



INTEGRATION PARTNER AGREEMENT

This Agreement was drafted on 10 April 2019. If you signed up before 10 April 2019, you will be bound by this version of the Agreement.

PLAIN ENGLISH

We know that terms & conditions can be lengthy and difficult to read, so above each section of legal terms (the numbered paragraphs, with no background), we've set out (in a light grey box) a brief, plain-English summary of the key points for that section of the legal terms. Note that the legal terms will always be the binding terms, and the explanation (in the light grey boxes) is there to help you understand the legal terms but is non-binding. Any questions, please get in touch via our usual support contact options.

ABOUT THE THREE PEAKS INTEGRATION PARTNER PLATFORM

The **Three Peaks Integration Partner Platform** (and this Agreement) allows you to integrate your own system with our API, to enable your customers (referred to as 'Merchants') to create and manage payments via debit order from within your system.

Three Peaks will still contract directly with your customers by entering into a separate agreement with them, which means you don't need to worry about holding funds or being regulated, as we'll pay funds directly to your customers, and collect fees from them too.

We'll also manage the verification process – as an authorised payments institution, we are obliged to carry out 'know your customer' checks and anti-money laundering checks - but once the initial checks are performed and monitoring set up, your customers can effectively use the Three Peaks service entirely from within your software, enabling you to connect their payments with existing systems and workflows.

Three Peaks will also carry out 'know your customer' checks with the partner, we will require information about your system and base workflow to get an understanding how we can best meet our customers' requirements with an integration partner

To create a Pre-built Integration, check out our 'API' guide <http://www.threepeaks.co.za/api>.

It's important to note that the relationship between us is also totally separate from the relationship you have with your customers to provide goods or services – we're not involved in the actual supply of any goods and services to your customers and any disputes about that should be resolved directly between you and that customer. We have no involvement in or liability for the contractual arrangements between you and your customers.

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PARTIES AND BASIC COMMITMENTS

We'll provide you with a service that enables your customers to set up and receive payments from their own customers, through your system. Your customers can do this by creating their own Three Peaks Account and "connecting" their account to your system, via an integration created by you and through the authentication method our API provides.

We do not get involved in the actual supply of goods/services, or the provision of support to your customers, all of which is your responsibility and is governed by the separate agreement between you and your customers.

We want our relationship to run smoothly and we want it to be successful, so we expect you to nominate someone within your organisation to be the primary point of contact for our Partnerships team. We also want Connected Merchants to have a great experience when they use the Three Peaks Service via your Pre-built Integration. Therefore, we expect that you'll work with us to ensure that each Connected Merchant's experience is a positive one.

We'll first evaluate and review your Pre-built Integration before we allow Merchants to use our service through it. We'll ask you to respond to some questions to explain the technical and non-technical aspects of it and to provide support documentation relating to it.

- 1) Three Peaks Management Pty Ltd (referred to as 'Three Peaks', 'we' or 'us') provides a service that enables Merchants to set up and receive secure debit order payments from Customers via their Merchant Account. We do not provide a service that enables Merchants to accept payment for non-commercial purposes.
- 2) This Agreement sets out the terms and conditions of the agreement between you, the Integration Partner and Three Peaks for your access to and use of the API in accordance with the Three Peaks Integration Partner Platform. The Three Peaks Integration Partner Platform enables you to offer payment collection services to Merchants through the Integration Partner System, enabling those Merchants to collect payments from Customers, through the Integration Partner System.
- 3) If there is a conflict between this Agreement, the website [Terms](#) of use and the Three Peaks Merchant Agreement solely in relation to your use of the Three Peaks Integration Partner Platform, this Agreement will prevail.
- 4) You agree to designate an individual in your employ to be the main point of contact in relation to all matters relating to this Agreement. You agree to notify Three Peaks in writing of the name and contact details of the designated individual and will promptly inform Three Peaks in writing if there is any change to the designated individual, or their contact details.
- 5) You acknowledge and agree that:
 - a) you shall provide accurate information and reasonable assistance to Three Peaks in relation to your use of the Three Peaks Integration Partner Platform
 - b) in order to use the Three Peaks Integration Partner Platform your Pre-built Integration must first pass Three Peaks' Integration Review. Three Peaks will not enable your Pre-built Integration to become operational and available for use by Merchants until all stages of the Integration Review have been completed to Three Peaks' satisfaction;
 - c) your use of the Three Peaks Integration Partner Platform and the supply of the Three Peaks Service will not create any liability on the part of Three Peaks in respect of the supply of goods or services by you to a Merchant, and you will remain directly liable in relation to such supply, including the provision of the Integration Partner System;

