



## InterCity Payment Terms

Please read these Payments Terms of Service (“Payments Terms”) carefully as they contain important information about your legal rights, remedies, and obligations. By using the Payment Services (as defined below), you agree to comply with and be bound by these Payments Terms.

Please note: Section 22 of these Payments Terms contains an arbitration clause and class action waiver that applies to all InterCity Members. If your country of residence is Namibia, this provision applies to all disputes with Intercity Payments. If your country of residence is outside Namibia, this provision applies to any action you bring against Intercity Payments in the Namibia. It affects how disputes with InterCity Payments are resolved. By accepting these Payments Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Last Updated: 11 March 2022

These Payments Terms constitute a legally binding agreement (“Agreement”) between you and Intercity Payments (as defined below) governing the Payment Services (defined below) conducted through or in connection with the Intercity Platform.

When these Payments Terms mention “InterCity Payments,” “we,” “us,” or “our,” it refers to the InterCity Payments (***Otjomuise InterCity Technology (Pty) Ltd***) you are contracting with for Payment Services, which is InterCity Payments Namibia.

If you change your country of residence, the Intercity company you contract with will generally be determined by your new country of residence as specified above, from the date on which your country of residence changes. Please note, however, that the Intercity Payments company with which you contract will stay the same for all bookings made prior to your change of residence.

The Intercity Terms of Service (“Intercity Terms”) separately govern your use of the Intercity Platform. All capitalized terms have the meaning set forth in the Intercity Terms unless otherwise defined in these Payments Terms.

In certain situations, customers may be required to enter into unique payment processing agreements with Intercity Payments. To the extent that there is a conflict between these Payment Terms and terms and conditions set forth in any relevant payment processing agreement, the latter terms and conditions will take precedence, unless specified otherwise.

Our collection and use of personal information in connection with your access to and use of the Payment Services is described in Intercity’s Privacy Policy.

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## 1. Scope and Use of the Payment Services

1.1 Intercity Payments provides payments services to Members, including payment collection services, payments, and payouts, in connection with and through the Intercity Platform (“Payment Services”).

1.2 Intercity Payments may temporarily and under consideration of the Members’ legitimate interests (e.g., by providing prior notice), restrict the availability of the Payment Services, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of the Payment Services. Intercity Payments may improve, enhance, and modify the Payment Services and introduce new Payment Services from time to time. Intercity Payments will provide notice to Members of any changes to the Payment Services unless such changes do not materially increase the Members’ contractual obligations or decrease the Members’ rights under these Payments Terms.

1.3 The Payment Services may contain links to third-party websites or resources (“Third-Party Services”). Such Third-Party Services are subject to different terms and conditions and privacy practices and Members should review them independently. Intercity Payments is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Intercity Payments of such Third-Party Services.

1.4 You may not use the Payment Services except as authorized by Namibian law, the laws of the jurisdiction that is your country of residence, and any other applicable laws. But without limitation, the Payment Services may not be used to send or receive funds: (i) into any Namibian embargoed countries; or (ii) to any Namibian Treasury Department’s list of Specially Designated Nationals or the Namibian Department of Commerce’s Denied Persons List or Entity List. You represent and warrant that: (i) neither you nor your Driver Services are located or take place in a country that is subject to a Namibian Government embargo, or that has been designated by the Namibian Government as a “terrorist supporting” country; and (ii) you are not listed on any Namibian Government list of prohibited or restricted parties. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

1.5 Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Payments Terms and terms and conditions applicable for a specific Payment Service, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

## 2. Key Definitions

“Payout” means a payment initiated by Intercity Payments to a Member for services (such as Schedule Fees) performed in connection with the Intercity Platform.



“Payment Method” means a financial instrument that you have added to your Intercity Account, such as a credit card, debit card, or any form of mobile money (wallets).

“Subscription” means payment initiated by the user to activate their full services of intercity. This subscription can either be monthly or yearly.

### **3. Modification of these Payments Terms**

Intercity Payments reserves the right to modify these Payments Terms at any time in accordance with this provision. If we make changes to these Payments Terms, we will post the revised Payments Terms on the Intercity Platform and update the “Last Updated” date at the top of these Payments Terms. We will also provide you with notice by email of the modification at least thirty (30) days before the date they become effective, however, Members contracting with Intercity Payments SADC, Intercity Payments East Africa or Intercity Payments West Africa will receive notice at least two (2) months prior to the effective date. If you disagree with the revised Payments Terms, you may terminate this Agreement with immediate effect. We will inform you about your right of refusal and your right to terminate this Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued use of the Payment Services will constitute acceptance of the revised Payments Terms.

### **4. Eligibility, Member Verification**

4.1 You must be at least 18 years old to enter into legally binding contracts to use the Payment Services. By using the Payment Services, you represent and warrant that you are 18 or older.

4.2 Intercity Payments may make access to and use of certain areas or features of the Payment Services subject to certain conditions or requirements, such as completing a verification process or meeting specific eligibility criteria.

