



MASTER TERMS OF SERVICE: PAYMENT PROCESSING SERVICES

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1. DEFINITIONS

- 1.1. **Agreement.** This agreement, including all annexures, attachments, or schedules, as well the Service Schedule, and the Payment Method T's and C's as applicable.
- 1.2. **Applicable Law.** means in relation to a party:
 - 1.2.1. all statutes, subordinate legislation, regulations, common law, ordinances, and by-laws; and
 - 1.2.2. rules, directives, codes of practice, circulars, guidance notices, judgments, and decisions of any competent authority, or any governmental, intergovernmental, or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and any replacement or amendment thereof,compliance with which is mandatory for that party.
- 1.3. **business day.** A day which is not a Saturday, Sunday, or a public holiday or designated non-working day in South Africa.
- 1.4. **Card.** Any credit or debit card supported by the Payment Schemes for the purposes of processing Transactions.
- 1.5. **Cardholder.** The person in whose name a card is issued by an issuing bank.
- 1.6. **Confidential Information.** In relation to a party any information of a confidential and/or commercially sensitive nature, howsoever obtained or received and whether or not marked confidential, including any technical, commercial, financial, or scientific information, know how, trade secrets, processes, business information, and/or any other information or material of whatever description or nature proprietary to such party in whatever format.
- 1.7. **Customer.** An entity or individual who owes payment to the Merchant in exchange for the provision of goods or services, including charitable donations or services.
- 1.8. **Dispute.** An instruction initiated by a Customer to reverse or invalidate a processed Transaction (including "chargebacks" and "disputes" as those terms may be used by Payment Method Providers).
- 1.9. **Fees.** The fees payable to Peach Payments by the Merchant in consideration for the Services, as set out in the Service Schedule, including the Processing Fee, and Merchant Acceptance Fee.
- 1.10. **Intellectual Property.** All intellectual property rights owned by any party subsisting anywhere in the world, which is capable of protection in law, including trademarks, domain names, copyright, patents, designs and all proprietary rights in and to ownership of any idea, discovery, artwork, design, concept,

technique or improvement, industry information, know how, system, methodology, data model, computer software, computer source code and object code, report, correspondence, documentation, flow chart, data base, table, calculation, spreadsheet, schematic plan, photograph, presentation or invention (whether patented or not) and any other rights of a similar nature which exist now or will in the future exist.

- 1.11. **Merchant.** The person contracting with Peach Payments to use the Services as identified in the Merchant application form and with physical and email address as per the Merchant application form.
- 1.12. **Merchant Acceptance Fee.** The fee that Peach Payments charges per Transaction for the use of the relevant Payment Method for that Transaction. This can be a percentage of the Transaction amount, or a fixed fee, or a combination of a percentage and a fixed fee. The Processing Fee is not part of the Merchant Acceptance Fee.
- 1.13. **Merchant Account.** An account held by the Merchant directly with a Payment Method Acquirer or alternative Payment Method Provider enabling the Merchant to accept Transactions using the applicable Payment method, and in terms of which the Payment Method Acquirer or Payment Method Provider may charge an acceptance or other fee to the Merchant directly.
- 1.14. **ordinary business hours.** The hours between 08h00 and 17h00 (SAST) on a business day.
- 1.15. **Payment System Management Body.** The relevant payment system management body recognised in terms of Applicable Laws in South Africa, currently being the Payments Association of South Africa.
- 1.16. **Payment Method Acquirer.** An entity that a Payment Method Provider has authorised to sponsor or submit Transactions at the request of the Merchant to the Payment Method Provider for authorisation and clearing; and to receive and remit settlement funds for authorised and cleared Transactions.
- 1.17. **Payment Method Provider.** The provider of the Payment Method, e.g. VISA, Apple Pay, or Mobicred.
- 1.18. **Payment Method T's and C's.** The relevant terms and conditions pertaining to the use of a Payment Method other than Cards, which terms are available here: <https://www.peachpayments.com/legal>.
- 1.19. **Payment Methods.** The various mechanisms, or mediums through which a Customer can transfer funds to the Merchant using the Services. This includes, but is not limited to, Card payment, instant electronic funds transfers (EFTs), buy now pay later (BNPL) options, vouchers, digital or electronic wallets, bank transfers, and any other method or medium that facilitates the transfer of money or its equivalent.
- 1.20. **Payment Scheme.** VISA and/or Mastercard, American Express and Diners and such other associations governing the issue and use of credit, debit, charge, purchase or any other cards or payment methods, as approved and notified by Peach Payments to Merchant in writing or on the Peach Payments website from time to time.

