

**Schedule 8 – Virtual Terminal Services Terms and Conditions**

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This **Error! Reference source not found.** applies ONLY if the Merchant uses a Virtual Terminal, in addition to all other terms of the Agreement.

1. SERVICE SPECIFICATION

1.1. The following are not within the scope of the VT Services:

- 1.1.1. the provision of hardware or software;
- 1.1.2. the connection and data transfer between the Merchant and the Cardholder;
- 1.1.3. data transmission via third-party telecommunications networks or the flow of internet data traffic (DNAP acts only as a conduit for the transmission of data and has no influence over this and accepts no responsibility for availability or reliability in this regard).

2. MERCHANT'S OBLIGATIONS

2.1. The Merchant must:

- 2.1.1. provide DNAP with all the relevant information that is necessary for the performance of the VT Services; and
- 2.1.2. have internet-compatible hardware and software, an internet connection and an interface that enables the Merchant to use the VT Services.

3. OWNERSHIP AND ACCEPTABLE USE OF A VIRTUAL TERMINAL

3.1. The Merchant acknowledges that all title, right and interest in any technology that is provided with the VT Services, and any of our trademarks or service marks are vested in DNAP or in DNAP's licensors. The Merchant shall have no right, title or interest in any of the above, except for any right specifically granted to the Merchant in the Agreement.

3.2. The Merchant shall not reproduce, duplicate, copy, sell, resell, or exploit any portion of the VT Services without DNAP's prior written consent. The Merchant will not use the VT Services in a manner prohibited by any Applicable Laws, and the Merchant will abide by all applicable Conditions.

3.3. Without limiting clause 3.2, the Merchant shall not:

- 3.3.1. use the VT Services, or allow the VT Services to be used, for any abusive purpose or in any way that damages DNAP's Systems or interferes with or disrupts DNAP's other users;
- 3.3.2. attempt to circumvent user authentication or security of any host, System, or account (also known as cracking or hacking), including:
 - 3.3.2.1. accessing data not intended for the Merchant;
 - 3.3.2.2. logging into a server or account that the Merchant are not expressly authorised to access; and
 - 3.3.2.3. probing the security of other networks;
- 3.3.3. attempt to interfere with service to any user, host, or computer system (denial of service attacks), including:
 - 3.3.3.1. flooding of networks;
 - 3.3.3.2. deliberate attempts to overload a service; and
 - 3.3.3.3. attempts to crash a host;
- 3.3.4. use any kind of program/script/command, or send messages of any kind, that are designed to improperly interfere with a user's session, by any means, locally or via the internet;
- 3.3.5. use the VT Services or take any action that will result in:
 - 3.3.5.1. excessive consumption or utilisation of DNAP's systems or resources;
 - 3.3.5.2. weakening of DNAP's performance; or
 - 3.3.5.3. reduced performance of the VT Services for other customers, all as determined in DNAP's sole discretion;
- 3.3.6. give, sub-licence or sell, or grant any form of security, lien or other encumbrance over all or any part of, the VT or the Data. The Merchant shall prevent any third party, other than DNAP's agents, from using the VT (except as otherwise expressly agreed by DNAP in writing).



- 3.4. In the event that DNAP detects excessive or abusive use of the VT Services, DNAP may:
- 3.4.1. restrict Merchant's access to the VT Services;
 - 3.4.2. increase the VT Fees, including upgrading the Merchant to a higher class of VT Services, and/or
 - 3.4.3. terminate or suspend the VT Services.
- 3.5. In addition to its other rights and remedies, DNAP shall be entitled, at any time and without prior notice, to restrict any use of the VT Services that DNAP believes violates the Agreement or any Applicable Laws.
- 3.6. The Merchant will cooperate with DNAP in any fraud investigation and use any fraud prevention measures DNAP identifies. Merchant's failure to cooperate may result in the suspension or termination of the VT Services.
- 3.7. The Merchant must operate and maintain the VT in accordance with the terms of the Agreement, the Virtual Terminal User Guide and any other requirements DNAP notifies to the Merchant from time to time.
- 3.8. Cards accepted by the Merchant under any agreement other than the Agreement may be used with DNAP's VT only with DNAP's prior written consent. The Merchant acknowledges that DNAP has no responsibility to reimburse the Merchant for the cost of goods, services, accommodation or other facilities supplied against presentation of such Cards.
- 3.9. DNAP may at any time inspect, test, remove, replace, alter, amend or update the VT (other than Transaction Data stored within the VT), and inspect any Electronic Link and make copies of any VT Transaction Data, wherever stored.

