

## **EVOUCHER.MOBI MERCHANT STANDARD TERMS AND CONDITIONS**

These standard terms and conditions may be amended or replaced by Touchstone Enterprise Services (Pty) Ltd ("Touchstone") from time to time, by publishing the details thereof on Touchstone's eVoucher.mobi website.

### **1. THE AGREEMENT**

These standard terms and conditions ("Agreement") are the contract between you (herein referred to as the "eVoucher.mobi Merchant", "Merchant", "you" or "your") and Touchstone, the owner of the eVoucher.mobi Service (herein referred to as the "Service"), acting in conjunction with its service provider/s, and its affiliates, directors, officers, employees, agents and contractors (collectively herein referred to as "Touchstone", "we" or "our") and who are collectively referred to as "the Parties". This Agreement is applicable to your use of the Service and in using the eVoucher.mobi Service according to the permitted activities set out in this Agreement. This Agreement affects your rights and obligations and you should read it carefully and make sure that you have acquainted yourself with its contents. We encourage you to print the Agreement or copy it to your secure storage facility for your future reference. By using the Service, you will be deemed to have agreed with the terms and conditions contained in this Agreement. These terms and conditions might be updated or amended from time to time, by publishing the details thereof on Touchstone's eVoucher.mobi website. Your further use of the Service following the change will be deemed to be your consent to the changed conditions. For more information about how the Service and the support thereof works, you are encouraged to read the information made available on Touchstone's eVoucher.mobi website and acquaint yourself with the relevant information. This Agreement will be deemed to apply as between you and Touchstone on the basis set out below.

### **2. BECOMING AN EVOUCHER.MOBI MERCHANT**

- a. You may become an eVoucher.mobi Merchant and acquire an eVoucher.mobi Wallet (herein referred to as "Wallet") at no cost to you with no obligation to make use of the Service by:
  - i. Completing the Merchant Application Form attached to this Agreement marked as Annexure A. As part of the Merchant Application Form, you may be required by Touchstone to provide certain Know Your Client ("KYC") information to facilitate the opening of your Wallet
  - ii. Submitting the Merchant Application Form to Touchstone for our review and approval
- b. Touchstone will review and may approve your application to become an eVoucher.mobi Merchant. Upon approval, Touchstone will set-up and configure your Wallet and Merchant specific eVoucher.mobi electronic vouchers ("Vouchers").
- c. By completing the above process, you will be able to manually transact using the Service and redeem Vouchers received as payment through the Service from your customers who may be a registered eVoucher.mobi User or who may have received a Voucher by way of a voucher distribution initiative (herein referred to as "Users").
- d. Touchstone will facilitate with the integration of your Point-of-Sale or other transactional system with the Service depending on your requirements, to enable the automated recording and processing of Vouchers at the time of redemption.
- e. This eVoucher.mobi Service is a payment service, and no partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

### **3. HOW TO ACCESS THE EVOUCHER.MOBI SERVICE**

- a. You can access the Service by way of the website link "trade.eVoucher.mobi". Log on to the website by entering your Merchant registered username and relevant Wallet password provided at registration, or
- b. You can access the Service by logging on to your Point-of-Sale or other transactional system if you have had it integrated into the Service after registration.
- c. For clarity, when we configure the Service for you as a Merchant, we set up a number of roles or user profiles on your Wallet. Each role uses the same username to log onto your Wallet, however depending on the password, a person will have access to different available functionalities, mostly grouped according to:
  - i. Administration; which allows you complete access to all the required front and back-end functionalities of the Service, i.e. admin on your account, transaction history, balances and EFT out
  - ii. Sales; which allows you access to redeem Vouchers and view transaction history
  - iii. Supervisor; which allows access to reverse transactions, view and download transaction history

### **4. EVOUCHER.MOBI SERVICE PROVISIONING**

- a. The Service operates using either a Mobile Network Operator or an Internet Service Provider's service (the "Carrier"), which services are provided to you and the eVoucher.mobi User through a separate contractual relationship. This Agreement and the use of the Services does not modify or replace the terms of any agreement applicable between you and your Carrier. By using the Service, you acknowledge that the Carrier service charges incurred are for your own account when accessing the Service.

