



## PEACH PAYMENTS SALE TERMINAL TERMS OF SERVICE

Last Updated 5 June 2024

These sale terminal terms of service ("**Terms**") are a legal agreement between you, as a current or prospective customer of Peach Payments' services ("**you**," "**your**"), and Peach Payments ("**Peach Payments**," "**we**," "**our**" or "**us**"), and govern your use of Peach Payments' sale terminal devices and related services (collectively, the "**Services**").

Our relationship is also subject to:

- the card scheme rules, acquirer rules, and all applicable laws and regulations. By using the Services, you agree to comply with these at all times; and
- the general merchant services agreement/terms ("**MSA**"), which is provided to you during the onboarding process.

We may amend these Terms at any time that we deem to be reasonable under the circumstances, by posting the revised version on our website or communicating it to you via email or through the Services (each a "**Revised Version**"). The Revised Version will be effective as of the time it is posted. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

### 1. ONBOARDING AS A MERCHANT

- 1.1. To use the Services, you must be registered with Peach as a customer. If you are not yet a registered customer, you will first need to complete the onboarding process.
- 1.2. The MSA is incorporated into these Terms by reference, and is binding on you and us. It is important that you understand the terms of the MSA, because a breach of the MSA will be considered a breach of these Terms. If you have any questions about the MSA, please contact us for clarity before you use any Peach Payments sale terminal device ("**Device**").

### 2. ORDER AND DELIVERY

- 2.1. You will place an order with us for a Device, and we will arrange for delivery of the Device to you.
- 2.2. The pricing for (i) the Device and (ii) the processing of payments via the Device, will be agreed between us during the ordering process.
- 2.3. You must inspect the Device upon delivery. If the Device is delivered damaged, or is unfit for the purpose for which it was purchased, you must reject delivery. You will be refunded the purchase price in full where a Device is found to be damaged on delivery.
- 2.4. Similarly, if, upon setting up the Device, you notice that it is faulty, please contact us immediately. If we determine that the Device is, in fact, faulty, we will arrange for an alternative Device to be sent to you.

### 3. DEVICES AND SIM CARDS

- 3.1. The Device will arrive preconfigured. Only a simple set-up is required by you before the Device can be used to transact via the Peach Payments system.

- 3.2. The Device may not be used for any purpose other than to process payments through the Peach Payments system, in accordance with these Terms.
- 3.3. You must:
  - 3.3.1. handle your Device with the same level of care you would handle an electronic device of a similar nature;
  - 3.3.2. not charge your Device:
    - 3.3.2.1. during expected power outages;
    - 3.3.2.2. overnight, or for extended periods of time;
  - 3.3.3. store your Device in a cool, dry place and not expose it to extreme temperatures;
  - 3.3.4. not use the Device around moisture, liquid, or hazardous substances;
  - 3.3.5. keep the Device clean;
  - 3.3.6. not install any unauthorised software on the Device;
  - 3.3.7. not attempt to tamper with the Device; and/or
  - 3.3.8. not copy, republish, distribute, adapt, modify, alter, decompile, reverse-engineer or attempt to derive the source code or create a derivative of the source code, or otherwise try to reproduce the Peach Payments system.

#### 4. **CONNECTIVITY**

- 4.1. The Device will be delivered with a 4G SIM card. You must connect the Device to a secure Wi-Fi connection as and when possible.
- 4.2. You won't pay for the data used on your Device. However, if we discover that you are using the Device and/or the SIM card outside the scope of these Terms, or we deem your data usage to be excessive, we can charge you for the additional data usage; we can also suspend your access to the Services.
- 4.3. The SIM card should never be removed from the Device, and may not be used in any other device, or for any other purpose other than as set out in these Terms.

#### 5. **WARRANTY AND DEVICE SUPPORT**

- 5.1. All Devices come with a manufacturer warranty, which covers any manufacturing defects for a period of 1 year, starting from the day you receive your Device.
- 5.2. You must contact [Tactile Technologies](#) to log a warranty request. Where the warranty request is valid, the faulty Device will be repaired or replaced by them. You will need to arrange for delivery of the faulty Device to the service centre.
- 5.3. If your warranty claim is rejected, you will be liable for the cost in fixing the Device.
- 5.4. We recommend that you order more than one Device so you can continue to accept payments if a faulty Device needs to be repaired/replaced.
- 5.5. Peach Payments can troubleshoot certain Device issues remotely. If we aren't able to troubleshoot an issue remotely, you will need to arrange for the Device to be sent to a service centre. Whether the issue is covered by the manufacturer warranty will depend on the warranty terms, and your compliance with these Terms.

#### 6. **THIRD PARTY PRODUCTS**

All third party hardware and other products included or sold with the Device are provided solely according to the warranty and other terms specified by the relevant manufacturer. Peach Payments makes no representations or warranties, express or implied, with respect to such

third party products, and expressly disclaims any warranty or condition of merchantability, non-infringement, or fitness for a particular purpose.

7. **SUSPENSION OF ACCESS TO SERVICES**

We may, in our sole discretion, suspend, deactivate or terminate access to your SIM card (without liability), for any reason whatsoever, including if we suspect any misuse or non-compliance with these Terms.