4.3 We may make inquiries we consider necessary to help verify or check your identity or prevent fraud. Towards this end, you authorize Intercity Payments to screen you against third party databases or other sources and request reports from service providers. In some jurisdictions, we have a legal obligation to collect identity information to comply with anti-money laundering regulations. This may include (i) asking you to provide a form of government identification (e.g., driver’s license or passport), your date of birth, your address, and other information; (ii) requiring you to take steps to confirm ownership of your email address, Payment Methods or Payout Methods; or (iii) attempting to screen your information against third-party databases. Intercity Payments reserves the right to close, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

### **5. Account Registration**



5.1 In order to use the Intercity Services, you must have an Intercity Account in good standing. If you or Intercity closes your Intercity Account for any reason, you will no longer be able to use the Intercity Services.

5.2 You may authorize a third party to use your Intercity Account in accordance with the Intercity Terms. You acknowledge and agree that anyone you authorize to use your Intercity Account may use the Payment Services on your behalf and that you will be responsible for any payments made by such person.

## **6. Payment Methods and Payout Methods**

6.1 When you add a Payment Method or Payout Method to your Intercity Account, you will be asked to provide customary billing information such as name, billing address, and financial instrument information either to Intercity Payments or its third-party payment processor(s). You must provide accurate, current, and complete information when adding a Payment Method or Payout Method, and it is your obligation to keep your Payment Method and Payout Method up to date at all times. The information required for Payout Methods will depend on the particular Payout Method and may include:

- Your residential address, name on the account, account type, routing number, account number, email address, payout currency, identification number and account information associated with a particular payment processor.

6.2 When you add or use a new Payment Method, Intercity Payments may verify the Payment Method by authorizing a nominal amount or by authenticating your account via a third-party payment service provider. For further verification, we may also (i) authorize your Payment Method for one or two additional nominal amounts, and ask you to confirm these amounts, or (ii) require you to upload a billing statement. We may, and retain the right to, initiate refunds of these amounts from your Payout Method. When you add a Payment Method during checkout, we will automatically save that Payment Method to your Intercity Account so it can be used for a future transaction.

6.3 Please note that Payment Methods and Payout Methods may involve the use of third-party payment service providers. These service providers may charge you additional fees when processing payments and Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Intercity Payments is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method or Payout Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your Payment Method or Payout Method.

6.4 You authorize Intercity Payments to store your Payment Method information and charge your Payment Method as outlined in these Payments Terms. If your Payment Method's account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance or otherwise, we may acquire that information from our financial services partner or your bank and update your Payment Method on file in your Intercity Account.

6.5 You are solely responsible for the accuracy and completeness of your Payment Method and Payout Method information. Intercity Payments is not responsible for any loss suffered by you as a result of incorrect Payment Method or Payout Method information provided by you.

6.6. If your Contracting Entity's location is different than the country of your Payment Method or your selected currency is different than your Payment Method's billing currency, your payment may be processed outside your country of residence. For example, if you make a booking using a NAMIBIAN-issued card, but select Euro as your currency, your payment may be processed outside the Namibia. Banks and credit card companies may impose international transaction fees and foreign exchange fees on such international transactions. In addition, if you select to pay with a currency that is different than your Payment Method's billing currency, your bank or credit card company may convert the payment amount to your billing currency associated with your Payment Method, based on an exchange rate and fee amount determined solely by your bank. As a result, the amount listed on your card statement may be a different amount than that shown on checkout. Please contact your bank or credit card company if you have any questions about these fees or the applicable exchange rate.

6.7 There may be additional charges on top of your normal subscription depending on the payment method that you choose as well as the payment service provider.

## **7. Financial Terms for Drivers**

Intercity does not facilitate the payments for the trips but only charges a subscription fee from both the driver and passenger. The payment for the trip will take place outside the application.

### **7.1. Payouts for driver**

7.1.1 In order to receive a Payment, the driver and passenger must agree on how and when payments will be made. The driver is expected to provide reasonable payment methods such as Cash, EFTs & wallets. The price to be paid will be the exact amount posted on the trip.

7.1.2 The driver is responsible for confirming successful payment once the passenger has paid

### **7.2 Subscription for driver**

Subscription fees for drivers are either monthly or yearly. The user is responsible to pay the subscription before the term expires. The payment methods that are applicable are: EFT, credit card, debit card, wallets, or coupons

#### **7.2.1 Monthly Subscription**

**Monthly subscription is N\$20**

#### **7.2.2 Yearly Subscription**



**Yearly subscription is N\$100**

### 7.3 Subscription Payment Details

#### 7.3.1 Credit Card & Debit Card

The user will be asked to enter their card details and CVV code. The card payment process is completely managed by a third party. DPO are industry leaders in secured payment systems in Africa  
[www.dpogroup.com](http://www.dpogroup.com)

#### 7.4.2 EFT (Electronic Funds Transfer)

Payments should be directed to:

**Otjomuise Intercity Technologies (Pty) Ltd.**

**First National Bank Account: 62272889076**

**Branch: John Meinert, Windhoek**

#### 7.4.2 Wallets

Wallets accepted for payment are:

Ewallet (powered by First National Bank)

BlueWallet (powered by Standard Bank)

EasyWallet (powered by Bank Windhoek)

NedbankMoney (powered by Nedbank)

The payments should be made to the following cellphone number:

**0812880833**

## 8. Financial Terms for Passengers





Intercity does not facilitate the payments for the trips but only charges a subscription fee from both the driver and passenger. The payment for the trip will take place outside the application.

