed after you have delivered the goods or services to the cardholder, for example, if there is a claim against you, a chargeback applies to the payment, or the payment is invalid;</p> <p> b) you may have to pay a deinstallation fee if you end this agreement before the initial period ends;</p> <p> c) you might not have access to your money and you could be prevented from accepting cards or other payments for transactions if we end or limit your access to your bank account or suspend batches of payments because you breach this agreement or we suspect that you are involved in a prohibited activity.</p> <p>1.8 It is your responsibility to decide if our product, merchant solutions, is suitable for your needs. You accept all risks associated with using merchant solutions unless an applicable law or rule states otherwise.</p> <p>1.9 If you have any questions about merchant solutions or the merchant solutions terms, including any of our fees, or if you need to call us or log a fault, you may:</p> <p> a) phone our contact centre at 086 100 1200 (normal charges apply);</p> <p> b) send us an email at mps@standardbank.co.za;</p> <p> c) follow our complaints process, which you can find on our website, by clicking on the "Contact Us" tab.</p> <p>2 Definitions</p> <p>The words below have the meanings set out next to them unless the context clearly indicates a different meaning.</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Word</th> <th style="text-align: left;">Meaning</th> </tr> </thead> <tbody> <tr> <td>applicable law</td> <td>As defined in Standard Bank's general terms and conditions.</td> </tr> <tr> <td>authorisation</td> <td>An issuer's confirmation that a card has enough money to cover a transaction.</td> </tr> </tbody> </table>	Word	Meaning	applicable law	As defined in Standard Bank's general terms and conditions.	authorisation	An issuer's confirmation that a card has enough money to cover a transaction.	<p>bank account</p> <p>chargeback</p> <p>chargeback period</p> <p>card</p> <p>cardholder</p> <p>card information</p> <p>claim</p> <p>data</p> <p>deinstallation fee</p> <p>effective date</p> <p>equipment</p> <p>equipment schedule</p> <p>fraudulent transaction or fraudulent</p>	<p>Either a bank account that you nominate for this agreement or a digital store of value (for example, a digital wallet) that we approve for this agreement.</p> <p>An amount that we debit from your bank account to refund a cardholder's card for the reasons set out in this agreement.</p> <p>180 days (or 365 days where a UPI card is used in a transaction) from the later of: the date of the transaction; and the date that the goods or services are provided in terms of the transaction. Depending on the nature of your business (for example, if you are a high-risk merchant (as set out in clause 7.4) or if you conduct an airline business), the chargeback period can increase to 540 days. You must check the payment scheme rules to see if this applies to you.</p> <p>Any payment card, mobile wallet, wearable, device and any other instrument that contains the card information and enables a cardholder to initiate a transaction. A card is either branded with payment scheme decals (logos) or it is a closed-loop card. With a closed-loop card, a cardholder can only use the card to make purchases from a specific entity.</p> <p>The person who gets a card from an issuer. The cardholder's name might be printed or embossed on the card.</p> <p>name of the cardholder; primary account number (PAN); expiry date of the card; card verification value (CVV), being the last three digits that appear on the signature panel of a credit or hybrid card; PIN; and other credentials, including any token or proxy linked to a card.</p> <p>A claim, action, suit or proceeding by any person, whether or not the claim is substantiated by a court of law, another tribunal or an arbitrator.</p> <p>Information in any form, including client and other third-party data (such as personal information and transaction data).</p> <p>The fee we may charge to take away your card machine if you end this agreement before the initial period ends. This fee is set out in our merchant solutions pricing brochure.</p> <p>The date on which we approve your application for merchant solutions.</p> <p>The equipment we provide to you as part of the agreement and includes equipment identified as such in the equipment schedule (for example, a card machine).</p> <p>The schedule that sets out the terms that apply if we provide you with the equipment, for rent or to buy.</p> <p>Any transaction that, in terms of any applicable law or rule, is regarded as fraud (whether authorisation was obtained or not),</p>
Word	Meaning							
applicable law	As defined in Standard Bank's general terms and conditions.							
authorisation	An issuer's confirmation that a card has enough money to cover a transaction.							