- d) therefore, you are also solely responsible for providing support and related services to Merchants for all issues related to that supply of goods or services, including (but not limited to) all issues arising from the Integration Partner System;
- e) each of us is required to provide support and assistance to Connected Merchants only to the extent that such support and assistance is required in relation to the Connected Merchant's use of the Three Peaks Service via your Pre-built Integration. Such support may include, without limitation, working with the other Party's applicable support team in order to resolve a Connected Merchant's request. We each agree that such support will be to the same standards and practices which a reasonably prudent and experienced supplier of similar services would reasonably be expected to adopt. For the avoidance of doubt, you are not required to provide support and assistance where the support query relates to use of the Three Peaks Service by a Connected Merchant via a means other than your Pre-built Integration. Furthermore, Three Peaks does not require you to provide support and assistance on behalf of Three Peaks in relation to the supply of the Three Peaks Service to Connected Merchants and Merchants.

THE THREE PEAKS INTEGRATION PARTNER PLATFORM

You're allowed to use our API in accordance with the specific documentation and information we provide in relation to it, and not in any other way.

As we mentioned earlier, before Merchants can use the Three Peaks Service via your Pre-built Integration, we require it to be reviewed by us. The purpose of having an Integration Review is to ensure that your Pre-built Integration contains all the features it needs to in order for Connected Merchants to (a) have a great payment processing experience and (b) obtain all the benefits and features of the Three Peaks Service.

Once your Pre-built Integration has passed the Integration Review, we'll list you as one of our partners on the Three Peaks Site. You will be able to initiate transactions. However, it's important to note that you won't actually own any of the transactions or any other details related to that Connected Merchant's account.

- 6) Three Peaks may make the API available to you. Further, it may make available Documentation in relation to the API. Where it does, you shall comply with the Documentation in connection with the integration and use of the API.
- 7) You must not use the API in a way which Three Peaks has stated is not permitted in the current version of the Documentation, or in any way which is prohibited by publicly available documentation relating to API. We may ask you to install or update certain software in order to ensure the proper functioning of the API.
- 8) For the avoidance of doubt, as an Integration Partner, you do not own any of the Merchant Data.
- 9) As an Integration Partner, you will, where permitted by a Merchant, be able to access certain Merchant Data and be able to perform certain tasks and initiate Authorised Activity in relation to a Connected Merchant Account and that Merchant Data.
- 10) You must not perform any activity in relation to a Connected Merchant Account other than an Authorised Activity.
- 11) Three Peaks will subject your Pre-built Integration to Integration Review(s) prior to your Pre-built Integration being made available to Merchants, and at any time thereafter the date upon which you successfully pass your first Integration Review, to ensure that the standards required of your Pre-built Integration continue to meet the minimum standards required by the Integration Review process. Further information relating to the Integration Review process is specified in the Documentation.
- 12) Your Pre-built Integration must pass such Integration Review(s) before it can be used by Merchants. Where your Pre-built Integration has not passed Integration Review(s), Three Peaks may terminate this

Agreement pursuant to clause 47 of this Agreement, or, in its sole discretion, and without limiting Three Peaks' other rights: (a) conduct a subsequent review of the Pre-built Integration, and determine that the Pre-built Integration has, or has not passed, such review.

- 13) Once your Pre-built Integration has passed Integration Review(s) (and where applicable, any subsequent Integration Reviews conducted by Three Peaks), we will list you on Three Peaks' Partner Page as an approved partner of Three Peaks.