4. NO WARRANTY

- 4.1. The VT Services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, save for those statutory and implied warranties that cannot be excluded by Applicable Laws.
- 4.2. Any statements made in any packaging, manuals or other documents, or by any of DNAP's employees or representatives, are provided for information purposes only and not as warranties by DNAP.
- 4.3. VT Services are only available within the coverage area of DNAP's System, which is subject to change. The Merchant acknowledges that service may be temporarily unavailable for scheduled or unscheduled maintenance, equipment modifications or upgrades, and for other reasons (whether or not within DNAP's control).
- 4.4. Although security measures are employed by DNAP in respect of the provision of the VT Services, DNAP cannot guarantee the security of data transmission or storage, or that viruses, worms, trojan horses, or other code that manifests contaminating or destructive properties will be detected or remediated by the VT Services.
- 4.5. In addition to any other provision of the Agreement, this clause 4 shall survive termination of the Agreement.

5. ACCEPTABLE USE POLICY

- 5.1. **Prohibited Activities.** For the benefit of all merchants, as a condition of the VT Services, DNAP prohibits the following:
- 5.1.1. **Intellectual Property Infringement.** The Merchant shall not use the VT Services to store, transmit or receive any material that infringes any IPR of any Person.
 - 5.1.2. **Objectionable Material.** The Merchant shall not use the VT Services to store, post, transmit, or disseminate material or information that is unlawful, harmful, threatening, abusive, harassing, libellous, defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offence, gives rise to a civil liability, or otherwise violates any Applicable Laws.
 - 5.1.3. **Fraudulent Activity.** The Merchant shall not use the VT Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as pyramid schemes, Ponzi schemes, or chain letters. The Merchant shall not use techniques to hide or obscure the source of any e-mail or other communication.
 - 5.1.4. **Impersonation.** The Merchant shall not use the VT Services to impersonate any Person, falsely state or misrepresent Merchant's affiliation with any Person, or create a false identity for the purpose of misleading others. Without limiting the foregoing, the Merchant shall not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing.
 - 5.1.5. **Software Viruses.** The Merchant shall not use the VT Services to upload files or transmit any material that contains viruses, worms, trojan horses, time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties.
 - 5.1.6. **Collecting Information.** The Merchant shall not use the VT Services to store or collect, or attempt to store or collect, personal information about third parties without their prior knowledge and consent.
 - 5.1.7. **Use of Merchant's Account by Others.** The Merchant shall not, through action or inaction, allow others to use the VT Services for illegal or improper activities or for any purpose or in any manner prohibited by this clause 5. The Merchant shall not



permit the Merchant Systems, through action or inaction, to be configured in such a way that gives a third party the capability to use the VT Services in an illegal or improper manner or for any purpose or in any manner prohibited by this clause 5.

- 5.1.8. **Reselling.** The Merchant shall not directly or indirectly reproduce duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the VT Services without DNAP's prior written consent.
- 5.2. **Security Precautions.** The Merchant is solely responsible for implementing sufficient procedures and checkpoints to satisfy Merchant's particular requirements for accuracy of data input and output, and for maintaining a means external to the VT Services for the reconstruction of any lost data.
- 5.3. **Monitoring the Service.** DNAP has the right to monitor or restrict any use of the VT Services that DNAP believes violates this this clause 5, any part of the Agreement or Applicable Laws. The Merchant is solely responsible for all content that the Merchant transmits or receives utilising the VT Services, and is responsible for abuse of Merchant's account by others. To protect DNAP's customers and DNAP's System, DNAP may block and allow traffic types as DNAP sees fit, at any time, without any liability to the Merchant.