

OPERATING REGULATIONS FOR

<https://www.dpogroup.com>

THESE OPERATING REGULATIONS for <https://www.dpogroup.com> ("Operating Regulations") and the other portions of the Agreement govern the activities of Supplier, being a person or business entity that enters into a Supplier Agreement with 3G Direct Pay Limited ("3G") and offers its services for resale on 3G's website.

1. INCORPORATION INTO THE SUPPLIER AGREEMENT AND EFFECTIVE DATE

- 1.1.** Pursuant to the terms of the Supplier Agreement ("Agreement"), these Operating Regulations and all of 3G's website policies and statements are incorporated into and made a part of the Agreement. These Operating Regulations are effective and binding upon Supplier and 3G upon the date the Agreement becomes effective, as described therein.
- 1.2.** Any capitalized terms herein that are not defined in these Operating Regulations shall have the meaning attributed to the term in the Agreement.
- 1.3.** 3G may amend these Operating Regulations at any time upon posting the amendments on 3G's website. Any amendment shall become effective as described in Section 14 of the Agreement.

2. INCORPORATION OF FEE SCHEDULE

Schedule A, Operating Regulations Fee Schedule ("Fee Schedule") is incorporated into and becomes a part of the Operating Regulations by this reference.

3. QUESTIONS ON ACCOUNT

For questions regarding Supplier Account, please fill out an online request ("Support Request") at the following link: <http://support.dpogroup.com>

4. NOTICE AND FEES FOR CHANGES

Supplier must notify 3G immediately of any changes Supplier intends to make in any of the following:

- 4.1.** Service types offered for sale
- 4.2.** Cancellation Policy
- 4.3.** Primary Contact Information
- 4.4.** URL or Domain Name

Such notice must be provided at least ten (10) days in advance of any change. Should the proposed change result in a breach of the Agreement, 3G may, at its discretion, suspend activity on the applicable Account until the breach is cured, or terminate the Agreement.

5. CUSTOMER ASSISTANCE

Supplier shall at all-time respond promptly to inquiries from 3G on behalf of Customers or from Customers directly, and shall endeavor to resolve disputes with said Customer.

Supplier shall be responsible, at Supplier's expense, to monitor and resolve issues related to its 3G Account. Failure to do so shall be deemed to be a breach of Supplier's obligations under the Agreement. 3G may charge Supplier reasonable fees and recover its expenses related to Customer inquiries, Cancellations, or Refunds.

In the event 3G participates in an attempt to resolve an issue with a Customer, 3G will notify Supplier of the details and nature of the issue and use commercially reasonable efforts in an attempt to find a solution that is acceptable to all parties to a Transaction.

Supplier shall indemnify and hold 3G harmless from any, costs expenses or damages claimed by a Customer as a result of Supplier's inappropriate communications.

6. REVERSAL OF CUSTOMER TRANSACTIONS

6.1. Cancellations:

A "Cancellation" occurs when Customer, Supplier or 3G voids an order for a withdrawal of funds from a Customer's Card account or bank account before a sale is sent for deposit. 3G will not collect a deposit from the Customer and the previously authorized funds will be released at the Card issuing bank's discretion. 3G will not assess nor collect a Transaction Fee from Supplier.

After a sale is sent for deposit, any attempt to reimburse the cost of a Service to a Customer constitutes a Refund and shall be dealt with as set forth below.

Supplier shall accept Cancellations of services and agree to provide Refunds through 3G for Customers who initiate a Cancellation or a Bank Assisted Dispute, as defined below, that 3G has approved, either with 3G, the entity whose brand appears on the Card ("Card Association"), the Card issuing bank, or the depository bank.

Supplier shall have a policy with regard to the cancellation of Services ("Supplier's Cancellation Policy"). Supplier's Cancellation Policy shall be prominently posted on its billing screen and available for review by a Customer prior to the Customer being obligated for a purchase of Services of Supplier

6.2. Refunds:

A refund is the actual reimbursement of the cost of a Service to a Customer regardless of the basis for the reimbursement ("Refund"). 3G accomplishes the Refund by reversing the amount previously charged to the Customer's Card or account at the Card issuing bank and the appropriate amount is credited to the appropriate Card or account at the Card issuing bank of Customer.

<http://3gdirectpay.com>, will only issue a Refund to the original funding source. An order funded via PayPal will be issued a Refund to the original PayPal account. If the PayPal account is closed, the Customer should be referred to 3G for assistance.