#### 8.1. Payouts for passenger

There are no payouts made to the passenger. The passenger is responsible for paying for the posted cost of the trip

#### 8.2 Subscription for the passenger

Subscription fees for drivers are either monthly or yearly. The user is responsible to pay the subscription before the term expires. The payment methods that are applicable are: EFT, credit card, debit card, wallets, or coupons

##### 8.2.1 Monthly Subscription

**Monthly subscription is N\$20**

##### 8.2.2 Yearly Subscription

**Yearly subscription is N\$100**

#### 8.3 Subscription Payment Details

##### 8.3.1 Credit Card & Debit Card

The user will be asked to enter their card details and CVV code. The card payment process is completely managed by a third party. DPO are industry leaders in secured payment systems in Africa [www.dpogroup.com](http://www.dpogroup.com)

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The payments should be made to the following cellphone number:

**0812880833**

#### 8.3.4 Coupons

Coupons can be used for subscription payment. A coupon code will be entered in the payment tab for the subscription to take effect. The unique codes can be bought or will be provided for promotions by Intercity.

### 9. Appointment of Intercity Payments as Limited Payment Collection Agent

9.1 Each Member collecting payment for services provided via the Intercity Platform (such as Driver Services or certain transactions facilitated through the Resolution Center) (“Providing Member”) hereby appoints Intercity Payments as the Providing Member’s payment collection agent solely for the limited purpose of accepting funds from Members purchasing such services (“Purchasing Members”).

9.2 Each Providing Member agrees that payment made by a Purchasing Member through Intercity Payments, shall be considered the same as a payment made directly to the Providing Member, and the Providing Member will provide the purchased services to the Purchasing Member in the agreed-upon manner as if the Providing Member has received the payment directly from the Purchasing Member. Each Providing Member agrees that Intercity Payments may refund the Purchasing Member in accordance with the Intercity Terms. Each Providing Member understands that Intercity Payments’ obligation to pay the Providing Member is subject to and conditional upon successful receipt of the associated payments from Purchasing Members. Intercity Payments guarantees payments to Providing Members only for such amounts that have been successfully received by Intercity Payments from Purchasing Members in accordance with these Payments Terms. In accepting appointment as the limited payment collection agent of the Providing Member, Intercity Payments assumes no liability for any acts or omissions of the Providing Member.



9.3 Each Purchasing Member acknowledges and agrees that, notwithstanding the fact that Intercity Payments is not a party to the agreement between you and the Providing Member, Intercity Payments acts as the Providing Member's payment collection agent for the limited purpose of accepting payments from you on behalf of the Providing Member. Upon your payment of the funds to Intercity Payments, your payment obligation to the Providing Member for the agreed upon amount is extinguished, and Intercity Payments is responsible for remitting the funds to the Providing Member in the manner described in these Payments Terms, which constitute Intercity Payments' agreement with the Purchasing Member. In the event that Intercity Payments does not remit any such amounts, the Providing Member will have recourse only against Intercity Payments and not the Purchasing Member directly.

## 10. General Financial Terms

### 10.1 Fees

Intercity Payments may charge fees for use of certain Payment Services and any applicable fees will be disclosed to Members via the Intercity Platform.

### 10.2 Payment Authorizations

You authorize Intercity Payments to collect from you amounts due pursuant to these Payment Terms or the Intercity Terms. Specifically, you authorize Intercity Payments to collect from you:

- Any amount due to Intercity (e.g., as a result of your bookings, Booking Modifications, cancellations, or other actions as a Passenger, Co-Payer, Driver or user of the Intercity Platform), including reimbursement for costs prepaid by Intercity on your behalf, by charging any Payment Method on file in your Intercity Account (unless you have previously removed the authorization to charge such Payment Method(s)) or by withholding such amounts from your future Payouts. Any funds collected by Intercity Payments will setoff the amount owed by you to Intercity and extinguish your obligation to Intercity.
- Any amount due to a Providing Member from a Purchasing Member which Intercity collects as the Providing Member's payment collection agent as further set out in Section 9 above.
- Taxes, where applicable and as set out in the Intercity Terms.
- Any amount you pay through the Resolution Center in connection with your Intercity Account. Intercity Payments may do so by charging the Payment Method associated with the relevant booking, or any other Payment Method on file in your Intercity Account (unless you have previously removed the authorization to charge such Payment Method(s)), or by withholding the amount from your future Payouts.
- Overstay Fees payable under the Intercity Terms. In addition, Intercity Payments may recover any costs and expenses it incurs in collecting the Overstay Fees by charging any Payment Method(s) you have

on file in your Intercity Account (unless you have previously removed the authorization to charge such Payment Method(s)).

