



“TAKE YOUR BUSINESS WHERE IT’S NEVER BEEN BEFORE...”

TO BE COMPLETED IN BLACK INK AND CAPITAL LETTERS, SELECTIONS TO BE MARKED CLEARLY WITH AN “X” IN THE APPROPRIATE BLOCK

PERSONAL DETAILS – Director / Member / Owner															
Last Name					First Name				Initials			Title			
ID Number					Language	A	E	Gender	M	F	Marital Status	S	M	D	W
Job Title					Email Address										
COMPANY DETAILS															
Business Name					Trading As										
Business Type	Sole Proprietary	Partnership	CC	(Pty) Ltd	Trust	NPO	Website								
Registration No.					VAT No.										
Nature of Business (Products & Services)															
Estimate Daily /Monthly Turnover (Determines Daily Transaction Ceiling):		R		Price Range Lowest - Highest (Determines Single Transaction Ceiling):				R		- R					
CONTACT DETAILS															
Tel No (W)					Fax No				Cell No						
Physical Address					Postal Address										
PACKAGE	ALL PRICES EXCLUDE VAT Mark with an X				OWN Merchant Account 1 Year Package – From 4.5% Ex Vat 3 Month Package – From 5.0% Ex Vat MERCHANT APPLICATION FEE R300 Once				WAPPOINT Merchant Account All Packages – 5% Ex Vat NO MERCHANT APPLICATION FEE						
SETUP FEE All Clients	R150 ONCE OFF														
CONTRACT	CELL / WEB	MOBILE MACHINE			NON-MOBILE MACHINE			GPRS MODEM (0% Fees)	DEBIT ORDER Collection Service						
1 Year	R180pm + R0.75 auth per tx	R375pm Rental + R125pm Connectivity Fee+ R1000 Deposit			R300pm+R30pm Connectivity Fee+R1000 Deposit			R220pm+R400 Deposit	R150 Setup R180pm R5 per DO R10 per failed DO R15 Min Batch Fee (under 5) 20% Surety Deposit						
3 Months	R220pm + R0.75 auth per tx	R425pm + R125pm Connectivity Fee+ R1000 Deposit			R330pm+R30pm Connectivity Fee+R1000 Deposit			R330pm+R400 Deposit							
Exhibition	R260 p/show + R0.75 auth per tx	R1100 p/show (Look out for Festival & 1 day specials)			R700 p/show (Look out for Festival & 1 day specials)			R440 p/show+ R400 Deposit							
1 Month	R350 pm + R0.75 auth per tx	R1500 pm			R1100 pm			R550 pm +R400 Deposit							
DELIVERY SERVICE OPTIONS – mark with an X															
WAPPOINT Courier or Staff - R150 (Includes Deliver & Collect) Date:				Overnight Post - R70 (Includes Delivery Only) Date:				Collect from Randburg Date:		Collect from Strand CT Date:					
Courier / Post Office Address:					Cell Number to Activate:										
OPTIONAL EXTRAS	Extra Cell R70	Zip Zap Machine R250	Terminal Insurance R50pm/show /R75pm 1Mth Excess R1000		Swap Out Insurance R25pm 1Yr / R50pm 3Mth		VAT:	R	Total:	R					
BANKING DETAILS – where you expect WAPPOINT to make payments into															
Account Holder				Bank				Branch Name							
Account Number				Account Type				Branch Code							
DEBIT DETAILS - where you expect WAPPOINT to take payments from (Only 3 Months & 1 Year Package)															
Account Holder				Bank				Branch Name							
Account Number				Account Type				Branch Code							
Credit Card No:				Card Type				Expiry Date		CSV					
Monthly Payment Done By:		<input checked="" type="checkbox"/> Debit Order		<input type="checkbox"/> Credit Card		VAT:		R		Total:		R			
CERTIFICATION & PAYMENT AUTHORIZATION															
I hereby certify that all the information provided herein is correct, accurate and true. I also authorize WAPPOINT to deduct any money due to them from the account indicated above for monthly subscriptions or outstanding fees.															
_____					_____				_____						
Company Name					Merchant Signature				Date						