- 1.21. **Payment Scheme Rules.** Rules, regulations, and operating guidelines published and updated by the Payment Schemes from time to time.
- 1.22. **Peach Payments.** Peach Payment Services Proprietary Limited (Registration No. 2012/076633/07) (physical address Brickfield Canvas, 35 Brickfield Road, Woodstock, 7925 • email address legalnotices@peachpayments.com).
- 1.23. **Peach Platform.** The technological infrastructure, software, and application programme interfaces, owned by or duly licensed to Peach Payments, through which Transaction requests are processed. It encompasses all digital interfaces, tools, systems, and technologies provided by Peach Payments to enable, facilitate, or manage Transactional activity between the Merchant and their Customers.
- 1.24. **person.** Includes a natural person, juristic person, trust, organisation, partnership, joint venture, syndicate, or any other association.
- 1.25. **Processing Fee.** The fee that Peach Payments charges for each Transaction submitted for processing via the Peach Platform, regardless of the Transaction amount and the type of Payment Method used.
- 1.26. **Services Schedule.** The Service Schedule attached as Annexure A in terms of which Peach Payments' fees and charges are set out, as well as the types of Payment Methods, and associated pricing, to be made available to the Merchant are specified. The Service Schedule may be updated, amended, or modified from time to time by agreement in writing.
- 1.27. **Services.** The services Peach Payments makes available to the Merchant under this Agreement, as more fully set out in the Service Schedule, in particular enabling and facilitating Transactions between the Merchant and their Customers, allowing the Merchant to accept, process, and manage payments, refunds, or any other monetary exchanges, regardless of the Payment Method chosen by the end Customer.
- 1.28. **Signature Date.** The date upon which the last of the named parties to this agreement signs this agreement.
- 1.29. **Transaction.** A Payment Method transaction request via the Peach Platform in terms of which funds for or from a Customer's associated account are directed to be captured with respect to a payment from a Customer to the Merchant, and includes chargebacks, refunds and reversals with respect to that Payment Method transaction request.

2. THE SERVICES

- 2.1. Peach Payments will, in consideration for the fees set out in the Services Schedule, render the Services to the Merchant.
- 2.2. Peach Payments will make the Services accessible to the Merchant via the Peach Platform application programming interfaces (APIs) and other software to enable the Merchants to use the Services. While

Peach Payments will provide setup guides and documentation, the Merchant must ensure the correct implementation, installation, integration, security and operation of all systems, equipment, software and telecommunications and use of the Services on its own platform. Peach Payments reserves the right to require Merchant to install or update certain software to continue using the Services.

- 2.3. Merchant is required to integrate the Peach Platform into its systems at its expense. Peach Payments will provide integration documentation and reasonable support for technical questions in order to facilitate this integration. Before a Merchant can commence processing Transactions, Merchant will have to perform testing that the integration is correct. Peach Payments does not assume any liability with regards to the correctness of Merchant's integration and testing.
- 2.4. Peach Payments provides its Services in terms of all Applicable Laws, and strictly subject to the Payment Scheme Rules, and all written approvals, directives, notices, or authorisations as may be issued by the Payment System Management Body to Peach Payments as a participant in the National Payment System of South Africa. Peach Payments may make changes to the Services as are strictly necessary to ensure compliance with Payment System Management Body requirements and the Payment Scheme Rules.
- 2.5. Peach Payments acts as a payment processor in respect of Transactions between the Merchant. Peach Payments is not:
 - 2.5.1. a bank and does not offer banking or financial services;
 - 2.5.2. a remittance business or a money transfer service.

3. ONBOARDING AND INFORMATION

- 3.1. To use the Services, the Merchant will have to register and complete the customer onboarding process.
- 3.2. The Merchant onboarding process includes a commercial approval and verification process, as well as the Merchant's technical integration to access the Services via the Peach Platform. Peach Payments, the Payment Method Acquirer, or the Providers of other Payment Methods may conduct various checks to determine whether the Merchant's application can be approved.
- 3.3. The Merchant must immediately disclose to Peach Payments such information as Peach Payments may reasonably require for the provision of the Services, including any information required in terms of any Payment Scheme Rule or Applicable Law, and such information as Peach Payments may require to verify the identity of the Merchant and its ultimate beneficial owners. The Merchant must notify Peach Payments promptly of any material change in such information.
- 3.4. Subject to Applicable Laws, Peach Payments may share this information with its affiliates, the Payment Schemes, Payment Method Acquirers, Payment Method Providers, credit reference agencies, fraud

prevention agencies and crime enforcement authorities to the extent required in terms of the Payment Scheme Rules, Applicable Laws, or as Peach Payments may reasonably consider necessary or appropriate for the provision of the Services.

3.5. The Merchant acknowledges that:

3.5.1. Payment Schemes to which Peach Payments discloses information may maintain databases which may be available to third parties (including card issuers, regulators and other authorities containing information regarding the conduct of transactions by merchants, and/or categorize undesirable conduct of merchants; and

3.5.2. if any of the Services or this Agreement are terminated, relevant Payment Schemes may, subject to Applicable Laws, be notified and may retain such information in accordance with their normal practice.

3.6. Merchant must provide Peach Payments with:

3.6.1. the business url if applicable;

3.6.2. the Merchant Identification Number ("MID"), if the Merchant has its own account with a Payment Method Acquirer for Card Transactions; and

3.6.3. proof of the relevant Merchant Account where applicable;

3.6.4. the trading name as it will appear on the Customer's statement.

3.7. Merchant must notify Peach Payments of any changes to the MID, business URL and/or of significant changes to its business model.

3.8. Peach Payments may request additional information from Merchant should it be deemed appropriate, based on an unusual or unreasonable increase of Transaction volume, the occurrence of Disputes or other circumstances that might affect Peach Payments', the Payment Method Acquirer's, or other Payment Method Provider's risk exposure in connection with the provision of the Services.

3.9. Merchant is obliged to notify Peach Payments of any changes in its company information or beneficial ownership structure and will be responsible for providing updated KYC documentation.