- Any Service Fees or cancellation fees imposed pursuant to the Intercity Terms (e.g., if, as a Driver, you cancel a confirmed booking). Intercity Payments will be entitled to recover the amount of any such fees from you, including by subtracting such refund amount out from any future Payouts due to you.
- Fees improperly paid to you as a Driver. If, as a Driver, your Passenger cancels a confirmed booking or Intercity decides that it is necessary to cancel a confirmed booking, and Intercity issues a refund to the Passenger in accordance with the Intercity Terms, Passenger Refund Policy, Experiences Passenger Refund Policy, Extenuating Circumstances Policy, or other applicable cancellation policy, you agree that in the event you have already been paid, Intercity Payments will be entitled to recover the amount of any such refund from you, including by subtracting such refund amount out from any future Payouts due to you.
- Fees, costs and/or expenses associated with a Damage Claim, including any Security Deposit, as set out in the Intercity Terms. If Intercity Payments is unable to collect from your Payment Method used to make the booking, you agree that Intercity Payments may charge any other Payment Method on file in your Intercity Account at the time of the Damage Claim (unless you have previously removed the authorization to charge such Payment Method(s)). Intercity Payments also reserves the right to otherwise collect payment from you and pursue any remedies available to Intercity Payments in this regard in situations in which you are responsible for a Damage Claim pursuant to the Intercity Terms, including, but not limited to, in relation to any payment requests made by Drivers under the Intercity Driver Guarantee.
- Fees payable by Co-Payers as part of the Group Payment Service by charging any Payment Method on file in your Intercity Account (unless you have previously removed the authorization to charge such Payment Method(s)), or by withholding such amounts from your future Payouts. Any funds collected by Intercity Payments will set off the amount owed by you to Intercity and extinguish your obligation to Intercity.

In addition to any amount due as outlined above, if there are delinquent amounts or chargebacks associated with your Payment Method, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees or other third-party charges.

### 10.3 Refunds

10.3.1 Any refunds or credits due to a Member pursuant to the Intercity Terms, Extenuating Circumstances Policy, Passenger Refund Policy, and Experiences Passenger Refund Policy will be initiated and remitted by Intercity Payments in accordance with these Payments Terms.



10.3.2 Intercity Payments will process refunds immediately, however, the timing to receive any refund will vary based on the Payment Method and any applicable payment system (e.g., Visa, Mastercard, etc.) rules.

#### 10.4 Recurring Payments

10.4.1 For certain bookings (such as for Transport Bookings of very large parcels), Intercity Payments may require a Passenger to make recurring, incremental payments toward the Total Fees owed (“Recurring Payments”). More information on Recurring Payments (including the amount and the frequency of payments) will be made available via the Intercity Platform if applicable to a booking.

10.4.2 If Recurring Payments apply to a confirmed booking, then the Passenger authorizes Intercity Payments to collect the Total Fees, and the Driver agrees that Intercity Payments will initiate Payouts, in the increments and at the frequency agreed to and identified via the Intercity Platform.

10.4.3 Passengers may stop payment of a Recurring Payment by notifying Intercity Payments orally or in writing at least three (3) business days before the scheduled date of the payment. Intercity Payments may require that you give written confirmation of a stop-payment order within fourteen (14) days of an oral notification. If you fail to provide written confirmation within fourteen (14) days as requested, Intercity Payments is not obligated to honor your request to stop any future Recurring Payments. If you have any questions regarding your Recurring Payments, please contact Intercity Payments pursuant to Section 28.

#### 10.5 Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payout Method or Payment Method used for the original Payout to or payment by you, so that you end up receiving or paying the correct amount. This may be performed by Intercity Payments or a third party such as your financial institution.

#### 10.6 Collections

10.6.1 If Intercity Payments is unable to collect any amounts you owe under these Payments Terms, Intercity Payments may engage in collection efforts to recover such amounts from you.

10.6.2 Intercity Payments will deem any owed amounts overdue when: (a) for authorized charges, one hundred and twenty (120) days have elapsed after Intercity Payments first attempts to charge the Member’s Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Driver’s future Payouts, two hundred and seventy (270) days have elapsed after the adjustment is made to the Driver’s account or the associated services have been provided, whichever is later.

10.6.3 Intercity Payments will deem any overdue amounts not collected to be in default when three hundred and sixty five (365) days have elapsed: (a) for authorized charges, after Intercity Payments first



attempts to charge the Member's Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Driver's future Payouts, after the adjustment is made to the Driver's account or the associated services have been provided, whichever is later.

10.6.4 You hereby explicitly agree that all communication in relation to amounts owed will be made by electronic mail or by phone, as provided to Intercity and/or Intercity Payments by you. Such communication may be made by Intercity, Intercity Payments, or by anyone on their behalf, including but not limited to a third-party collection agent.

## **11. Security Deposits**

11.1 If you as a Passenger (i) agree to pay the Driver in connection with a Damage Claim, or (ii) Intercity determines that you are responsible for damaging transport or any personal or other property located at an Accommodation pursuant to the Intercity Terms, you authorize Intercity Payments to charge the Payment Method used to make the booking in order to collect any Security Deposit associated with the Schedule, as well as any amount of the Damage Claim exceeding any Security Deposit. If the Schedule does not have a Security Deposit, Intercity Payments may charge the Payment Method used to make the booking for the amount of the Damage Claim. If we are unable to collect from your Payment Method used to make the booking, you agree that Intercity Payments may charge any other Payment Method on file (and not otherwise unauthorized) in your Intercity Account at the time of the Damage Claim.

11.2 Intercity Payments also reserves the right to otherwise collect payment from you and pursue any remedies available to Intercity Payments in situations in which you are responsible for a Damage Claim pursuant to the Intercity Terms, including, but not limited to, in relation to any payment requests made by Drivers under the Intercity Driver Guarantee.