	without our having to prove the fraud and includes: use of a card by a person other than the cardholder; a transaction not authorised by the cardholder; use of an invalid card; and use of a card that has not been issued by a valid issuer.			the rules, regulations, policies, position papers, bulletins, alerts and directives of any regulatory authority or PCI SSC.
initial period	Three months, starting from the effective date.			transaction A transaction (including any transaction type) in terms of which the cardholder uses a card or other agreed payment type to pay you for your goods or services.
intellectual property	Works of copyright, trademarks (statutory and common law), patentable inventions, patents, protectable design subject matter, designs and domain names, including applications, registrations and unregistered forms of these, all other intellectual property rights (registered or unregistered) and the right to apply for all of these.			transaction data Data relating to a transaction and includes the amount of the transaction and the card information.
international card	A card from an issuer that is domiciled (residing) outside South Africa.			transaction documents All documents, physical, electronic or otherwise, relating to a transaction, including batch reports, sales invoices, purchase invoices, requests to debit a card, authorisation slips, receipts and proofs of delivery.
invalid transaction	An invalid transaction as set out in clause 8.8.			transaction schedule The schedule setting out the transaction terms.
issuer	A person authorised by a payment scheme or regulatory authority to issue cards.			transaction terms The terms for each transaction type.
Mastercard	Mastercard Asia/Pacific Pte Ltd, a card association, and any of its related companies.			transaction type A type of transaction that we approve you for to accept cards and/or other payment types.
MATCH	Mastercard Alert To Control High-risk Merchants, a database that contains information, including reason codes about merchants that have been terminated by an acquirer in the past.			UPI UnionPay International Co. Limited (registration number 310000000114651), a company incorporated under the laws of the People's Republic of China.
MCC	Merchant category code, the four-digit code that we give to you to classify your type of business.			VAT Value-added tax at the rate specified in the Value-Added Tax Act 89 of 1991.
merchant	You, as described in the application for merchant solutions, including your personnel and your PSP. Any reference to merchant includes your successors-in-title and permitted assigns.			Visa Visa International Service Association Incorporated, a card association, and any of its related companies.
merchant statement	The statement indicating the amounts due in terms of the agreement and showing all the transactions we have settled over a period.			
MID	Merchant identification number.			
party	You or us.			
payment scheme	Visa, Mastercard, UPI or any other card association we let you know about in writing.			
PCI	Payment Card Industry.			
PCI DSS	The PCI Data Security Standard, the technical and operational requirements as set by PCI SSC to protect card information.			
PCI SSC	The PCI Security Standards Council.			
personnel	All directors, members, employees, agents, representatives and permitted subcontractors who help you to fulfil your obligations.			
PIN	Personal identification number.			
prohibited activity	As defined in Standard Bank's general terms and conditions and includes any activity that breaches any rule or that would require us as the acquirer to list you on MATCH.			
PSP	Payment service provider, a service provider that helps to route a transaction from you to us or provides services to you for the transactions.			
receipt	Any receipt identified as a receipt in any transaction terms and includes a credit voucher (a receipt that confirms a refund to a cardholder).			
rules	The following as updated from time to time and as connected with a party's obligations: the payment scheme rules (the rules and regulations published by a payment scheme that regulate their participants);			
		3	Applicable laws and the rules	
		3.1	You must comply with the applicable laws and with the rules.	
		3.2	You must comply with all manuals or directions given by us or by any payment scheme or regulatory authority. You can download the payment scheme rules from the payment schemes' websites. You may also request these documents from us.	
		3.3	You must on an ongoing basis give us documents that we require in terms of the applicable laws and the rules. These documents might include photographs of your physical premises or links to your website to show that you have a legitimate business. If you refuse or if you cannot provide us with the required information, we may suspend or end your use of merchant solutions.	
		4	Our responsibilities to you	
		4.1	In addition to what is set out elsewhere in the agreement, we will do the following:	
			a) after we approve your application, we will give you your MIDs for each outlet that you run, as well as the MCCs;	
			b) depending on your MCC, how long you have been in business and any other information that we consider important, we may delay or suspend settlement and check that certain transactions are valid;	
			c) we will credit you for all valid receipts, without prejudice to any rights that we may have against you.	
		5	Cards and cardholders	
		5.1	As part of our responsibilities to the payment schemes, we have to make sure that you accept all the cards we are licensed for. This means you must accept all cards that you have consented to accept under the agreement.	
		5.2	A valid card is one that has not expired and is not mutilated, defaced, illegible or listed on a hot card list.	
		5.3	An invalid card is one that has expired or is mutilated, defaced, illegible or listed on a hot card list.	
		5.4	A hot card is an invalid card because it has been lost or stolen, whether it has been used fraudulently or not.	
		5.5	If you accept an international card, we will charge you a higher merchant commission for it. You must alert the cardholder that there may be exchange control implications for them, particularly if you must process a refund. There is a time difference between the date on which the transaction takes place and the date on which the transaction is settled, and the refund may not match the original transaction amount because of different exchange rates on the two dates.	