4. FEES

4.1. Merchant will pay the Fees for using the Services as per the Services Schedule.

4.2. Peach Payments will invoice on a monthly basis, within 5 business days of the end of the relevant month. Fees are due within 3 business days of receipt of the invoice and will be paid by electronic funds transfer without set-off or deduction into Peach Payments' nominated bank account. Alternatively, Peach Payments may debit the Merchant's bank account, as per the debit order

authorisation in Annexure D, with the respective amount between the 5th and 10th business day of the month following the billing period. It is the Merchant's responsibility to ensure that the account has sufficient balance at that time. Should the debit fail due to circumstances in the Merchant's responsibility, Peach Payments may charge an additional administration fee to cover expenses caused.

- 4.3. The Processing Fee is charged for all Transactions that are successfully *processed*, including Transactions that are successfully processed to the Payment Method Acquirer or Payment Method Provider, *but are declined*. No Processing Fee is payable where the Transaction is not processed to the Payment Method Acquirer or Payment Method Provider i.e., due to processing error or timeout.
- 4.4. Processing and Merchant Acceptance Fees are payable irrespective of whether a successful Transaction is subsequently reversed, Disputed, or refunded.
- 4.5. Peach Payments may adjust the fees from time to time by mutual agreement with Merchant.
- 4.6. Peach Payments has the right to charge interest against all overdue amounts at 2% above the prevailing prime interest rate in South Africa. Such interest shall be calculated monthly in advance, on the first day of each succeeding month, on the outstanding balance due by the Merchant. An account is deemed to be overdue if not settled within a period of 3 business days.

5. MERCHANT OBLIGATIONS

- 5.1. The Merchant must:
 - 5.1.1. not engage in any practice prohibited by the Payment Scheme Rules when accepting Card payments, and in particular the Merchant must:
 - 5.1.1.1. not engage in any practice that discriminates against or discourages the use of a Card in favour of any other acceptance brand, including the levying of surcharges or the imposition of minimum or maximum transaction amounts;
 - 5.1.1.2. abide by and ensure that all equipment and software it uses in connection with Card Transactions and the storage and/or processing of Card data complies with, any payment card industry or payment application data security standards of any Payment Scheme as updated from time to time ("**PCI DSS**").
 - 5.1.2. accept and apply 3D-Secure processes for all Transactions where mandated by regulation or the Payment Method Acquirer or if requested by Peach Payments;
 - 5.1.3. only accept payments and/or process refunds:

- 5.1.3.1. from Customers in connection with goods and/or services supplied by the Merchant;
 - 5.1.3.2. in respect of goods and/or services which:
 - 5.1.3.2.1. commonly fall within its business identified to Peach Payments during onboarding or as updated to Peach Payments from time to time;
 - 5.1.3.2.2. the Customer would reasonably expect to receive;
 - 5.1.3.2.3. in respect of goods or services the provision of which is in terms of Applicable Laws;
 - 5.1.4. identify itself to its customers as the seller of the goods and services and will display its customer service contact details, including email address and telephone number on the website;
 - 5.1.5. display its full terms and conditions, including comprehensive details of its return and refund policies;
 - 5.1.6. if accepting a Transaction payment using any Payment Method not price that transaction higher than the Merchant's standard, or usual, prices that it would charge to any other customer using any other type of payment method, including cash;
 - 5.1.7. not refuse to transact for any goods or services on the basis that the customer wishes to use a particular Payment Method to pay for such transaction;
 - 5.1.8. obtain authorisation for Transactions via the Peach Platform;
 - 5.1.9. retain a copy of all relevant information relating to a Transaction for at least 5 years from the date of the Transaction; and
 - 5.1.10. comply with any additional security, authentication, risk control or other requirements imposed by Peach Payments or a Payment Scheme.
- 5.2. Where the Merchant has a Merchant Account directly with a Payment Method Acquirer, Peach Payments will send Transaction instructions to the relevant Payment Method Acquirer. On receipt of a response from the Payment Method Acquirer, Peach Payments will forward such response to the Merchant. The Payment Method Acquirer will settle Transaction payments to the Merchant directly.
- 5.3. The processing of certain Payment Methods may be subject to additional terms as set out in the Payment Method T's and C's, or by a separate contract between Merchant and the Payment Method Acquirer or Provider.

- 5.4. The use of any specific Payment Method is optional. However, if Merchant uses a Payment Method, Merchant must accept and agree to the terms applicable to that Payment Method. If there is any conflict between this Agreement and the specific terms applicable to a Payment Method, the relevant Payment Method T's and C's will apply.

6. SETTLEMENT

- 6.1. Peach Payments may accept Transactions on the Merchant's behalf except where the Merchant has an acquiring or merchant account directly with the third-party Payment Method Acquirer or Payment Method Provider.
- 6.2. Where the Merchant has a Merchant Account directly with a Payment Method Acquirer, Peach Payments will send Transaction instructions to the relevant Payment Method Acquirer. On receipt of a response from the Payment Method Acquirer, Peach Payments will forward such response to the Merchant. The Payment Method Acquirer or Payment Method Provider will settle Transaction payments to the Merchant directly.
- 6.3. In the case where Peach accepts Transactions on behalf of the Merchant, Peach will be acting as a **"Payment Facilitator"** and will settle Transaction Payments to the Merchant in terms of this clause.
- 6.4. Where Peach Payments is acting as a Payment Facilitator:
- 6.4.1. the Merchant appoints Peach Payments to accept the proceeds of Transaction instructions ("**Proceeds**") from Payers on the Merchant's behalf. Payers will make payment to the Merchant, but the Proceeds will be paid to Peach Payments and held on behalf of the Merchant until paid out to the Merchant in terms of clause 6.4.5;
- 6.4.2. Peach Payments will hold funds accepted on behalf of the Merchant in a separate bank account and will not use these funds for Peach Payments' own expenses. However, in the same way that Proceeds are received on behalf of the Merchant, any Disputed amount associated with the Transaction Proceeds will similarly be deducted from Peach Payments' account and accordingly paid by Peach Payments on behalf of the merchant. It is the Merchant's responsibility to contest any Dispute;
- 6.4.3. the Merchant's account balance with Peach Payments represents an unsecured debt owed by Peach Payments to the Merchant. Peach Payments is not acting as a bank, trustee, fiduciary or escrow agent in respect of such acquired funds. Interest, if any, accruing on any Transaction proceeds held by Peach Payments shall accrue for the benefit of Peach Payments;
- 6.4.4. settlement will be in ZAR only;