## **12. Currency Conversion**

Intercity Payments will process each transaction in the currency the Member selects via the Intercity Platform. The currencies available to make and receive payments for any given transaction may be limited for regulatory or operational reasons based on factors such as the Member's selected Payment Method or Payout Method and/or the Member's country of residence or Intercity contracting entity(ies). Any such limitations will be communicated via the Intercity Platform, and you will be prompted to select a different currency, Payment Method or Payout Method. Note that a Member's third-party payment service provider may impose transaction, currency conversion or other fees based on the currency or Payment Method the Member selects to make or receive payments, and Intercity Payments is not responsible for any such fees and disclaims all liability in this regard.

## **13. Abandoned Property**

If we cannot initiate a Payout, refund, or pay other funds due to you for the relevant period of time set forth by your state, country, or other governing body in its unclaimed property laws, we may process the

funds due to you in accordance with our legal obligations, including by submitting such funds to the appropriate governing body as required by law.

#### **14. Prohibited Activities**

You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Payment Services. In connection with your use of the Payment Services, you may not and you agree that you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third parties, third-party rights, or the Intercity Terms, Policies, or Standards;
- use the Payment Services for any commercial or other purposes that are not expressly permitted by these Payments Terms;
- register or use any Payment Method or Payout Method with your Intercity Account that is not yours or you do not have authorization to use;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Intercity Payments or any of Intercity Payments' providers or any other third party to protect the Payment Services;
- take any action that damages or adversely affects, or could damage or adversely affect, the performance or proper functioning of the Payment Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Payment Services; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

#### **15. Intellectual Property Ownership, Rights Notices**

15.1 The Payment Services are protected by copyright, trademark, and other laws of the Namibian and foreign countries. You acknowledge and agree that the Payment Services, including all associated intellectual property rights, are the exclusive property of Intercity, Intercity Payments and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Payment Services. All trademarks, service marks, logos, trade names, and any other proprietary designations of Intercity or Intercity Payments used on or in connection with the Payment Services are trademarks or registered trademarks of Intercity or Intercity Payments in the Namibian and abroad. Trademarks, service marks, logos, trade names, and any other proprietary designations of third parties used on or in connection with Payment Services are used for identification purposes only and may be the property of their respective owners.

15.2 You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Payment



Services, except as expressly permitted in these Payments Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Intercity, Intercity Payments, or its licensors, except for the licenses and rights expressly granted in these Payments Terms.

## **16. Feedback**

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Payment Services (“Feedback”). You may submit Feedback by emailing us, through the “Contact” section of the Intercity Platform, or pursuant to Section 28 (“Contacting Intercity Payments”). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## **17. Disclaimers**

17.1 If you choose to use the Payment Services, you do so voluntarily and at your sole risk. To the maximum extent permitted by law, the Payment Services are provided “as is”, without warranty of any kind, either express or implied.

17.2 Notwithstanding Intercity Payments’ appointment as the limited payment collection agent of Providing Members for the purposes of accepting payments from Purchasing Members through the Intercity Platform, Intercity Payments explicitly disclaims all liability for any act or omission of any Member or other third party. Intercity Payments does not have any duties or obligations as agent for each Providing Member except to the extent expressly set forth in these Payments Terms, and any additional duties or obligations as may be implied by law are, to the maximum extent permitted by applicable law, expressly excluded.

17.3 If we choose to conduct identity verification on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

17.4 The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights or warranties which cannot lawfully be excluded. However, the duration of any statutorily required warranties shall be limited to the maximum extent (if any) permitted by law.

## **18. Liability**

18.1 Except as provided in Section 18.2, you acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Payment Services remains with you. If you permit or authorize another person to use your Intercity Account in any way, you are responsible for the actions taken by that person. Neither Intercity Payments nor any other party involved in creating, producing, or delivering the Payment Services will be liable for any incidental, special,





exemplary, or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Payments Terms, (ii) from the use of or inability to use the Payment Services, or (iii) from any communications, interactions, or meetings with other Members or other persons with whom you communicate, interact, transact, or meet with as a result of your use of the Payment Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Intercity Payments has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Providing Members pursuant to these Payments Terms or an approved payment request under the Intercity Driver Guarantee, in no event will Intercity Payments' aggregate liability arising out of or in connection with these Payments Terms and your use of the Payment Services including, but not limited to, from your use of or inability to use the Payment Services, exceed the amounts you have paid or owe for bookings via the Intercity Platform as a Passenger in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Driver, the amounts paid by Intercity Payments to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred US dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Intercity Payments and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of Namibia, this does not affect Intercity Payments' liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

## **19. Indemnification**

To the maximum extent permitted by applicable law, you agree to release, defend (at Intercity Payments' option), indemnify, and hold Intercity Payments and its affiliates and subsidiaries, and their officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Payments Terms; (ii) your improper use of the Payment Services; (iii) Intercity Payments' Collection and Remittance of Taxes; or (iv) your breach of any laws, regulations, or third-party rights. If your country of residence is in the SADC, the indemnification obligation according to this Section 19 only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

## **20. Termination, Suspension, and other Measures**

20.1 This Agreement will continue unless and until it is terminated, suspended or other measures are taken as described in this Section 20.