5.6	Cardholders must keep their PIN secret and safe. You must not ask cardholders to tell you their PIN or any other secret identifier.		
5.7	You will receive data about or from the cardholders. You must:		
	a) treat the data as confidential;	7.4	If you qualify as a high-risk merchant according to the payment scheme rules, we have to register you as such. If we agree to do this (which will be in our sole discretion), you must pay registration costs and comply with all conditions that we set. You agree to compensate us for and indemnify us against all losses and claims that we may incur because you are a high-risk merchant. This means that you cover us for the risks of you trading as a high-risk merchant.
	b) comply with PCI DSS requirements or any other rules or applicable laws; and		
	c) disclose the data only to parties involved in the transaction and then only as much as is necessary to process the transaction.		
5.8	Your customers must always choose their own payment method. You cannot force your customers to pay you through one payment method rather than any other method. We may immediately stop your use of the product if you do this.	7.5	If you are using a PSP for merchant solutions, you must let us know about this when you apply for merchant solutions. We will let you know at the time if your PSP can connect to our systems, as you may only use the services of a PSP that does this. You use the PSP at your own risk. Even where we have let you know that a PSP can connect to our systems, you indemnify us against all losses and claims that we may incur (such as chargebacks, fines or penalties) because of something your PSP did or did not do. This means that you cover us for anything that your PSP does or does not do and which costs us money.
6	Protecting data		
6.1	Each party has a duty to:		
	a) notify the other party of any data compromise as soon as the party becomes aware of it;		
	b) ensure that the systems, media and operations that it uses to fulfil its obligations, including all systems on which data is processed, meet the minimum standards required by applicable laws;		
	c) take measures to prevent the unauthorised processing of data and to maintain the integrity of the data in line with applicable laws;		
	d) take reasonable steps to identify all reasonably foreseeable internal and external risks posed to data in a party's possession or under its control and establish and maintain appropriate safeguards against any risks identified;	7.6	You must not state or create the impression that your goods or services are endorsed or guaranteed by us or by any payment scheme.
	e) regularly check that the safeguards are effectively implemented and keep a record of the checks and update the safeguards continually in response to new risks or deficiencies in previously implemented safeguards;	7.7	You must display any promotional material that we supply to you so that the public can see that you accept the cards as payment for your goods or services. The promotional material that we supply includes the intellectual property belonging to any service providers and the payment schemes, such as the payment scheme decals (logos). We may advertise or publish that you accept the cards or transaction types to users or potential users of those cards or transaction types.
	f) not retain any data that is provided to a party, or that a party may be exposed to, for any longer than is necessary to fulfil its obligations, unless the applicable laws say otherwise;	7.8	You must keep enough money in your bank account to cover all the amounts that are due under the agreement, including fees, chargebacks and refunds. You must keep all transaction documents for at least the chargeback period.
	g) promptly notify the other party of any request for access to the data from a regulatory authority, payment scheme or sanctioning body (if this is permitted);		
	h) other than where a party must provide access to the data under any applicable law, court order or other legal process, not disclose the data to a third party without the prior consent of the other party, which consent will not be unreasonably withheld.		
6.2	You must make sure that all media that no longer needs to be stored is destroyed in a manner that will make the data unreadable.		
6.3	Each party is responsible for losses and claims that occurs in its environment or under its control that results from:	8	Transactions
	a) any misuse of data;	8.1	Your prices must be quoted in South African currency, meaning the South African rand.
	b) any failure to keep data secure; or	8.2	You must not set a minimum or maximum amount for a transaction.
	c) a data compromise, being the loss or theft of data or unauthorised access to or unauthorised processing of the data.	8.3	You must not reduce the value of a single transaction to avoid authorisation requirements or transaction limits. This includes if you:
			a) split it into two or more transactions; or
			b) allow a cardholder to buy items separately.
7	Operations	8.4	You may allow a cardholder to use multiple cards to pay for a single transaction.
7.1	We give each business a MCC based on the nature of your business. You may have more than one MCC, depending on how many different businesses you have. You must tell us if the nature of your business changes (including your trading name) as this may affect your MCC. You must make sure that you use an MCC only for the business (and equipment, if applicable) that it has been allocated for.	8.5	For each transaction you must get authorisation through our approved channels (such as a card machine) when accepting a card for any amount. We cannot guarantee that all transactions that cardholders initiate will be completed or get authorisation.
7.2	You must carefully check each merchant statement you receive and confirm for yourself that all the information is correct. You must also check that the balance in your bank account matches the actual credits due to you under the merchant statement. You have up to 60 days from the date of a merchant statement to tell us if you have a problem with it. We are not responsible if you tell us about any errors or omissions 60 days after the merchant statement date.	8.6	An issuer may decline giving authorisation without giving a reason. If you do not get authorisation but the issuer honours the transaction, you must continue to get authorisation for future transactions. An authorisation given by an issuer only means that the cardholder has enough money for the transaction at the time. The authorisation does not mean that:
			a) the card is valid; or
			b) the person using the card for payment is authorised to do so; or
			c) a chargeback will not apply to the authorised transaction.
7.3	We aim to fix any processing errors within seven business days after you tell us about them:	8.7	Authenticated transactions are all transactions identified as authenticated transactions in the transaction terms. If you send us a valid, authenticated transaction for processing and the issuer complies with the payment scheme rules for authentication, the risk of chargebacks to you is reduced. If you send us a non-authenticated transaction or an incomplete or failed authenticated transaction, you do so at your own risk. A chargeback may apply if the cardholder alleges that they did not purchase the goods or services from you.
	a) if we underpaid you, we will credit your bank account with the difference;		
	b) if we overpaid you, we will debit your bank account with the difference.		
	We are still allowed to claim any overpayments made to you in error or any other amounts that are due under the agreement. If you do not receive a merchant statement, you still have to pay all amounts that you owe us. You can ask us for copies of		