CONNECTED MERCHANT ACCOUNTS

We require you to have a legally binding agreement with all of your customers that are connecting their Three Peaks account to your system, which must contain the information set out here. We leave it to you to decide how you would like to provide this information, but as an example, we would expect you to provide:

A high-level explanation of what your Pre-built Integration does and in particular, that your customer gives you permission to carry out 'Authorised Activity' on their behalf. We consider you to have carried out 'Authorised Activity' when the following sequence of events happens: (1) one of your customers initiates a debit order instruction itself from within your system, and then (2) your Pre-built Integration communicates this to us, via our API and we act in accordance with the customer's actions/instructions.

Explaining to your customer that you will have access to certain data associated with their Three Peaks account, and how you will protect this data.

We aren't obliged to offer any services to your customers, and our decision as to whether we do so is entirely our decision. We can also suspend or terminate your customer's account, if they use it or our services to carry out an illegal or Restricted Activity, or anything else we've told them not to do.

Just because your customers have connected their account to your system, does not mean that they are restricted to using our service for this purpose only. Your customers are free to use our service independently of your system, and you are not permitted to take steps (contractual or otherwise) to prevent them from doing so, if they wish.

We may limit the type of Merchants that can use the Pre-built Integration or restrict the use of the Pre-built Integration to specific Merchants.

You should only ever use your own account in a lawful manner, and you should look after your customers' accounts that are connected to your system at all times. Don't exploit their trust by letting any third parties access their account and don't collect or use any information without their prior permission.

- 14) You must clearly explain to each Merchant that provides you with access to a Connected Merchant Account:
 - a) your use of the Three Peaks Integration Partner Platform;
 - b) the details of the Integration Partner System;
 - c) how you will make use of and protect the Connected Merchant Account and the Merchant Data;
 - d) the Authorised Activity you will carry out, including obtaining express permission to carry out such Authorised Activity, and explaining that positive actions initiated by Connected Merchants from within your Integration Partner System will result in you carrying out Authorised Activity on the Connected Merchant's behalf;
 - e) any other information as required by this Agreement. (together, this information being the 'Integration Partner Information')
- 15) Provision of the Integration Partner Information to Merchants and Connected Merchants is your sole responsibility, and Three Peaks shall have no liability or responsibility in relation to or connection with the provision or non-provision of the Integration Partner Information
- 16) Three Peaks enters into an agreement with each Merchant for the provision of the Three Peaks Service, typically the Three Peaks Merchant Agreement. Consequently, no Merchant is bound to use their Three Peaks Account in relation to the Integration Partner System only, or at all, and may use the Three Peaks Service independently of the Integration Partner System. You must not prevent Merchants from doing this at any point, whether contractually or otherwise, or take any measure which might prevent a Merchant from doing so.
- 17) We may provide you with certain rules, criteria and guidelines for accepting Connected Merchant Accounts for use with the Integration Partner System, including but not limited to, those related to industry, risk profiles, value of transactions, or any other criteria. Three Peaks has total discretion as to whether or not a business may use Three Peaks, and whether they may have a Connected Merchant Account. We may also require you to pass us information on any Merchant, prior to you accepting them as a Connected Merchant for use with the Integration Partner System.
- 18) Once a Connected Merchant Account is connected to the Integration Partner System, you acknowledge and agree that you, and you alone, are responsible for:
 - a) the provision of information to Three Peaks under this Agreement, including the completeness and accuracy of that information;
 - b) use of any data, including Merchant Data accessed or provided to you; and
 - c) any Unauthorised Activity performed by you or the Integration Partner System, and the results of any such activity.
- 19) We may suspend or terminate a Connected Merchant Account, and/or the related Merchant, and may suspend or cease provision of the Three Peaks Service to any Merchant if:
 - a) that Merchant is carrying out any Restricted Activity, or we reasonably believe that is the case;
 - b) the Merchant has, in Three Peaks' absolute discretion, breached or has failed to satisfy the terms or conditions of any agreement with Three Peaks;
 - c) the Merchant has, in Three Peaks' absolute discretion, breached any applicable law, regulation or Payment Scheme rules;
 - d) the Merchant has, in Three Peaks' absolute discretion, connected to your Pre-built Integration with no intention of initiating *bona fide* Transactions through that Pre-built Integration, but for some other purpose, for example to take advantage of certain fees; or
 - e) the Merchant has otherwise conducted any activity that, in Three Peaks' sole discretion, has or might bring Three Peaks or its brand into disrepute.
- 20) You are prohibited from:
 - a) selling or transferring your Three Peaks Account and/or your access to any Connected Merchant Account;
 - b) allowing third parties to access any Connected Merchant Account or Merchant Data;
 - c) using your Three Peaks Account in any way which is unlawful; and
- 21) You will be responsible for all acts and omissions in relation to any activity connected with use of the Credentials (including by any third party).