- b. Touchstone bears no responsibility or liability for Carrier failure, uncompleted transactions as a result of Carrier disruption or delay, or the unavailability of the Carrier service, which is a prerequisite for the eVoucher.mobi Service, at any time.
- c. It is your duty to ensure that your Point-of-Sale System, other sales transactional system, computer or mobile device is compatible with the delivery, recovery and use of the Service.

#### **5. VOUCHER REDEMPTION**

- a. A transaction for the provision of the goods or services is contracted between you and your customer who may be a registered Service User or who may have received a Voucher by way of a marketing initiative. No liability accrues to Touchstone in respect of such transaction.
- b. A User will tender a Voucher, in return for the provision of goods or services, as part or full settlement of the transaction. As a registered Merchant, you could receive payments from Users in the form of a Voucher which is verbally and/or physically provided to you as payment for the goods and services.
- c. The Voucher number will be validated within the Service as described below, with the value required as the settlement for the goods or services provided, and will either be approved or rejected. Where the validation is successful, the value required will be settled by way of a transaction between the User's wallet and your Wallet.
- d. Depending on the initial set-up and configuration of you as an eVoucher.mobi Merchant, and the set-up and configuration of your specific Vouchers, Voucher validation includes as a minimum:
  - i. Validity of the Voucher number
  - ii. Validity that Voucher category and type may be redeemed with you as the Merchant
  - iii. Validity that the available value on the Voucher is greater or equal to the amount required by you. The Service does NOT include the provision of credit facilities.

#### **6. LOYALTY BENEFITS**

- a. Depending on the initial set-up and configuration of you as an eVoucher.mobi Merchant, and the set-up and configuration of your Vouchers, a Voucher could include Loyalty benefits due to Users who wish to redeem a Voucher with you. As a Loyalty benefit you have the option to return a Loyalty Voucher to the User in one of the following forms:
  - i. A percentage of the value of the Vouchers he/ she wishes to redeem with you, or
  - ii. A specific value per the Voucher he/ she wishes to redeem with you
- b. These Loyalty Vouchers will be funded by the Merchant from the value of Vouchers redeemed through the Merchant's business.

#### **7. OBLIGATIONS OF THE PARTIES**

- a. You acknowledge that the promotion and supply of goods and services is subject to the provisions of all relevant South African related legislation, most specifically the Consumer Protection Act, Act 68 Of 2008 and as amended from time to time (the "Act") and you undertake and warrant that you will comply with the provisions of the Act in relation to the promotion and supply of goods and services.
- b. As a registered Merchant you shall not;
  - i. allow any cash withdrawals or provide cash to a User in exchange for Vouchers presented;
  - ii. provide any cash refunds to Users for goods and services returned; or
  - iii. charge a User, who presents a Voucher as tender for payment for goods and services, any fee or commission or other form of consideration for accepting the Voucher.
- c. The Merchant shall be obliged to take all reasonable measures to detect and prevent any abuse or circumvention of the terms of this Agreement and generally the use of the Service other than in the manner intended.
- d. The Merchant will notify Touchstone in writing immediately if it becomes aware of any suspected abuse or circumvention as contemplated in this Agreement.
- e. All transactions concluded between Users and you must be conducted lawfully and on an arm's length basis. Under no circumstances must you allow any fraudulent transaction or any form of corrupt practices to occur in relation to transactions concluded between you and Users.
- f. As a Merchant, you are liable to pay the transactional charges and related charges for the use of the Service.

#### **8. PAYMENT, COMMISSION AND CHARGES**

- a. You undertake to accept Vouchers as a form of payment for the goods and services.
- b. The sum of the value received for payment by you in the form of Vouchers will, at the time of redemption, be transferred from the User's wallet to your Wallet.
- c. You will only be entitled to receive payment from Touchstone in terms of this Agreement;