- 8.8 A transaction is invalid in any of these circumstances:
- the transaction it records is involved in any prohibited activity or it is a fraudulent transaction;
 - we have asked you to not accept the card;
 - you did not keep to the agreement, including the warranty (promise) you made when you submitted the transaction for payment;
 - it shows an authorisation given seven or more days before the transaction date;
 - you do not give us the transaction documents when we ask for them or the transaction documents are illegible, incomplete or insufficient;
 - if the receipt stipulates that a signature is required and the cardholder has given you a card but there is no signature on the receipt or the signature on the receipt is different from that on the back of the card;
 - the receipt is different from the copy handed or sent to the cardholder;
 - you or your PSP disabled any authenticated procedure for a transaction. An authenticated procedure is identified as an authenticated procedure in any transaction terms;
 - the card is not valid;
 - you did not provide the cardholder with the goods or services covered by the transaction or the goods or services are faulty or incomplete; or
 - a chargeback or a payment scheme/regulatory authority compliance case applies to the transaction during the chargeback period.
- 8.9 You must not:
- charge more for a transaction than you would if your customer used a payment method other than a card. This charge is called a surcharge and is against payment scheme rules;
 - charge a higher price for good or services when a customer uses a card for payment, than your normal price.
- 8.10 You may not use your own card for a transaction, whether for a customer or for yourself.
- 8.11 You must give us the information and help that we need about any transaction and to provide merchant solutions to you. You must, when we ask for it, give us or the cardholder a copy of any transaction document within seven days.
- You must let us know immediately if you become aware of or suspect fraud by a cardholder, your personnel or any other person. You must not submit transactions to us for processing that you know or should have known are unauthorised or linked to any prohibited activity.
- 8.12 You must provide a fair and reasonable refund policy for all your goods or services offered through merchant solutions. Your refund policy must be in line with applicable laws.
- 8.13 If we have enabled you to process refunds through merchant solutions, you must comply with our requirements and instructions, including the following:
- you must submit a credit voucher (a receipt that confirms a refund to a cardholder) to us electronically:
 - within three business days after the refund has been processed; and
 - through the same channel that was used to process the original transaction for example, the same card machine.
 - the refund must correspond to a settled transaction with the same cardholder;
 - the amount of the refund must be less than or equal to the amount of the original transaction;
 - the refund must be in line with your refund policy;
 - you must process the refund using the card that was used for the original transaction;
 - you must give or send a copy of the credit voucher to the cardholder.
- 8.14 You must respond quickly to enquiries or complaints from cardholders and resolve any disputes amicably. Any disputes that you may have with a cardholder about a transaction must be settled between you and the cardholder.
- 9 Settling transactions**
- 9.1 If you use a card machine to process transactions, each day you must upload to us all valid transactions that are processed through your card machine for that day. This is called batching. When you batch, your card machine sends an instruction to us to settle all transactions that have been processed through it.
- 9.2 If you do not batch within seven days or another time period that we communicate to you, then we may not be able to present the transactions for payment to the issuers within the required time. This means it is a late settlement.
- 9.3 Transactions in a late settlement batch may be charged back to you. This means that you are responsible for the losses that you suffer if you do not batch in time and late settlement occurs. Depending on who you bank with and unless we let you know otherwise, we will credit your bank account with the amount of the valid receipts within three business days. **If we pay you this credit, it is not binding on us. We do not lose our right to delete the transaction, to pay the transaction amount back to the issuer (if we become aware of it before settlement), or to suspend payment of chargebacks or invalid transactions.**
- 9.4 We may change the way we settle with you. We may do a gross settlement, or a net settlement:
- with a gross settlement, we do not deduct the merchant commission due each time that we settle the transaction amount with you, but instead deduct the total monthly merchant commission once a month;
 - with a net settlement, we deduct the merchant commission due each time that we settle the transaction amount with you.
- By presenting a receipt for processing and payment, you warrant (promise) that:
- the information on the receipt is correct;
 - you have supplied the cardholder with the goods or services to the value stated on the receipt;
 - the transaction was authorised by the cardholder;
 - you did not make up a transaction to increase your cashflow;
 - the transaction is not invalid; and
 - you are keeping to the agreement.
- 10 Chargebacks**
- 10.1 We may decide to do a chargeback if the transaction is invalid or if a chargeback is prescribed in terms of the payment scheme rules. When we give you notice of a chargeback we will include an explanation. If possible, we will provide supporting documents.
- 10.2 We will give you a chance to let us know why a chargeback should not be done.
- 10.3 If the chargeback is processed in terms of the payment scheme rules, you can ask us to request the payment schemes to overturn the chargeback. This is known as the “pre-arbitration arbitration” chargeback process. If it is not overturned and you ask us to arbitrate a chargeback on your behalf, we may ask you to pay us the arbitration fee within the prescribed period. We will let you know the arbitration fee at the time. We will pay back the arbitration fee less any administrative costs to you only if we win the arbitration. We will proceed with the arbitration if:
- the value of the chargeback is significant in our opinion;
 - we believe that there is a good chance you will succeed with the arbitration.
- 11 Businesses and activities that are illegal or prohibited**
- 11.1 You may not use merchant solutions for the following businesses and activities:
- prohibited activities;**
 - illegal activities. The sale of any goods or services that violate any applicable law;**
 - certain adult-oriented products and services. Child pornography (in all media types such as internet, phone and printed materials). Any depiction of adult content;**
 - illegal drugs. The sale of illegal pharmaceuticals, illegal drugs or drug paraphernalia;**
 - counterfeit goods. The sale or marketing of any counterfeit goods;**
 - gambling businesses. Illegal online gambling, lotteries (including the sale of lottery tickets), games of chance (including sweepstakes and raffles), sports forecasting or odds-making;**
 - money making (get rich) businesses. This includes information guides, warranty fees, mortgage reduction services and any product or service where a prize is guaranteed, marketing media is unavailable, premiums or incentives are offered, promises of future guaranteed results are made, or any rebates or reward programmes;**
 - tobacco products. Any activity violating applicable laws relating to the sale of tobacco products.**
- 11.2 We may change the above list at any time.