- 6.4.5. Peach Payments will credit the Merchant's nominated bank account with the total Proceeds from the relevant Payment Method transactions, less any applicable amounts placed on hold due to being the subject of a transaction Dispute or fraud investigations, refund amounts, reversals, Disputed amounts, and associated fines, penalties, and fees, on a daily basis (T plus 1), unless otherwise specified in the Payment Method T's and C's. this means that Transactions from any given day (T) will be settled and funds transferred to the Merchant on the subsequent business day (T+1). However, settlements will only be made on regular business days. If the next day (T+1) falls on a weekend or a public holiday, the settlement will occur on the next business day;
- 6.4.6. The Merchant is liable for any loss caused to Peach Payments related to a Disputed Transaction. This includes the Transaction amount that was charged back, but also any potential fees, fines or penalties imposed by any Payment Scheme or Payment Method Acquirer or Payment Method Provider. Peach Payments may levy an administration fee of R 200.00 per Dispute received;
- 6.4.7. If Proceeds held on the Merchant's behalf are insufficient to accommodate the above, the Merchant is liable to pay Peach Payments for such amounts;
- 6.4.8. Peach Payments may delay settlement until it has resolved any uncertainty of the final amount due to be settled by Peach Payments to the Merchant. This may occur where there has been any actual or suspected Dispute, fraud, or compliance violation in relation to the Transaction or the Merchant's business, or due to there being outstanding, incomplete, or incorrect KYC documentation in relation to the Merchant, or the occurrence of any insolvency event in relation to the Merchant. In addition, we might require additional documents from you evidencing proof of delivery, or a valid issued tax invoice in respect of an order ("**Order Verification Docs**"). All balances and disbursements are ZAR denominated;
- 6.4.9. Peach Payments will take reasonable steps to process requested refunds to Payers to the extent that the Payment Method allows for refunds to be processed. The Merchant must provide all information that Peach Payments may require in relation to such refund request, including proof of sale, delivery, cancellation, and request for a refund. Unless otherwise agreed with Peach Payments, the Merchant must not refund the customer directly, but should request a refund from Peach Payments in writing confirming the transaction and the amount to be refunded. Peach Payments will deduct the refund amount from the next settlement;
- 6.4.10. Peach Payments is not obliged to settle amounts related to invalid or fraudulent transactions. The Merchant indemnifies Peach Payments against any loss or expenses Peach Payments might incur in connection with invalid or fraudulent Transactions

concluded by the Merchant using any Payment Method. A Transaction will be invalid if it is:

- 6.4.10.1. illegal for any reason;
- 6.4.10.2. processed after the termination or suspension of this Agreement;
- 6.4.10.3. the Merchant does not supply the goods and services transacted for within the stipulated period;
- 6.4.10.4. the Merchant accepts the Transaction without authorisation from the Customer, or without authorisation via the Peach Platform; or
- 6.4.10.5. it is fraudulent i.e., not for the supply of goods or services to a genuine customer or represents a transfer of funds rather than the supply of goods or services.

7. FRAUD PREVENTION AND COMPLIANCE WITH LAWS

- 7.1. The processing of Transactions or the making of payments may be delayed or suspended where Peach Payments has a reasonable suspicion that a Transaction may be fraudulent or involve other criminal activity.
- 7.2. The Merchant must not use the Services:
 - 7.2.1. to accept payments for goods or services where payment is not yet due and for which no invoice exists which can be presented to Peach Payments on request;
 - 7.2.2. to accept payment for illegal products or services, including materials that infringe the intellectual property rights of third parties;
 - 7.2.3. to conduct any money laundering, or any activity that constitutes a crime or a breach of Applicable Laws.
- 7.3. Peach Payments is not part of, any sales or services contracts executed between the Merchant and the Customer. The Merchant is responsible for complying with all consumer obligations, tax obligations, exchange obligations or any other obligation in terms of Applicable Laws. The Merchant bears the risk of contracting with Customers (including where payments are made by Customers to unintended recipients or payments reflect the incorrect amounts due to the input of incorrect information by Customers or the Merchant).
- 7.4. If Peach Payments has reasonable suspicion that a Transaction may be fraudulent, or involve other criminal activity, Peach Payments may suspend the processing of that, and any connected, Transaction

(and, if applicable, withhold settlement of the Transaction proceeds) until the satisfactory completion of an internal investigation.

