

## OVERVIEW

This document lists the Internet Merchant Requirements concerning online Card payments. Please note that these are not DPO PayGate requirements, but a mandated ecommerce industry standard. They are for your protection as a Merchant and implemented to maintain the integrity of the online payment sector. These are website requirements and form part of the Due Diligence assessment undertaken when applying for your Internet Merchant facility with your bank.

## WEBSITE COMPLIANCE CHECK LIST - LOGOS

The following logos must be displayed on your website Home Page and Checkout Page.



**VISA**



 **PAYGATE**  
A DPO Company



**Verified by  
VISA**



**MasterCard.  
SecureCode.**

## WEBSITE COMPLIANCE CHECKLIST - TERMS AND CONDITIONS

- A link to your Terms and Conditions must be displayed on your Home Page and Checkout Page.
- We have provided you with an example of the minimum Terms and Conditions required (Annexure A).
- You can copy these Terms and Conditions and modify to suit your business requirements, but please ensure that the minimum required Terms and Conditions are still displayed.
- Please note that where it refers to "Your Company" this must be replaced with the registered name of your company.

## RESOURCES - PAYGATE RESOURCE CENTRE

All required logos are available for download within the DPO PayGate Resource Centre.  
The Resource Centre can be accessed at [www.paygate.co.za/resources](http://www.paygate.co.za/resources).

## MINIMUM TERMS AND CONDITIONS

**1. Detailed description of goods and/or services**

(Your Company) is a business in the \_\_\_\_\_ industry that \_\_\_\_\_.

**2. Delivery policy**

Subject to availability and receipt of payment, requests will be processed within \_\_\_\_ days and delivery confirmed by way \_\_\_\_\_.  
(for e.g. booking number / booking voucher etc. and must mention the use of courier and/or postal services and associated costs, if applicable.)

**3. Export restriction** (Optional)

The offering on this website is available to South African clients only.

**4. Return and Refunds policy**

The provision of goods and services by (Your Company) is subject to availability. In cases of unavailability, (Your Company) will refund the client in full within 30 days. Cancellation of orders by the client will attract a \_\_\_\_ % administration fee.  
(If appropriate – provide details of your policy regarding damaged goods. Also mention guarantees, warranties, etc.)

**5. Customer Privacy policy**

(Your Company) shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:  
<http://www.lawsouthafrica.up.ac.za/index.php/current-legislation>

**6. Payment options accepted**

Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the (Your Company) bank account, the details of which will be provided on request.

**7. Card acquiring and security**

Card transactions will be acquired for (Your Company) via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

**8. Customer details separate from card details**

Customer details will be stored by (Your Company) separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO PayGate refer to [www.paygate.co.za](http://www.paygate.co.za).

**9. Merchant Outlet country and transaction currency**

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

**10. Responsibility**

(Your Company) takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

**11. Country of domicile**

This website is governed by the laws of South Africa and (Your Company) chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature (**Company Address**).

**12. Variation**

(Your Company) may, in its sole discretion, change this agreement or any part thereof at any time without notice.

**13. Company information**

This website is run by \_\_\_\_\_ (sole trader / private company / close corporation) based in South Africa trading as \_\_\_\_\_ and with registration number \_\_\_\_\_ and \_\_\_\_\_  
(Director(s)/Member(s)/Owner(s)).

**14. (Your Company) contact details**

Company Physical Address: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_