- i. where payment has been made in the form of Vouchers
  - ii. where payment has been processed through the Service
  - iii. where you have processed the relevant transaction in the manner prescribed by Touchstone and the terms and conditions contained herein; and
  - iv. to the extent that the Vouchers' net values accumulated in your Wallet.
- d. It is recorded that you will pay a transactional commission to Touchstone on all transactions concluded via the Service. The transactional commission payable by you will be 3% (three percent), of the gross transaction value unless agreed otherwise between the Parties.
- e. It is recorded that any Loyalty benefit offered by you to a User, will be calculated at the time of redemption.
- f. You will receive settlement from Touchstone, as and when requested by you, by you initiating the EFT-Out request function available within your Wallet. The settlement shall be for the total value of the redeemed Vouchers retained within your Wallet, less any amount elected by you to remain in your Wallet as a float. The payment shall be made by Touchstone into the bank account which details you shall provide and control in your Wallet via electronic funds transfer ("EFT"), subject to the relevant financial institutions' payment and transaction processing procedures through which the transactions will be processed.
- g. An EFT-Out request can only be processed once a working day, gazetted as such within the Republic of South Africa.
- h. Should you initiate an EFT-Out request for less than R1,000 (one thousand rand) a fee of R5.00 (five rand) will be charged, which fee will be deducted from monies due to you for that period prior to settlement.
- i. For the avoidance of doubt, the settlement processed by Touchstone will be the sum of the value of redeemed Vouchers, less the transaction commission payable, less any Loyalty benefits awarded to Users and less any amount you elected to be a minimum balance to remain in your Wallet. Where the amount to be settled is less than R1,000.00 (one thousand rand), the settled amount will further be less the R5.00 (five rand) settlement charge.
- j. In the event of a dispute as to the amount due to you, such dispute shall be resolved by an independent firm of chartered accountants, acting as experts and not as arbitrators, agreed to between Touchstone and you, failing such agreement being reached within 5 (five) business days after the dispute arising, by the Chairman of the South African Institute of Chartered Accountants.

## **9. BALANCES AND TRANSACTION STATEMENTS**

- a. You may access your Wallet's Voucher balance and transactional statement by accessing the Service using any of the 3 (three) processes as described in clause 3. The processes are more fully described on Touchstone's eVoucher.mobi website.
- b. Transactional information will include details for each transaction processed on your Wallet, which includes all Voucher redemptions, commissions paid, Loyalty benefits transferred as well as settlements processed.

## **10. REFUND**

- a. An eVoucher.mobi User may receive a refund for the return of goods and services from an eVoucher.mobi Merchant by way of processing a reversal, in part or in full of the original transaction value. The refund will be in the same form as the Voucher type originally presented to you by the User.
- b. A successful refund will be dependent on you having sufficient funds in your Wallet at the time the refund is processed.
- c. To the extent that Touchstone charged commission on the said transaction, Touchstone undertakes to also refund the commission charged on the original transaction.
- d. The refund will be net of any Loyalty benefit shared with the User.

## **11. SUPPORT**

- a. You will have access to the entire suite of Touchstone support, which will include, but is not be limited to:
- i. Standard reports
  - ii. Reconciliations
  - iii. Balance and statement enquiries; and
  - iv. Online query support.

## **12. PRIVACY**

Touchstone undertakes to comply with all applicable laws regarding privacy and cyber security in the provision of the eVoucher.mobi Service.

## **13. EVOUCHER.MOBI MERCHANT INFORMATION**

- a. You agree to provide true, accurate and complete information in order to utilise the Service and to maintain and promptly update your information as applicable. You agree not to impersonate any other person or company or to use a name that you are not

- authorised to use. If any information provided is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Touchstone has the right to terminate your use of the Service and Touchstone, its agents, suppliers, and subcontractors have the right to recover any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information, from you.
- b. You authorise Touchstone, directly or through third parties, to make any inquiries we consider necessary to validate your application details.

#### **14. PROHIBITED TRANSACTIONS**

You agree that you will not use the Service to accept or receive payment for illegal products or services, including but not limited to materials that infringe the intellectual property rights of third parties. You will not use the Service, the eVoucher.mobi website or any of the services offered therein for any unlawful or fraudulent activity. If Touchstone has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, access to the Service may be suspended or terminated. You undertake to cooperate fully with Touchstone to investigate any suspected unlawful, fraudulent or improper activity.

#### **15. PASSWORDS**

You may not reveal your Wallet passwords to any unauthorised people. Touchstone is not responsible for losses incurred by you or a Merchant agent or employee as a result of your or their misuse of passwords, including but not limited to incorrect password insertion when required or losses suffered as a result of the password being obtained (whether legally or illegally) by third parties. The correct use and protection of a password is your responsibility.

#### **16. MISUSE**

If you use, or attempt to use the Service for purposes other than those provided for in this Agreement, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

#### **17. INDEMNIFICATION**

You agree to indemnify and hold Touchstone, its affiliates, officers, directors and employees harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your use of the eVoucher.mobi Service.

