

PayU User Agreement

Your use of the Wallet and the Services (as defined below) is subject to the terms of this User Agreement (defined below). Please read this User Agreement carefully before deciding to use the Wallet and the Services.

You should pay special attention to the parts in bold as they have especially important consequences for you. For example, they may limit the risk or liability of PayU or a third party, may create risk or responsibility for you, compel you to indemnify PayU or a third party or, serves an acknowledgement of fact by you. Before you register as a PayU Wallet user (**User**), you must read, understand and accept the terms and conditions contained in this agreement, our [Website Terms](#) and [Privacy Policy](#) and other policies or documents which are incorporated by reference in this agreement and are accessible to you on our website at www.payu.co.za (**Website**) (the **User Agreement**).

If you click or check “I accept” on the checkbox provided and we accept your registration, this User Agreement becomes a legally binding contract between you and the PayU entity for your country listed in the Country Specific Terms found at the end of this User Agreement (**PayU** or **us**). This User Agreement applies to your use of a ‘PayU Wallet’ (a **Wallet**) and the various payment services made available to you by PayU (the **Services**). If you do not accept this User Agreement, you may not register for a Wallet or use the Services.

This User Agreement incorporates by reference of additional terms and conditions, including our [Privacy Policy](#) and our [Website Terms](#) and any other policies or documents that you should access and read, as they may contain further terms and conditions that apply to you.

You may access this User Agreement at any time on the [User Agreement](#) page on our Website. The headings in this User Agreement are for reference purposes only and do not limit the scope of any section.

This User Agreement may be amended from time to time. New or amended documents will be posted on the Website and on the PayU mobile application (the **Mobile App**) on the [Policy Updates](#) page, which is accessible from the [PayU Legal Agreements](#) page. The new or amended documents will apply to you from the earlier of date of acceptance via the Mobile App or Website, or within 30 days of being posted on the Website. If you disagree with any amendment, you should stop using the Wallet and Services immediately.

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1. ELIGIBILITY

Wallets are available to any individual over the age of 18 or the age of majority in your country (whichever is higher) who is a resident of a country listed in the Country Specific Terms found at the end of this User Agreement. **By registering for a Wallet you represent (promise) to us that you meet are eligible to enter into this User Agreement with us.**

2. REGISTRATION

In order to register for a Wallet, you must meet the eligibility criteria in 1 above, accept this User Agreement and complete the registration process for a Wallet. Completion of these steps does not automatically entitle you to a Wallet. We may, in our sole discretion (acting reasonably) refuse your registration if, for example, you have previously been suspended from any of our services or you pose an unacceptable level of risk.

3. DESCRIPTION OF WALLET

- 3.1. **Nature of Wallet.** The Wallet operates as a virtual wallet in which money (**Credits**), credit card details (**Cards**) and/or other payment tender types can be stored and utilized for payment (a) to other Users; and (b) to sellers that support payments made via the Wallet (**Merchants**). Please note that not all Merchants may support all Wallet functionalities at all times.
- 3.2. **Access.** You can access your Wallet by logging into the Website or the Mobile App, or through approved partner sites and/or their mobile applications (collectively, **Partners**). Your Wallet transaction history and Credit balance is available on the Website or through the Mobile App.
- 3.3. **Limitations.** You may not hold more than one Wallet, act as an agent for another person in opening and/or operating a Wallet or allow beneficial ownership of all or part of your Wallet by a third party (including a juristic entity in which you have an interest).
- 3.4. **Wallet for payments only.** This User Agreement applies to Users as the makers of payments. Should you wish to receive payments as a merchant through PayU, you must complete a separate registration process which can be found on our website.
- 3.5. **PayU acts as your agent.** This User Agreement regulates the use of your Wallet and the Services described in 4 below. You hereby appoint PayU to act as your agent to manage the Wallet, and to receive and transfer funds on your behalf in accordance with this User Agreement. PayU accepts this appointment.

4. PAYMENT SERVICES

A Wallet allows you to make payments or allocate funds using the payment tender types set out below. PayU may add payment tender types from time to time by updating this User Agreement.

4.1. Cards and Services relating to Cards

- 4.1.1. You can load locally issued credit cards into your Wallet by storing the details, including the card number, expiration date and cardholder's name (**Card Details**) of credit cards that PayU accepts. PayU accepts VISA, MasterCard, American Express and Diners Club International (**Cards**). You may store up to 3 locally issued Cards in your Wallet at any one time and up to 10 locally issued Cards in your Wallet over the lifetime of your Wallet. Stored Card Details are encrypted and stored in our secure Payment Card Industry (**PCI**) compliant environment.
- 4.1.2. To make a Wallet purchase from a Merchant, you must elect to pay using your Wallet. You will then be able to make your purchase without the need for you to provide Card Details to the Merchant. Instead, if you are transacting online, you will be required to log into your Wallet using your password, or if transacting through your Mobile App by using 4 to 6 digit pin number (**PIN**). We will subsequently retrieve your encrypted Card Details and process the payment against your Card on behalf of the Merchant. You hereby consent to PayU providing your Card Details to Merchants or Partners from whom you make purchases (as is necessary to complete the transaction).

- 4.1.3. You cannot pay a Merchant or Partner partially by Card and partially out of Credits.
- 4.1.4. Depending on the type of services we provide to the relevant Merchant, your Card statement will reflect the payment as one made either to the relevant Merchant or to PayU.
- 4.1.5. Card refunds given by Merchants will be processed onto your Card.
- 4.1.6. Should you encounter an error, declined transaction, payment failure, payment timeout, or unavailable funds message whilst concluding a transaction depending on the error message received you will need to restart the payment request or make a new payment request using a different payment type from within your Wallet. Please note that certain failed transactions may not be restarted due to, for example, your daily limit being reached or your credit card being declined by your bank.

