

DEFINITIONS

The following expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings.

1. **“Access Codes”** are the access details to the Netcash online platform which are unique to that User and Client. Each User has permissions allocated to him or her to determine and enable what actions can be performed on the Netcash online platform. The permissions for each User are determined by the Client when setting up Users.
2. **“Authorities”** means the organisations which have administrative power and control over industries, systems, and laws, which Netcash and / or the Client operates within.
3. **“Cards”** means a valid Visa International card, Mastercard International credit card, American Express International credit card or Diners Club International credit card.
4. **“Client”** means an entity or individual who enters into an Agreement with Netcash to use the services offered by Netcash.
5. **“Customer”** means an individual or business that purchases the Client’s goods or services.
6. **“Debit Order Mandate”** means the written authority or voice recorded authority given by the account holder or authorised signatory of the account, giving permission for a debit order to be processed against such account.
7. **“Intellectual Property”** means any patents, copyright, registered design, trademark, trade names, domain names, rights in computer software, database rights, rights in confidential information, or other industrial or intellectual property right, whether registered or not.
8. **”Parties”** means both Netcash and the Client and **“Party”** means Netcash or the Client.
9. **”Settlement Amount”** means the value of funds available to the client at any time, being the net of all transactions and retentions applicable (example is collections, less unpaids, less disputes, fees, less applicable retentions).
10. **“Third Party Services”** means any service providers selected by Netcash to offer services to the client and made available via the Netcash system.
11. **“Transaction”** means any collection, receipt and/or payment services which will be facilitated by Netcash using the Netcash Network, including the refund, reversal, original credit, and purchase by the Client of goods and/or services.
12. **“User”** is defined as a Client nominated and duly authorised individual that is authorised on the Netcash Online Platform to transact for and on behalf of the Client, as a Client representative on the Client’s Netcash account.