The future of m-Commerce

TEL 086 121 0121, FAX 086 6720496

OFFICES: RANDBURG –WESTERN CAPE. Reg no. 1996/012185/07

sales@wappoint.co.za Director: A.T.Kotzé www.wappoint.co.za

WAPPOINT CONTRACT – REFERENCES AND DOCUMENTS REQUIRED

REFERENCES (Compulsory) Please write legibly and ensure that all 3 are completed.				
	Company Name / Type	Contact Person	Landline No.	Cell Phone No.
Supplier:				
A Friend or Financial Director:				
A Family member or Company Accountant:				

EXHIBITION DETAILS (If Applicable)			
Event Name:		Stand Number:	
Build up Date:		Breakdown Date:	
Contact Person:		Cell Number:	

DOCUMENTS REQUIRED (FOR FICA) – All Cell/Web/GRPS Packages and All Exhibition Packages and Debit Order Collection Service Packages – in order to obtain a Shared Merchant Account.	
· WAPPOINT Contract (4 Pages) - Please ensure all detail is completed and signed on all pages	<p>Please fax all the documents to: 086 672 0496 or scan and email to sales@wappoint.co.za</p>
· A copy of signatory Director/Member/Owner's South African ID Document (Clear Copy)	
· A copy of the Business Registration Documents (if applicable)	
· A copy of the Latest Water and Electricity account or Rental Agreement to verify Proof of Physical Address (Must correspond with address completed on WAPPOINT Contract.	
· Latest Telephone account or any other Monthly Utility Bill Statement	
· A Bank Statement or Letter from your bank to verify your account details where we will make payments to.	
· Delivery Note (Only applicable once you have received your WAPPOINT Terminal or XLink)	

DOCUMENTS REQUIRED (FOR FICA) – All 1 Year and 3 Month Machine Customers – In order to obtain your own Merchant Account	
· WAPPOINT Contract (4 Pages) - Please ensure all detail is completed and signed on all pages	<p>Please fax all the FICA documents to: 086 672 0496 or scan and email to sales@wappoint.co.za As we require the Originals of certain documents, please post originals where applicable to: Postnet Suite #26 Private Bag X4 Gordons Bay 7151</p>
· Nedbank Merchant Agreement (13 Pages) - Please ensure all detail is completed and signed on all pages – PLEASE POST ORIGINALS	
· Nedbank Merchant WAPPOINT Addendum-Merchant Agreement (5 Pages) - Please ensure all detail is completed and signed on all pages - PLEASE POST ORIGINALS	
· Nedbank Record of Visit (1 Page) – Before we can setup your merchant account, we will send someone to your physical address to conduct a site visit to verify the physical address. The representative will complete this document and attach it to your application.	
· A certified copy of each Director/Member/Owner's South African ID Document (Clear Copies) - PLEASE POST ORIGINAL CERTIFIED COPIES	
· If you do not have a South African ID Document, we will require a certified copy of your Work Permit along with a certified copy of your Passport - PLEASE POST ORIGINAL CERTIFIED COPIES	
· A certified copy of the Business Registration Documents (if applicable) - PLEASE POST ORIGINAL CERTIFIED COPIES	
· A certified copy of the Latest Water and Electricity account or Rental Agreement to verify Proof of Physical Address – PLEASE POST ORIGINAL CERTIFIED COPIES	
· Latest Telephone account or any other Monthly Utility Bill	
· Last 3 Months Bank statement verifying the account details where we will make payments to or from – must be stamped by your bank or certified by a commissioner of oaths. If 2 different account details have been given we will require both account statements. - PLEASE POST ORIGINAL CERTIFIED COPIES	
· Delivery Note (Only applicable once you have received your WAPPOINT Terminal or XLink)	

WAPPOINT (PTY) LTD BANK DETAILS:				
Standard Bank	Northgate	Acc No: 023256419	Branch: 001106	Current Account