INTELLECTUAL PROPERTY

All intellectual property connected with our service belongs to us.

- 22) No rights or licenses are conferred on either Party pursuant to this license except those expressly set out in this license. In particular, you may only use the Three Peaks Integration Partner Platform in a manner consistent with this Agreement. All intellectual property in the Three Peaks Integration Partner Platform and Three Peaks' Marks including that protected by, without limitation, copyright, industrial design registration, patents, trade secret and other laws, is and remains the property of Three Peaks. Should you make or suggest improvements or changes to the Three Peaks Integration Partner Platform (the "Platform Improvements"), you agree that any intellectual property in such suggestion is the property of Three Peaks and that Three Peaks may exploit such intellectual property as it sees fit. Without limiting the generality of the foregoing, you hereby assign to Three Peaks all right, title and interest in and to any Platform Improvements including, without limitation, all intellectual property rights therein. This assignment becomes effective in respect of each respective Platform Improvement when such Platform Improvement is brought into existence. You hereby waive in favour of Three Peaks and any affiliate of Three Peaks all moral rights and similar non-assignable rights related to the Platform Improvements. You will perform any acts required to confirm or document the assignment to Three Peaks of the Platform Improvements, whether during or subsequent to the term of this Agreement.

NO PARTNERSHIP

'Partner' can have quite a specific legal meaning, and we've not put a ring on it yet - we're just making that clear. Neither of us can claim a heightened level of relationship status either, unless of course it is true and agreed between us.

That being said, we can refer to you as an Integration Partner while this agreement is in place between us.

- 23) Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way. Neither you nor Three Peaks will suggest or claim any sponsorship, endorsement or affiliation between us, other than in accordance with the section of this Agreement entitled 'Intellectual Property' unless such a relationship is governed by a separate agreement.
- 24) You agree that during the term of this Agreement, we may refer to you publicly as an Integration Partner, and as a party that is working with Three Peaks to enable Merchants to use the Three Peaks Service in connection with the Integration Partner System, including via the Pre- built Integration.

ASSIGNMENT AND SUBCONTRACTORS

We can assign certain things, such as assign the agreement between us to a new party, and also subcontract certain obligations to others. We do use certain sub-contractors, such as our hosting providers. We will notify you in writing prior to any changes being made.

If you want to assign your contract, please ask us first – we'll need any new entity to pass our normal signing-up checks and need certain details about them.

- 25) Three Peaks may assign its rights under this Agreement or subcontract its obligations under it to a third party. We will notify you in writing prior to any changes being made. You shall not assign this Agreement or any rights under this Agreement without Three Peaks' prior written consent, and you shall not grant any security over this Agreement.

SUSPECTED FRAUD AND SIMILAR ACTIVITY

You have to tell us if you think your customers or other people are using Three Peaks to do fraudulent or other bad things.

On our side, if we suspect there's something fishy going on in relation to payment – for example, that it's fraudulent, or breaches laws, regulations or rules applicable to debit orders, we may decide not to process that transaction and/or take certain other actions, such as informing the payer to charge a payment back.

We may also share information about you and/or your transactions with enforcement agencies, governments etc. if we suspect any fraudulent activity.

