

Terms and Conditions

These terms and conditions are the contract between you and More Payments (“us”, “we”, etc). By visiting or using Our Plugin you agree to be bound by them.

You are: Anyone who uses Our Plugin or buys Service from us.

Please read this agreement carefully and save it. If you do not agree with it, you should not use Our Plugin.

1. Definitions

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| “Content” | means the textual, visual or aural content that is encountered as part of your experience on Our Plugin. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you. |
| "Intellectual Property" | means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights. |
| “Our Plugin” | means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us More Payments. It includes all web pages controlled by us to integrate your BigCommerce store to your PayFast account. |
| “Our Website” | means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us More Payments. It includes all web pages controlled by us providing information related to the integration of your BigCommerce store to your PayFast account |
| "Post" | means place on or into Our Plugin any Content or material of any sort by any means. |

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| “Services” | means all of the services available from Our Plugin, whether free or charged. |
| “Visitor” | means anyone who visits and uses Our Plugin. |

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.0. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.1. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.2. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.3. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.4. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.5. any obligation of any person arising from this agreement may be performed by any other person.
- 2.6. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.7. These terms and conditions apply to all supplies of Services by us. They prevail over any terms proposed by you.
- 2.8. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Basis of Contract

- 3.0. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Services given on Our Website and Our Plugin.
- 3.1. Subject to these terms and conditions, we agree to provide to you some or all of the Services described on Our Website and Our Plugin at the prices we charge from time to time.
- 3.2. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services are suitable and satisfactory for your requirements;
- 3.3. So far as we allow use of our Intellectual Property, we grant a licence to you, limited to the terms set out in this agreement.
- 3.4. Our contract with you and licence to you last for until the end of the current month from the date of payment. Any continuation by us or by you after the expiry of one month is a new contract under the terms then posted on Our Plugin. Your continued use of our Services after that shall be deemed acceptance by you of the changed Service, system and/or terms.
- 3.5. The contract between us comes into existence when you install Our Plugin.
- 3.6. We may change this agreement and / or the way we provide the Services, at any time. If we do:
 - 3.6.0 the change will take effect when we Post it on Our Plugin.
 - 3.6.1 we will give you notice of the change. If you do not accept the change you should uninstall Our Plugin.
 - 3.6.2 if you make any payment for Services or goods in the future, you will do so under the terms Posted on Our Plugin at that time.

4. Your account and personal information

- 4.0. When you install Our Plugin, you accept responsibility for any action done by any person using your BigCommerce account details. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your BigCommerce account is being, or is likely to be, used in an unauthorised manner.

- 4.1. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 4.2. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

5. If you buy Services as a consumer

This paragraph applies if and only if, you are a consumer as defined in the Electronic Communications and Transactions Act 2002 (“the Act”).

- 5.0. For all purposes at law, the contract between us is not made until you have installed Our Plugin.
- 5.1. Whether or not you have paid any money to us at that time is neither relevant to the start of the contract nor to your right to cancel.
- 5.2. The contract is not made automatically at the point when you have agreed to these contract terms. That is merely your offer. The contract is made later, when we accept and agree to provide the Service you want.
- 5.3. You are able to use our services linking your BigCommerce store to a Payfast Sandbox account at no charge from us. You are able to link your BigCommerce store to a Payfast Live account after subscribing to the service.
- 5.4. So far as our Service is continuing, you may cancel it at any time before we have completely provided it. If you do, we will not return to you any money paid. In this case you are able to use the services for the remainder of the month in which you have paid.

6. The price

- 6.0. The prices payable for Services are clearly set out on Our Plugin.
- 6.1. The price charged for any Services may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
- 6.2. Prices are inclusive of any applicable value added tax or other sales tax.

7. Renewal payments

- 7.0. At any time before expiry of your subscription, you may use the “Introduction” tab on Our Plugin to access your personal information and change your payment details or cancel renewal.
- 7.1. At expiry of your More Payments subscription we shall automatically take payment from your Payfast provided subscription information for the following month of the sum specified on Our Plugin.