CERTIFICATION & CREDIT CHECK AUTHORIZATION
<i>I hereby certify that all the information provided herein is correct, accurate and true. I also authorize WAPPOINT to carry out any credit / reference checks to setup my WAPPOINT account.</i>

Company Name: _____
 Initials & Surname: _____ Date: _____
 Merchant Signature: _____ Witness: _____

WAPPOINT CONTRACT – TERMS AND CONDITIONS

1.1 The MERCHANT undertakes to accept cards, i.e. any genuine, current and valid card which is acceptable to Nedcor Bank Ltd (hereinafter referred to as Nedcor), as notified to the MERCHANT from time to time and issued by a financial institution for exclusive use by any juristic or natural person to whom a card is issued and/or who is authorised to use the card, which card is required to execute the transactions contemplated herein, for payment for goods and/or services relating to the MERCHANT'S business only and undertakes to notify WAPPOINT immediately in writing in the event of any change in the nature of the business which the MERCHANT conducts.

1.2 If the nature of the business which the MERCHANT conducts changes, WAPPOINT shall, notwithstanding any clause to the contrary contained herein, be entitled, but not obliged, to either terminate this agreement immediately without giving notice or reasons therefor or continue with this agreement subject to such amendments which WAPPOINT at its sole discretion deems appropriate.

1.3 This agreement will commence on the date of signature of this agreement by the party so last signing and shall remain in force for the duration determined on page one of the WAPPOINT Contract or until terminated in terms of this agreement. The MERCHANT will, however stay responsible for any Transaction for 6 (six) months as described in clause 1.7 and 1.9, as any cardholder can query a transaction for up to 6 (six) months after processing. WAPPOINT reserves the right to withhold payment for 6 (six) months if the transaction is suspected as fraudulent or a dispute query has been reported.

1.4 In the case of the 1 Year or 3 Month Trial Packages, this agreement shall be automatically renewed on a month to month basis should the MERCHANT not give 1 (one) calendar month notice, before the initial period expires, in writing to WAPPOINT of its intention not to renew this agreement. If the agreement is cancelled before the time period of the agreement has expired, a Cancellation fee equal to 3 months Subscription will be payable by the Merchant.

1.5 The MERCHANT undertakes to display adequately point-of-sale promotional material which WAPPOINT supplies and remove same as requested by WAPPOINT.

1.6 The MERCHANT shall at all times use only the vouchers i.e. the paper record for a card transaction, and related WAPPOINT stationery that WAPPOINT approves and/or provides.

1.7 Before concluding a sale the MERCHANT shall verify that the card presented complies with the provisions of clause 1.1. The MERCHANT specifically agrees that the MERCHANT shall remain responsible and assume all risk in relation to fraudulent card transactions, notwithstanding the fact that such card may not appear on the hot-card file, i.e. electronic file of cards which have been rendered invalid due to loss or theft.

1.8 In the event of a MERCHANT committing fraud or theft WAPPOINT will institute criminal and civil proceedings against such MERCHANT

1.9 The MERCHANT shall ensure at the time of the sale that the cardholder signs the voucher, where after the MERCHANT shall compare the cardholder's signature on the voucher to the specimen signature on the card and ensure that the details of the MERCHANT and the cardholder are imprinted legibly on the voucher. The MERCHANT shall furthermore ensure that each voucher is dated with the transaction date and that sufficient details are included to identify the card transaction as stipulated in 1.10. The MERCHANT is liable for the amount of any and every voucher should the cardholder subsequently repudiate or dispute any transaction.

1.10 The MERCHANT agrees to put the following 8 (eight) pieces of Information onto the voucher: the word "WAPPOINT"; card rubbing, clearly indicating the name of the cardholder and card number and expiry date on the card; the CVV number that appears on the back of the card; cardholders cell phone number; transaction amount; date of the transaction; trace number; cardholders signature.