Supplier shall have a policy with regard to Refunds ("Supplier's Refund Policy"). Supplier's Refund Policy shall be prominently posted on its website and available for review by a Customer prior to the Customer being transferred to 3G's website for a purchase of Services of Supplier.

3G may issue a Refund without the prior knowledge or consent of Supplier in any case 3G deems it appropriate. 3G will promptly notify Supplier of any Refund and provide Supplier with information regarding the basis for 3G's determination to issue the Refund.

Supplier's Account will be debited by 3G in an appropriate amount for all Refunds, regardless of the basis for the Refund.

In the event of a Cancellation or Refund, Supplier agrees to indemnify and hold 3G harmless from liability and, further, Supplier agrees to immediately pay 3G an amount equal to all funds 3G has paid to Customer on behalf of Supplier.

6.3. Bank Assisted Disputes:

3G, as a merchant for various card associations, is subject to obligations which entitle the Card issuing bank to assess a charge or fee for handling bank assisted Refund activity. 3G may, in turn, assess a fee to Supplier to cover 3G's additional expenses which result from bank assisted Refund activity. Such charges are called Dispute Charges or Charge-Backs and can be found under the **Dispute Charges** category of Schedule A.

A Bank Assisted Dispute occurs when the Customer or the Card issuing bank disputes the validity of a purchase of Services from 3G as the card association merchant, or the Card issuing bank initiates a reversal of the purchase, providing the Customer with a credit for the full amount of the Service purchased from 3G ("Bank Assisted Dispute").

7. LIMITATIONS ON SERVICES AND SERVICES OFFERED FOR RESALE

7.1. Right to Prohibit Certain Sales/Registrations:

3G may prohibit the registration and/or sale of certain services and services ("Prohibited Services"). 3G may change the list of Prohibited Services from time to time, in its discretion, without notice to or the consent of Supplier. 3G shall have no liability or obligation to Supplier for a change in the Prohibited Services listings, even if the addition of a Service to the Prohibited Services list eliminates all Services that Supplier offers for sale. For a complete and up-to-date listing of Prohibited Services please go to the following link: [insert url to list of Prohibited Services]

7.2. Supplier's Duty to Comply:

Supplier shall not offer Prohibited Services for sale. If Supplier is offering Services for sale that become included on the Prohibited Services list, Supplier shall cease to offer such Services for sale within two (2) calendar days after the Service is added to the Prohibited Services list and the revised Prohibited Services list is posted on 3G's website. Failure to comply within two (2) calendar days from such warning may result in suspension of activity on the Account, the Account being closed and the potential forfeiture of Purchase Payments (as hereinafter defined) on the offending Transaction(s), in 3G's sole discretion. Provided, however, if in 3G's sole discretion, the Services being offered are such that they should be immediately withdrawn from sale by Supplier, 3G may immediately suspend activity on the Account of Supplier, without notice and opportunity to cure. At the discretion of 3G, such suspension may continue indefinitely, or result in a permanent suspension of Supplier, the termination of the Agreement and the forfeiture of the right to a disbursement of funds for completed sales of Prohibited Services.

8. COMPLIANCE WITH MERCHANT OBLIGATIONS

As a merchant for various card associations (i.e., VISA, MasterCard, American Express, Discover, JCB and Diner's Club), 3G has obligations it must fulfill to protect its ability to participate as a merchant in those card associations.

3G does not confer card association merchant status upon Supplier. 3G is the card association merchant and acts as an authorized retail sales outlet for Supplier. Supplier shall not conduct itself in a manner that will endanger 3G's merchant status, including without limitation, misrepresenting the relationship between 3G and Supplier. It is important to the card associations, and to 3G's status as a card association merchant, that the relationship between Supplier and 3G is not misrepresented.

Supplier shall represent 3G as an authorized retailer or out-sourced vendor solution and not as a "credit card processor" or a payment gateway." Language must be included in Supplier's web site that clearly and correctly describes 3G's Status.

Acceptable terminology to describe 3G is:

'3Gdirectpay.com is an authorized retailer of the supplier website'

Supplier shall not refer to 3G at any time as a "Credit Card Processor," or "A Third Party Processor," or "A Payment Gateway."

Similar restrictions on the manner in which 3G is described apply for any buttons or links to 3G contained on Supplier's web site and Supplier shall comply with the restrictions.