8. How we handle your Content

- 8.0. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 8.1. You understand that you are personally responsible for your breach of someone else’s intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
- 8.2. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 8.3. Please notify us of any security breach or unauthorised use of your account.
- 8.4. We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to us a licence to use it.

9. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Plugin in several ways and for different purposes. We have to regulate your use of Our Plugin to protect our business and our staff, to protect other users of Our Plugin and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever way we can.

You agree that you will not use or allow anyone else to use Our Plugin to Post Content or undertake any activity which is or may:

- 9.0. be unlawful, or tend to incite another person to commit a crime;

- 9.1. consist in commercial audio, video or music files;
- 9.2. be obscene, offensive, threatening, violent, malicious or defamatory;
- 9.3. be sexually explicit or pornographic;
- 9.4. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 9.5. request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
- 9.6. be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 9.7. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 9.8. facilitate the provision of unauthorised copies of another person's copyright work;
- 9.9. link to any of the material specified in this paragraph;
- 9.10. Post excessive or repeated off-topic messages to any forum or group;
- 9.11. sending age-inappropriate communications or Content to anyone under the age of 18.

10. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 10.0. hyperlinks, other than those specifically authorized by us;
- 10.1. keywords or words repeated, which are irrelevant to the Content Posted.
- 10.2. the name, logo or trademark of any organisation other than that of you or your client.

10.3. inaccurate, false, or misleading information;

11. Removal of offensive Content

11.0. For the avoidance of doubt, this paragraph is addressed to any person who uses Our Plugin for any purpose.

11.1. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.

11.2. If you are offended by any Content, the following procedure applies:

11.2.1 your claim or complaint must be submitted to us in the form available on Our Plugin, or contain the same information as that requested in our form. It must be sent to us by post or email.

11.2.2 we shall remove the offending Content as soon as we are reasonably able;

11.2.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;

11.2.4 we may re-instate the Content about which you have complained or not.

11.3. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.

11.4. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

12. Security of Our Website

If you violate Our Plugin we shall take legal action against you. You now agree that you will not, and will not allow any other person to:

12.0. modify, copy, or cause damage or unintended effect to any portion of Our Plugin, or any software used within it.

- 12.1. link to Our Plugin in any way that would cause the appearance or presentation of Our Plugin to be different from what would be seen by a user who accessed Our Plugin through the BigCommerce portal;
- 12.2. download any part of Our Plugin, without our express written consent;
- 12.3. collect or use any product listings, descriptions, or prices;
- 12.4. collect or use any information obtained from or about Our Plugin or the Content except as intended by this agreement;
- 12.5. aggregate, copy or duplicate in any manner any of the Content or information available from Our Plugin, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 12.6. Despite the above terms, we now grant a licence to you to:
 - 12.6.1 you may copy the text of any page for your personal use in connection with the purpose of Our Plugin or a Service we provide.
 - 12.6.2 You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

13. Uploading to our servers

- 13.0. You must not upload to, or store on our servers any material or Content which you are not permitted by this agreement to Post to Our Plugin.
- 13.1. You may not send more than 30 transaction messages per hour.

14. Termination

This agreement may be terminated:

- 14.0. by uninstalling Our Plugin.
- 14.1. when we terminate it, without notice, on account of your failure to comply with these terms.
- 14.2. immediately by either party if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the

winding up of the other party or for the making of an administration or bankruptcy order (otherwise than for the purpose of an amalgamation or reconstruction).

14.3. Any termination of this agreement by this paragraph shall be without prejudice to any other rights or remedies to which a party may be entitled.

14.4. Termination by either party shall have the following effects:

14.4.1 your right to use the Services immediately ceases;

14.4.2 we are under no obligation to forward any unread or unsent messages to you or any third party;

14.5. In the event of such termination by us, you will be able to use Our Plugin for the remainder of the month that you have paid where such termination is not due to a breach of the conditions in this document.