8. TERM AND TERMINATION

- 8.1. This Agreement shall commence on with effect from the date of activation of the Services by Peach Payments, or such other date as agreed between the parties in writing and will endure indefinitely until terminated in accordance with the provisions of this Agreement.
- 8.2. The Merchant may terminate this Agreement at any time on written notice to Peach Payments. Any fees based on monthly usage will be applied for the month in which Merchant indicates the termination to Peach Payments.
- 8.3. Peach Payments reserves the right to suspend Merchant's access to the Services partially or in full, or terminate this Agreement, immediately upon notice to Merchant if:
 - 8.3.1. Merchant is in breach of any of the provisions of this Agreement and fails to remedy the breach on 14 days' written notice;
 - 8.3.2. Peach Payments is requested or required to do so by a Payment Scheme, a Payment Method Acquirer, or a Provider of a Payment Method; or
 - 8.3.3. if Peach Payments determines that continuing to provide the Services to the Merchant represents increased risk of loss or liability or risk to reputation to Peach Payments; or
 - 8.3.4. the Merchant engages in, or is suspected of engaging in, any trading practices or other activity which might give rise to fraud or any other criminal activity; or
 - 8.3.5. the Merchant breaches any Payment Scheme Rules; or
 - 8.3.6. where any Payment Scheme Rule would otherwise be broken by either the Merchant or Peach Payments; or
 - 8.3.7. Peach Payments is or may be subject to fines from a Payment Scheme, or Payment Method Acquirer, Payment Method Provider or other third party arising from the provision of the Services to the Merchant.
- 8.4. Outside of the circumstances in 8.3, Peach Payments may suspend Merchant's access to the Services partially or in full or terminate this Agreement by giving 45 days' written notice to Merchant.
- 8.5. This Agreement may be terminated immediately by either party on written notice to the other, if in respect of the other party to this Agreement:
 - 8.5.1. an order or declaration is made, steps are taken, or a resolution is proposed or passed for the administration, business rescue, custodianship, curatorship, bankruptcy,

liquidation, sequestration, winding up, (whether provisional or final) or deregistration of such other party;

8.5.2. such other party is unable (or admits inability) to pay its debts generally as they fall due or it becomes (or admits to being) otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or proposes or seeks to make or makes a general assignment or any arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness;

8.5.3. such other party has any execution, attachment or other proceedings levied or enforced against its assets unless an application to rescind the relevant execution or attachment order is successfully brought by that person within 21 days of having become aware of the relevant execution, attachment, or other similar order.

8.6. Upon effective termination of this Agreement, Peach Payments will immediately discontinue the Merchant's access to the Services.

9. **WARRANTIES**

9.1. Merchant warrants to Peach Payments that:

9.1.1. It will use the Services solely for the purposes of receiving legitimate and lawful payments in terms of all Applicable Laws;

9.1.2. the information provided by it during the onboarding process in clause 3 is true and correct;

9.1.3. its business complies with Applicable Laws;

9.1.4. it will not offer goods or services in the following market segments:

9.1.4.1. counterfeit or stolen goods;

9.1.4.2. tobacco products;

9.1.4.3. prescription drugs or regulated substances;

9.1.4.4. pornographic content; or

9.1.4.5. any other business which Peach Payments may identify, from time to time, due to regulatory, risk or operational reasons to be a restricted business on written notice to the Merchant;

- 9.1.5. the Merchant will fulfil all its obligations to each Customer for which they submit a Transaction and will resolve disputes and complaints directly with the Customer; and
 - 9.1.6. neither it nor its Merchant has ever had a contract with a Payment Scheme terminated at the direction of the Payment Scheme or at the direction of any regulatory authority or court of law.
- 9.2. Peach Payments warrants to Merchant that it:
- 9.2.1. will take reasonable steps to ensure that the Services will be provided with minimal interruption, be available on a 24 hour per day basis, and that upon discovery of any defects, these are addressed timeously in accordance with the service levels set out in Annexure B. However, due to the nature of the Services, these are necessarily provided on an “as is” and “as available” basis to the maximum extent permitted by Applicable Law. This is because the Services are largely dependent upon many factors beyond Peach Payments' control, including, but not limited to delays in the banking system or in card networks;
 - 9.2.2. has the necessary licences, authorisations, consents, and/or other regulatory permissions as are necessary in accordance with Applicable Law and the Payment Scheme Rules in order to provide the Services; and
 - 9.2.3. provides the Services in a professional manner and according to industry security standards and the service levels set out in Annexure B. However, due to the nature of the Services, the Merchant acknowledges that they use them at their own risk.
- 9.3. Each party warrants to the other that:
- 9.3.1. it has full capacity and authority to enter into and perform its obligations under this Agreement;
 - 9.3.2. this Agreement is executed by a duly authorised representative of that party;
 - 9.3.3. it has the necessary skills and resources to comply with the obligations assumed by it in terms of this Agreement;
 - 9.3.4. the conclusion and/or compliance by that party of its obligations hereunder shall not breach any Applicable Law or agreement binding on it;
 - 9.3.5. all information supplied to the other party is true, accurate and complete in all respects; and
 - 9.3.6. it will not do anything, or engage in any activity, which is likely to adversely affect or damage the other party's good name and/or reputation.