Acceptable terminology for buttons or links to 3G

is: "Add to Cart" , "Buy Now" , "Buy from 3G"

Unacceptable terminology to link to 3G includes phrases

like: "Click Here to Pay" , "Process Payment Now"

By presenting any service to 3G for sale the Suppliers agree that 3G is an authorized retailer of that service and therefore may include any and all service information or representation on 3G's websites and any other marketing channels or sites populated by 3G.

9. PROHIBITED ACTIVITIES

In addition to prohibitions which may be found elsewhere in the Agreement, including without limitation, these Operating Regulations, Supplier shall not allow or conduct any of the activities listed in **Schedule B** attached hereto. If 3G ascertains that Supplier is allowing or conducting any of the Prohibited listed activities, the Account will be immediately suspended and funds for completed sales of services to 3G will be withheld from Supplier pursuant to Section 13:

10. FEES AND CHARGES

All fees and charges are in United States Dollars ("USD").

10.1. Fee Schedule:

All fees and charges are listed on the Fee Schedule.

10.2. Account Establishment:

The Fees to open an Account are set forth on the Fee Schedule under the **Account Establishment Fees** category.

All of the fees described above are immediately due and payable upon demand by 3G.

10.3. Transaction Fees:

A "Transaction" occurs when a Customer purchases from 3G a Service of Supplier which has been authorized for resale (i.e., registered in 3G's service database); a Customer obtains a Cancellation of the purchase price for a Service previously purchased as a result of a Return or a Bank Assisted Dispute; or a Customer exchanges a Service previously purchased.

The Transaction Fees are as described under the **Transaction Fees** category on the Fee Schedule.

3G may, in its sole discretion, assess a higher Transaction Fee for certain Services offered by Supplier to 3G for resale to Customers if 3G determines that the resale of any Service (s) creates a potential or actual financial or reputational risk to 3G, such as those Services which constitute Restricted Services.

The Transaction Fees shall be deducted from the proceeds received by 3G for the resale of the Service prior to payment of any funds to Supplier.

10.4. Dispute Charges:

A "Dispute" occurs when Customer or the Card issuing bank disputes the validity of a purchase of a Service from 3G and initiates a Bank Assisted Dispute against 3G.

In addition to the obligation to fully refund the purchase price paid by 3G if the Dispute results in a Refund, Suppliers may be assessed a Dispute Charge in accordance with the **Dispute Charge** category on the Fee Schedule.

Supplier shall pay all Dispute Charges upon demand by 3G via a debit to the Account.

11. PAY PERIODS AND PAYMENT SCHEDULES – will be part of the payment schedule

11.1. No Interest:

In no event shall Supplier earn any interest on, or any other form of earnings for, any Purchase Payments or funds held in the Reserve, regardless of the length of time during which 3G is in possession of such funds.

11.2. Inability to Pay Supplier:

If 3G is unable to complete a payment to Supplier because the banking instructions entered on the Account are incorrect, no banking instructions are listed on the Account, or 3G is unable to contact Supplier because the contact information Supplier provided is incorrect, then the account may be considered to be abandoned and will be treated as an Inactive Account. 3G shall have no liability for a failure to complete a payment to the Supplier if one or more of these conditions exist.

12. PAYMENT OF FEES AND CHARGES

12.1. Deduction from Purchase Price:

Supplier hereby grants 3G the right to deduct all fees, charges, fines, penalties, wire transfer charges and other expenses that the Supplier is responsible for from the purchase price of Services resold to Customers by 3G prior to making any payment to Supplier.

In the event a Refund is paid to a Customer by 3G for a Transaction, Supplier will be obligated to reimburse 3G for the amount of the Refund. In the event the funds for the purchase that is the subject of the Refund have not been paid to Supplier, 3G may deduct the amount of the Refund from funds due to Supplier, or from the Reserve.

In the event 3G, in its sole discretion, has any reasonable doubt as to whether the Supplier has delivered the Service to the Customer, or any reasonable doubt that the Service delivered to the Customer was as advertised by Supplier, 3G may withhold the applicable Purchase Payment until 3G is satisfied that Supplier has performed its obligations to the Customer.

12.2. Direct Payment from Supplier:

Supplier hereby grants 3G the right to deduct all fees, charges, fines, penalties and other expenses that the Supplier is responsible for from the Direct Deposit Account ("DDA") into which 3G is to de

posit proceeds to Supplier from a Transaction. Supplier will, upon demand by 3G execute any documentation required by Supplier's financial institution to enable 3G to make such deductions.

