

Women In Payments Africa: Membership and **Conditions**



Who we are

1. These terms and conditions, together with the Membership Application Form (the “Application Form”) (together being the “Terms “) form the basis of the agreement between you and us, Women in Payments Africa (“WIPA / we /our / us “) and the basis on which we will deliver our membership services (the “Services” or “Membership”) to you as a member of WIPA (“Member“).
2. Any definition of WIPA in these Terms may, at WIPA discretion (and upon notice to you) also refer to all of WIPA designated subsidiaries, affiliates, partners, licensees, franchisees and/or any other connected entities as may be notified to you from time to time).
3. WIPA is incorporated with registered K2023177163. Our registered office is CORNER OF TYRWHITT AND 24 CRADOCK AVENUE, ROSEBANK, JOHANNESBURG, GAUTENG, 2196.
4. Please read these Terms carefully before applying to become a Member of WIPA. In consideration of us accepting your application to become a member and enabling you to access the Services, you agree to be bound by these Terms. Your attention is particularly drawn to the limitations and exclusions of liability set out in clauses 44 to 48 and 56 to 59

Membership overview

5. You acknowledge that the success of the Membership is the joint responsibility of both you and us. We must both use reasonable endeavours to fulfil the expected commitments outlined in these Terms.
6. WIPA is committed to providing quality services for its Members and shall:
 - a. establish, make available programmes to support the development of Members.
 - b. undertake, promote, and make available research and developments in the industry.
 - c. where possible provide access to internal and external discounted member benefits, and concessions subject to the relevant terms and conditions. All events that require payment outside of your Membership must be paid in full prior to attending; and
 - d. establish, develop, and maintain links with other bodies and organisations at local, national and international level, including the provision of networking and online communities and discussion forums.

Membership and our agreement

7. When you submit your Application Form online, you are requesting to become a member of WIPA under these Terms. Please note that acknowledgement by us that your Application Form has been received and is being processed, should not be treated as confirmation that there is an agreement between you and WIPA.
8. You agree that all information provided in your Application Form will be true and correct in all respects. In considering your application, WIPA will rely on the truth and accuracy of the information and supporting documentation provided by you at face value.
9. Our acceptance of your offer will take place once:
 - a. payment of the Membership Fee (as defined in clause 20) has been received by us.
 - b. our internal checks have been completed to our reasonable satisfaction; and
 - c. we confirm in writing by e-mail to the e-mail address specified in your Application Form our acceptance of your application to be a Member, at which point an agreement will come into existence on these Terms between you and WIPA (the "Commencement Date").

10. If we accept your application to be a member, but it subsequently turns out that any or all of the information provided by you was misleading or false, we reserve the right to revoke your Membership with immediate effect, without the right of appeal.
11. We reserve the right to refuse any Membership Application at our complete discretion. If we refuse your Membership Application, we will inform you of our decision as soon as reasonably practicable.
12. Your Membership will start on the Commencement Date and will last for 12 calendar months, unless otherwise stated in writing by WIPA (the "Subscription Period").
13. Membership of WIPA is on an individual basis only. We may, at our complete discretion, offer discounts to members when more than one individual is joining from the same organisation. You may not transfer your Membership to or share WIPA login details with any other individual regardless of whether that individual may be based in the same organisation as you.
14. All updates and membership information will be sent via email to the email specified in your Application Form. We accept no responsibility or liability if you do not update the details specified in your Application Form with your current email.
15. These Terms, along with the WIPA Code of Conduct and any other WIPA Membership material (the "Rules"), set out your obligations to WIPA and other Members. We may update the Rules at any time. Where feasible, we will consult with our members before making any changes to the Rules. In any case, we will notify Members of any such changes via e-mail in accordance with clause 14.

Term

16. Your membership commences on the date set out clause 9.c. and shall continue for 12 calendar months ('the Membership Period'). Membership fees will be payable annually after the end of the initial Membership period.
17. You will be entitled to all WIPA membership benefits during your Membership if you have paid your membership fee and any other fees/costs, if applicable.