20.2 You may terminate this Agreement at any time by sending us an email, or by following the termination procedures specified in the Intercity Terms. Terminating this Agreement will also serve as



notice to cancel your Intercity Account pursuant to the Intercity Terms. If you cancel your Intercity Account as a Driver, Intercity Payments will provide a full refund to any Passengers with confirmed booking(s). If you cancel your Intercity Account as a Passenger, Intercity Payments will initiate a refund for any confirmed booking(s) based on the Schedule's cancellation policy.

20.3 Without limiting our rights specified below, Intercity Payments may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address (or two (2) months' prior notice for Members contracting with Intercity Payments SADC, Intercity Payments East Africa or Intercity Payments West Africa).

20.4 Intercity Payments may immediately, without notice terminate this Agreement if (i) you have materially breached your obligations under this Agreement; (ii) you have provided inaccurate, fraudulent, outdated, or incomplete information; (iii) you have violated applicable laws, regulations, or third-party rights; or (iv) Intercity Payments believes in good faith that such action is reasonably necessary to protect other Members, Intercity, Intercity Payments, or third parties (for example in the case of fraudulent behavior of a Member).

20.5 In addition, Intercity Payments may limit or temporarily or permanently suspend your use of or access to the Payment Services (i) to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, or if (ii) you have breached these Payments Terms, the Intercity Terms, applicable laws, regulations or third-party rights, (iii) you have provided inaccurate, fraudulent, outdated, or incomplete information regarding a Payment Method or Payout Method, (iv) any amounts you owe under these Payments Term are overdue or in default, or (v) Intercity Payments believes in good faith that such action is reasonably necessary to protect the personal safety or property of Intercity, its Members, Intercity Payments, or third parties, or to prevent fraud or other illegal activity.

20.6 In case of non-material breaches and where appropriate, you will be given notice of any measure by Intercity Payments and an opportunity to resolve the issue to Intercity Payments' reasonable satisfaction.

20.7 If Intercity Payments takes any of the measures described in this Section you may appeal such a decision by contacting customer service.

20.8 If you are a Driver and we take any of the measures described in this Section we may refund your Passengers in full for any and all confirmed bookings, irrespective of preexisting cancellation policies, and you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

20.9 If your access to or use of the Payment Services has been limited or this Agreement has been terminated by us, you may not register a new Intercity Account or attempt to access and use the Payment Services through other an Intercity Account of another Member.

20.10 Unless your country of residence is in the SADC, Sections 10 and 15 to 25 of these Payments Terms shall survive any termination or expiration of this Agreement.

## 21. Applicable Law and Jurisdiction

21.1 If you are contracting with Intercity Payments Namibia, Intercity Payments SADC, Intercity Payments East Africa or Intercity West Africa, these Payments Terms will be interpreted in accordance with the laws of Namibia, without regard to conflict-of-law provisions.

21.2 If you are contracting with Intercity China, these Payments Terms will be governed by and construed in accordance with the laws of China (“China Laws”). Any dispute arising from or in connection with these Payments Terms shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with CIETAC’s arbitration rules in effect at the time of applying for arbitration, provided that this section shall not be construed to limit any rights which Intercity Payments may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under China Laws or any other laws that may apply to you. The arbitration proceedings shall be conducted in English. The arbitral award rendered is final and binding upon both parties.

21.3 If you are contracting with Intercity Payments SADC, these Payments Terms will be interpreted in accordance with English law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your country of residence. If you are acting as a consumer, judicial proceedings that you are able to bring against us arising from or in connection with these Payments Terms may only be brought in a court located in SADC or a court with jurisdiction in your place of residence. If Intercity Payments wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the SADC courts.

21.4 If you are contracting with Intercity Payments East and West Africa, these Payments Terms will be interpreted in accordance with East and West African law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your country of residence. If you are acting as a consumer, judicial proceedings that you are able to bring against us arising from or in connection with these Payments Terms may only be brought in a court located in East and West Africa or a court with jurisdiction in your place of residence. If Intercity Payments wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the East and West African courts.

21.5 If you are contracting with Intercity Payments India, these Payments Terms will be interpreted in accordance with the laws of India. Any dispute arising from or in connection with these Payments Terms shall be submitted to the International Chamber of Commerce (“ICC”) for arbitration in New Delhi, which shall be the seat and venue of arbitration. Such arbitration shall be conducted in accordance with the arbitration rules of the ICC in effect at the time of applying for arbitration, provided that this section shall

not be construed to limit any rights which Intercity Payments may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under the laws of India or any other laws that may apply to you. In the event one or more of the parties to the dispute are non-resident, the parties agree to exclude (for the avoidance of any doubt) the applicability of the provisions of Part I (save and except Section 9, Section 28, Section 37(1)(a) and Section 37(3) thereof) of the Indian Arbitration and Conciliation Act 1996 to any arbitration under this section. The arbitration proceedings shall be conducted in English. The arbitral award rendered is final and binding upon both parties. Each party shall bear its own costs in relation to the arbitration.

21.6 If you are contracting with Intercity Payments Australia, these Payments Terms are governed by the laws of the State of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of that State and courts of appeal of that State in respect of any proceedings arising out of or in connection with this Agreement.

21.7 21.7 If you are contracting with Intercity Payments Brazil, these Payments Terms will be interpreted in accordance with the laws of Brazil. If you are acting as a consumer, judicial proceedings that you are able to bring against us arising from or in connection with these Payments Terms may only be brought in a court located in the city of Sao Paulo, State of Sao Paulo, Brazil or in a court with jurisdiction in your place of residence. If you are acting as a business, you agree to submit to the exclusive jurisdiction of a court located in the city of Sao Paulo, State of Sao Paulo, Brazil.

