



## END USER PAYMENT TERMS

### INTRODUCTION

Please note that Viconet utilizes the payment method type and services of Payfast (Pty) Ltd (which payment method type and services are collectively referred to as “**PAYFAST**”), for the processing of payment transactions issued via our shopping portal for the payment of our products as purchased by yourself. As a merchant, we are bound by the terms and conditions of Payfast (Pty) Ltd for utilizing PAYFAST which terms and conditions are available at [www.payfast.co.za](http://www.payfast.co.za) under the link **End User Agreement or directly at** <https://www.payfast.co.za/end-user-agreement>.

Whilst we have utilized our best effort to ensure that our payment terms and conditions as set out herein (the “**End User Payment Terms**”) are aligned with the *aforesaid* End User Agreement in as far as they apply to you as the User, PLEASE NOTE THAT YOU ARE ENCOURAGED TO READ THE END USER AGREEMENT IN ORDER TO UNDERSTAND HOW PAYFAST OPERATES AND THE FURTHER TERMS AND CONDITIONS THAT MAY BE APPLICABLE TO THE USE OF PAYFAST AND ITS IMPLICATIONS ON YOU AS THE USER.

### TERMS

Any reference to the “User” and “You” or “Your” is used interchangeably and refer to all individuals and/or entities accessing the shopping portal and/or website for any reason.

The terms “We” and “Viconet” are used interchangeably and refer to Viconet itself and all individuals and/or entities acting directly on behalf of Viconet.

### REGISTRATION

Please note that your registration, subscription to and use of PAYFAST is subject to the End User Payment Terms *specifically* and End User Agreement *generally* (collectively referred to herein as the “**Payment Terms**”) and advise that you read and understand the End User Payment Terms prior to registering and subscribing to PAYFAST. You are therefore advised to pay special attention to the parts in *capital letters* as they have material consequences.



To register for PAYFAST, YOU MUST BE OVER 18 (EIGHTEEN) YEARS OLD AND AGREE TO BE BOUND BY THE PAYMENT TERMS in order to complete the registration process for activation of PAYFAST. PLEASE NOTE THAT COMPLETION OF THESE STEPS DOES NOT AUTOMATICALLY ENTITLE YOU TO ACCESS PAYFAST AND 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.

These Payment Terms incorporate by reference, additional terms, and conditions, including our Website Terms, Acceptable Use Policies and other related policies or documents that you should access and read, as they may contain further terms and conditions that apply to you. PLEASE READ, UNDERSTAND AND ACCEPT THESE PAYMENT TERMS CONTAINED AS WELL AS THE AFORESAID TERMS AND DOCUMENTS WHICH ARE INCORPORATED BY REFERENCE TO THESE PAYMENT TERMS AND ACCESSIBLE TO YOU ON OUR WEBSITE AT [INFO@VICONET.CO.ZA](mailto:INFO@VICONET.CO.ZA).

If you click or check "**I ACCEPT**" on the checkbox provided and we accept your registration, these Payment Terms becomes a legally binding contract between yourself and Viconet and apply to your use of PAYFAST. If you do not accept these Payment Terms, you may not register for PAYFAST.

You may access Payment Terms at any time on the Legal Notices Page on our Website.

These Payment Terms may be amended from time to time. New or amended Payment Terms will be posted on the Website on the Policy Updates page, which is accessible from Viconet's Legal Agreements page. The new or amended documents will apply to you from the earlier of date of acceptance via Website, or within 30 days of being posted on the Website. If you disagree with any amendment, you should stop using PAYFAST immediately.



## PRIVACY POLICY

**Providing information.** When you register for PAYFAST, you will be required to provide certain personal and other information including banking card details (collectively referred to as “**Personal Information**”) to enable us to provide the services to you. When you use PAYFAST, certain of your Personal Information may be transmitted to the relevant Merchant or Partner (as is necessary to complete the transaction), and/or you may *be requested to provide us and/or the relevant Merchant or Partner with further information*. Viconet respects your privacy and shall take all reasonable and legally required steps to protect your Personal Information and other information.