Membership benefits

18. Use of any Membership Benefits are strictly limited to named members only.

19. We may change the Membership Benefits that apply to your Membership and undertake to provide you with 30 days' notice in advance of any changes to the Membership Benefits which we consider will materially disadvantage you, or materially impact your Membership

Payment of membership fee

20. The fees consist of a membership fee ('Membership Fee') and, may include a once-off joining fee.

21. We may update the Membership Fee and payment terms set out on our website and our Application Form at any time.

22. The Membership Fee is fixed during the term of the Membership Period, and we may increase it on renewal per clause 25.

23. Unless otherwise stated, all prices are expressed exclusive of any VAT payable.

Cancellation and refunds

24. You may cancel your Membership at any time. However, you agree that there will be no refund due to you of your Membership Fee or any other costs if you cancel your Membership before the end of the Membership Period.

Renewal of your membership

25. Before the end of your Membership Period, we will send you reminders that your Membership is due for renewal; those reminders will specify the amount of the Membership Fee on renewal.

26. You will need to actively renew your Membership and pay the new Membership Fee on or before the date on which your Membership is due for renewal, otherwise your Membership will lapse.

27. If your Membership lapses and within three months of you ceasing to be a Member of WIPA, you would like to re-join as a member, then we may (at our discretion) choose to waive any joining fee, if applicable.
28. Your entitlement to renew your Membership is subject always to payment of the applicable fees and your continued compliance with these Terms, including the Rules.

Member conduct

29. As a member you must conduct yourself in a professional manner, not doing anything, or permitting anything to be done, that may cause any harm or loss to WIPA goodwill, reputation or professional standing.
30. You must not do or permit anything to be done to any other WIPA Member, WIPA partner, associate or consultant or any third-party company or individual who is engaged by or on behalf of WIPA that may in WIPA opinion be inappropriate, distressing, disrespectful, obscene, embarrassing or otherwise offensive.
31. Your use of any Membership Benefits is conditional on your undertaking to not use the Website or Services for any purpose or in connection with any purpose which is or could reasonably be perceived to be inappropriate, unlawful, abusive, libellous, obscene, or threatening.
32. You will remain solely responsible for the content of your communications and WIPA has the right but not the obligation to monitor and edit or remove any communications and content on its website or forums.
33. A failure to comply with this clause shall constitute a material breach of these Terms and we reserve the right to terminate your Membership per clause 50. In such circumstances, you will not be entitled to a refund of any kind.

Advertising, website and use of WIPA Intellectual Property

34. The copyright and all other intellectual property rights in all information, text, imagery, content and materials made available to you in connection with your Membership and/or via the Website ('Materials') belongs to WIPA. Those works are protected by copyright laws. All such rights are reserved.

35. The Materials may be used for personal use only. You may not use any part of such materials for commercial purposes without obtaining written consent to do so from us. We reserve the right to withdraw any permission given under this clause at any time.
36. You agree to abide by all reasonable instructions and restrictions imposed by WIPA in respect of your use of the Materials.
37. For so long as you are a member, subject always to your compliance with these Terms, you may state on your social media and publicity/marketing materials that you are a Member of WIPA. You may use, copy and print any pages from our website or other materials delivered to you by us, for any reasonable purpose.
38. You must not use WIPA logo, or any other WIPA branding ('Marks') or in any way imply that you are employed or engaged or endorsed by WIPA unless this is the case or hold yourself out as having a different level of association with WIPA to that you hold at the time of publishing such materials, without our prior written consent. We reserve the right to withdraw any permission given under this clause at any time.
39. You may not claim to represent publicly the views of WIPA or to claim its support, without the prior written consent of the WIPA Board ('Board').
40. Links to third-party websites are provided for the convenience of our members only and the WIPA is not responsible in any way for and has no liability in respect of the content or operation of such websites or the associated organisations. You are responsible for taking any security measures necessary when using the Website (for example, by keeping your login details secure).
41. We make no warranties or representations as to the accuracy, timeliness, performance, completeness, or suitability of the Materials for any particular purpose. You should independently verify any information before relying on it.
42. Any communications made by any member or non-member of WIPA on the Website or in any other form of media or forum (including any verbal, written and non-verbal communications) is the view of that individual alone and not of WIPA.
43. A failure to comply with this clause shall constitute a material breach of these Terms and we reserve the right to terminate your Membership following clauses 34 to 43. In such circumstances, you will not be entitled to a refund of any kind.