1.11 The transaction shall be considered invalid if the voucher is not signed by the cardholder (i.e. a juristic or natural person to whom a card is issued and/or who is authorised to use the card). The MERCHANT shall inform the cardholder that WAPPOINT shall be reflected on the cardholder's credit card statements for the specific transaction and not the MERCHANT'S details unless the MERCHANT has obtained their Corporate Merchant Account.

1.12 The MERCHANT shall retain a copy of every voucher (the MERCHANT'S vouchers) for a period of at least 3 (three) years from the card transaction date.

1.13 If WAPPOINT requires a copy of the MERCHANT'S voucher for any reason whatsoever, the MERCHANT shall furnish it within 3 (three) days, after WAPPOINT has requested the MERCHANT to do so.

1.14 The MERCHANT shall not charge for goods and/or services in excess of the MERCHANT'S cash prices, for any card transaction.

1.15 The MERCHANT shall not permit the card to be used to draw cash from the MERCHANT.

1.16 The MERCHANT shall not without the cardholder's consent sell, purchase or exchange any information relating to the card to any third party other than Nedcor or a person or institution authorized by law.

1.17 The MERCHANT shall have no claim against WAPPOINT in respect of any transaction other than via the WAPPOINT point of sale facility i.e. Web Terminal, Cell Terminal or WAPPOINT Terminal.

1.18 The MERCHANT'S floor limit is R 0 (zero rand), that means that the MERCHANT must obtain valid authorization for each and every transaction regardless of the value of the sale.

1.19 Telephonic authorization shall be obtained for a temporary ceiling limit increase. Permanent ceiling changes must be confirmed in writing by completing page one of the WAPPOINT Contract again. A ceiling limit means a value in South African Rands which may not be exceeded in the sale of any goods and/or services.

1.20 WAPPOINT is bound by authorization given by Nedcor, who reserves the right to decline any authorization, without giving any explanation or reason therefore.

1.21 Any authorization granted shall not be evidence or constitute a warranty of eventual payment by WAPPOINT, of the validity of the card, of the genuineness of the card (i.e. that the card is not a

counterfeit), or that the person presenting the card is the cardholder but is merely an indication that the relevant account has sufficient funds to meet payment as at the date of authorization and that the card has not been reported lost or stolen at the time of the card transaction.

1.22 The MERCHANT'S initial transaction fee is set out in page one of the WAPPOINT Contract and thereafter based on total turnover of valid card transactions per month. Transaction fees do not change automatically when turnover increases and the Merchant has to request a percentage change in writing or per telephone to the transactions department.

1.23 Any changes to the MERCHANT'S Package, which determines the type, ceiling, transaction fee, bank details, setup and monthly subscription agreement, must be done in writing by completing page one of the WAPPOINT Contract again and submitting it to WAPPOINT for approval.

1.24 This Contract will automatically apply to the last approved WAPPOINT Contract page one in the possession of WAPPOINT.

1.25 The MERCHANT shall not change the nominated bank account without giving written notice to WAPPOINT. Any query relating to the nominated bank account shall be communicated to WAPPOINT within 3 (three) days of the date of the relevant bank statement, failing which the MERCHANT shall have no claim against WAPPOINT in respect thereof.

1.26 WAPPOINT shall endeavour to transfer electronically the proceeds thereof into the nominated bank account within 10 (ten) days of the date of a valid card transaction or debit order. WAPPOINT may, for any reason whatsoever, set off any amounts which are due and payable to WAPPOINT against any amounts which WAPPOINT may owe to the MERCHANT, from the nominated bank account. The MERCHANT shall immediately upon demand pay WAPPOINT any net amount which remains owing and payable to WAPPOINT after set-off.

1.27 Payment to the MERCHANT will only be effected once the transaction has been authorized by Nedcor or settled via the debit order system, the transaction has been verified by WAPPOINT with the cardholder and the money has been received by WAPPOINT. The cardholder telephone number (preferably a cell number) must always be taken and both written on the voucher and be captured on the terminal when authorizing the transaction. Without this number the cardholder cannot be contacted to verify a transaction which could result in the MERCHANT not being paid out for this transaction.