4.2. **PayU Credits and Services relating to Credits**

- 4.2.1. You can load funds (**Credits**) into your Wallet by paying funds into PayU's bank account using a Card or with the cash payment methods that may be available from time to time (as indicated on our Website and Mobile App). You may also receive Credits from other Users who have successfully sent Credits to you.
- 4.2.2. Credits in your Wallet are held separately from PayU's other funds and are held by PayU as agent on your behalf. You agree that any interest accruing on funds transferred to PayU accrues to PayU. Depending on the payment method you choose, there may be restrictions on how soon you can use the Credits in your Wallet.
- 4.2.3. To make a Wallet purchase from a Merchant or through a Partner, you must select to pay using your Wallet. You will be directed to the Website to open your Wallet or you can open the Mobile App using your PIN. You will then instruct PayU to make the payment on your behalf and indicate whether you want us to process the payment with your Card or Credits.
- 4.2.4. If you have insufficient Credits in your Wallet to make the instructed payment, you will receive a payment failure notification. You cannot pay a merchant partially out of Credits and partially by Card.
- 4.2.5. You cannot use Credits in your Wallet for any purpose other than to make payment to a Merchant or through a Partner or to allocate the Credits to another User. **At this time, you cannot cash-out or withdraw Credits loaded into your Wallet or instruct that such Credits be repaid to you.** Similarly, if you allocate Credits to another User, that User cannot cash-out or withdraw the transferred Credits in cash.
- 4.2.6. Refunds issued by Merchants where you have used your Wallet will be processed back into your Wallet, meaning that the funds will be transferred by the Merchant into PayU's bank account, to be held by PayU on your behalf in accordance with this User Agreement.
- 4.2.7. Should you encounter an error, declined transaction, payment failure, payment timeout, or unavailable funds message whilst concluding a transaction you will need to restart the payment request or make a new payment request using a different payment type. Please note that certain failed transactions may not be restarted due to, for example, your daily limit being reached.

4.3. **Person to Person transfers (P2P) (if applicable)**

- 4.3.1. In certain countries, you can instruct PayU to transfer some or all of your Credits to another User, in which event the transferred Credits will cease to be held on your behalf and will then be held by PayU on the other User's behalf. To check if P2P is available in your country and/or to find out more details P2P please visit our Website.
- 4.3.2. Upon receiving the Credits, the other User can then use such Credits in accordance with the terms of his/her User Agreement.

- 4.3.3. Should you receive Credits from another user, 4.2 above will apply to how you may use those Credits.
- 4.3.4. **It is your sole responsibility to ensure that you transfer Credits to the correct user name or mobile number. Please note the provisions of 5.1 below.**

5. NOTES REGARDING SERVICES

- 5.1. **No reversals.** Once PayU makes a payment in accordance with your instruction **you will not be able to instruct PayU to cancel or reverse the payment for any reason** (including overpayment, where payment is made to the wrong person or where goods purchased are not delivered or are defective). To reverse a payment you must contact the Merchant or Partner directly to arrange a refund, or to reverse an allocation to another User you must contact the User directly to arrange their allocation of Cash to you.
- 5.2. **Indemnity.** PayU shall not be liable for any payments made in accordance with your instructions and you hereby indemnify PayU against any loss, expense or damage which may be suffered, or any third party claims which may be made against PayU, arising out of payments made in accordance with your instructions.
- 5.3. **Chargebacks.** If you load Credits into your Wallet using a Card payment into PayU's bank account and the payment is thereafter charged back by the Card issuer, you will remain liable to PayU for any Credit payments made by PayU on your behalf prior to the chargeback.
- 5.4. **Limits.** PayU may implement limits on amounts that you can load into your Wallet and/or pay to Merchants or through Partners and/or allocate to other Users. Please see 21 below for limits applicable to your country. PayU may change the limits at any time by updating the relevant section of this User Agreement. Certain changes may be required by applicable law and may be enforced immediately without notice.
- 5.5. **Recurring Transactions:** certain transactions may be loaded by our Merchants or Partners as recurring transactions, meaning that you authorise us to deduct amounts from your Wallet whenever you make a purchase from such Merchant or Partner, without obtaining additional security verification from you. You provide this consent to us for the duration of this User Agreement.

6. TERMS APPLICABLE TO CERTAIN PURCHASES

A Wallet may allow you to purchase certain products, such as airtime or lottery tickets, that are governed by additional terms. Please see 21 below for current products and terms applicable to your country. PayU may change the products and terms at any time by updating the relevant section of this User Agreement.

7. FEES AND CHARGES

Please see 21 below for fees and charges applicable to your country. PayU may change its fees from time to time by updating the relevant section of this User Agreement.

8. YOUR INFORMATION – PLEASE ALSO SEE OUR [PRIVACY POLICY](#)

- 8.1. **Providing information.** When you register for a Wallet, you will be required to provide certain personal and other information (including Card Details) (**Personal Information**) to PayU to enable us to provide the Services to you. When you use the Wallet and the Services, certain of your Personal Information may be transmitted to the relevant Merchant, Partner or other User (as is necessary to complete the transaction), and/or you may be requested to provide us and/or the relevant Merchant, Partner or other User with further information. PayU respects your privacy and shall take all reasonable and legally required steps to protect your Personal Information and other information.
- 8.2. **Accuracy of information.** To the extent **allowed by law**, you are solely responsible for providing true, accurate, current and complete Personal Information and other information to us, Merchants, Partners and other Users; for maintaining and promptly updating your Personal Information to keep it true, accurate, current and complete; for acquainting yourself and complying with all relevant rules and legislation in force from time to time and applicable to any of the Services provided to you. **PayU will not be liable to you for any loss, expense, or damage suffered by you, or claims made by third parties against you, which arise**

from or in relation to your having submitted inaccurate Personal Information or other information. To the extent allowed by law, you further indemnify PayU against any loss, expense or damage we may suffer, or claims made by third parties against PayU, which arise from or in relation to you having submitted inaccurate Personal Information or other information.

