



TERMS AND CONDITIONS
FOR
PAYMENTS ASSOCIATION OF SOUTH AFRICA (PASA)

PAYMENTS ASSOCIATION OF SOUTH AFRICA

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The Payments Association of South Africa ("PASA") offers learning programmes responding to the demands in the payment industry, which includes programmes in Certificate in Foundational Payments, Advanced Certificate in Electronic Payments and Advanced Certificate in High Value Payments, (collectively referred to as the "PASA Programme").

The Terms and Conditions set out in this document form a legally binding agreement between you and PASA in relation to registering for any PASA Programme.

It is important that you take the time to read these Terms and Conditions before you register for the PASA Programme, as these will apply to your participation in a PASA Programme. These Terms and should be read alongside, the PASA Academy Rulebook, our policies, including our Privacy policies (the "Policies").

If you do not wish to be bound by these Terms and Conditions, you should not continue to use or access PASA's Programme.

1. ABOUT US

- 1.1. In these Terms and Conditions, references to "we" or "us" are the Payments Association of South Africa, the duly recognised payment systems management body in terms of section 3 of the National Payment System Act 78 of 1998 (as amended).
- 1.2. In these Terms and Conditions, references to "you" or "your" are references to you as a student enrolled in one of the PASA Programmes.
- 1.3. If you have any questions about these Terms and Conditions, please email us on academy@pasa.org.za.

2. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 2.1. In order to use and access the PASA Programme, you confirm that you have read, agree and are in compliance with these Terms and Conditions and the Policies (each as amended from time to time).
- 2.2. You represent and warrant that you are of legal age to form a binding contract, and that all registration information you submit is truthful and correct.
- 2.3. In the event of any inconsistency or conflict between the Terms and Conditions, and or any other matters which are agreed to in writing by you and PASA, these Terms and Conditions will have priority.



- 2.4. PASA reserves the right to: (a) refuse an application to register for a PASA Programme to anyone at any time without notice and for any reason; and (b) change its eligibility criteria at any time without notice and for any reason.
- 2.5. You may not use or access a PASA Programme without having accepted these Terms and Conditions.



3. CONDUCT

The PASA Programme is offered subject to your acceptance of the Terms and Conditions, and you must comply with all the Terms and Conditions, Policies and procedures that may be published from time to time by PASA, each which may be updated by PASA from time to time without notice to you.

4. CHANGES TO THE TERMS AND CONDITIONS

- 4.1. PASA reserves the right to alter or replace the Terms and Conditions, or to change, suspend or discontinue the PASA Programme at any time, by posting on the website.
- 4.2. You agree that PASA may limit the PASA Programme or restrict your access to parts or all of the PASA Programme without notice or liability.
- 4.3. It is your responsibility to check the Terms and Conditions periodically for changes, as they are binding on you.
- 4.4. You agree that in continuing to take part in any PASA Programme and use and access any learning platform, following the posting of any changes to the Terms and Conditions such continued use constitutes acceptance of those changes.

5. REGISTRATION

- 5.1. To apply for any PASA Programme, you must register on the booking portal via the PASA website. You must provide your full names, email address and any other information that will help with the registration of an account.
- 5.2. Once you have been accepted onto a programme you will be registered on a Learning Management System (LMS).
- 5.3. You undertake to us that all information provided by you in relation to your account on the LMS is accurate, current and complete at all times and that you will maintain to keep it accurate.
- 5.4. It is your responsibility to keep the details on the LMS safe.
- 5.5. By registering on our LMS, you agree (in addition to the Terms and Conditions above) that you will:
 - 5.4.1. continue to be, registered only once and will not set up multiple accounts;
 - 5.4.2. not let anyone else use your account; and



- 5.4.3. notify the administrators of the PASA Programme, immediately if you become aware of any unauthorized use of your password or of your account or breaching of these Terms and Conditions.

6. PAYMENT

- 6.1. The PASA Programme fee is payable at least 14 days before the start of any PASA Programme.
- 6.2. We accept payment by way of electronic funds transfer into our designated bank account.
- 6.3. You are required to send your proof of payment with your reference number to academy@pasa.org.za. The proof of payment must be in a PDF format and no screen shots will not be accepted.

