

# Yoco API/SDK Terms of Use

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**Registered Name:** Yoco Technologies (Pty) Ltd  
**Registered Number:** 2013/203377/07

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Thank you for your interest in integrating with Yoco. These Yoco API/SDK licence terms and conditions (the "**Licence Terms**") govern our licence to you of the Yoco API/SDK, access to which is made available by Yoco in accordance with the terms of these Licence Terms.

The Licence Terms constitute a binding agreement between you ("**You**") and Yoco Technologies Proprietary Limited ("**Yoco**"). If You are using the Yoco services ("**Services**") on behalf of another person, You represent and warrant that You have authority to bind that person to these Licence Terms, and in such event all references to 'You' in these Licence Terms includes a reference to that person.

By integrating with the API's/SDK's provided to You by Yoco, You: (i) acknowledge that You have read and understand these Licence Terms, (ii) accept these Licence Terms and agree that You are bound by them; and (iii) represent and warrant that you have the right, power and authority to enter into these Licence Terms.

## 1. Access and registration

In order to access and use the API/SDK, You are required to create an account with Yoco and provide us with certain personal information (including identification and contact details) as part of the registration process for the Services, or as part of Your continued access to or use of the Services. Yoco will use any registration information provided by You for the sole purpose of providing the Services. Any personal information You provide to us will be processed in accordance with our [privacy policy](#).

## 2. Nature of the licence

- 2.1 Subject to Your compliance with all terms in these Licence Terms, Yoco grants You a limited, revocable, non-exclusive, non-transferrable, non-sublicensable license to use the Yoco API/SDK and any information provided or made available by Yoco from time to time concerning the use of, or for use in connection with, the Services.
- 2.2 This licence is granted to You for an indefinite period subject to Yoco's ability, at any time, to suspend or terminate Your use of the API/SDK at its sole discretion. You may terminate these Licence Terms by ceasing Your access and use of the API/SDK.
- 2.3 This licence may only be used for the purposes of integrating with the Yoco payment platform, to allow Your service offering to process credit and debit card transactions using Yoco Services.
- 2.4 The end user will still be required to conclude a merchant agreement with Yoco in order to accept card payments with Yoco.

## 3. Ownership and use

- 3.1 All right, title and interest, including intellectual property rights, in and to the API/SDK and any and all information or materials made available by Yoco in relation to the API/SDK (as applicable), vests exclusively in Yoco and is proprietary to Yoco and You shall not at any time, under any circumstances, acquire any right, title, or interest in or to the API/SDK.

- 3.2 You shall not:
- 3.2.1 copy, modify, create derivative works from, distribute or sublicense the API/SDK without Yoco's express prior written approval;
  - 3.2.2 use the API/SDK in any way that allows third parties (excepting legitimate contracted end-users) to use or benefit from the API/SDK;
  - 3.2.3 reverse engineer, decompile, disassemble, decode, adapt or otherwise attempt to derive or gain access to any of the source code or other component parts of the API/SDK;
  - 3.2.4 use the API/SDK in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person.
- 3.3 You will not use the API/SDK:
- 3.3.1 with, or to, develop or distribute any application or program containing viruses or code that is intended to damage, disrupt or detrimentally interfere with or surreptitiously intercept or expropriate any system, data or information, or access in an unauthorized manner the servers, networks, or other properties or services of any third party;
  - 3.3.2 in a manner that violates any law or regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software); or
  - 3.3.3 in a manner that interferes with the operation of any Yoco product / Services.
- 3.4 You shall take all reasonable precautions to safeguard the Yoco API/SDK from unauthorised disclosure, reproduction or use at any time by any other person.
- 3.5 The API/SDK is a protectable interest of Yoco. Accordingly, You unconditionally and irrevocably agree that:
- 3.5.1 at no time may the API/SDK, or any portion thereof, or any rights under this license, be assigned, sub-licensed or otherwise transferred or made available to third parties for any purpose other than contemplated by these terms and conditions;
  - 3.5.2 You shall not at any time purport to create a claim, lien or encumbrance on the API/SDK; and
  - 3.5.3 any act in contravention of clauses 3.5.1 and 3.5.2. shall be void and of no effect.

## 4. Data Protection

- 4.1 You will comply with all applicable data protection and security laws in processing any personal information that You provide to or receive from us in the context of the Services. You agree that You are solely responsible for posting and adhering to any privacy notices and policies, and obtaining any consents from end users, as required

under applicable data protection and security laws for Your provision or use of any personal information relating to them in the context of the Services.

## 5. Limitation of liability

Yoco will not, under any circumstances, be liable to You or any end-user for any costs, claims, damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind), penalties, actions, judgements, suits, expenses, disbursements, fines or other amounts which You or Your end-user may sustain or suffer (or with which You may be threatened) as the result of, whether directly or indirectly, Your or any other party's use of the API/SDK, whether related to business interruption, work stoppage, lost profits, loss of data, computer malfunction or failure or otherwise.

## 6. Modifications

You acknowledge and agree that we have the right, in our sole discretion, to modify these Licence Terms from time to time. You will be notified of modifications via email. You are responsible for reviewing and becoming familiar with any modifications to these Licence Terms. Changes will not apply retroactively and will become effective after they are posted, but changes required by applicable law may, if required thereunder, be effective immediately. If You do not agree to the change, You must discontinue Your use of the API/SDK. Your continued use of the API/SDK after the date that a change becomes effective constitutes Your acceptance of the change.

## 7. Consumer Laws

If these Licence Terms are regulated by or subject to the Consumer Protection Act 2008, the Electronic Communications and Transactions Act 2002 and/or any other laws which cannot lawfully be limited or excluded (collectively the "**Consumer Laws**"), it is not intended that any provision of these Licence Terms contravenes or purports to contravene any provision of the Consumer Laws. Therefore, notwithstanding anything to the contrary, all provisions of these Licence Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Laws are complied with.

## 8. Miscellaneous

### 8.1 Governing law

These Licence Terms including any non-contractual disputes arising out of or in relation to them, will be governed by South African law. You submit to the exclusive jurisdiction of the High Court of South Africa (Western Cape Division).

### 8.2 Entire agreement

These Licence Terms constitute the entire agreement and understanding between You and Yoco with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

## 8.3 Severability

If any provision of these Licence Terms is or becomes invalid or unenforceable in whole or in part, the validity and enforceability of the remaining provisions of the Licence Terms will not be impacted.

## 8.4 No waiver

A failure to exercise, or a delay in exercising, a right or remedy provided by these Licence Terms or under applicable law does not constitute a waiver of such right or remedy or a waiver of any other rights or remedies. No single or partial exercise of a right or remedy provided by these Licence Terms or under applicable law will prevent the further exercise of such right or remedy or the exercise of any other right or remedy.

## 8.5 Assignment

These Licence Terms are personal to You and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign these Licence Terms in whole or in part, and to subcontract the performance of any of our obligations hereunder.