

YOMANE'S BASIC BUSINESS TERMS AND CONDITIONS

1 Description of services

- 1.1 YoManE owns a proprietary payment gateway that facilitates a Prepaid closed loop ("the Payment Gateway") on behalf of Merchants, Clients and related Users ("Parties").
- 1.2 YoManE provides a facility, whereby a Merchant will be able to process a transaction for the sale of goods and/or services to a User on the basis of:
 - 1.2.1 the presentation by the User of a defined Prepaid Card, authorised by the User through the use of a PIN, verified by the Payment Gateway; or
 - 1.2.2 the use of a Mobile Application, authorised by the User through the use of PIN, verified by the Payment Gateway;
 - 1.2.3 the Payment Gateway verifies that there are sufficient funds in the account for that transaction at that time, or otherwise;
- 1.3 Upon authorisation by the User, the Payment Gateway will instruct the Bank holding the User's funds to settle the Merchant.

2 Interpretation

- 2.1 Headings and instructive notes are inserted for convenience only and will not be used in the interpretation, or affect the construction of these terms and conditions.
- 2.2 Words and expressions will bear the meanings assigned to them.
- 2.3 The interpretation and validity of these terms and conditions will be governed by the laws of the Republic of South Africa.

3 Definitions

Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings:

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- 3.1 "terms and conditions" – the terms and conditions contained herein and all annexures hereto, as may be amended or supplemented from time to time;
- 3.2 "Bank Account" – the escrow bank account established with a registered bank from which a Merchant is settled;
- 3.3 "Client" – person who establishes the Bank Account on behalf of related Users;
- 3.4 "Days" – calendar days, unless Working Days are specified;
- 3.5 "Merchant Account" – the bank account nominated by the Merchant in writing from time to time, into which all amounts owing by the User to the Merchant will be paid in accordance with these terms and conditions;
- 3.6 "Mobile App" – the secure YoManE software application that is integrated with the Payment Gateway and may be used on mobile devices to enable the processing of a Transaction between a User and a Merchant;
- 3.7 "Payment Gateway" – the payment gateway provided by YoManE which processes the Transaction between a registered User and a Merchant;
- 3.8 "PIN" – User's Personal Identification Number used to authorise a Transaction;
- 3.9 "POS terminal" – Point of Sale device, approved by YoManE, such as a card-Prepaid terminal, approved application loaded on a tablet or smartphone, or internet browser, which is able to accept a User's PIN, communicate with the Payment Gateway and provide authorisation of a Transaction;
- 3.10 "Prepaid Card" – a magnetic stripe encoded card issued by the Client to a User with a unique PIN;
- 3.11 "Promotional sign" – the Client or YoManE logos which may be displayed by the Merchant at its premises as agreed from time to time;
- 3.12 "Transaction" – a transaction concluded between a User and a Merchant, for the purchase of goods and/or services, as authorised and authenticated through the use of the Prepaid Card or Mobile App;
- 3.13 "User" – a person to whom a Prepaid Card or Mobile App is registered;
- 3.14 "Working Day" – any day which is not a Sunday or a public holiday recognised as such under the Public Holidays Act, 1994 (Act No. 36 of 1994);
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- 3.15 "YoManE Fee" - an agreed fee payable to YoManE by the Merchant which will comprise either a fixed fee per transaction and/or a minimum fee and/or a portion of the total value expressed as a percentage of all Transactions concluded between the Merchant and the User, to which VAT will then also be added;

4 Business Model

- 4.1 Subject to the provisions of these terms and conditions, the Merchant undertakes to accept a Prepaid Card or Mobile App, presented by the rightful User as a means of payment for a Transaction.
- 4.2 The Merchant undertakes to supply the goods and/or services at a price not exceeding the Merchant's normal cash price in respect thereof and not to discriminate against any User by adding any surcharge or by setting a minimum or maximum transaction amount as a condition of honouring any Prepaid Card or Mobile App.
- 4.3 Upon the conclusion of a Transaction, the Payment Gateway will instruct the Bank to pay the Merchant from the Bank Account.
- 4.4 The Merchant shall be liable for the YoManE Fees.