10. INTELLECTUAL PROPERTY

10.1. Other than is provided for in this agreement:

10.1.1. all Intellectual Property belonging to either of the parties will remain the property of such party and the other party will not acquire any right, title, or interest in and to such Intellectual Property in terms of this agreement;

10.1.2. each party will not reverse assemble, decompile, reverse engineer, or otherwise attempt to derive source code (or any algorithms) from such Intellectual Property, except as specifically authorised in writing by the party owning such property or as specifically provided in terms of this agreement;

10.1.3. neither party shall in any manner alter, remove, or affect the display of the respective Intellectual Property rights notices (and disclaimers) of the other party and/or their vendors and licensors without the prior written approval of the other party, and their vendors or licensors where applicable; and

10.1.4. neither party may use the other party's Intellectual Property, and specifically trade names, logos or any derivative or component thereof without the prior written approval of the other party.

10.2. Each party is responsible, at its cost, for licensing intellectual property rights owned or controlled by any person other than the party concerned that may be included within the Intellectual Property of that party from time to time to the extent that such third-party intellectual property is used in respect of the Intellectual Property of such party.

11. INDEMNITY AND LIMITATION OF LIABILITY

11.1. Peach Payments does not assume any liability for the products or services purchased by way of using its Services.

11.2. Under no circumstances shall any party be liable for any indirect, extrinsic, special, or consequential loss or damage of any kind whatsoever or howsoever caused, including any loss of commercial opportunities or loss of profits.

11.3. A party will not be responsible to the other party for any loss arising from any circumstances beyond the reasonable control of such party, including any failure or malfunction in software or systems, any delay or error in an electronic communication (including a communication via cellular telephones), failure or malfunction in any supporting or shared networks.

11.4. Each party indemnifies the other party from and against any loss, damage, costs, expenses and liabilities which such other party may suffer or incur as a result of or in connections with any claim by any third party arising out of the actions or omissions of the first-mentioned party, save to the extent

that the legal action or claim arises out of the fraud, gross negligence or wilful misconduct of the party so indemnified.

- 11.5. The use of any electronic means of communication is entirely at a party's risk and the other party does not warrant that such communication shall meet any criteria of accuracy, completeness or reliability of information, performance, or quality.
- 11.6. Each party's liability to the other is limited to a maximum amount equal to the total amount of all Fees (excluding any pass-through fees levied by the Payment method Acquirers or Payment Method Providers) paid by the Merchant to Peach Payments within the 3-month period preceding the date on which the incident giving rise to the liability first occurred. For incidents that occur over an extended period, the commencement of the incident will be deemed to be the first occurrence or act giving rise to the liability.

12. DATA PROTECTION

12.1. For the purposes of this clause:

12.1.1. **Data Protection Laws.** Any Applicable Laws relating to data protection or data privacy, including the Protection of Personal Information Act (No. 4 of 2013) and any other data protection legislation and/or regulation applicable to the parties in respect of Personal Information which may be processed by the parties in terms of this agreement; and

12.1.2. **Personal Information.** 'Personal information' as defined in the Protection of Personal Information Act (No. 4 of 2013).

12.2. The parties will comply with all applicable requirements and obligations of the Data Protection Laws.

12.3. Each party shall take all appropriate technical and organizational security measures to ensure that Personal Information ("**Discloser's Data**") supplied by the other party ("**Discloser**") in connection with this agreement is protected against loss, destruction, and damage, and against unauthorized access, use, modification, deletion, disclosure, or other misuse.

12.4. Each party shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to the Discloser's Data and shall establish and maintain appropriate safeguards against any risks identified. The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards.

12.5. Each party warrants, represents and undertakes that it shall ensure that its technology on which the Discloser's Data is processed, shall always be in a standard no less than the standards which comply with the best industry practice for the protection, control, and use of the Discloser's Data.

- 12.6. Where Peach Payments processes Personal Data of a Customer while processing Transactions on behalf of the Merchant, the parties shall comply with the Data Processing Addendum, which is incorporated into this Agreement as Annexure C.

13. **CONFIDENTIALITY**

- 13.1. Each party may in the execution of this agreement come into possession of Confidential Information. Each party will treat all Confidential Information, as well as the existence and contents of this agreement, as confidential and to use and divulge it only as far as is necessary for purposes of this agreement.
- 13.2. The obligations set out in this clause do not apply to information which:
- 13.2.1. at the time of its disclosure had already been published or was otherwise publicly available; or
 - 13.2.2. subsequent to its disclosure became (through no fault or failure of either of the parties) part of the public domain; or
 - 13.2.3. at the time of its disclosure can be shown by a party to have been in its possession prior to the disclosure thereof.
- 13.3. The provisions of this clause 13 shall endure irrespective of the termination of this agreement.
- 13.4. Subject to Applicable Law, Peach Payments may share information with the Card issuers, Payment Schemes and relevant Payment Method Acquirers to the extent reasonably necessary or appropriate to comply with Applicable Law or Payment Scheme Rules.

14. **LEGAL ADDRESS AND NOTICES**

- 14.1. Each of the parties chooses the addresses set out in clause 2 at which to receive notices and legal process in terms of this agreement ("**Legal Address**"), or as otherwise notified in writing.
- 14.2. Notices, to be valid, must be in writing, and may be given by e-mail.
- 14.3. Notices are deemed to have been received on the date of delivery by hand to a responsible person at, or transmission of the email to, the chosen Legal Address, during ordinary business hours. If delivery occurs outside of ordinary business hours, it shall be deemed to have been received at 08h00 (SAST) on the next business day.
- 14.4. A written notice actually received by a party shall be valid even if it was not delivered at its chosen Legal Address.