**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 and Partners; 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. Viconet 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 Viconet against any loss, expense, or damage we may suffer, or claims made by third parties against Viconet, which arise from or in relation to you having submitted inaccurate Personal Information or other information.

**Identification and information:** You authorize Viconet, 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 Viconet with scanned copies of documentation such as the biographical data page of identification documents or proof of address. Personal Information provided to Viconet will be kept confidential and will not be disclosed to any third party, save as described above. Viconet does not guarantee any Merchant’s, Partner’s, or User’s identity.



You hereby consent to Viconet, 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 Viconet may be lawfully entitled to do from time to time.

**Use of Your Personal Information and other information:** Viconet will not sell or rent your Personal Information to third parties for marketing purposes without your consent.

By agreeing to these Payment Terms, 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 products and the services offered by PAYFAST. You can manage your notification settings by logging into your account on the Website.

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.

THE PRIVACY POLICY IS PART OF THESE PAYMENT TERMS. IF YOU ARE NOT SATISFIED WITH THE LEVEL OF PRIVACY WE PROVIDE OR OTHERWISE DISAGREE WITH THE PRIVACY POLICY, YOU MUST NOT ACCEPT THESE PAYMENT TERMS NOR REGISTER FOR PAYFAST.

## **SECURITY**

**Your security obligations:** 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 PAYFAST on the Website. you will also be given a starting password linked to your username.

IT IS YOUR RESPONSIBILITY, AND YOU AGREE, TO KEEP YOUR USERNAME AND PASSWORD SECURE AND CONFIDENTIAL AT ALL TIMES. YOU SHALL BE FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR USERNAME AND PASSWORD. YOU AGREE THAT YOUR USERNAME AND PASSWORD 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 PAYFAST. YOU ACKNOWLEDGE THAT IF A THIRD PARTY BECOMES AWARE OF YOUR USERNAME AND/OR PASSWORD, SUCH PERSON MAY GAIN ACCESS TO ALL THE SERVICES AND FEATURES ASSOCIATED WITH THE OPERATION OF PAYFAST. NEITHER VICONET NOR PAYFAST WILL BE HELD 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 AND/OR PASSWORD.

Should you forget, or for any other reason need to reset, your username and/or password you can follow the process provided on the Website. Should you still encounter problems, please contact our Support Team at [info@viconet.co.za](mailto:info@viconet.co.za) on **Monday to Friday – 09:00 – 16:00**.

You should immediately notify us if you believe:

- ❖ there has been an unauthorized transaction or unauthorized access to your account;
- ❖ 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;
- ❖ Your password has been compromised;
- ❖ Your PAYFAST Mobile-activated phone has been lost, stolen, or deactivated; or
- ❖ You need more information about a transaction listed on the statement or transaction confirmation.

**Our security obligations:**

PLEASE NOTE THAT VICONET DOES NOT STORE NOR PROCESSE ANY OF YOUR PERSONAL INFORMATION, AS WELL AS ALL INFORMATION RELATING TO THE USE OF PAYFAST, ON ANY COMPUTERS AND/OR DEVICES WHETHER LOCATED IN IN THE



REPUBLIC OF SOUTH AFRICA OR OTHERWISE. VICONET IS ONLY A SHOPPING PLATFORM AND WHEN YOU DECIDE TO PAY FOR ANY PRODUCT YOU WILL BE AUTOMATICALLY RE-DIRECTED TO **PAYFAST** BEING YOUR PAYMENT PROVIDER WHICH IS ULTIMATELY RESPONSIBLE FOR THE SECURITY OF YOUR PERSONAL INFORMATION. SHOULD YOU NEED MORE INFORMATION ON THE SECURITY OF PAYFAST, PLEASE VISIT [WWW.PAYFAST.CO.ZA](http://WWW.PAYFAST.CO.ZA) OR TO READ THEIR TERMS AND CONDITIONS, PLEASE VISIT <https://www.payfast.co.za/end-user-agreement/>

PAYFAST 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/certifications-downloads>.

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. VICONET 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.

PAYFAST uses third parties to verify our privacy principles.