- 8.3. **Identification and information.** You authorise PayU, during your initial registration process and from time to time thereafter, to make any inquiries it considers reasonably necessary to verify your identity, Personal Information and/or any other information provided. Such verification may include but is not limited to verifying the Personal Information you provide against third party databases, and requiring you to provide PayU with faxed or scanned copies of documentation such as the biographical data page of identification documents or proof of address. Personal Information provided to PayU will be kept confidential and will not be disclosed to any third party, save as described above. **PayU does not guarantee any Merchant's, Partner's or User's identity.**
- 8.4. You hereby consent to PayU, during your initial registration process and from time to time making all such queries and/or taking all such steps in respect of your information as PayU may be lawfully entitled to do from time to time.
- 8.5. **Use of your Personal Information and other information.**
- 8.5.1. PayU will not sell or rent your Personal Information to third parties for marketing purposes without your consent.
- 8.5.2. **By agreeing to this User Agreement you expressly consent to us using your Personal Information to communicate with you and (unless you opt out on the Website) to send you marketing and promotional information relating to our Services and the services offered by our Merchants and Partners. You can manage your notification settings by logging into your account on the Website.**
- 8.5.3. The manner in which we use your Personal Information is regulated in more detail as described in our [Privacy Policy](#). Please read our Privacy Policy to acquaint yourself with your rights and obligations in this regard.
- 8.5.4. **The Privacy Policy is part of this User Agreement. If you are not satisfied with the level of privacy we provide or otherwise disagree with the Privacy Policy, you do not accept this User Agreement.**

9. SECURITY

- 9.1. **Your security obligations.**
- 9.1.1. To become a User, you will be required to select and provide us with a unique username and password, which will enable you to sign into your Wallet on the Website. You will also be given a starting PIN or will be required to provide us with a PIN, which you will use to access the Mobile App. If you are given a starting PIN by SMS, it is your responsibility to select a new PIN.
- 9.1.2. It is your responsibility, and you agree, to keep your username, password and PIN secure and confidential at all times. You shall be fully responsible for all activities that occur under your username, password and PIN. You agree that your username, password and PIN will only be used for your own personal use and will not be disclosed to any other person, and that you will not enable any other person to access your Wallet. You acknowledge that if a third party becomes aware of your username, password and/or PIN, such person may gain access to all the Services and features associated with the operation of your Wallet. PayU cannot and will not be liable for any loss, claim or damage you suffer or incur arising from and/or as a result of the use, whether authorized or unauthorized, of your username, password and/or PIN. Should you forget, or for any other reason need to reset, your username, password and/or PIN, you can follow the process provided on the Website or in the Mobile App. Should you still encounter problems, please contact PayU on 086 111 PayU (7298) for local calls or +27 21 469 PayU (7298) for international/local calls or at support@payu.co.za.

- 9.1.3. You should immediately notify us if you believe:
- 9.1.3.1. there has been an unauthorized transaction or unauthorized access to your account;
 - 9.1.3.2. there is an error in your account history statement (you can access your account history by logging into your account on our Website) or in your transaction confirmation sent to you by email;
 - 9.1.3.3. your password or mobile PIN has been compromised;
 - 9.1.3.4. your PayU Wallet Mobile-activated phone has been lost, stolen or deactivated; or
 - 9.1.3.5. you need more information about a transaction listed on the statement or transaction confirmation.

9.2. **Our security obligations.**

- 9.2.1. PayU stores and processes Your Personal Information, as well as all information relating to the use of your Wallet, on computers that are located in the Republic of South Africa and protected by physical and technological security devices.
- 9.2.2. PayU complies with international PCI Data Security Standards (also known as PCI DSS), which set out the industry standards for maintaining a secure environment. Further details about our security policy and our compliance certificate can be found on the Website at <https://www.payu.co.za/content/security-centre>.
- 9.2.3. All Card Details are secured by secure socket layer (**SSL**) and transfer layer security (**TLS**) encryption and reinforced through various encryption processes in order to provide protection for all sensitive payment information. PayU does not store or access any unencrypted Card Details. Card Details entered by you are SSL and TLS encrypted and stored in our PCI compliant environment.
- 9.2.4. PayU uses third parties to verify our privacy principles.
- 9.2.5. PayU's registration documents and the Website's registered domain name are checked and verified by VeriSign.
- 9.2.6. PayU takes all reasonable steps to ensure the integrity and security of the Website, Mobile App and all back-office applications.

10. PROHIBITED CONDUCT

- 10.1. **Agreement of use.** You agree to use the Services in accordance with the terms of this User Agreement, our Website Terms, and all applicable laws, regulations and ordinances. In particular, you undertake not to engage in any of the following prohibited conduct:
 - 10.1.1. threatening, stalking, defrauding, inciting, harassing, or advocating the harassment of another person, Merchant, Partner or User, or otherwise interfering with another person's use of a Wallet, the Services, the Website or the Mobile App;
 - 10.1.2. submitting false, inaccurate, incomplete, outdated or misleading information on the Website or Mobile App;
 - 10.1.3. using a Wallet, the Services, the Website or the Mobile App to conduct fraudulent or illegal activities (including illegal gambling or gaming activities);
 - 10.1.4. delivering or attempting to deliver any damaging code to the Website or Mobile App, or attempting to gain unauthorised access to any page on the Website or Mobile App; or
 - 10.1.5. removing or modifying any copyright, trademark or other proprietary rights notice on the Website or Mobile App, or on any materials printed or copied off of the Website or Mobile App.