- 26) You must notify Three Peaks as soon as reasonably practicable if you become aware of any fraudulent, Restricted Activity or other illegal activity on the part of a Merchant (including a Connected Merchant), or Customer (including, without limitation, money laundering or terrorist financing) by emailing Three Peaks at supportj@threepeaks.co.za or by phone using the contact details provided on the Three Peaks Site.
- 27) If we suspect that any use of the Three Peaks Service, including the Three Peaks Integration Partner Platform, a Three Peaks Account or a Connected Merchant Account, is fraudulent, is not authorised, is in violation of this Agreement, law or regulation, or the relevant Payment Scheme, or is likely to expose either Three Peaks, or any other party to harm, or that you are facilitating any similar activity or outcome, we reserve the right to:
- immediately terminate the relevant party's use of the Three Peaks Service, including use of the Three Peaks Integration Partner Platform or a Three Peaks Account;
 - not process any underlying Transaction, and if the Transaction has already been processed, to reverse it if possible, to do so, and/or to advise a Customer to claim such funds back resulting in a Chargeback that the relevant Merchant would be liable for.
- 28) In addition, you grant us permission to provide any law enforcement, government or similar agency or body with information about you, any Connected Merchant, underlying Transactions and any other information we hold about you, including all details of the Integration Partner System and any Connected Merchant Account, if we suspect that you are using or enabling use of the Three Peaks Service, including the Integration Partner System and any Connected Merchant Account, or the Integration Partner System in such a way as to facilitate the type of activity or outcomes set out in clause 33, above.

- 29) We may do all of the things set out in this section entitled 'Suspected Fraud and Similar Activity' even following termination of your Three Peaks Account and this Agreement.

LIABILITY

We don't promise anything other than what we explicitly state in this agreement. There are certain things we can't limit liability for according to law, and so we don't limit liability for those things!

If your customers use your system and then come knocking on our door with a complaint or claim about it, you agree that it's not our responsibility and that you'll step in and sort things out with your customer directly. The same goes for making sure that your employees and agents act above board and in compliance with the law, and that you put in place proper security controls and procedures to prevent unauthorised access or use of the Three Peaks Platform or your Three Peaks Account.

- 30) All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Three Peaks Service and/or the Three Peaks Integration Partner Platform are excluded to the extent permitted by law
- 31) We are not responsible for, and shall in no way be liable for:
- a) your provision of the Integration Partner System and related services of any nature, including but not limited to, providing customer support, service notifications, or any other action;
 - b) your, your agent's or employee's compliance with laws, regulations and the Payment Scheme rules;
 - c) any acts or omissions in relation to (a) and (b), above; and
 - d) any unauthorised access, hacking, tampering or use of your connection to the Three Peaks Integration Partner Platform, your Merchant Account or any data connected with it, as a result of your specific security controls or procedures.
- 32) You agree to defend, indemnify and hold harmless Three Peaks, our employees, agents and assigns, from and against any cause of action, damage, loss or liability arising out of or in connection with:
- a) any dispute between you and a Connected Merchant, or any similar dispute between Three Peaks and a Connected Merchant relating to your Pre-built Integration and/or your use of the Three Peaks Integration Partner Platform. This includes disputes in relation to any activity conducted by you, including Authorised Activity and your use and treatment of Merchant Data;
 - b) your use of the API in a manner inconsistent with the Documentation; and
 - c) any other breach of this Agreement, law, regulation or the Payment Scheme rules by you.
- 33) Nothing in this Agreement shall operate to exclude or restrict either Party's (or that Party's employees' or agents') liability for:
- a) any matter which cannot be limited or excluded by law;
 - b) death or personal injury resulting from negligence; or
 - c) fraud, deceit or fraudulent misrepresentation.

DATA PROTECTION AND INFORMATION SHARING

We work to a high standard of data protection and privacy compliance, which meets or exceeds the requirements set out in the Protection of Personal Information Act (POPI Act).