PAYFAST's registration documents and the Website's registered domain name is checked and verified by VeriSign.

PAYFAST takes all reasonable steps to ensure the integrity and security of the Website and all back-office applications.

## **PROHIBITED CONDUCT**

**Without limiting the provisions of our Acceptable Use Policy, YOU AGREE TO USE PAYFAST IN ACCORDANCE WITH THE TERMS OF THESE PAYMENT TERMS, OUR WEBSITE TERMS, AND ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS**



APPLICABLE TO USE OF ELECTRONIC PAYMENTS METHOD TYPES SIMILAR OR SAME TO PAYFASTS. In particular, you undertake not to engage in any of the following prohibited conduct:

- ❖ 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 PAYFAST, the Website;
- ❖ submitting false, inaccurate, incomplete, outdated, or misleading information on the Website;
- ❖ using PAYFAST, the Website to conduct fraudulent or illegal activities (including illegal gambling or gaming activities);
- ❖ delivering or attempting to deliver any damaging code to the Website, or attempting to gain unauthorized access to any page on the Website; or
- ❖ removing or modifying any copyright, trademark, or other proprietary rights notice on the Website, or on any materials printed or copied off the Website.

**Liability for prohibited conduct:** You acknowledge that if you breach any of the conditions set out herein, VICONET may incur substantial damages. Accordingly, in the event of a breach:

- ❖ Your PAYFAST may be limited, suspended, or immediately terminated;
- ❖ You may be subject to criminal prosecution;
- ❖ You will be liable for any damages we incur, including without limitation all costs, expenses, and fines levied on VICONET by third parties such as payment processors and/or service providers as a result of your breach.

**Litigation costs:** You agree that, if either you or PAYFAST commence litigation or arbitration in connection with this the abovementioned breaches, the prevailing party shall be entitled to recover lawyers' fees and any other costs reasonably incurred in such proceeding on an attorney and



own-client scale, in addition to any other relief to which the prevailing party may be entitled, or that is so order by a court of law

## **INTELLECTUAL PROPERTY RIGHTS**

**Content:** You acknowledge that all the content, including works of copyright, trademarks, domain names, hyperlinks, information, and agreements on the Website, or used in relation to the Services (Content), are the property of or licensed to Viconet 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 license 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 Viconet. To request such consent please contact our Support Team at [info@viconet.co.za](mailto:info@viconet.co.za) on **Monday to Friday – 09:00 – 16:00**.

**Intellectual property rights:** Any rights and intellectual property rights subsisting in PAYFAST, 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 PAYFAST (Pty) Ltd and/or its licensors and all rights not expressly granted are reserved.

**Rights to Personal Information:** Solely to enable Viconet to use your Personal Information as contemplated by these Payment Terms (so that we are not violating any rights you might have in your Personal Information), you hereby grant Viconet

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. Viconet will use and protect your Personal Information in accordance with our Privacy Policy.

## **SOCIAL MEDIA AND EMAIL**

**The Website may include links to social media sites that allows you to, for example, “like” PAYFAST Services and/or post messages about your experience with PAYFAST.** 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. Viconet SHALL NOT IN ANY MANNER WHATSOEVER BE HELD RESPONSIBLE FOR NEITHER SUCH LINK NOR ANY DAMAGES YOU MAY SUFFER AS A RESULT OF LINKING TO SUCH SOCIAL MEDIA SITES. IT IS THEREFORE YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE IMPLICATION OF ANY SOCIAL MEDIA PLATFORM YOU USE WHEN DIRECTED TO SUCH PLATFORMS VIA OUR SITE OR PAYFAST.

The Website may also provide an option for you to send another person an email about PAYFAST. 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.

## **FURTHER PROHIBITIONS**

**Linking to the Viconet Payment Portal.** You may not link or set up any link either directly or indirectly to our payment portal. You may not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

## **COMPLAINTS**



We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise, you are encouraged to let Us know if You have any complaints or comments on [info@viconet.co.za](mailto:info@viconet.co.za), on **Monday - Friday – 09:00 – 16:00**.