- 10.2. **Liability for prohibited conduct.** You acknowledge that if you breach any of the conditions set out in 10.1 above, PayU may incur substantial damages. Accordingly, in the event of a breach:
- 10.2.1. your Wallet may be limited, suspended or immediately terminated;
- 10.2.2. you may be subject to criminal prosecution;
- 10.2.3. **you will be liable for any damages we incur, including without limitation all costs, expenses, and fines levied on PayU by third parties such as payment processors and/or service providers as a result of your breach.**
- 10.3. **Litigation costs.** You agree that, if either you or PayU commence litigation or arbitration in connection with this paragraph 10.3, the prevailing party shall be entitled to recover lawyers' fees and any other costs reasonably incurred in such proceeding on the attorney and own-client scale, in addition to any other relief to which the prevailing party may be entitled.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. **Content.** You acknowledge that all the content, including works of copyright, trademarks, domain names, hyperlinks, information and agreements on the Website, Mobile App or used in relation to the Services (**Content**), are the property of or licensed to PayU and as such are protected from copying or infringement by local and international legislation and treaties. You agree not to unlawfully reproduce or copy Content by any means, whether electronically or otherwise, or to commit any act of infringement in respect of the Content. You agree to use Content only in accordance with the terms and conditions of this User Agreement, in particular, you are granted a non-exclusive, non-transferable, non-assignable limited licence to download, view and print Content from this Website for private and non-commercial purposes and for no other purposes whatsoever (including for re-distribution or any commercial use), save with the express prior written consent of PayU. To request such consent please contact PayU on 086 111 PayU (7298) for local calls or +27 21 469 PayU (7298) for international/local calls or at support@payu.co.za.
- 11.2. **Other intellectual property rights.** Any and intellectual property rights subsisting in the Website, the Content, the Services and the User Agreement, or otherwise developed by or on behalf of PayU, subsisting now or in future in any part of the world, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term (**Intellectual Property Rights**) vests in PayU and all rights not expressly granted are reserved.
- 11.3. **User generated content.** PayU cannot screen or edit all the user-generated content available on the Website or Mobile App (such as content on the PayU blog) and, to the extent allowed by law, does not accept any liability for illegal, defamatory, offensive or obscene content other than as a result of PayU's gross negligence in respect of screening Content on the Website or Mobile App. You are encouraged to inform PayU of any Content that may be illegal, defamatory, offensive or obscene.
- 11.4. **Rights to Personal Information.** Solely to enable PayU to use your Personal Information as contemplated by this User Agreement (so that we are not violating any rights you might have in your Personal Information), you hereby grant PayU a non-exclusive, worldwide, royalty-free, perpetual, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in your Personal Information, in any media now known or not currently known, with respect to your Personal Information. PayU will use and protect your Personal Information in accordance with our [Privacy Policy](#).

12. SOCIAL MEDIA AND EMAIL

- 12.1. The Website may include links to social media sites that allow you to, for example, "like" PayU Services and/or post messages about your experience with PayU. If you choose to use these social media platforms, you are solely responsible for ensuring that your use complies with all applicable laws, rules and regulations, this User Agreement and any terms, conditions and restrictions of the relevant social media platform.

- 12.2. The Website may also provide an option for you to send another person an email about PayU. If you provide another person's email address to us, you represent and warrant that you have the authority to do so and you expressly authorise us to send the email on your behalf. The recipient must be 18 years or older. We may elect not to transmit to an email address that appears on any applicable "do not contact" list.

13. YOUR RELATIONSHIP WITH MERCHANTS AND OTHER USERS

- 13.1. **Conduct of Merchants and other Users.** The agreements between PayU and Merchants and PayU and other Users oblige such Merchants and other Users to conduct themselves in a certain manner and prohibit various types of conduct. Should you experience any problems with a Merchant or another User, please contact PayU on 086 111 PayU (7298) for local calls or +27 21 469 PayU (7298) for international/local calls or at support@payu.co.za to report the problem. If we deem it necessary, we may investigate the complaint further and/or avail ourselves of our rights in respect of such Merchant or User.
- 13.2. **Involvement in disputes.** PayU reserves the right, but is not obliged, to get involved in any dispute between you and a Merchant or another User in an attempt to resolve same as well as to take all steps it deems reasonably necessary to combat suspected fraud. Such involvement may include PayU furnishing the authorities with and/or requesting from you certain documentary evidence where relevant.
- 13.3. **User acknowledgments.** You acknowledge and agree that:
- 13.3.1. PayU has no actual control over, and does not give any guarantees or representations in relation to the manner in which Merchants or other Users conduct themselves, whether a Merchant honours transactions and/or the products or services offered by Merchants;
- 13.3.2. any disputes which may arise between you and a Merchant or another User are between you and the Merchant or other User, to be resolved between you and the Merchant or other User alone, without PayU being in any way obliged to intervene or attempt to resolve such dispute; and
- 13.3.3. PayU (and our officers, directors, agents, subsidiaries, joint ventures and employees) will not be liable to you in relation to a Merchant or other User's conduct, including for any and all claims, demands and damages (actual and consequential) of any kind arising out of or connected to any dispute you may have with any Merchant or other User, including any dispute which PayU has attempted to resolve in terms of 13.2 above.