12	Our right to delay or suspend payment or to debit the bank account	14.2	We charge interest on any overdue payments at the maximum rate allowed in law. We calculate the interest daily from the transaction date on the outstanding balance and charge it monthly in arrears. Interest is due immediately.
12.1	We may delay or suspend payment of any transaction amount where:	14.3	Merchant commission is:
	a) the credit is greater than our risk detection parameters (which are confidential); or	a)	a fee that you must pay to us for facilitating transactions.
	b) we believe that the transaction (or the batch which it forms part of) is invalid, exposes any person to harm or is suspected of being linked to any prohibited activities.	b)	the higher amount of:
12.2	It is not always possible to let you know beforehand that we have suspended any payment. You must let us know if a transaction has not been settled within three business days of the transaction date. We do not pay you interest on late settlements.	i.	a percentage of the value of the transaction; and
12.3	Where necessary, we may also delay or suspend payments to you to secure your payment obligations or if you incur a high rate of refunds, chargebacks or other performance problems.	ii.	the minimum merchant commission set out in our pricing brochure or as advised by us in writing.
12.4	We may immediately debit your bank account with either or both of the following:	14.4	We charge merchant commission for each transaction that we facilitate. You will not receive a refund of the commission if the transaction is later reversed or refunded, is invalid, or a chargeback applies.
	a) the proceeds of any invalid transaction or chargeback;	14.5	We may change the merchant commission in our sole discretion. This may happen for example if your projected transaction volumes are not the same as your actual volumes, or if you no longer qualify for a special rate (for example, because you are no longer a franchisee enjoying benefits of the franchise).
	b) any losses and claims that we incur because of the invalid transaction or chargeback.	14.6	You must let us know of any change in your circumstances that would require us to review your merchant commission. We will give you 30 days' notice before any change takes effect.
12.5	We will keep the amount in a suspense account or set it off according to clauses 12.6 and 12.7.	14.7	We may reduce your merchant commission. Any reduction is valid only if we confirm it in writing on our letterhead and sign it. The reduced merchant commission will take effect on the date set out in our written communication to you. If we do not confirm your reduced merchant commission in writing, you may not treat it as if the change has taken effect.
12.6	If the transaction is invalid for a chargeback-related reason, we may do either or both of the following:	15	Debiting your bank account
	a) suspend payment for the transaction (or the batch in which it is contained) for the chargeback period;	15.1	You authorise us to debit your bank account with:
	b) set the payment off against a chargeback request.	a)	fees;
12.7	If the transaction is invalid for another reason (for example, we suspect it is linked to a prohibited activity), we may do either or both of the following:	b)	chargebacks;
	a) suspend payment for as long as is necessary to protect our rights and those of any affected third parties;	c)	refunds that you did not process;
	b) set the payment off against any lawful requests.	d)	overpayments made to you because of errors, whether the errors were made by us or you;
12.8	You must help us, at your expense, to investigate any chargeback or invalid transaction. You give us permission to share information about the investigation with the issuer, payment schemes or regulatory authorities as required, to investigate and mediate a chargeback or invalid transaction.	e)	the value of all transactions processed by you that we believe are invalid;
	If any prohibited activity is detected or suspected, you give us consent to share the relevant details with law enforcement agencies, the South African Banking Risk Information Centre (SABRIC), MATCH, the Merchant Performance Reporting Service (MPRS), the Southern African Fraud Prevention Service (SAFPS), the payment schemes and any regulatory authority (including the Financial Intelligence Centre), as well as any entity involved in fraud prevention.	f)	any interest that is due to us;
		g)	the cost of any new equipment if we are not able to collect it from you or if such equipment is in an unsatisfactory condition (fair wear and tear excluded) when the agreement ends;
		h)	the cost of any equipment that is lost, stolen or damaged while in your possession. If we must replace the equipment, we will not replace it until we get the replacement value of the equipment. If we decide to repair the equipment, we will not replace it until we get the repair cost from you;
		i)	any fines or penalties imposed on us by a payment scheme or regulatory authority because you did not comply with the rules or applicable laws or because of anything you did or did not do in fulfilling your obligations.
13	Restricting or suspending your access	15.2	Unless we credit you for the valid receipts on a net settlement basis or we let you know otherwise, we will debit the fees from the bank account on the first business day of each month (collection date). If there is not enough money in the bank account on the collection date, we may:
13.1	We may immediately restrict or suspend your access to merchant solutions, including your ability to accept cards and transaction types, and any bank account that you hold with us if:	a)	debit the amounts due when there is money in your bank account; or
	a) we know or suspect that merchant solutions or your bank account is involved in any prohibited activities;	b)	take it from the amounts that are due to you (net settlement).
	b) we must do so to comply with any applicable law or rule.	15.3	We aim to give you at least five business days' notice before we debit the bank account with any amounts other than the fees.
13.2	It is not always possible to let you know beforehand if we do this. If we decide to investigate any of your banking activities, you cannot avoid the investigation by closing your bank account or ending your relationship with us. If you close your bank account or end your relationship with us while we are investigating, we may hold your money to protect ourselves, the payment schemes, any regulatory authority, or a third party against the risk of losses and claims. You are responsible to pay all charges related to your bank account even after it is closed.	15.4	If you do not have enough money in your bank account for the fees and other amounts set out in this clause, you authorise us to debit the fees and other amounts from any other bank account that you have with us.
14	Commission, fees and other amounts that you must pay	15.5	We may set off any credits due to you against any debits due by you under the agreement.
14.1	You must pay the merchant commission, fees and other amounts that apply to merchant solutions and any transaction types that you apply for. Other amounts include taxes, duties and penalties. The commission, fees and other amounts that apply are in the merchant solutions pricing brochure and include (as relevant):	16	Make sure you have the right bank account details
	a) registration costs;	16.1	You must make sure that we have your correct banking details on record to pay you. If we do not hear from you within 60 days after our first payment to you, we will assume that we deposited the credits that are due to you into the correct bank account. We are not responsible if you do not let us know in time that your credits are being paid into the wrong bank account.
	b) the merchant commission;	16.2	You must let us know if you change your bank account and confirm with us that we have received your notice. You must give us proof that the new bank account belongs to you.
	c) the card machine rental fee;		
	d) the deinstallation fee;		
	e) any other fee set out in the merchant solutions pricing brochure or that we let you know in writing you must pay to us.		