12.3. Retention of Funds for Damages, Refunds and Failure to Deliver:

Pursuant to the Agreement, Supplier is liable to 3G for damages, costs and expenses, including attorney fees, incurred by 3G which result from a breach of the agreement by Supplier. 3G shall retain all funds it has that are attributable to Supplier, including any amounts in the Reserve which is established pursuant to Section 14, until such time as a determination is made as to the amount of damages, costs and expenses incurred by 3G. Upon making such determination, 3G may apply as much of the funds being held as is necessary to reimburse 3G.

12.4. Reserve Policy:

3G will retain a rolling reserve from each Supplier's account equal to five percent (5%) of gross sales ("Reserve") from each Purchase Payment to the Supplier. The Reserve is in addition to the fees and charges that will be assessed against Supplier and each deduction from Purchase Payments to Supplier shall be held for at least 180 days from the date the Purchase Payment was made. In the event 3G deems it necessary, 3G may, in its sole discretion, hold a deducted amount for more than 180 days.

In addition, 3G may increase the percentage of gross sales held for Reserve if there are excessive Disputes, Refunds or Cancellation, or if 3G, in its sole discretion, deems that either the Supplier or the Services offered by the Supplier create a financial or reputational risk to 3G, or if 3G otherwise reasonably deems itself insecure.

The funds held by 3G in the Reserve will accrue no interest, or any other earnings.

12.5. Withdrawal From Reserve:

Supplier hereby grants 3G the right to deduct all fees, charges, fines, penalties and other expenses that the Supplier is responsible for from the Reserve if an active balance has not been maintained in Supplier's Account, or if the active balance in Supplier's Account is insufficient to pay all monies due to 3G.

13. PAYMENT TO SUPPLIER

13.1. Wire Transfers:

The payment of the Purchase Payments by 3G to supplier will be made by wire transfers.

13.2. Payment Account:

The name and entity type on the account elected by a Supplier for receipt of its payments ("Payment Account") must match the name and entity type of the Supplier, as listed in the Supplier's 3G Registration Form.

13.3. Minimum Payment Amounts:

The minimum amount for payment by wire transfer is \$100

13.4. Release Levels:

Suppliers may specify a release level higher than the minimum payment amount. Purchase Payments due to Supplier may be held by 3G in an account containing funds other than those due to Supplier until the specified release level has been reached.

13.5. Change in Percentages, Time Frames and Minimums:

3G may change any of the percentages, time frames or minimums set forth in this Section 15. Such changes become effective when posted upon 3G's website.

13.6. Claim of Error:

In the event Supplier believes that 3G has committed an error in the payment to Supplier, Supplier shall notify 3G in accordance with Section 16 of the Agreement within thirty (30) days of receipt of a Purchase Payment from 3G, or if no Purchase Payment is received, within thirty (30) days of the delivery of a statement from 3G. Supplier's failure to so notify 3G shall be deemed to be an acceptance of the Purchase Payment or statement.

14. INACTIVE ACCOUNTS:

Any Account with no activity (i.e., Supplier login, Customer Order, or Supplier payment) for 6 consecutive months will be considered to be an "Inactive Account." An Account will continue to be designated as an Inactive Account so long as there is no activity on the Account

15. NO THIRD-PARTY BENEFICIARY

Each of 3G and Supplier are entering into the Agreement solely based on the terms and conditions contained in the Agreement for its own purposes and not for the benefit of any third party.

Schedule A - Operating Regulations - Fee Schedule

can be reviewed within the system, login to your account and click the 'Commercial terms' link (can be found at the bottom of the main display)

Schedule B - PROHIBITED ACTIVITIES

use the following link to review the most updated list of PROHIBITED ACTIVITIES dpogroup.com/africa/agreements

1. Unsolicited Electronic Messaging:

Generating unsolicited electronic messages to customers which constitute SPAM.

2. Sale of Prohibited or Restricted Services

The sale or advertisement of Services that are classified by 3G as Restricted Services in a manner different than approved by 3G.

3. Sale from any Website Other than Registered Website

4. Use of Personal Information Regarding a Customer:

The use of personal information regarding a Customer for anything other than as necessary to complete the resale of a Service by 3G to a Customer, or to conduct customer assistance requested by the Customer.

5. Other Electronic Activities:

Using the Services or access to 3G's website or Customers for any purpose other than that for which 3G's website and Services are intended, including without limitation phishing, pharming, hacking, tampering, modifying or otherwise corrupting the security or functionality of the Services

6. Illegal Activities:

The sale, lease, other transfer, or possession of Services to a Customer when such sale, lease, other transfer or possession violates the law.