7. INTELLECTUAL PROPERTY

- 7.1. You agree to the following Terms and Conditions in relation to intellectual property:
 - 7.1.1. to use PASA's intellectual property only for lawful purposes and must respect and use the databases, learning platforms and sites including third party products and services in a responsible and lawful manner;
 - 7.1.2. not to do anything with the intention or effect of damaging of PASA either reputationally or financially;
 - 7.1.3. not to distribute any part of the PASA Programme in any medium without our prior written consent, unless such distribution is offered through the functionality of the website and permitted by these Terms and Conditions;
 - 7.1.4. not to alter or modify or copy any part of PASA's intellectual property;
 - 7.1.5. not to (and will not attempt to) circumvent, disable or otherwise interfere with any security related features of the website/ programme platforms or any features that: (i) prevent or restrict use or copying of content; or (ii) enforce any limitations on you, the use of the website or access to the PASA Programme;
 - 7.1.6. to knowingly transmit any data or content that constitutes spam, junk mail or advertising which has not been authorised in writing by PASA; results in software viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful interfering with, damaging or destroying the proper function of the Services; or impersonates any person or entity, including any employee or representative of PASA; and



- 7.1.7. not to use or access the PASA Programme or PASA Programme materials for any commercial uses or for the benefit of any third party.

8. BREACH

Should you commit a breach of any provision of these Terms and Conditions and fail to remedy such breach, or if the breach is not capable of remedy, failing to implement such other action acceptable to PASA, within 14 (fourteen) days of receiving a written notice, PASA reserves the right to terminate or restrict access to any part of the PASA Programme at any time with or without notice.

9. LIABILITY AND INDEMNIFICATION

- 9.1. PASA will not be liable for any loss (whether special, indirect or consequential) or expense or damages or other monetary relief brought of whatsoever nature and howsoever arising where PASA failure, delay or inability to perform any PASA Programme or resulting from the following events:
 - 9.1.1. unlawful access or use of any PASA Programme;
 - 9.1.2. breach of any of these Terms and Conditions; and
 - 9.1.3. any negligent act or omission by you arising out of the Terms and Conditions, deliberate default on your part.
- 9.2. You indemnify PASA against and all actions, claims, expenses, loss, damages or other monetary relief brought, made or awarded against or incurred as mentioned in clause 9.1.
- 9.3. This paragraph 9 survives the expiry of these Terms and Conditions.

10. CANCELLATION

- 10.1. PASA reserves the right to cancel the PASA Programme for any reason (including, without limitation, by reason of a Force Majeure Event). PASA will notify you of the cancellation as soon as possible. The Parties agree that:
 - 10.1.1. PASA will not be in breach of these Terms and Conditions by virtue of the cancellation or abandonment; and
 - 10.1.2. on PASA notifying you of such cancellation, these Terms and Conditions will automatically terminate, save that you shall have the right to negotiate a refund of the fees.



11. FORCE MAJEURE

- 11.1. If PASA is prevented or restricted directly or indirectly from carrying out all or any of its obligations under these Terms and Conditions by any cause beyond the reasonable control of PASA, including, without limitations, acts of God, civil commotion, riots, insurrection, acts of government, fire, explosion, the elements, epidemics, governmental embargoes or like causes ("force majeure"), PASA will, to the extent so prevented, be relieved of its obligations hereunder during the period of such events and will not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage either general, special or consequential which you may suffer due to or resulting from such delay or failure; provided always that written notice of the occurrence constituting force majeure will be given within 24 (twenty four) hours by PASA to you.
- 11.2. You agree that, should the force majeure last more than 6 (six) weeks, you will excuse any non-performance of PASA's obligations and may terminate these Terms and Conditions by giving 10 (ten) days' written notice.

12. DISPUTE RESOLUTION

- 12.1. In the event of any dispute between the Parties in connection with these Terms and Conditions, both Parties will attempt to resolve the dispute by entering into good faith discussions. The Party wishing to initiate discussions, will provide written notice to the other Party, which notice shall stipulate those persons of requisite authority shall meet within thirty (30) days in order to discuss the dispute.
- 12.2. If the dispute is not resolved within sixty (60) days of the initiation of discussions, it will be open to either party to seek legal redress.
- 12.3. Each Party agrees not to commence court proceedings (except proceedings seeking interlocutory relief), in relation to any dispute relating to these Terms and Conditions unless the procedure set out in this clause has been adhered to.

13. GOVERNING LAW

These Terms and Conditions will be governed by the laws of the Republic of South Africa and the courts of the Republic of South Africa shall have jurisdiction to resolve any disputes arising under this Agreement which have not been resolved in accordance with clause 12 hereof.