Unless we tell you otherwise, the change will take place within 10 business days after you have confirmed that we have received your request.

17 Confidentiality

17.1 Confidential information is all data relating to a party's business or technical, operational, financial and scientific matters, communicated by either party to the other, or processed by either party for purposes of the agreement, including:

- a) marketing, forecasts, analyses and strategies;
- b) structures and software;
- c) transaction data, records, business plans and customer information;
- d) know-how, trade secrets, systems, products, services and processes;
- e) drawings, designs and plans;
- f) this agreement; and
- g) any dispute resolution conducted in connection with this agreement.

17.2 Neither party may disclose or use any confidential information that they provide to each other unless they give each other permission. This does not prevent the other party from disclosing any confidential information that is public knowledge, or that they are legally compelled to disclose, or that they must give to any personnel who need it. **Your personnel must comply with the confidentiality obligations as if they are a party to this agreement.**

17.3 If either party intends to publish any material about the agreement (including any intellectual property) or make any other public statement about the relationship between them or about the agreement, then that party must first send it to the other party in draft form for approval.

17.4 At the end of the agreement, you and we must immediately:

- a) return all confidential information to the other;
- b) permanently delete all confidential information received from the other from all computers and electronic media (including all copies).

17.5 Each party may only keep confidential information received from the other if required to by any applicable laws or rules.

18 Intellectual property

18.1 You may use the intellectual property belonging to us, our service providers, and the payment schemes (including the payment scheme decals (logos)) only as approved by us. You must respect these intellectual property rights and not infringe on these rights.

18.2 We provide merchant solutions to you only. We do not give any rights of ownership or licence or any other rights to merchant solutions, the intellectual property rights in merchant solutions or any content of merchant solutions (including content belonging to third parties) to you or any other person.

18.3 If fulfilling our responsibilities means that you (or your licensors) must give us a licence or such other rights to your intellectual property, then you give us these licences or other rights that we require. Where you do not own the intellectual property, you warrant that you may sublicense or give such other rights in and to the intellectual property to us.

18.4 If the agreement ends, the rights granted to you and us will end immediately and you and we must immediately stop all use of the other's intellectual property. You must also immediately stop use of the intellectual property belonging to our service providers and the payment schemes (including the payment scheme decals).