## **22. Dispute Resolution and Arbitration Agreement**

22.1 This Dispute Resolution and Arbitration Agreement shall apply if you (i) are contracting with Intercity Payments Namibia; or (ii) bring any claim against any Intercity Payments entity in other jurisdictions (to the extent not in conflict with Section 21).

22.2 Intercity Payments is committed to participating in a consumer-friendly dispute resolution process. To that end, these Payments Terms provide for a two-part process for individuals to whom Section 22.1 applies: (1) an informal negotiation directly with Intercity's customer service team, and (2) a binding arbitration administered by NAMFISA using its specially designed Consumer Arbitration Rules (as modified by this Section 22 and except as provided in Section 22.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with NAMFISA online ([www.namfisa.com.na](http://www.namfisa.com.na));
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;



22.3 Pre-Arbitration Dispute Resolution and Notification. Prior to initiating an arbitration, you and Intercity Payments each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Intercity's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with Namfisa.

22.4 Agreement to Arbitrate. You and Intercity Payments mutually agree that any dispute, claim or controversy arising out of or relating to these Payments Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Payment Services (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Intercity Payments agree that the arbitrator will decide that issue.

22.5 Exceptions to Arbitration Agreement. You and Intercity Payments each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

22.6 Arbitration Rules and Governing Law. This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by NAMFISA in accordance with the Consumer Arbitration Rules and/or other NAMFISA arbitration rules determined to be applicable by the NAMFISA (the "NAMFISA Rules") then in effect, except as modified here. The NAMFISA Rules are available at [www.adr.org](http://www.adr.org).

22.7 Modification to NAMFISA Rules - Arbitration Hearing/Location. In order to make the arbitration most convenient to you, Intercity Payments agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in San Francisco County; (c) in any other location to which you and Intercity Payments both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under N\$500,000, by solely the submission of documents to the arbitrator.

22.8 Modification of NAMFISA Rules - Attorney's Fees and Costs. You and Intercity Payments agree that Intercity Payments will be responsible for payment of the balance of any initial filing fee under the NAMFISA Rules in excess of N\$4,000 for claims of N\$1,500,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the NAMFISA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Intercity Payments agrees it will not seek, and hereby waives all rights it may



have under applicable law or the NAMFISA rules, to recover attorneys' fees and expenses if it prevails in arbitration.

22.9 Arbitrator's Decision. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

22.10 Jury Trial Waiver. You and Intercity Payments acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

22.11 No Class Actions or Representative Proceedings. You and Intercity Payments acknowledge and agree that, to the fullest extent permitted by applicable law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and Intercity Payments both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 22.11 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and Intercity Payments agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

22.12 Severability. Except as provided in Section 22.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

22.13 Changes. Notwithstanding the provisions of Section 3 ("Modification of these Payments Terms"), if Intercity Payments changes this Section 22 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Payments Terms (or accepted any subsequent changes to these Payments Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Intercity Payments' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Intercity Payments in accordance with the provisions of the "Dispute Resolution" section as of the date you last accepted these Payments Terms (or accepted any subsequent changes to these Payments Terms).

22.14 Survival. Except as provided in Section 22.12 and subject to Section 20.8, this Section 22 will survive any termination of these Payments Terms and will continue to apply even if you stop using the Payment Services or terminate your Intercity Account.

### **23. General Provisions**

23.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines, or standards, these Payments Terms constitute the entire Agreement between Intercity Payments and you regarding the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Intercity Payments and you regarding the Payment Services.

23.2 No joint venture, partnership, employment, or agency relationship exists between you or Intercity Payments as a result of this Agreement or your use of the Payment Services.

23.3 If any provision of these Payments Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

23.4 Intercity Payments' failure to enforce any right or provision in these Payments Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Payments Terms, the exercise by either party of any of its remedies under these Payments Terms will be without prejudice to its other remedies under these Payments Terms or otherwise permitted under law.

23.5 You may not assign, transfer, or delegate this Agreement and your rights and obligations hereunder without Intercity Payments' prior written consent. Intercity Payments may without restriction assign, transfer, or delegate this Agreement and any rights and obligations, at its sole discretion, with thirty (30) days' prior notice (or two (2) months' prior notice for Members contracting with Intercity Payments Namibia or Intercity Payments in other jurisdictions). Your right to terminate this Agreement at any time remains unaffected.

23.6 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the payment card networks are third-party beneficiaries of this Agreement for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to this Agreement.

23.7 Unless specified otherwise, any notices or other communications permitted or required under this Agreement, will be in writing and given by Intercity Payments via email, Intercity Platform notification, or messaging service (including SMS and WhatsApp). For notices made to Members residing outside of SADC, the date of receipt will be deemed the date on which Intercity transmits the notice.

23.8 If you are contracting with Intercity Payments in other jurisdictions, this Agreement is concluded in the language as applied by the Intercity Terms of Service and all communication undertaken during this contractual relationship shall be made in that language.