14. DISCLAIMER, LIMITATION OF LIABILITY

- 14.1. **No warranties.** To the extent permitted by law, PayU makes no representations or warranties, implied or otherwise, that the Services, the Content and technology available from the Website or Mobile App or information provided by PayU via email or other means will be available, timely, accurate, complete, correct, error-free, secure, uninterrupted, up-to-date and reliable, save to the extent expressly provided in this User Agreement. Please also see country specific terms in this regard. More specifically:
- 14.1.1. although PayU will use its reasonable endeavours to ensure the security of the Services and the PayU e-commerce network infrastructure, we cannot guarantee the security thereof and PayU will not be liable in any way whatsoever in respect of any loss or damage of whatever nature suffered by you or any third party as a consequence of a breach of security in respect of a Wallet, the Services, the Website, the Mobile App and/or the PayU e-commerce network infrastructure;
- 14.1.2. access to the Website and Mobile App may be restricted from time to time to allow for repairs, maintenance or the introduction of new services;
- 14.2. **As is.** To the extent permitted by law, you therefore agree that the Wallet, Services, Website and Mobile App are supplied on an "as is" basis, have not been compiled or supplied to meet your individual requirements, and are used at your sole discretion and risk and that it is your sole responsibility to satisfy yourself prior to accepting this User Agreement that the Services available from

and through the Website and Mobile App will meet your individual requirements and be compatible with your hardware and/or software. You are encouraged to report any malfunctions and errors by contacting PayU on 086 111 PayU (7298) for local calls or +27 21 469 PayU (7298) for international/local calls or at support@payu.co.za. More specifically:

- 14.2.1. hyperlinks provided on the Website and/or Mobile App to non-PayU sites are provided as is and PayU does not endorse, edit or sponsor the content on such web pages; and
- 14.2.2. information, ideas and opinions expressed on the Website and/or Mobile App should not be regarded as professional advice or the official opinion of PayU. You are encouraged to take professional advice before taking any course of action related to information, ideas or opinions expressed on the Website and/or Mobile App.
- 14.3. **No liability.** Without limiting the generality of the foregoing and to the extent allowed by law, we will not be responsible for any of the following even if we should have known there was a possibility you could experience the relevant problem and in each case whether suffered by you directly or indirectly:
 - 14.3.1. financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings, chargeable time or goodwill;
 - 14.3.2. any business interruption (including interruption to Services) or loss of or damage to information, however caused;
 - 14.3.3. loss or damage which we could not have reasonably known about at the time you entered into this User Agreement; and
 - 14.3.4. losses resulting from the use of the Services other than as described in this User Agreement and/or described on the Website or Mobile App.
- 14.4. **Allocation of risk.** You acknowledge that the allocation of risk and responsibility as set out in this User Agreement is reasonable because it accords with:
 - 14.4.1. PayU's inability to control how, and for what purposes, you use the Services;
 - 14.4.2. PayU not having developed any of the Services specifically for you;
 - 14.4.3. the fact that, while PayU follows good industry practice, it is not economically possible for PayU to test exhaustively any software that supports the Services; and
 - 14.4.4. the amount of fees, if any, paid by you for the Services.
- 14.5. **Liability.** To the extent allowed by law, nothing in this User Agreement will prevent or limit either of your or PayU's liability for:
 - 14.5.1. fraud or wilful misconduct;
 - 14.5.2. death or personal injury arising out of negligence; or
 - 14.5.3. negligence.
- 14.6. **Maximum liability.** Notwithstanding the above disclaimers of liability, should we nevertheless be found to be liable to you in relation to the Services for any reason, then, to the extent allowed by law, our maximum aggregate responsibility and liability to you (including for negligence and whether pursuant to one or more claims) in relation to this User Agreement and the Services will be limited to paying you the lesser of an amount equal to the total amount of fees you paid to us for such Service in the 12 months prior to the incident, or up to a maximum aggregated amount of R5,000 (five thousand rand).
- 14.7. **No indirect liability.** To the fullest extent allowed by law, none of PayU or any of its affiliates, subsidiaries, agents, suppliers and/or subcontractors will be liable to you for any indirect loss, or any incidental, special, punitive or consequential loss or damage, or any direct or indirect loss of profits, arising in relation to this User Agreement, the Wallet, Services, Website and/or Mobile App.

- 14.8. **Uncontrollable Events.** Whilst we aim to provide uninterrupted Services, unfortunately we cannot guarantee this as interruptions may be caused by factors beyond our reasonable control. To the extent allowed by law, under no circumstances will PayU be liable for any events beyond our reasonable control.

15. USER SUSPENSION AND TERMINATION

- 15.1. **Termination on notice.** Either of us is entitled to terminate the Services on 1 (one) month's prior written notice to the other. To terminate your Wallet, please email us at support@payu.co.za.
- 15.2. If you breach this User Agreement (for example by initiating a chargeback or engaging in fraudulent or prohibited conduct), then without prejudice to any of PayU's other remedies in law or under this User Agreement (including the right to claim damages), PayU (acting reasonably) reserves the right in its discretion to suspend your Wallet, limit your access to your Wallet or any of the Services or terminate your Wallet and this User Agreement immediately by notice to you. We may hold the Credits in your Wallet pending the outcome of any legal proceedings or investigations and apply it to our losses.
- 15.3. Upon termination of this User Agreement, your entitlement to use the Wallet shall cease. Any funds remaining in your Wallet should be used by you prior to closing your Wallet as you will not be able to use the funds following account closure. .
- 15.4. To the extent that your access to any of the Services is suspended by PayU in accordance with the provisions of this User Agreement, you acknowledge that you will forfeit your access to and/or use of those Services. Such suspension will not detract from any liability you have incurred prior to suspension.
- 15.5. The expiration or termination of this User Agreement shall not affect such of its provisions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this. In particular, but without limiting the generality of the foregoing, 11.1 to 11.4 will survive any termination of this User Agreement.