14.6. There shall be no re-imburement or credit if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

15. Interruption to Services

15.0. If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.

15.1. You acknowledge that the Services may also be interrupted for many reasons beyond our control.

15.2. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

16. Intellectual Property

You agree that at all times you will:

16.0. not cause or permit anything which may damage or endanger our title to the Intellectual Property.

16.1. notify us of any suspected infringement of the Intellectual Property;

- 16.2. indemnify us for any loss or expense arising from your misuse of the Intellectual Property;
- 16.3. on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by us in writing;
- 16.4. not use any name or mark similar to or capable of being confused with any name or mark of ours;
- 16.5. so far as concerns software provided or made accessible by us to you, you will not:
 - 16.5.1 copy, or make any change to any part of its code;
 - 16.5.2 use it in any way not anticipated by this agreement;
 - 16.5.3 give access to it to any other person than you, the licensee in this agreement;
 - 16.5.4 in any way provide any information about it to any other person or generally.
- 16.6. not use the Intellectual Property except directly in our interest.

17. Transaction Limit and data storage

- 17.0. We assume no responsibility for the deletion or failure to store or deliver transaction or other messages.
- 17.1. We may, from time to time, set a limit on the number of messages you may send, store, or receive through the Service. We may withhold messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.
- 17.2. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.
- 17.3. We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up in any particular circumstances unless we have made specific contractual arrangements with you in writing.

18. Disclaimers and limitation of liability

- 18.0. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 18.1. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 18.2. The More Payments plugin is provided “as is”. We make no representation or warranty that the service will be:
- 18.2.1 useful to you;
 - 18.2.2 of satisfactory quality;
 - 18.2.3 fit for a particular purpose;
 - 18.2.4 available or accessible, without interruption, or without error;
- 18.3. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website or Our Plugin.
- 18.4. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Plugin, which is indirect or consequential loss, or economic loss or other loss of turnover, profits, business or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.
- 18.5. We make no representation or warranty and accept no responsibility in law for:
- 18.5.1 accuracy of any Content or the impression or effect it gives;
 - 18.5.2 delivery of Content, material or any message;
 - 18.5.3 privacy of any transmission;
 - 18.5.4 any aspect or characteristic of any goods or services processed through Our Plugin;

- 18.6. Our Plugin includes Content Posted by third parties. We are not responsible for any such Content. If you come across any Content which offends you, please contact us via the “Contact us” page on Our Website.
- 18.7. We will do all we can to maintain access to Our Plugin, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 18.8. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Services concerned.
- 18.9. This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our directors, officers, employees, subcontractors, agents and affiliated companies, as well as to us
- 18.10. If you become aware of any breach of any term of this agreement by any person, please tell us by notifying us through the Contact Us page on Our Website. We welcome your input but do not guarantee to agree with your judgement.
- 18.11. Nothing in this agreement excludes liability for a party's fraud.

19. You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 19.0. your failure to comply with the law of any country;
- 19.1. your breach of this agreement;
- 19.2. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 19.3. a contractual claim arising from your use of the Services;
- 19.4. a breach of the intellectual property rights of any person;

For the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at R 2000 per hour without further proof.

20. Miscellaneous matters

- 20.0. You undertake to provide to us with all information that we may require to enable us to fulfil our obligations under this contract.
- 20.1. The schedules, if any, to this agreement are part of the agreement and have the same force and effect.
- 20.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 20.3. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 20.4. If you are in breach of any term of this agreement, we may:
- 20.4.1 terminate your account and refuse access to Our Plugin;
 - 20.4.2 remove or edit Content, or cancel any order at our discretion;
 - 20.4.3 issue a claim in any court.
- 20.5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 20.6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 20.7. Any communication to be served on either of the parties by the other shall be delivered by e-mail.

It shall be deemed to have been delivered:

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 20.8. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 20.9. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 20.10. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control
- 20.11. In the event of any conflict between any term of this agreement and the provisions of the memorandum of incorporation of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 20.12. The validity, construction and performance of this agreement shall be governed by the laws of the Republic of South Africa and you agree that any dispute arising from it shall be litigated only in that country