15. **COSTS**

Each party shall pay its own costs in connection with this agreement.

16. **ASSIGNMENT**

The Merchant may not cede, assign, or transfer any of its rights and obligations under this Agreement without Peach Payments' prior written consent (such consent not to be unreasonably withheld or delayed). Peach Payments may cede, assign, or transfer its rights and obligations under this Agreement, without the prior written consent of the Merchant.

17. **GENERAL PROVISIONS**

17.1. Governing Law

This agreement and any dispute or claim (including non-contractual claims disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.

17.2. Whole Agreement

17.2.1. Any amendment or cancellation of this agreement must be agreed between the parties in writing.

17.2.2. This agreement encompasses the whole and only agreement between the parties relating to its subject matter. No term, representation, or warranty is binding unless set out in this agreement.

17.2.3. No indulgence or waiver of any provision of this agreement shall be binding unless given by the relevant party in writing.

17.3. Interpretation

In this agreement:

17.3.1. a reference to an enactment is to that enactment as at the Signature Date as amended and includes any subordinate legislation made from time to time under such enactment

17.3.2. a reference to any other agreement or document shall be to such agreement or document as amended;

17.3.3. the words "**include**", "**including**" and "**in particular**" are by way of example only and shall not limit the generality of any preceding words;

17.3.4. the words "**other**" and "**otherwise**" shall be interpreted as widely as possible and will not be limited by any preceding words;

- 17.3.5. a particular jurisdiction’s law process shall, if a party is subject to another jurisdiction’s law, be interpreted in relation to that party as including an equivalent or analogous proceeding under such other law; and
- 17.3.6. a number of days shall exclude the first day and include the last day. If the last day is not a business day, the last day shall be the next business day.
- 17.3.7. clauses shall continue to operate after the termination of this agreement if necessitated by their nature;
- 17.3.8. if figures are referred to in numerals and in words and there is a conflict between the two, the words shall prevail;
- 17.3.9. its provisions shall not be interpreted against the party drafting it; and
- 17.3.10. if any provision becomes illegal, invalid, or unenforceable, such provision shall be severed, to the extent of its illegality, invalidity, or unenforceability, from the balance of this agreement.

18. COUNTERPARTS

This agreement may be signed in counterparts.

SIGNED by the parties as follows:

For PEACH PAYMENT SERVICES PROPRIETARY LIMITED

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

For THE MERCHANT

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Annexure A – SERVICES SCHEDULE

All services will start to be billed for the full month in which the Agreement is concluded.

All prices are net and are stated in ZAR.

V.A.T. will be added where applicable.

Peach Payments will render the following services to the Merchant in consideration for the Fees set out below.

I. MERCHANT SETUP AND PROVISION OF PAYMENT METHODS

	ONCE-OFF	MONTHLY
Peach Payments Merchant Setup <i>Includes User-Management, Reporting, API, Provision of Credit Card Acceptance Interface to Acquiring Bank</i>	ZAR0.00	
Monthly Fixed Fee		ZAR.00

II. TRANSACTION PROCESSING

Processing fee applicable to **all payment methods**.

ZAR1.50	PER TRANSACTION
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All attempted Transactions are billed irrespective of whether they are successful (ACK) or failed (NOK). Transactions include Pre-Authorisation (PA), Debit (DB), Capture (CP), Refund (RF), Reversal (RV) and Credit (CD). Each individual Transaction type executed on the platform is billable, e.g., a Pre-authorization (PA) and a subsequent Capture (CP) Transaction are billed as 2 Transactions.

III. SPECIAL TRANSACTIONS

Transaction processing for special Transactions

	PER TRANSACTION
Credit / Refund, Reversal / Scheduling (CD, RV, RF, SD)	ZAR 3.00

Additional charges from the Acquiring Bank or the Provider of the Payment Method might apply.

* Registration Transactions are triggered only when a card is stored by the Merchant with Peach Payments. This Transaction type will create a token on the Peach Payments platform.

IV. PAYMENT METHOD ACCEPTANCE

If a Merchant uses a Payment Method, the Merchant must accept and comply with the Payment Method T's and C's.

PAYMENT METHOD	VOLUME-BASED TRANSACTION FEE (in % of total value of payments processed)	ADDITIONAL FEE (PER TRANSACTION)
Card	Local SA Card with 3DS - 2.95% Local SA Card (no 3DS) - 3.5% International Cards – 3.5% Admin Fee per Disputed Transaction – R100.00	
PayByBank	1.50%	-
Mobicred	3.50%	-
ZeroPay	4.75%	2.00 ZAR
Finchoice Pay	WAIVED	WAIVED
PayFlex	5.25%	4.00 ZAR
PayPal	Volume based rates as referenced in agreement between Merchant and PayPal	

V. CARD TOKENISATION AND RISK MANAGEMENT

Registration (RG)* FEE PER TRANSACTION	ZAR 3.00
Monthly Subscription Billing / Tokenisation	ZAR200.00 per month
Risk Management	ZAR 0.02 per OP

Additional charges from the Payment Method Acquirer or the Provider of the Payment Method might apply.

* Registration Transactions are triggered only when a card is stored by the Merchant with Peach Payments. This Transaction type will create a token on the Peach Payments platform.

VI. PLATFORM FEE (IF APPLICABLE)

This platform fee is only applicable to transactions processed on eCommerce stores hosted on the **Shopify eCommerce platform**. The platform fee indicated below will be charged on the total value of payments processed. Please note that these fees are in addition to any other fees referred to under this Service Schedule.