1.28 By accepting electronic transfers into the nominated bank account the MERCHANT warrants that all data reflected on the voucher are true and correct, the prices of goods and/or services the MERCHANT supplied to the cardholder do not exceed the MERCHANT'S cash price, the transactions between the MERCHANT and the cardholder is lawful and no defenses, counter-claims, disputes or rights to set-off exist which would entitle the cardholder to refuse or to withhold payment of the full amount appearing on the voucher, and nothing has occurred or arisen which will or may invalidate the voucher.

1.30 The MERCHANT hereby indemnifies WAPPOINT against any liability arising from any dispute whatsoever with a cardholder or debit order client regarding goods and/or services obtained/deducted for through the use of the card or debit order.

1.31 All electronic transfers into the MERCHANT'S nominated bank account shall be deemed as payment of money to be credited to the nominated bank account only once the card /debit order transaction has been honoured. If any card /debit order transaction is dishonoured, the MERCHANT authorizes WAPPOINT to debit the nominated bank account with the amount of any such card/debit order transaction.

1.32 While acting in good faith and exercising reasonable care, WAPPOINT shall not be liable if any card /debit order transaction is dishonoured for any reason whatsoever.

1.33 In the event of a chargeback, the MERCHANT must refund WAPPOINT the full amount plus a 10% + VAT Admin Fee within 48 (forty-eight) hours regardless of whether the cardholder has returned the goods or not.

1.34 A voucher is invalid, inter alia, if: the transaction in which it is used is, or appears to be, unlawful, illegal and/or unenforceable; the voucher is incomplete in any matter; the voucher is negotiated or discounted in any manner whatsoever; the signature of the voucher is different from the signature on the card; there is no signature on a voucher; the voucher kept by the MERCHANT is not identical to the copy provided by the cardholder; the card was not current at the time of the card transaction; the card is not acceptable to Nedcor; the authorisation was not given on the same date as the card transaction; an imprint of the card is not obtained when the MERCHANT is required to do so in terms of this agreement.

1.35 The MERCHANT hereby authorizes WAPPOINT to debit the nominated bank account with the following items: the MERCHANT'S Transaction Fee, calculated at the rate stated on page one of the WAPPOINT Contract, on the total value of all valid card transactions; adjustments of any errors, whether the MERCHANT or WAPPOINT made such errors; reversals in respect of invalid vouchers; adjustments in respect of fraudulent entries/items; any dishonoured card /debit order transactions; all service and other fees and charges prevailing from time to time as determined at WAPPOINT'S sole discretion including, but not limited to, stamp duties, VAT, collection commission, transaction fees, stationary fees, introductory fees and other fiscal charges payable in respect of this agreement; the amount of any card transaction in respect of which the MERCHANT fails to furnish WAPPOINT with the requested MERCHANT'S voucher in terms of clause 1.12; in the event of the cardholder subsequently repudiating or disputing any card transaction for any reason whatsoever the full subscription payable by the MERCHANT as stated on page one of the WAPPOINT Contract to WAPPOINT (inclusive of VAT) on the first day of each month. An Interest fee of 2.5% shall accrue on all amounts outstanding calculated from due date until date of final payment, both days inclusive. A failed debit order fee will be charged on all failed debit orders.

1.36 WAPPOINT shall be entitled to take all such steps as it may deem necessary to verify the information contained in the MERCHANT'S WAPPOINT Contract (including without limitation access to any credit bureau); furnish any confidential information relating to any account operated by the MERCHANT to Nedcor or to any person or institution which is authorized by law.

1.37 Subject to the provisions of clause 1.36, if the MERCHANT breaches or otherwise is in default of any of its obligations under or in terms of this agreement (including the provisions of clause 1.1), WAPPOINT shall give the MERCHANT no notice to remedy such breach. WAPPOINT shall be entitled to terminate this agreement without further notice or, alternatively, to claim immediate performance and/or payment from the MERCHANT of all of its obligations in terms of this agreement, whether or not the same are then due for performance or payment, the foregoing being without prejudice to any rights WAPPOINT may have at law, including the rights to claim damages.