5 Authorisation

- 5.1 Authorisation of a transaction shall occur by:
- 5.1.1 Swiping the Prepaid Card at the POS terminal and verification of the User by inputting a PIN; or
- 5.1.2 The User using the Mobile App to initiate payment and inputting a PIN.
- 5.2 In the event of a POS terminal system failure or Mobile App failure, the Merchant will be unable to process a transaction, as there is no procedure for offline Transactions.
- 5.3 If the Merchant is suspicious of the transaction or the Prepaid Card presented or the proof of payment via the Mobile App, the Merchant may decline a transaction and shall report the matter to YoManE.
- 5.4 An authorisation granted by the Payment Gateway merely confirms that there are sufficient funds linked to the PIN presented together with the Prepaid Card or inputted into Mobile App to complete the Transaction as at the time and date of such authorisation. Such authorisation does not warrant:
- 5.4.1 The validity or genuineness of the Prepaid Card;
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- 5.4.2 The identity and capacity of the person presenting the Prepaid Card or using the Mobile App; or
- 5.4.3 The actual payment of the value of the authorised transaction.
- 5.5 A Transaction authorised by the presentation of a Prepaid Card or the Mobile App and the insertion of the User's PIN at a Merchant and verified by the Payment Gateway, may not be cancelled or countermanded by either the User or the Merchant after receipt of the instruction to pay has been received by the Payment Gateway.
- 5.6 Any disputes about delivery of goods or services, whether as to quantity or quality or the like shall be as between the User and the Merchant and shall not involve YoManE.
- 5.7 No refunds shall be allowed through the Payment Gateway.

6 Merchant Obligations

In addition to those obligations contained elsewhere in the Agreement, the Merchant must:

- 6.1 Not issue cash to a User using the Payment Gateway;
- 6.2 Not use the Payment Gateway for any purpose other than as payment for the delivery of goods or services;
- 6.3 Ensure the time function which forms part of the POS terminal reflects the correct date and time; and
- 6.4 Not use the Payment Gateway to effect refunds.

7 Payment to the Merchant

- 7.1 All payments to the Merchant, shall be made by the Bank into the Merchant Account, as nominated by the Merchant in writing from time to time; provided that the Merchant must immediately give YoManE written notice in the event of the change of bank account details.
- 7.2 YoManE is irrevocably authorised by the user to instruct the Bank to settle the Merchant from the Bank account with the total value of valid transactions.
- 7.3 YoManE may deduct from payments to a Merchant the amount of the YoManE Fee owing in respect of that payment (or any previous Transactions if not yet paid).
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- 7.4 In electronically posting the value of a Transaction to the Payment Gateway, the Merchant warrants that:
- 7.4.1 The information thereon is correct;
 - 7.4.2 The Transaction in fact originated between the User and the Merchant;
 - 7.4.3 There has been due and proper performance by the Merchant of its obligations in terms of the supply of goods, services or other facilities to the User;
 - 7.4.4 The value thereon is in respect of the undertaking to supply goods, services and/or other facilities and that no other additional charges are included;
 - 7.4.5 There has been due compliance with all the material terms of the agreement; and
 - 7.4.6 The Merchant Account details are correct and up to date at the time of posting.
- 7.5 The Client and YoManE are indemnified by the Merchant in respect of all losses, costs, penalties, payments or any other liability whatsoever arising from any dispute, claim or defence raised by the User against the Client and/or YoManE where such dispute, claim or defence is a direct consequence of any act or omission on the part of the Merchant;
- 7.6 The following payment procedures shall apply:
- 7.6.1 At the end of an operational cycle (being the end of each calendar month, unless otherwise agreed in writing) the Payment Gateway will deliver a report of all Transactions completed during that operational cycle;
 - 7.6.2 The amount owing by the User to the Merchant as reflected on the aforementioned report shall be deemed (save for manifest error) to be the amount owing to the Merchant for the period;
 - 7.6.3 YoManE is authorised by the User to instruct the Bank to make payment of the amount equal to the sum of the value of the Transactions concluded between the User and the Merchant, for the period, to the Merchant from the Bank Account;
 - 7.6.4 Such payment shall be made into the Merchant Account from the Bank Account without any deduction, charge or set off (save for the YoManE Fee that is lawfully paid over to YoManE in terms of these terms and conditions);
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- 7.6.5 Should there be any dispute as to the amount owing by the User to the Merchant, the Merchant and the User shall resolve this dispute. YoManE shall abide by the determination of that dispute; provided that YoManE shall not be liable for any amount that was disbursed in accordance with these terms and conditions.
- 7.6.6 Any short payment by the User shall be paid over to the Merchant by the Bank on instruction of the Payment Gateway (if there are sufficient funds held in the Bank Account, failing which the User shall settle these directly).