## **24. Additional Clauses for Users Contracting with Intercity Payments Namibia**

The following paragraphs will apply if you are contracting with Intercity Payments Namibia:

### **24.1 Payment Service User**

24.1.1 The Payment Services include the payment collection service provided to Users contracting with Intercity Payments Namibia. The payment collection service constitutes a “payment service” regulated under the Payment Services Regulations and for these purposes Intercity Payments Namibia treats Users as the “payment service user.”

24.1.2 By agreeing to these Payments Terms you as User have consented to Intercity Payments Namibia’s payment of each Payout to your chosen Payout Method. Users may change a Payout Method up to one (1) day before the time agreed for the Payout as set out in Section 7.2. Intercity Payments Namibia will be deemed to have received the Driver’s payment order to the Driver on the same date Intercity Payments Namibia agrees to initiate the Payout in accordance with Section 7.2.

24.1.3 Intercity Payments Namibia will endeavor to ensure that Users based in the SADC will receive each Payout by the end of the business day following Intercity Payments Namibia’s initiation of the Payout.

24.1.4 Communication. Intercity Payments will provide the User notice via email when we initiate each Payout. We will also provide notice to a User’s registered email address if the Payout is returned to us because of an error. It is your responsibility as a User to ensure that you provide us with a current, accurate, and valid email address.

### **24.2 Resolution Procedures for Diverted Payouts**

24.2.1 If you as a User believe that a Payout properly due to you has been or may be diverted without your permission (“Diverted Payout”) because your password or other credentials to log into your Intercity Account (“Credentials”) are lost or stolen, you should notify Intercity Payments Namibia pursuant to Section 28 immediately. As a User you may be liable for losses relating to any Diverted Payout arising from the use of lost, stolen, or misappropriated Credentials (including the loss of a mobile phone on which you have installed the Application) or where you have failed to keep your Credentials safe, up to a maximum of N\$1,000. Provided that you notify us of any Diverted Payout without delay and at the very latest within 13 months of the date of the payment, you may be entitled to a refund of that payment.

24.2.2 We will not be liable for any loss arising from: (i) Diverted Payouts where you acted fraudulently or where, with intent or gross negligence, you failed to use the Intercity Platform and/or Payment Services in accordance with the Intercity Terms or these Payments Terms (including the obligation to keep your Credentials safe); (ii) or any payout transaction which we facilitated in accordance with information provided by you where the information you provided was incorrect.





24.2.3 If you as a User claim not to have received a Payout properly due to you via your chosen Payout Method, Intercity Payments Namibia will (if requested) make immediate efforts to trace the payment and will notify you of the outcome. Unless we can prove that the payment was received by you via your chosen Payout Method, we will refund the amount.

24.2.4 Any complaints about the Payment Services should be made to Intercity Payments Namibia pursuant to Section 28. Complaints that are made in accordance with this section that relate to the provision of Payment Services by Intercity Payments Namibia will be eligible for referral to NAMFISA. You can contact NAMFISA: +264 61 290 5000 or [info@namfisa.com.na](mailto:info@namfisa.com.na) or Physical Address: NAMFISA Head Office, 51-55 Werner List St, Gutenberg Plaza, Windhoek, Namibia.

## 25. Additional Clauses for Users that are Businesses.

The following paragraphs also apply if you are using the Payment Services as a representative (“Representative”) acting on behalf a business, company or other legal entity (in such event, for purposes of the Payment Terms, “you” and “your” will refer and apply to that business, company or other legal entity).

25.1 You accept the Payment Terms and you will be responsible for any act or omission of employees or third-party agents using the Payment Service on your behalf.

25.2 You and your Representative individually affirm that you are authorized to provide the information described in section 6 above and your Representative has the authority to bind you to these Payment Terms. We may require you to provide additional information or documentation demonstrating your Representative’s authority.

25.3 You represent and warrant to us that: (i) you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for receiving the Payment Services; and (ii) you have all requisite right, power, and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Agreement.

25.4 If you are using your Payment Method for the benefit of your employees or other authorized third-party in connection with Intercity for Work, as permitted by your account, you authorize Intercity Payments to charge your Payment Method for bookings requested by employees at your company or other permitted third-party.

25.5 For any Payout Method linked to your Intercity Account, you authorize Intercity Payments to store the Payout Method, remit payments using the Payout Method for bookings associated with your Intercity Account and take any other action as permitted in the Payment Terms in respect of the Payout Method.

25.6 If you handle, store or otherwise process payment card information on behalf of anyone or any third-party, you agree to comply on an ongoing basis with applicable data privacy and security



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requirements under the current Payment Card Industry Data Security Standard with regards to the use, access, and storage of such credit card information. For additional information, including tools to help you assess your compliance, see <http://www.visa.com/cisp> and <https://www.mastercard.com/sdp>.

## 26. Contacting Intercity Payments

You may contact Intercity Payments regarding the Payment Services using the information below:

Intercity Namibia

Unit 13, Square Park, Ludwigsdorf, Klein Windhoek, Namibia

[info@intercity.com.na](mailto:info@intercity.com.na)

[www.intercity.com.na](http://www.intercity.com.na)

+264812880833/ +264813209004

These Payments Terms are available at [www.Intercity.com.na](http://www.Intercity.com.na). Intercity Payments will provide a copy of these Payments Terms on request. If you have any questions about these Payments Terms, please email us.