1.38 Without limiting the generality of clause 1.37 it is recorded that the MERCHANT shall deem to have committed a material breach of this agreement should the MERCHANT commit any act of insolvency or effect a compromise or composition with its creditors or should a creditor institute insolvency proceedings against the MERCHANT.

1.39 For purposes of any legal action which may arise from this agreement, the parties consent to the jurisdiction of the magistrate's court, notwithstanding the fact that such action may otherwise be beyond the jurisdiction of such court. Notwithstanding the foregoing, WAPPOINT shall have the right at its sole discretion to institute legal proceedings against the MERCHANT in any other competent court which may have jurisdiction to entertain such action. This agreement shall in all respects be governed by, and be construed in accordance with, the laws of the Republic of South Africa

1.40 A certificate of indebtedness purporting to have been signed by any manager of WAPPOINT (whose authority or capacity need not be proved) shall constitute prima facie (i.e. sufficient proof) of the particulars included therein for purposes of provisional sentence, summary judgment or for any other purpose.

1.41 Subject to the provisions of clause 1.2, this agreement may be terminated by WAPPOINT on no notice to the MERCHANT for any reason whatsoever, provided that where the provided service is used to commit fraud or where WAPPOINT suspects it is being used to commit fraud or where WAPPOINT suspects that any fraud or any male fide conduct is being perpetrated in respect of the subject matter of this agreement, WAPPOINT may terminate this agreement without giving the MERCHANT notice thereof and WAPPOINT shall furthermore be entitled to discontinue such service forthwith. The agreement continues to be of the full force and effect in respect of any outstanding obligations of the MERCHANT to

1.42 The parties hereby choose as their domicilium citandi et executandi the addresses reflected on page one of this agreement.

1.43 This agreement as amended by WAPPOINT from time to time in writing, together with page one of the WAPPOINT Contract constitutes the entire agreement between the parties in respect of the subject matter hereof and correctly reflects the intention of the parties and constitutes all arrangements entered into between them.

1.44 No failure, delay, relaxation or indulgence on the part of WAPPOINT in exercising any power or right conferred upon it in terms of this agreement shall operate as a waiver of such power or right, nor shall these be deemed as a novation of any of the terms and conditions of this agreement.

1.45 Save as expressly otherwise herein provided, this agreement or any part thereof, or any share or interest therein or any rights or obligations hereunder may not be ceded, assigned or otherwise transferred without the prior written consent of the other party.

1.46 The MERCHANT hereby acknowledges that, save as recorded in this agreement, WAPPOINT has given no warranty express or implied, concerning its obligations arising out of this agreement or in respect of any provisions contained in this agreement.

1.47 The MERCHANT agrees that he/she will ensure and takes full responsibility that any person using any of the WAPPOINT credit card terminals is fully trained on the usage of the terminal, the information required by WAPPOINT as well as the information that should be communicated to the cardholder.

1.48 If equipment has been rented from WAPPOINT, the Merchant is held liable for the equipment and insurance thereof. In failing to send us the signed Liability Form within 7 days, we will automatically assume that the responsibility has been taken and that the Merchant is aware of the insurance clause.

1.49 WAPPOINT shall not be held responsible for any loss of sales if the Authorisation Bank is offline or a Cell Phone Network failure occurs. In the event of such a case, WAPPOINT will assist with the processing of transactions via a manual system on their support desk number (086 121 0 121) and the Merchant is required to complete Manual Vouchers for each transaction as per point 1.10 in this agreement.

1.50 As WAPPOINT is required to keep their customer files FICA approved at all times, WAPPOINT may request the Merchant to update their FICA documents from time to time. WAPPOINT reserves the right to withhold payment on transactions until such time as the FICA requirements have been met.