Liability

44. We provide the Services for your personal use, not for any commercial, business or re-sale purposes, and you agree that we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
45. We are not responsible for:
- a. any loss or damage arising from your use of Membership Benefits whether provided by WIPA and/or provided by an external provider / third party; and
 - b. you're misusing the Website or any other part of the Services in any way.
46. Nothing in these terms and conditions shall exclude or limit any person's liability where it would be unlawful to do so. This includes for death or personal injury caused by a person's negligence, or any person's liability for fraud.
47. Except as specified in these Terms, all express or implied conditions, terms, representations, or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.
48. These Terms do not and shall not affect your statutory rights as a consumer.

Data protection

49. By entering these Terms, you acknowledge that we will collect and process your personal data as necessary on the basis set out in our Privacy Policy, available on our website.

Termination/ suspension of membership

50. We may terminate your Membership of WIPA immediately, or suspend your entitlement to any of the Services, if:
- a. in our sole opinion, you materially or repeatedly breach any of these Terms, or fail to adhere to the Rules.
 - b. you fail to make any payment to WIPA on the date on which it falls due and payable in accordance with these Terms and/or the Application Form and/or within seven days of us reminding you that payment is due.

- c. we are required by any applicable law or regulation (including the Rules and Regulations) and/or a reasonable request from the Board and/or any committee nominated by the Board to terminate your Membership with us; or
 - d. WIPA has reasonable grounds to believe that you are unable to pay WIPA for your Membership.
51. If we terminate your Membership for any of the reasons set out in clause 50 unless otherwise authorised by or on behalf of the Board in writing:
- a. your right to use our Website and the Services shall cease with immediate effect, and we may take all steps we consider necessary to implement this (including, without limitation, terminating your access to and use of any membership-only areas of WIPA website and Services and invalidating any relevant access details).
 - b. shall not hold yourself out as being a member of WIPA.
52. If we need to terminate your Membership immediately, or suspend your access to any of the Services, for any of the reasons set out in clause 50, we will inform you of our decision to do so as soon as reasonably practicable.

Changes to these terms

53. We may update these Terms at any time to reflect changes in or to:
- a. relevant laws or regulatory requirements.
 - b. security, technical or operational issues.
 - c. the operation of our website and/or Services; or
 - d. our business.
54. If we update these Terms, we will post a revised version of the Terms, and a summary of our changes, on our website. We may also e-mail you with information on those changes.

Member complaints and feedback

55. If you have any complaints, please send them to us at the address given on the 'Contact us' section of our Website. We would like to hear from you so we can continue to improve our service.

General

56. These Terms constitute the entire agreement between you and WIPA.
57. Any failure or delay by us to action a breach by you of these Terms shall not constitute a waiver of any rights and remedies we have in respect of such breach. For example (without limitation) if you miss a payment and we do not chase you but continue to provide the Services, we can still require you to make the payment later.
58. We shall not be responsible for any breach by WIPA or any third party, where such breach is caused by circumstances beyond our reasonable control, we mean any act or event beyond our reasonable control. If a breach is caused by circumstances beyond our reasonable control, we will contact you as soon as reasonably possible to notify you of it, and our obligations under these Terms will be suspended for the duration of those circumstances.
59. Neither you nor WIPA will be liable for any delay in performing or failure to perform their obligations if such failure or delay is because of causes outside the reasonable control of the responsible party.
60. These Terms govern the relationship between you and us. No other person shall have any rights to enforce any of the Terms.
61. We will do our best to resolve any disputes over these Terms. These Terms are governed by and interpreted by the laws of the Republic of South Africa.
62. Each of the paragraphs of these Terms operates separately. If a court finds part of these Terms is illegal, the rest will continue in full force and effect.

Should you have any questions, please **reach out:**

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LinkedIn: [@womeninpaymentsza/](https://www.linkedin.com/company/womeninpaymentsza/)

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