#### **18. CHOICE OF LAW**

This Agreement is governed by and interpreted under the laws of the Republic of South Africa.

#### **19. TRADEMARKS**

Touchstone and the eVoucher.mobi related logos, products and the eVoucher.mobi Services described in this Agreement and contained in any Touchstone or eVoucher.mobi authorised website or those of affiliated or related parties, are either trademarks or registered trademarks of Touchstone, or its affiliates, licensors or related parties, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Touchstone. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks, and/or trade dress of Touchstone may not be copied, imitated, or used, in whole or in part, without the prior written permission of Touchstone. These logos may not be altered, modified, or changed in any way, or used in a manner that is disparaging to Touchstone or the eVoucher.mobi Service.

#### **20. UNCLAIMED FUNDS**

Touchstone will deal with unclaimed funds of an eVoucher.mobi User and or Merchant in terms of the regulatory requirements of the Republic of South Africa.

#### **21. MISCELLANEOUS DISCLAIMERS**

- a. Any verification of a Merchant is only an indication of the increased likelihood that the Merchant's identity is correct. Touchstone shall not be responsible for any fraud, deception or misrepresentations by a Merchant, whether or not the Merchant's details have been verified.
- b. Touchstone will not have any liability in connection with any unauthorised interception or use of data relating to you or the eVoucher.mobi Service; any inability by you to use or access the Service for any reason; any actions or transactions by an individual who uses your username and password with or without your consent or any cause over which Touchstone does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers.

## **22. LIMITATION OF DAMAGES**

- a. In no event shall Touchstone be liable for any damages caused or any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to your use of or inability to use the Service, even if Touchstone has been advised of the possibility of such damages.
- b. In no event shall Touchstone be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access or computer equipment or software for eVoucher.mobi Services) or any circumstances beyond its control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or any other utility for the Touchstone Service).

## **23. EXCLUSION OF LIABILITY AND INDEMNITY**

- a. You will be liable for and hereby indemnify Touchstone against all loss, liability, damage or expense of whatever nature which Touchstone may suffer (including, but not limited to, any claims by Users or any third party) as a result of your failure to perform any of your obligations in terms of this Agreement including, without limitation, any loss or damage caused by or arising from:
  - i. any loss suffered by Users in relation to the goods and services or the supply thereof by you;
  - ii. any failure by you to comply with the provisions of the sale or supply transactions concluded with a User;
  - iii. the acts or omissions of your agents, representatives and/or sub-contractors;
  - iv. any breach by you of any of the warranties given by or obligations imposed on you in terms of this Agreement, save, in each case, to the extent that such loss or damage was caused by or arose from the negligence or wilful misconduct of Touchstone.
- b. The indemnities provided by you in terms of this clause includes all costs and damages that may be suffered by Touchstone, including all legal costs (on an attorney and own client scale) that may be incurred by Touchstone in order to defend any claims and/or to engage in litigation.

## **24. BREACH AND TERMINATION**

If you commit any breach of the provisions of this Agreement and clauses 7, 13 to 16 (both inclusive), 19, 21 and 28 which breach will be considered a material breach, Touchstone will be entitled to immediately terminate this Agreement, without prejudice to its rights to claim damages or any other remedy to which it may be entitled in law.

## **25. CONSEQUENCES OF TERMINATION**

- a. Upon the termination of this Agreement for any reason, you will;
  - i. cease to be authorised to be an eVoucher.mobi Merchant under this Agreement, and
  - ii. be liable to be removed as an eVoucher.mobi Merchant under the eVoucher.mobi Service.

## **26. SECURITY FEATURES**

Touchstone will use its best endeavours to ensure the security of its platform and its transmission of data. However, Touchstone does not guarantee that data transmitted is always secure and/or will not be intercepted by third parties.

## **27. ASSIGNMENT**

This Agreement may be assigned by Touchstone, but not by you.

## **28. KYC RULES**

Touchstone may be legally obliged to conform to prevailing legislation for the prevention of money laundering and accountability for the origins of funds in accordance with current global banking practices. In this regard, Touchstone may be obliged to collect and maintain the records of Merchant details and to request you to provide specific information in this regard. You must provide complete information when requested to do so failing which you shall be precluded from using the Service.

## **29. PRUDENTIAL LIMITS**

Touchstone may be required by regulatory requirements to place limits on the value of the Service in which case a User will be restricted to operate within those limits.