1.51 On the return of a Terminal or XLink, the deposit (if any) will be refunded within 2 weeks or 10 business days. If there is damage to the terminal or items missing, the balance due will be subtracted from the deposit and the difference paid out.

1.52 Debit Order Collections – The Merchant shall ensure that all the debtors have signed a debit order mandate, authorising the Merchant to debit their account. The MERCHANT will also ensure that all data submitted to WAPPOINT is accurate. WAPPOINT will not accept any liability on incorrect debit orders submitted.

Company Name: _____

Initials & Surname: _____

Merchant Signature: _____

Date: _____

Witness: _____

WAPPOINT CONTRACT – SUMMARY OF TERMS AND CONDITIONS

TRANSACTION INFORMATION	
WAPPoint (Pty) Ltd will show on your customers' bank statement. Please make them aware of it so that they do not query the transaction at the bank later. You should also write WAPPoint on your voucher. (Not applicable if you have your own merchant account.	<input checked="" type="checkbox"/>
A Bank Voucher must be signed by the card holder for every transaction.	<input checked="" type="checkbox"/>
Please take an imprint of the card if a manual transaction is done. Only a Nedbank Slip or Internet Voucher supplied by WAPPoint can be used to do this.	<input checked="" type="checkbox"/>
You need to Record Card Holder Telephone Numbers for every Transaction. Preferably a Cell Number.	<input checked="" type="checkbox"/>
Do you know about our 24/7 support desk number? 086 121 0 121.	<input checked="" type="checkbox"/>
For any query or authorisation phone WAPPoint and not the bank or other helpdesk Numbers.	<input checked="" type="checkbox"/>
Whether you are connecting for the first time or making use of the service again, it is essential that you fax / email your first two slips or vouchers to us. These enable us to verify that we have allocated the correct terminal to your account & to verify the amounts are correct. Without this, we may hold back the payments until we have received it or until we can verify the transaction with the cardholder. Verification sometimes includes contacting a cardholder and if they are unreachable, we may hold back payments as well. Always make sure you have a contactable number for the cardholder to avoid such situations.	<input checked="" type="checkbox"/>
WAPPoint can at any time request Vouchers, Batch Slips, Documents or Cardholder Phone Numbers by SMS. These are computer generated SMS's and you cannot reply to them via SMS.	<input checked="" type="checkbox"/>
Please note that the Bank requires us to keep our customers' files FICA approved at all times. This means that we may need to contact you to send us outstanding documents. Without these documents we cannot pay out your transactions.	<input checked="" type="checkbox"/>
A cardholder can dispute a transaction up to 6 months after processing. You need to ensure that your paperwork is perfectly in order for us to protect you. If the dispute results in money being paid back to the card holder, you are required to pay the full transaction plus an Admin Fee of 10% + VAT back to WAPPoint within 24 Hours	<input checked="" type="checkbox"/>
Please keep your slips for 3 years. (Visa & Master Card Regulations).	<input checked="" type="checkbox"/>
ACCOUNT INFORMATION	
Your first payment or Exhibition payment is to be made before you can begin transacting.	<input checked="" type="checkbox"/>
Payment will only be made on the 4th business day after the transaction and only if we have all your documents and first few slips. Payments may also be held back until we have received your WAPPoint or XLink Terminal if the terminal is due to be returned.	<input checked="" type="checkbox"/>
Our transaction fees are indicated on the first page of our contract. You start on these rates. In order to lower the rates, you need to reach the turnovers specified on our price list. Please contact us to lower your rate before we make payments to you as our systems cannot change it automatically and we do not refund or credit the amounts once you have been paid out on a certain rate. Also note that VAT is charged on transaction fees.	<input checked="" type="checkbox"/>
You are liable for insurance and/or courier fees if you have rented a WAPPoint Terminal or XLink GPRS Terminal. You can apply for insurance through WAPPoint but must specify this to us. Also note that Deposits on Terminals / XLinks will only be paid out 10 business days or 2 weeks after the Terminal / XLink has been returned to us.	<input checked="" type="checkbox"/>
WAPPOINT shall not be held responsible for any loss of sales if the Authorisation Bank is offline or a Cell Phone Network failure occurs. In the event of such a case, WAPPOINT will assist with the processing of transactions via a manual system on their support desk number (086 121 0 121) and the Merchant is required to complete Manual Vouchers for each transaction as per point 1.10 in this agreement.	<input checked="" type="checkbox"/>
If you choose the 3 month Trial or 1 Year contract, the contract will continue automatically until we receive your cancellation in writing, a Cancellation Notice Period of 1 month applies.	<input checked="" type="checkbox"/>
Do you know about our rewards programme? If you refer 1 year or 3 month customers to us, we will reward you with R10 off your monthly subscription and 0.5% off your transaction fees when they sign up. Terms and Conditions apply. If your refer Exhibition clients, we will reward you with a Credit on your account.	<input checked="" type="checkbox"/>