16. COMPLAINTS AND DISPUTES

- 16.1. Should you have any complaints relating to a Wallet, the Services, the Website, the Mobile App, a Merchant or another User, please contact PayU on 086 111 PayU (7298) for local calls or +27 21 469 PayU (7298) for international/local calls or at support@payu.co.za.
- 16.1.1. In respect of a Wallet, the Services, the Website and the Mobile App, PayU will take such measures as it deems reasonable or necessary to assess and address your complaint.
- 16.1.2. Should a dispute of any nature whatsoever arise between you and another User, or you and a Merchant, you acknowledge that PayU is not and will not be a party to such dispute. In the case of such a dispute, or should you make a complaint against a Merchant or another User, PayU may, in its sole discretion elect (but shall not be obliged), to assist in the resolution of such complaint or dispute, by taking such measures as it deems reasonable or necessary.
- 16.2. Should a dispute of any nature whatsoever arise between you and PayU on any matter provided for in or arising out of this User Agreement and such dispute is not resolved through the Customer Relations Department of PayU then, save for urgent or interim relief which may be granted by a competent court, such a dispute may be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa from time to time. Arbitration proceedings shall be conducted in Cape Town in English. The expedited arbitration rules may be downloaded from <http://www.arbitration.co.za>.

17. GOVERNING LAW AND JURISDICTION

This Website is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and this User Agreement and its interpretation and implementation is also governed by

South African law. Subject to the 'Disputes' clause of this User Agreement, you and PayU submit to the non-exclusive jurisdiction of the Western Cape High Court, Cape Town, being the main seat of the Western Cape Division of the High Court of South Africa.

18. NOTICES

- 18.1. PayU chooses as its address for all purposes under this User Agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the address set out for your country listed in the Country Specific Terms found at the end of this User Agreement.
- 18.2. You choose as your physical address for all purposes under this User Agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the physical address PayU has on record for you as provided by you from time to time.
- 18.3. Where communications are made electronically where provided for in accordance with this User Agreement, such communications shall be deemed to have been received (unless proved to the contrary) within 24 hours after having been sent, save where the sender knows that delivery thereof has failed.

19. ELECTRONIC COMMUNICATIONS

- 19.1. You consent to receiving communications from PayU electronically and agree that all agreements, notices, disclosures and other communications sent by PayU by electronic means satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing".
- 19.2. You acknowledge and agree that in law this User Agreement constitutes a written agreement, which upon your electronic acceptance and submission, will be regarded as signed by you.
- 19.3. PayU reserves the right but assumes no obligation to provide communications in paper format.
- 19.4. You agree that in the event of a dispute between you and PayU or between you and any other User or Merchant, PayU's electronic records of your transactions, this User Agreement, Privacy Policy, Website Terms, any identity verification information provided in a paper format and subsequently scanned or otherwise converted into an electronic format, and any other information stored or created electronically shall be admissible in a court of law, proceeding or in relation to a law enforcement or regulatory investigation or prosecution.

20. MISCELLANEOUS

- 20.1. PayU is entitled to cede (*i.e.* transfer) this User Agreement to any third party without your consent, other than if such cession would be to your detriment, but you may not cede or transfer this User Agreement or any of your rights or obligations hereunder to any other person.
- 20.2. If either of us fails or delays the exercise of any rights or remedies under this User Agreement, we will not be deemed to have waived (*i.e.* given up) those rights or remedies in any way.
- 20.3. If a court or similar body decides that any wording (or its application to any person or circumstance) in this User Agreement is illegal, invalid or unenforceable, that decision will not affect the rest of this User Agreement, which shall not be affected or impaired but will remain binding on both of us. However, if the wording that is illegal, invalid or unenforceable can be made valid and enforceable by deleting part of it, or by substituting legal, valid and enforceable provisions for the illegal, invalid and/or unenforceable provisions, we will both treat the wording as if it is so deleted or substituted, so that the wording becomes legal, valid and enforceable.
- 20.4. This User Agreement (including the Privacy Policy, Website Terms and other documents or policies incorporated herein by reference) is the entire agreement between you and PayU with respect to your use of the Wallet, and supersedes all documentation, information and other communications (in each case whether spoken or written) between us with respect to such access and use.

- 20.5. Nothing in this User Agreement limits or exempts PayU from any liability for loss attributable to the gross negligence of PayU or any person acting for or controlled by PayU, or for any other liability to the extent that the law does not allow this, nor requires you to assume risk or liability for any such loss to the extent that the law does not allow this.

21. COUNTRY SPECIFIC TERMS

In addition to the above provisions of this User Agreement, please refer to the relevant paragraph below for additional terms and conditions that are specific to your country of residence and use of a Wallet and the Services.

21.1. South Africa

These terms apply to Users located in South Africa. To the extent that there is any conflict between these South Africa specific terms and the other terms of the User Agreement, these South Africa specific terms will govern.

- 21.1.1. The PayU entity in South Africa is: PayU Payment Solutions (Pty) Ltd (registration number 2009/017393/07). For purposes of 18 above, the address of PayU is: 5th floor, The Pinnacle, Corner Burg, Castle and Strand Streets, Cape Town, 8001, South Africa (for attention: Head of Legal). Also for purposes of 18 above, a copy of any notice must be sent by e-mail to legal@payu.co.za (the delivery of which copy shall be required in order for notice to be validly given).

21.1.2. Clarifications for Users in South Africa

- 21.1.2.1. Paragraph 14.1 shall only apply to the extent permitted by law, and specifically shall not apply to the extent, if any, to which PayU may be liable to you under the Consumer Protection Act 68 of 2008 (“CPA”) in relation to the Services and/or under sections 43(5) and 43(6) of the Electronic Communications and Transactions Act 25 of 2002 (“ECT Act”) in relation to PayU’s payment systems not being sufficiently secure.
- 21.1.2.2. To the extent that this User Agreement and/or any of the Services are regulated by the CPA, it is not intended that any provision of this User Agreement contravenes any provision of the CPA and therefore all provisions of this User Agreement must be treated as being qualified, if necessary, to ensure that the provisions of the CPA are complied with.
- 21.1.2.3. The manual published in terms of section 51 of the Promotion of Access to Information Act No 2 of 2000 may be downloaded from <http://www.naspers.com>.

