



API/SDK

Terms of Use

Date: June 2026



1. About these Terms

- 1.1. These Yoco API/SDK Terms of Use (the "**Terms**") govern your access to and use of Yoco's APIs and SDKs. They create a legally binding contract between you and Yoco Technologies (Pty) Limited ("**Yoco**") as soon as you access or use our API/SDK.
- 1.2. Where you are accessing or using the API/SDK on behalf of a legal entity, you represent and warrant that you are duly authorised to bind that entity to these Terms. All references to "you" in these Terms include that entity.
- 1.3. By accessing or using the API/SDK, whether or not you have completed a formal registration process, you acknowledge that you have read and understood these Terms and agree to be bound by them.

2. Access & Registration

- 2.1. To access and use the API/SDK, you are required to create an account with Yoco and provide us with certain personal information (including identification and contact details) as part of the registration process, or as part of your continued access to or use of the API/SDK. Yoco will use any registration information provided by you solely for the purpose of providing access to the API/SDK. Any personal information you provide will be processed in accordance with Yoco's Privacy Policy, as published on our website from time to time.
- 2.2. Yoco reserves the right to decline or revoke your registration at its sole discretion. Where Yoco revokes your registration, your access to the API/SDK will cease with immediate effect.

3. Nature of the License

- 3.1. Subject to your compliance with these Terms, Yoco grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable licence to use the Yoco API/SDK and any information provided or made available by Yoco from time to time concerning the use of, or for use in connection with, Yoco's products and services.
- 3.2. This licence is granted for an indefinite period, subject to Yoco's right to suspend or terminate your access at its sole discretion at any time. You may terminate by ceasing your access and use of the API/SDK.
- 3.3. This licence may only be used for the purposes of integrating with Yoco's products and services.

4. Ownership & Use

- 4.1. All right, title, and interest, including intellectual property rights, in and to the API/SDK and any information or materials made available by Yoco in relation to the API/SDK vests exclusively in Yoco. You do not acquire any right, title, or interest in or to the API/SDK at any time.
- 4.2. You must not:
 - 4.2.1. copy, modify, create derivative works from, distribute, or sublicense the API/SDK without Yoco's prior written approval;
 - 4.2.2. use the API/SDK in any way that allows third parties (other than legitimate contracted end-users) to use or benefit from the API/SDK;



- 4.2.3. reverse engineer, decompile, disassemble, decode, adapt, or otherwise attempt to derive or gain access to any source code or other component parts of the API/SDK; or
- 4.2.4. use the API/SDK in any manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person.
- 4.3. You must not use the API/SDK:
 - 4.3.1. to develop or distribute any application or program containing viruses or code intended to damage, disrupt, or interfere with any system, data, or information, or to access without authorisation the servers, networks, or other properties or services of any third party;
 - 4.3.2. in a manner that violates any law, regulation, or generally accepted practices or guidelines in the relevant jurisdiction; or
 - 4.3.3. in a manner that interferes with the operation of any Yoco product or service.
- 4.4. You must take all reasonable precautions to safeguard the API/SDK from unauthorised disclosure, reproduction, or use.
- 4.5. The API/SDK may not be assigned, sublicensed, transferred, or otherwise made available to any third party for any purpose other than as contemplated by these Terms. You must not create any claim, lien, or encumbrance over the API/SDK. Any act in contravention of this clause is void and of no effect.

5. Data Protection

- 5.1. You must comply with all applicable data protection and privacy laws, including the Protection of Personal Information Act 4 of 2013 ("**POPIA**"), in connection with any personal information you process in connection with your use of the API/SDK.
- 5.2. You are solely responsible for posting and adhering to any privacy notices and policies, and for obtaining any required consents from end users, in connection with your use of the API/SDK.

6. Limitation of Liability

- 6.1. To the fullest extent permitted by law, Yoco will not be liable to you or any end-user for any indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, data, goodwill, or business opportunity, arising from or in connection with your use of the API/SDK, whether arising in contract, delict, or otherwise, even if advised of the possibility of such damages.
- 6.2. Nothing in these Terms limits Yoco's liability for fraud, wilful misconduct, or death or personal injury caused by Yoco's negligence.

7. Modifications

Yoco may update these Terms from time to time by publishing the updated version on Yoco's website. It is your responsibility to check for updates regularly. Continued use of the API/SDK following publication of any changes constitutes acceptance of those changes. If you do not agree with a change, you must stop using the API/SDK.

8. Consumer Laws



If these Terms are regulated by or subject to the Consumer Protection Act 68 of 2008, the Electronic Communications and Transactions Act 25 of 2002, or any other laws that cannot lawfully be limited or excluded, it is not intended that any provision of these Terms contravenes any such law. All provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure compliance with such laws

9. General

- 9.1. These Terms are governed by the laws of the Republic of South Africa. You submit to the jurisdiction of the High Court of South Africa (Western Cape Division), provided that either party may seek urgent or interim relief from any court of competent jurisdiction.
- 9.2. These Terms constitute the entire agreement between you and Yoco in respect of your use of the API/SDK and supersede all prior agreements, representations, and understandings relating to the same subject matter.
- 9.3. If any provision of these Terms is invalid or unenforceable, it is severed and the remaining provisions continue in full force.
- 9.4. No failure or delay in exercising any right under these Terms constitutes a waiver of that right.
- 9.5. These Terms are personal to you and may not be assigned or transferred without Yoco's prior written consent. Yoco may assign these Terms or subcontract any of its obligations without your consent.
- 9.6. Nothing in these Terms creates a partnership, joint venture, employment relationship, or agency between you and Yoco.
- 9.7. By using the API/SDK, you agree that your acceptance of these Terms constitutes a binding electronic agreement in terms of the Electronic Communications and Transactions Act 25 of 2002.
- 9.8. Where you have entered into a Yoco Connect Partner & Integration Agreement with Yoco, that agreement governs your integration with and participation in the Yoco Connect Marketplace. In the event of any conflict between these Terms and the Yoco Connect Partner & Integration Agreement in relation to the Marketplace integration, the Yoco Connect Partner & Integration Agreement prevails.

END OF TERMS