Company Name: _____
 Initials & Surname: _____ Date: _____
 Merchant Signature: _____ Witness: _____

WAPPOINT INSURANCE AGREEMENT – MACHINE / XLINK CLIENTS ONLY

WAPPOINT (PTY) Ltd EQUIPMENT INSURANCE AGREEMENT		EFFECTIVE DATE:	
POLICY NUMBER: [Ckey]			
Address where device will be held:			
SUMMARY OF YOUR COVER			
Description Nedbank EFTSmart / Nedbank 930G / Spectra Device (Serial Numbers recorded on Delivery Notes) OR XLink GPRS Device (Serial numbers on Delivery Notes)	Insured Value Retail Price (+ - R6000+VAT) Retail Price (+ -R2500+VAT)	Basic Excess R1000 + VAT R500 + VAT	Monthly /Expo Premium Premium - R50.00+VAT 1 Month Expo Premium Premium - R75.00+VAT

Information that needs to be correct

In order to ensure that we have your correct details, and to help speed up the settlement of any claim, it is very important that you advise us if any of your information recorded is incorrect, as well as of any changes in the future: Address, Account Holder and Company Information or Banking Details. To make changes to your details, send us an Email to accounts@wappoint.co.za or Fax to 086 6720496.

Premium Obligations

Your premiums are payable in advance for the month or exhibition period ahead. In the case of monthly customers, payment is due by the 7th of each month. If you have chosen a debit order payment method, the premiums will be deducted with your WAPPOINT Subscriptions in the beginning of each month. If the premium for your policy is not received timeously, you will not have cover for the period for which you did not pay.

Your Excess: Your Excess schedule is reflected in this document and is payable immediately when you enter a claim.

Circumstances in which benefits will not be provided

- a) Incorrect information or non disclosure or misrepresentation of information may influence an insurer on any claims arising from your contract of insurance and may influence the insurer’s decision to accept or terminate your policy.
- b) It is very important that you tell us as soon as possible if any of the details on your schedule change. Failure to do so could result in your claim being declined.
- c) Outstanding Premiums or overdue premiums will result in your claim not being paid out.
- d) Damage to the property is not covered in this premium. Only theft or loss of the property will be covered.

Specific exceptions

The company shall not be liable for: Loss of the property resulting from or caused by

- (a) theft from any unattended vehicle in the custody or control of the insured or any principal, partner, director or employee of the insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit;
- (b) detention, confiscation or requisition by customs or other officials or authorities;
- (c) loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.

Specific Conditions

If the total value of property insured which is not separately and individually specified is, at the time of the happening of any loss of such property, of greater value than the sum insured thereon, the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss. Each item of the schedule covering such property shall be separately subject to this condition. The basis upon which the amount payable is to be calculated shall be the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new provided that if, at the time of replacement, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, exceeds the sum insured thereon at the commencement of the loss, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Company Name: _____

Initials & Surname: _____ Date: _____

Merchant Signature: _____ Witness: _____