21.1.3. Limits for Users in South Africa

There are certain balance and transaction limits that apply to your use of the Wallet.

You can view the Wallet limits at: <https://www.payu.co.za/wallet/fees>. Please note that these may be updated from time to time, pursuant to changes in law or our risk policies. It is your responsibility to review the limits that apply to you by checking the link above.

21.1.4. Prepaid airtime, data and SMS voucher Purchases

- 21.1.4.1. You may be able to use your Wallet to purchase prepaid airtime, data and SMS vouchers for mobile network providers’ registered mobile numbers.
- 21.1.4.2. *Limits.* The purchase of prepaid airtime, data and SMS services via the PayU Website and Wallet is subject to payment and/or credit limits imposed by us, mobile service operators and resellers. Refer to 21.1.3 above for transaction limits related to prepaid airtime, data and SMS vouchers services.
- 21.1.4.3. *Pricing.* You acknowledge that we are providing you with the prepaid airtime, data and SMS service as an agency of Blue Label Distribution (Pty) Ltd. Per unit prepaid airtime, data and SMS

prices are subject to change without prior notification. Applicable per unit prepaid airtime, data and SMS prices can be viewed here: <https://www.payu.co.za/faqs/my-payu-wallet>.

- 21.1.4.4. *Errors.* Should you provide us with an incorrect mobile number or make purchases in excess of your requirements, we shall be under no obligation to refund you or to reverse the transaction, due to the consumable nature of airtime, data and SMS. No cooling-off period shall therefore apply – as contemplated by Section 44 of the ECT Act. Should you supply incorrect registration details to do a successful recharge, you will be responsible to supply sufficient and original proof of payment with the correct mobile number to be charged. Such proof must be attached to your enquiry and submitted to support@payu.co.za.
- 21.1.4.5. *Delays.* Although we will make every effort to ensure that you receive the purchased airtime, data and SMS vouchers within 15 minutes, we do not warrant in any way that the service will be completely error free and uninterrupted. Accordingly there may be a delay in the delivery of the prepaid airtime, data and SMS vouchers to you. It your responsibility to notify us, via support@payu.co.za should you not have received your recharge voucher or pin within 20 minutes.
- 21.1.4.6. *Cancellations.* It is possible for a transaction to be delayed or to be completely cancelled after the encrypted code was generated by the system, since the purchase of airtime, data and SMS vouchers require various points of connections and infrastructure. If the payment was processed, and you did not receive the code purchased or you have any other queries, please contact PayU on 086 111 PayU (7298) for local calls or +27 21 469 PayU (7298) for international/local calls or at support@payu.co.za. All cancellations that are successful will be refunded back into your Wallet.
- 21.1.5. Prepaid electricity voucher Purchases
- 21.1.5.1. You may use your Wallet to purchase prepaid electricity vouchers.
- 21.1.5.2. *Municipal areas.* The purchase of prepaid electricity vouchers via our Website and Wallet service are restricted to certain types of prepaid electricity meters in designated municipal areas. These designated areas will be listed on our Website and municipal areas may be added or removed from our list at our sole discretion, without prior notice to you. For list of municipal areas covered please click here <https://www.payu.co.za/faqs/my-payu-wallet>.
- 21.1.5.3. *Limits.* The purchase of prepaid electricity via the PayU Website and Wallet is subject to payment and/or credit limits imposed by us, each municipality and/or by the electricity meter. Refer to clause 21.1.3 above for transaction limits imposed by us.
- 21.1.5.4. *Pricing.* You acknowledge that we are providing you with the prepaid electricity service as an agent of Blue Label Distribution (Pty) Ltd. Per unit prepaid electricity prices are subject to change without prior notification. Applicable per unit prepaid electricity prices are based on the rate levied by your specific local municipality. Consult your local municipality for their rates.
- 21.1.5.5. *Errors.* Should you provide us with an incorrect meter number or mobile number or make purchases in excess of your requirements, we shall be under no obligation to refund you or to reverse the transaction, due to the consumable nature of electricity. No cooling-off period shall therefore apply – as contemplated by Section 44 of the ECT Act. Should you supply incorrect registration details to do a successful recharge, you will be responsible to supply sufficient and original proof of payment with the correct mobile number or meter number to be charged. Such proof must be attached to your enquiry and submitted to support@payu.co.za.
- 21.1.5.6. *Delays.* Although we will make every effort to ensure that you receive the purchased electricity voucher within 15 minutes, we do not warrant in any way that the service will be completely error free and uninterrupted. Accordingly there may be a delay in the delivery of the prepaid electricity

to you. It your responsibility to notify us, via support@payu.co.za should you not have received your recharge voucher or pin within 20 minutes.