19 Links to third-party sites or mobile applications

19.1 Some of the content that is available through merchant solutions may link to information or content from other people or entities, such as companies and organisations. This is referred to as third party content. Although we try to link only to trustworthy parties or systems, we are not responsible for any of the information that they provide. If we give a link to any information, person or business, it does not mean that we have checked or approved of the information or the source.

19.2 We are not responsible for:

- a) the content, security, operation or use of any third-party content or the products or services that they offer; and
- b) the accuracy, completeness or reliability of any information that you may obtain from the third-party content.

19.3 When you click on a link to third-party content, you leave merchant solutions. We do not collect or control any information that you submit after you leave merchant solutions. The privacy notice and

terms of use of the third party will apply. It is your responsibility to review third-party policies before you give any of your information on their sites. **You provide your information to third-party sites at your own risk.**

19.4 We do not give any guarantee about other websites, software or hardware, including their security or performance.

20 Giving us feedback

20.1 If you want to, you can provide feedback such as suggestions, comments, improvements and ideas, about merchant solutions or any of our products and services that we provide or can provide to you.

20.2 You agree to all the following in relation to your feedback:

- a) we have no duty to accept or implement your feedback;
- b) your feedback becomes our property and you give up any rights that you may have to it. As far as the law allows, you give up your moral rights and agree not to claim these rights against us, our third-party licensors or their business partners, employees, affiliates, successors and licensees, even after this agreement ends. Moral rights include any right to claim authorship of a work and to be credited for creating it;
- c) we and our third-party licensors may use the feedback as if it were our own. We may implement, exploit, transfer, assign and allow anyone to use, implement, exploit, transfer and assign the feedback;
- d) we do not need your consent to use the feedback, and we have no duty to account to you for the use of the feedback;
- e) we have no duty to credit the feedback to you;
- f) we have no duty to compensate you for using the feedback, including paying royalties or licence fees.

21 You indemnify us against losses and claims

21.1 You indemnify us against any losses or claims that we may incur or that we may be held responsible for. This includes any losses or claims that arise in connection with any one or more of the following:

- a) your failure to keep to the agreement or to comply with the rules or applicable laws;
- b) any action taken by a payment scheme or a regulatory authority because of anything you do or do not do for example, if they decide to impose any fees, fines, penalties or other amounts on us because of any such act or omission. This includes not complying with PCI DSS;
- c) the seizure or withholding of any money by any payment scheme, regulatory authority or sanctioning body;
- d) your infringement of any third party's rights, including any intellectual property rights.

21.2 Any money you owe under this clause is due on demand.

22 Limit on responsibility to each other

22.1 You and we are not responsible to each other for any consequential losses or claims, including for loss of profit, revenue, anticipated savings, business transactions, goodwill or other contracts, even if it arises from negligence or breach of contract.

22.2 We make every effort to ensure that our product merchant solutions is continually available to you. However, the availability of merchant solutions is dependent on factors beyond our control, including:

- a) any downtime;
- b) issues of any payment clearing house system operator, issuer, or PSP;
- c) availability and performance of the mobile telephone network;
- d) quality of internet service.

22.3 This clause does not exclude or limit any responsibility that, by law, cannot be excluded or limited.

23 Product warranties

23.1 Our product merchant solutions and all its components are provided "as is," "as available" and with all faults. Subject to applicable laws we disclaim all warranties, express and implied, including any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title and fitness for any purpose.

23.2 We do not warrant (promise) that our product merchant solutions will be error-free, uninterrupted or free from spyware, malware, adware, viruses, worms or other malicious code, or that it will meet your requirements. We do not promise that our product merchant solutions will integrate with your hardware, with your operating systems or with any other software installed on your computers.