8 Warranties

By presenting a Transaction for payment, the Merchant warrants that:

- 8.1 All statements of fact contained therein are true;
- 8.2 Goods and/or services were delivered or supplied at the Merchant's normal cash price and that the price contains no additional charges or element of credit whatsoever;
- 8.3 The said Transaction between the Merchant and the User is not illegal;
- 8.4 There has been due compliance with all the terms of these terms and conditions;
- 8.5 The goods and/or services were in fact supplied by the Merchant to the User; and
- 8.6 The Client and YoManE are indemnified against any claim or liability that may arise from a dispute between the Merchant and the User in respect of goods and/or services supplied or delivered, and the onus shall be on the Merchant to provide evidence to the satisfaction of the Parties that the debit of the Bank Account was authorised by the User.

9 Invalid transactions

A Transaction will be invalid if:

- 9.1 The supply of goods or services is for any reason illegal;
- 9.2 The commencement date indicated on the Prepaid Card has not yet been reached or the Prepaid Card has expired in that the expiry date indicated on the Prepaid Card has been reached;
- 9.3 The price charged is in excess of the Merchant's normal price for the supply of goods or services;
- 9.4 No goods or services were in fact delivered to the User;
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- 9.5 The Merchant fails to adhere to the terms of these terms and conditions relative to the Transaction; or
- 9.6 The delivered goods paid for by the User were received broken or otherwise not suitable for the purpose for which they were sold and the User tendered return thereof.

10 Statements

- 10.1 YoManE will produce a monthly statement for the Merchant and the User, which statement may be accessed by the Merchant or the User on-line or in the case of the User through the Mobile App. The statement will set out the amount and a description of each Transaction concluded in the period.
- 10.2 The Merchant or the User must raise any query regarding the correctness of any statement or payment within 30 (thirty) days of receipt of the statement, failing which the other Parties may assume that all the entries on the monthly statement are correct.

11 Fraudulent Transactions

- 11.1 In this clause, the term "fraudulent transactions" means any transaction which in terms of the common law or statute would constitute fraud (irrespective of whether the Payment Gateway verified payment) and will include any purchase and/or transaction arising from the use of a Prepaid Card or the Mobile App by a person other than the authorised User.
- 11.2 The Merchant shall not conclude Transactions that it knows or should reasonably have known were fraudulent or unauthorised by the User. The Merchant agrees that it shall be responsible for the actions of its employees at all times.
- 11.3 A User shall be entitled to dispute and repudiate any Transaction that has been fraudulently generated.
- 11.4 YoManE reserves the right to immediately terminate these terms and conditions if fraud is perpetrated by the Merchant or any of its employees.
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12 Disclosure of Information

- 12.1 The Merchant must advise YoManE in advance of any material change in the nature of its business which will change its business classification and/or change in ownership as indicated on the application form. Failure to comply with this provision will result in the immediate suspension of the Merchant's access to the Payment Gateway, the reporting of the Merchant to the relevant authorities and the termination of these terms and conditions.
- 12.2 The Merchant may not disclose, sell, purchase, provide or exchange a User's name or account number information in whatever form, including but not limited to the form of mailing lists, tapes, or other media obtained due to a Transaction, to third parties, except as required by law.