- 21.1.5.7. *Refund by utility.* Utilities provide refunds to their consumer when vouchers purchased fail to function on the consumer's metering instrument. Such refunds are done directly between the consumer and the utility, usually after the transfer of payments is done from PayU to the utility, if the particular consumer bought the voucher via our Website or Wallet service.
- 21.1.5.8. *Refund by PayU.* It is possible for a transaction to be delayed or to be completely cancelled after the encrypted code was generated by the system, since the purchase of electricity requires various points of connections and infrastructure. If the payment was processed, and you did not receive the code purchased, please contact PayU on 086 111 PayU (7298) for local calls or +27 21 469 PayU (7298) for international/local calls or at support@payu.co.za. All such refunds that are successful will be refunded back into your Wallet.
- 21.1.6. **National Lottery tickets (if applicable)**
- 21.1.6.1. You may be able to use your Wallet to purchase National Lottery tickets (**Tickets**).
- 21.1.6.2. *Pricing.* You acknowledge that we are providing you with the service to purchase Tickets as an agent of SWITCHINGHOUSE. The prices of the Tickets are subject to change by SWITCHINGHOUSE without prior notification.
- 21.1.6.3. *Purchase Terms.* Tickets may be purchased in accordance with the following terms and conditions, gaming rules, the Lotteries Act, No 57 of 1997 (**Lotteries Act**) and any terms and conditions imposed by the National Lottery Operator and/or SWITCHINGHOUSE, from time to time as published on our Website. The gaming rules and the Lotteries Act are available on <http://www.nationallottery.co.za>, which you acknowledge having read, understood and accepted before purchasing a Ticket from PayU. To be eligible to purchase any Tickets through PayU and to qualify for any prize, you must be at least 18 years of age. It is your sole responsibility to satisfy yourself prior to confirming the Ticket purchase that all details shown on the relevant electronic page (Internet or cell phone) are correct.
- 21.1.6.4. *Limits.* The purchase of Tickets via the PayU Website and Wallet is subject to payment and/or credit limits imposed by us. Refer to 21.1.3 above for transaction limits imposed by us.
- 21.1.6.5. *Timing.* Tickets can be purchased between the hours specified below. Your Ticket purchase must be completed before the cut off time for the Ticket to be valid for the selected draw. You are responsible to ensure that the Ticket purchase is completed on time for a draw.
- 21.1.6.5.1. 06:00 – 23:00 on non-draw days *i.e.*, Mondays and Thursdays
- 21.1.6.5.2. 06:00 –19:00 on draw days *i.e.*, Tuesday, Wednesdays and Friday, Saturdays
- 21.1.6.5.3. 06:00 – 18:00 on Sundays
- 21.1.6.5.4. The LOTTO and LOTTO Plus Game sales are closed approximately 120 minutes before the draw on Wednesday and Saturday evenings. Ticket sales and prize payments will not commence after the draw until the next morning.
- 21.1.6.5.5. You may purchase your Ticket via the Wallet service or the PayU Website. Although we will make every effort to ensure that you receive the purchased Ticket within 15 minutes, we do not warrant in any way that the service will be completely error free and uninterrupted. Accordingly there may be a delay in the delivery of the Ticket to you.
- 21.1.6.6. *Payments of Prizes.* We will pay all prizes in accordance with the following pay-out procedures:
- 21.1.6.6.1. Each prize must be claimed within 365 days from the date of the draw. No claims shall be considered after expiry of this period.

- 21.1.6.6.2. All prizes between R1 to R1000 will be paid into your Wallet. Alternatively you have the option to withdraw the prize via voucher at a retail point of sale, details whereof will be provided by us from time to time.
- 21.1.6.6.3. We have the sole discretion to pay all prizes between the sum of R1000.00 and R50000.00 by electronic funds transfer into your nominated bank account upon receipt of proof of your bank account details and a copy of your identity document which must be emailed to us at billing.support@payu.co.za or posted to us at PO Box 2434 Cape Town 8000 and marked for the attention of Admin: Lotto winnings. Note that a fee will be levied for managing the pay-out either by PayU, the retail POS or the 3rd party processor as disclosed to you at the time of purchase of the Ticket.
- 21.1.6.6.4. Prizes in excess of R50000 will not be paid by PayU and must be claimed in accordance with the National Lottery Operator's terms and conditions from SWITCHINGHOUSE who will contact you directly.
- 21.1.6.6.5. Under no circumstances shall any prize be payable by way of goods, services, cash, or cheque.
- 21.1.6.6.6. If and to the extent PayU is legally obliged to provide a third party with details of any prize claimed by or paid to you, we shall be entitled to do so.
- 21.1.6.7. *Ticket Validation.* You must comply with the player registration process by submitting your first name, surname, ID number and mobile phone number to us, and comply with any other provisions imposed by SWITCHINGHOUSE or The National Lottery Operator from time to time as published on our Website. PayU shall not be liable to pay any prizes claimed in the event that any one of the player registration processes is not complied with.
- 21.1.6.8. *Refund Policy.* A Ticket may not be cancelled after *purchase*. It is your responsibility to notify us via support@payu.co.za should you not have received your Ticket within 15 minutes of purchase.
- 21.1.7. Lotto Star Tickets
- 21.1.7.1. You may be able to use your Wallet to purchase tickets on Lotto Star (**Lotto Star Tickets**). To be eligible to purchase any LottoStar Tickets through PayU and to qualify for any prize, you must be at least 18 years of age. **It is your sole responsibility to satisfy yourself prior to confirming the LottoStar Ticket purchase that all details shown on the relevant electronic page (Internet or cell phone) are correct.**
- 21.1.7.2. *Purchase Terms:* Lotto Star Tickets are subject to the terms and conditions of LottoStar which are made available on Lotto Star's website accessible at [www. https://lottostar.co.za/](https://lottostar.co.za/). Please note that PayU is not an agent of LottoStar, and any questions or queries you may have about LottoStar or the LottoStar Tickets should be sent to LottoStar. If you are successful in any game, LottoStar will be responsible for payment of all winnings. As far as the law allows, under no circumstances whatsoever will PayU whether in contract, delict, under statute or otherwise for loss or damages whatsoever arising under or in relation to your relationship with LottoStar.
- 21.1.8. Fees for Users in South Africa
- In general there are no fees when using your Wallet. However, fees may apply when purchasing lottery tickets.
- You can view the Wallet fees at: <https://www.payu.co.za/faqs/my-payu-wallet>. Please note that the fees may be updated from time to time. It is your responsibility to review the fees that apply to you by checking the link above.