- 34) For the purposes of this Agreement, "Personal Data", "data controller", "data subject", "supervisory authority", "personal data breach" and "process" shall have the meaning given by the POPI Act.
- 35) Three Peaks and the Merchant, in their capacity as a Connected Merchant, are independent data controllers in relation to the Personal Data of Customers processed in connection with the Three Peaks Service.
- 36) You and we shall each comply with our respective obligations under the applicable Data Protection Law and neither of us will knowingly perform our obligations under this Agreement in such a way as to cause the other to breach any of its obligations under the applicable Data Protection Law.
- 37) You agree that you will:
 - a) ensure appropriate technical and organizational security measures are in place to protect personal data under your control;
 - b) notify Three Peaks without undue delay in the event that you receive a request, complaint or other communication from a data subject or a regulatory authority that is addressed to or intended for Three Peaks, and provide reasonable assistance where required unless prevented from doing so by law or regulation; and
 - c) notify Three Peaks without undue delay in the event that you are required to notify a data protection regulator or data subject under the Data Protection Law of any data breach concerning personal data processed for a Merchant in relation to this Integration Partner Agreement.

SUSPENSION OF YOUR ACCOUNT AND THE SERVICES

We may suspend services we provide to you in a number of circumstances, for example, if you breach this agreement, become insolvent, act fraudulently, or you do one of the things we said we didn't want you using our service to take payments for.

Assuming that the reasons for the suspension are resolved, we will begin providing you with the service again. If we can't resolve the issues that have arisen, we may terminate our agreement with and stop providing you with services altogether

- 38) Three Peaks will be entitled to suspend or withdraw your right to use the Three Peaks Service and the Three Peaks Integration Partner Platform (or any part of it) where:
- a) you are in breach of any of your obligations under this Agreement;
 - b) you have breached your obligations in respect of the security of your Three Peaks Account or the Credentials, or Three Peaks has reasonable grounds to suspect such breach;
 - c) you have performed Unauthorised Activity;
 - d) you suffer an Insolvency Event or Three Peaks reasonably suspects that you will do so;
 - e) you have used the Three Peaks Service or the Three Peaks Integration Partner Platform (or any part of it) in a manner which is unlawful;
 - f) while Three Peaks is conducting anti-money laundering or similar checks on you, until those checks are resolved to Three Peaks' satisfaction; or
 - g) it is required to do so by law or regulation.
- 39) Where any of the factors for suspension referred to above cease to exist then, unless Three Peaks exercises its rights to terminate this Agreement in light of such factors, Three Peaks will, as soon as reasonably practicable, reinstate your access to the Three Peaks Integration Partner Platform but may require you to change the Credentials

TERMINATION

You accept these terms as soon as you sign up for an account with us or start using our service.

Each of us can terminate this agreement for any reason. To do this, you must give us two months' notice in writing. We also need to give you two months' notice.

If either of us commits a material breach (i.e. a serious one!) of this Agreement, and the person breaching doesn't fix it within 28 days of being told about the breach, the other party can terminate immediately (i.e. it won't be necessary for us to give notice as above).

In addition, we can terminate immediately if you go insolvent or it looks like you're about to. We may also terminate your account if we aren't able to complete verification of your business, or if your use (or your customer's use, facilitated by you) of our service might pose a high risk to us.

- 40) You will be deemed to have accepted the terms of this Agreement as soon as you start using the Three Peaks Integration Partner Platform.
- 41) Either Party may terminate this Agreement on two months' written notice to the other Party, such notice to be given in accordance with paragraphs 48 & 49 below.
- 42) Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if the other Party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 28 days of that Party being notified of the breach.
- 43) Three Peaks may terminate this Agreement:
 - a) with immediate effect if you suffer an Insolvency Event;
 - b) with immediate effect if Unauthorised Activity occurs;
 - c) with immediate effect if your Pre-built Integration has not passed an Integration Review;
 - d) with immediate effect if we determine, in our absolute and sole discretion, that your use of the Three Peaks Integration Partner Platform presents an unacceptable risk to Three Peaks (including, but not limited to, fraud, Chargeback or other risk, data protection risk, or we are unable to successfully verify your Three Peaks Account);
 - e) with immediate effect, and automatically if our Three Peaks Merchant Agreement (or other agreement for the provision of the Three Peaks Service) with you is terminated; and

LAW & VENUE

We're based in South Africa and, as a result, we have chosen to have this contract governed by the laws of South Africa.

You agree that any disputes will be heard in the Durban courts.