13 Displaying of symbols

- 13.1 The Merchant shall display such Promotional signs as may be provided by YoManE and/or the Client from time to time, in such a manner that the public will be informed of the Merchant's willingness to conclude Transactions using the Payment Gateway (whether by Prepaid Card of the Mobile App).
- 13.2 The Merchant may not in any way whatsoever state, imply or create the impression that the Client or YoManE endorses or guarantees any of its goods and/or services.

14 Inspections

- 14.1 YoManE have the right to conduct physical inspections and investigations at the Merchant's premises in handling claims of Users and for purposes of investigating suspected fraud.

15 Confidentiality of PINs and Users' Account Numbers

- 15.1 The Merchant must treat a User's account number and PIN (where applicable) as confidential and shall not cause or permit or allow any form of disclosure of such account number and/or PIN (where applicable) to any other person except as required by law;
- 15.2 The Merchant shall provide the User with a secure environment to enable the User to input his or her PIN on a POS terminal or on the Mobile App.
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- 15.3 YoManE shall have access to information and accounts of the Client, User and the Merchant through the Payment Gateway at any time and shall respect the confidentiality thereof and shall be entitled to make use of such information for the purposes of providing the service to the Client and the Merchant/s. On an anonymous and aggregated basis, YoManE may use such information to improve the quality of its services to other clients, users and merchants and to market the Payment Gateway from time to time.

16 Indemnity and Limitation of Liability

- 16.1 The Merchant, Client and the User irrevocably and unconditionally indemnify YoManE in respect of any claim whatsoever by any third party arising from the use of the Payment Gateway under these terms and conditions.
- 16.2 Under no circumstances shall YoManE be liable for any Transaction or in respect of the delivery or non-delivery of any goods or services or the non-payment therefore.
- 16.3 In addition to any other obligation contained elsewhere in these terms and conditions, YoManE shall have no liability whatsoever in respect of consequential or indirect damages, pure economic loss, loss of profit and the like arising from the operation of the Payment Gateway or the implementation of these terms and conditions.
- 16.4 In any event, YoManE's total cumulative liability to any and all Parties in any one calendar year shall never exceed the sum of all YoManE Fees received by it in the previous 6 (six) month period.

17 Breach

- 17.1 Should any Party commit a breach of any material provision of these terms and conditions and fail to remedy such breach within 14 (fourteen) days after receiving written notice from the other Party requiring it to do so, then the aggrieved party will be entitled to cancel these terms and conditions with immediate effect or to claim specific performance of all the defaulting Party's obligations whether or not such obligations would otherwise have fallen due for performance, in either event without prejudice to the aggrieved Party's right to claim damages and other rights in law.
- 17.2 YoManE shall be entitled to deny access to the Payment Gateway to any Party that ceases to trade, commits an act of insolvency or is placed into business rescue in terms of the Companies Act, 2008.
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18 Resolution of Disputes

- 18.1 Should any dispute arise between the parties in connection with the interpretation or application of the provisions of these terms and conditions including when a party is in breach if these terms and conditions, as well as including its termination or the validity of any documents furnished by the Parties pursuant to the provisions of these terms and conditions, unless resolved amongst the parties this dispute will be determined by the South African courts in accordance with the provisions of the laws of the Republic of South Africa.

19 Duration

- 19.1 These terms and conditions shall be effective from date on which a Client, User or Merchant conducts business using the Payment Gateway and shall remain in force for an indefinite period for so long as they make use of the Payment Gateway, or make any claims in respect thereof.

20 General

- 20.1 YoManE may amend these terms and conditions from time to time by posting them on its website.
- 20.2 The Client, User and the Merchant may not cede or assign any of its rights or obligations under these terms and conditions.
- 20.3 No Party may set off any amount which is due and payable by it against any amount owing to it by another Party, unless otherwise agreed herein.
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