23.3	You acknowledge that we do not have any control over the products or services that your customers pay for through merchant solutions.	24.9	When we terminate the agreement, all rights given to you for merchant solutions will end immediately.
24	Ending the agreement	24.10	Termination of the agreement will not relieve either you or us of any obligations imposed by any applicable law or rule or by the agreement before its termination, nor will it relieve you of your liability for chargebacks or other losses and claims that we incur.
24.1	You may end the agreement:	25	Changes to the agreement
a)	on one calendar month's notice to us at any time after the initial period;	25.1	We may change the agreement or any part of it (including the merchant solutions terms, any transaction schedule or equipment schedule) and introduce new terms and conditions and changes to the fees at any time. We will tell you about the changes, through our website, our product merchant solutions, by SMS, email or any other form of communication that we may use. If the change would have a significant effect on you, we will let you know at least 20 business days before the change comes into effect.
b)	at any time if we breach the agreement and, if the breach can be remedied, we do not remedy the breach within five business days of you notifying us of the breach.	25.2	If you don't agree to the changes, you must stop using the product before the change happens. You will then have limited access to your product. You can contact us to discuss a more suitable product for your needs.
24.2	A calendar month is a full month starting on the first day of the month and continuing to the last day of the month. You may only end the agreement by contacting our Contact centre or by sending us an email to mps@standardbank.co.za . If you send an email, you must check that we have received it. If we do not acknowledge receipt, it means that we might not have received your email and the agreement will continue. We will continue to charge you the fees and other charges in terms of this agreement.	25.3	You may not change any of the terms of the agreement or any part of it. If you continue to use the product after we change the terms of the agreement or any part of it, we treat it as if you have accepted the change.
24.3	You must pay the deinstallation fee if you end the agreement before the end of the initial period, except in either of the following circumstances:	26	General provisions
a)	you end the agreement because you do not wish to accept changes that we make to the agreement; or	26.1	You must not do anything that may negatively affect or damage our good name or reputation.
b)	we breach the agreement and, if the breach can be remedied, we do not remedy the breach within five business days of you notifying us of the breach.	26.2	Nothing in this agreement may be interpreted to mean that:
24.4	We may end this agreement in any of the following circumstances:	a)	a party is authorised to enter into contracts or arrangements for the other party. Either party is bound or responsible other than as set out in this agreement.
a)	we have a right to end the agreement under this agreement;	b)	a party is responsible for the debts of the other party;
b)	you are or take steps to place yourself in liquidation, whether as a voluntary or a compulsory measure, or under judicial management, in either case whether provisionally or finally;	c)	this agreement is a partnership, employment contract, joint venture arrangement or agency agreement between you and us.
c)	you take steps to deregister yourself or are deregistered;	26.3	You must keep your contact details up to date so that we can communicate with you. If you do not receive a communication that we send, we may treat it as if you have received the communication for any of the following reasons:
d)	you stop or threaten to stop business;	a)	you have not informed us of any changes to the contact details that we have on record for you;
e)	you fail to process any transactions for longer than six consecutive months at a time;	b)	the communication is blocked by your email service provider;
f)	you are incurring a high rate or an excessive number of chargebacks and invalid transactions;	c)	you are otherwise unable to receive communications.
g)	you do something that would be an act of insolvency (as defined in the Insolvency Act 24 of 1936) if it was done by a natural person;	26.4	If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add us to your email address book so that you can receive our emails. If you or we send a notice, a confirmation, an agreement, an approval or a consent, or if you or we need to let each other know something, it must be in writing. We can exercise our sole discretion for anything that we need to give you in writing.
h)	you fail to satisfy a judgement for more than R300 000 within 21 days after you became aware of the judgement;	26.5	You and we are liable for anything that your and our personnel (or anyone who could reasonably be taken to be such persons, including in your case the PSPs) do or do not do.
i)	you or any other person starts business rescue proceedings for you in terms of the Companies Act 71 of 2008;	26.6	You must not use the services of any subcontractor for this agreement without our written permission.
j)	you breach the agreement and (if such a breach can be remedied) you do not remedy that breach within five business days after we notified you of the breach;	26.7	Certain clauses, as well as any other terms that by their nature should survive, will survive the termination of the agreement. These include definitions, invalid transactions, chargebacks, our right to delay or suspend payment or to debit the bank account, our authority to debit your bank account, confidentiality, intellectual property, ending the agreement, limitation of liability and these general provisions.
k)	we suspect fraud, unauthorised or improper conduct or we suspect that you may be involved in a prohibited activity. In this instance we may also confiscate any equipment in your possession;	26.7	We may audit your compliance with the agreement. We will give you reasonable notice of the audit and conduct it in a reasonable way to cause minimum disruption to your business. We may allow any regulatory authority or payment scheme and any person appointed by these entities to participate in any audit and to receive the results of the audit. Where we have reasonable grounds to believe that you are not fulfilling your obligations, we may carry out an audit without giving you notice first. You must, at no cost to us, give help that we reasonably require for the audit, including access to your personnel, records and premises. We may also engage third-party advisors (including internal or forensic auditors) to audit your compliance with the agreement.
l)	we are asked to do so by any payment scheme or regulatory authority or in line with the rules or any applicable laws;		
m)	we suspect that you exposed us or any payment scheme or regulatory authority to any risk through your use of merchant solutions;		
n)	a competent court orders us to do so;		
o)	we give you one month's notice.		
24.5	During your notice period, we will charge you all the amounts that are due, whether we have already collected the equipment from you or not. We may also change our billing process from monthly to daily or from gross to net settlement and even bill you early for the month, on notice to you.		
24.6	You must comply with any obligations you may have, including if you have rented any equipment from us under the agreement.		
24.7	If we terminate the agreement because we suspect that you are engaging in any prohibited activity, we may also share your details with law enforcement agencies, SABRIC, MATCH, MPRS, SAFPS, the payment schemes or any regulatory authority (including the Financial Intelligence Centre), as well as any entity involved in fraud prevention.		
24.8	On termination, we may hold your funds for a period reasonably required for protection against the risk of liability to us or a third party if we believe or suspect that you may be engaging in any prohibited activity or for future payments of chargebacks.		