- 44) This Agreement and all disputes or claims arising out of or in connection with it (including any non-contractual disputes), and any obligation arising out of or in connection with it, shall be governed by and construed in accordance with the laws of South Africa.
- 45) The Parties agree that Durban courts shall have exclusive jurisdiction over any disputes relating or connected to it.

MAINTENANCE AND UPDATES TO YOUR PRE-BUILT INTEGRATION

We only make money when you're processing payments! Therefore, we aim to keep the service running, and to cause minimal disruption through maintenance.

We're a forward-thinking company and we're changing the way that businesses collect payments from their customers. We're constantly looking at ways to improve the service. Where we add new features to the service, you agree that you'll undertake the required development work to ensure that your Pre-built Integration can support these updates and modifications, so that Connected Merchants can make full use of the Three Peaks Service via your Pre-built Integration.

- 46) Three Peaks will use reasonable commercial endeavours to undertake maintenance of the Three Peaks Integration Partner Platform so as not to cause disruption to your use of the Three Peaks Integration Partner Platform.
- 47) Upon Three Peaks' written request, you agree to update and/or modify your Pre-built Integration within a reasonable period of time following such request, in order to provide Connected Merchants with the full functionality of the then-current state of the Three Peaks Service. Such updates and modifications may include (without limitation) updating your Pre-built Integration and any other materially new features or updates introduced by Three Peaks to the Three Peaks Integration Partner Platform and/or Three Peaks Service.

GENERAL

The legal terms, to the right, are all the terms between us and you and we agree that anything we or anyone else has said about Three Peaks, that is not in this contract, hasn't factored in to your deciding to use us, and nor do any such comments form part of this agreement.

- 48) Three Peaks may change or add to the terms of this Agreement and may change, remove, or insert conditions on the use of any feature or element of the Three Peaks Service with seven (7) days' prior notice. Such notice may be given on our website or any other website we own or maintain and through which we provide services related to this Agreement. By continuing to use the Three Peaks Integration Partner Platform, and unless you notify us otherwise before the date of any proposed change, you will be deemed to have accepted any such changes. If you do object to any change, you may terminate this Agreement immediately and without penalty before the date the relevant change is implemented.
- 49) Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, except in the case of fraudulent misrepresentation. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

CHANGE OF CIRCUMSTANCES

We need to know who we're dealing with and making payments to. Therefore, if your circumstances change – for example, ownership of controlling stake in your company changes, you need to let us know. We'll then get in touch with you to re-run some checks.

If we can't work with you because of your change in circumstances, we can terminate the agreement between us.

- 50) You will give Three Peaks at least 30 days' notice of any proposed change of business, product or service type, trade name or other significant change in business practices or solvency.
- 51) You will also inform Three Peaks immediately of any Insolvency Event.
- 52) Should you undergo a change of Control; you must immediately notify Three Peaks of that change of Control and provide the details of the new party with Control.
- 53) Following a change of Control:
 - a) Three Peaks will be required to run anti-money laundering checks on you, taking into account the new party with Control, for which you agree to provide all information reasonably requested by Three Peaks; and
 - b) should you, following the change of Control, not be able to meet Three Peaks' anti-money laundering or other legal or regulatory requirements, Three Peaks may immediately terminate this Agreement.

DEFINITIONS

What follows are the definitions used in the above terms and conditions – you can easily identify them, as they’re capitalised when used in the Agreement. Definitions in the Three Peaks Merchant Agreement that have been used in this Agreement (but have not been expressly defined below), shall apply to this Agreement as if they were set out here:

TERM	Definition
API	API means the application programming interface via which the Three Peaks Service may be integrated into your Integration Partner System.
AUTHORISED ACTIVITY	Authorised Activity means, (a) in the case of accessing Merchant Data, where a Connected Merchant expressly permits for you to undertake such activity, and (b) in the case of performing tasks and initiating activity in relation to a Connected Merchant Account and Merchant Data, including but not limited to initiating Transactions and making use of other features of the Connected Merchant Account, where the Connected Merchant itself engages, from within your Integration Partner System, in a positive action that prompts the Pre-built Integration to cause you to initiate any such tasks and activity on the Connected Merchant’s behalf.
MERCHANT	Merchant means a customer of the Integration Partner.
CONNECTED MERCHANT	Connected Merchant means a Merchant that has connected their Merchant Account to your Integration Partner System, via your Pre- built Integration, using the authentication method provided by the API.
CONNECTED MERCHANT ACCOUNT	Connected Merchant Account means a Merchant Account that has been connected by a Merchant to your Integration Partner System, via your Pre-built Integration, using the authentication method provided by the API.
MERCHANT ACCOUNT	Merchant Account means a Merchant’s Three Peaks Account.
MERCHANT DATA	Merchant Data means any of the transaction or other details belonging or related to a Connected Merchant Account, including information about the Connected Merchant Account itself.
CREDENTIALS	Credentials means any passwords, access tokens or other details used by you to access the Three Peaks Integration Partner Platform.
DATA PROTECTION LAW	Data Protection Law means the laws, regulations or adopted codes of practice applicable to the Services relating to data protection, privacy, security or electronic communications. This may include the Protection of Personal Information Act (the “POPI Act”) or an applicable local equivalent.
DEBTOR	Debtor means a customer of a Merchant.
THREE PEAKS INTEGRATION PARTNER PLATFORM	Three Peaks Integration Partner Platform means the platform offered by Three Peaks, through which you integrate your Integration Partner System with the API, to enable your Connected Merchants to create and manage payments from within your Integration Partner System.
THREE PEAKS MERCHANT	Three Peaks Merchant Agreement means the Three Peaks Merchant Agreement as may be replaced from time to time.

INSOLVENCY EVENT	Insolvency Event has the meaning given to it in the Three Peaks Merchant Agreement.
INTEGRATION PARTNER	Integration Partner means the company or other legal entity you entered on the signup page (also referred to as 'you').
INTEGRATION PARTNER AGREEMENT	Integration Partner Agreement means the legally binding agreement entered into between you, the Integration Partner and a Connected Merchant.
LEGAL PROCESS REQUEST	Legal Process Request means any demand, order, request or legal instrument from any government, law enforcement or similar agency.
INTEGRATION PARTNER INFORMATION	Integration Partner Information has the meaning given to that term in clause 15 of this Agreement.
INTEGRATION PARTNER SYSTEM	Integration Partner System means the system or service provided by you to Merchants.
INTEGRATION REVIEW	Integration Review means the process by which Three Peaks will evaluate your Pre-built Integration, having regard to: (a) the technical and non-technical documentation and information you have provided to Three Peaks and (b) any other questionnaires relating to your Pre-built Integration that Three Peaks has requested you to complete for the purposes of conducting the Integration Review. You acknowledge that Three Peaks may, at its sole discretion, require you to demonstrate your Pre-built Integration by way of a demonstration or some other means, in addition to the above, as part of the Integration Review process.
PARTY	Party means each of Three Peaks and you, the Integration Partner and
PARTIES	Parties means both of us.
PARTNER PAGE	Partner Page means the webpage located at https://threepeaks.co.za/about-us/strategic-partners/
NOMINATED ACCOUNT	Nominated Account , all payments under this Integration Partner Agreement will be made in the same manner as those to the Merchant's Nominated Account.
PRE-BUILT INTEGRATION	Pre-built Integration means the integration created by an Integration Partner, that enables Merchants to connect their Merchant Account to the Integration Partner's Integration Partner System, using the authentication method provided by the API.
TRANSACTION	Transaction means the receipt by a Merchant of a payment from a Customer, pursuant to a Debit Order Instruction.
UNAUTHORISED ACTIVITY	Unauthorised Activity means any of: your negligence, fraud, willful misconduct or statement, default, act or omission, breach of statutory duty and/or that of your employees, officers, directors, subcontractors or consultants; and <ul style="list-style-type: none"> b. any event, bug or other software or security issue arising out of your systems, code, development or security processes, resulting in any cause of action, costs, damage, loss or liability affecting Three Peaks, or any Transactions or refunds (as applicable) being initiated or duplicated in the absence of the Merchant's express permission or instruction.
VERIFICATION	Verification has the meaning given to it in the Three Peaks Merchant Agreement.