Volume-based Fee (in % of total value of payments processed)	0.2%
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VII. ADDITIONAL SETTLEMENT FEES FOR CARD ACCEPTANCE FEES, WHERE APPLICABLE FOR PLATFORM PARTNER MERCHANTS

The following variable fees are charged by Peach Payments in connection with the acceptance of card payments.

SETTLEMENT FEES AS % OF GROSS TURNOVER	PRICES
LOCAL SOUTH AFRICAN CARDS (3DS)	%
NON-SOUTH AFRICAN- ISSUED CARDS	%
LOCAL SOUTH AFRICAN CARDS (NO 3DS)	%

VIII. PEACH BANK ACCOUNT HOLDER VERIFICATION

Verifies a bank account holder via the South African bank processing networks.

The Merchant warrants that it has acquired the necessary permissions and consents to submit any bank account details for verification. The Merchant warrants that it is authorized to verify these details against our database or any related service we provide.

The Merchant can initiate a BANV request by uploading the batch manually or via the API. A BANV request will submit data relating to the verification of a batch of account numbers. Once a batch has been submitted, a Check Digit Verification (“CDV”) check will be performed on the account details provided.

If any of the bank accounts fail the CDV check, there will be a return response with a result message confirming that the account is invalid. If any of the bank accounts pass the CDV check the batch will be accepted and will proceed to be verified by the account holder’s bank.

There are two types of BANV Services (i) BANV for account holder verification in real-time with a 60 second response; and (ii) BANV for account holder verification with a 120-minute response.

It is the Merchant’s responsibility to ensure that the bank account details provided for verification are accurate and correct. We shall not be held responsible for any inaccuracies or errors submitted by you during the verification process.

Bank Account Holder Verification (per bank account)	PRICES
Standard (single, or via batch)	ZAR 3.95
Real Time Verification	ZAR 7.95

IX. PEACH PAYMENT LINKS

The Peach Payment Links solution offers Merchants an online portal via which they are able to collect invoice or bill payments, donations, or other payments from the Customer. The Merchant can trigger an email or SMS or Whatsapp containing a payment link that will be sent to the Customer. The Customer can then complete the Transaction choosing from selected payment methods (as available to the Merchant in the country selected).

The Merchant is solely responsible for (i) ensuring that the details inputted for creating the payment link are accurate and correct, and (ii) inputting the correct contact details when sending the payment link to Customers.

Peach Payments is not liable for any misuse or unauthorized use of Customer contact information. The Merchant warrants that it has the necessary permissions, consents, or rights to contact the Customer via the chosen method (SMS, WhatsApp, email) and that such contact does not violate any privacy laws, regulations, or guidelines.

The Merchant must not include any malicious, misleading, illegal, or harmful content within the payment link or any associated attachments.

	PRICES
Per completed Transaction (additional to payment method fees)	ZAR 0.50
SMS Charges - South African Mobile Numbers	ZAR 0.25 per SMS
SMS Charges – Non-South African Mobile Numbers	Charges vary per country - please contact account manager for latest pricing
Whatsapp	Charges vary per country - please contact account manager for latest pricing

X. PEACH PAYOUTS

Peach Payments offers Merchants an aggregated payments solution with EFT pay-outs into bank accounts in South Africa.

	PRICES
SDV payments – per Transaction fee	ZAR 3.20
SDV payments – Unpaid	ZAR 3.20

XI. TECHNICAL SUPPORT AND CONSULTING

	PRICE PER 30 MIN
Technical support general enquiries	ZAR 350
Technical support urgent enquiries	ZAR 450
Consulting	To be agreed on a case-by-case basis

Peach Payments only charges for technical support for enquiries that relate to issues outside of Peach Payments' realm of responsibility. Consulting Fees will be charged based upon the skill level required to perform the consulting service and will be agreed on a case-by-case basis.

Annexure B – SERVICE LEVELS FOR CARD PROCESSING

The following terms describe the service delivery metrics to be used in measuring the Card processing Services being delivered by Peach Payments on an ongoing basis.

In this Service Level Agreement, all services that are rendered and/or performed by external third parties other than Peach Payments (are excluded in the definitions of the availability, reliability, or target resolution time. This applies specifically to – but is not limited to – services provided for hosting, communication or data networks and services in the realm of responsibility of the Provider of payment methods, such as card schemes, risk management providers or acquiring banks.

1 DEFINITIONS

1.1 Processing Services

All technical functionality of the Services that support the processing of Card Transactions, including the provisioning of the Transaction platform and the link to the provider of the payment method shall be considered the PROCESSING SERVICES under this Agreement.

1.2 Service Hours

The Processing Services under this Service Level Agreement will be rendered 24 hours per day for 7 days per week, excluding the periods of Scheduled Maintenance Windows as referred to in 1.4.

1.3 Performance Metrics

All metrics and performance parameters will always be measured and/or calculated on a monthly basis, i.e., using the cumulative result of the incidents or times being measured applicable during one month in which the Services were delivered.

1.4 Availability

PEACH PAYMENTS' services are deemed available if the servers via which the agreed services are running, are connected via an access node with the Internet and the services run free of significant defects (Error Categories 1 and 2).

In order to sustain the quality and security of PEACH PAYMENTS' services, the Parties agree on Scheduled Maintenance Windows of up to a maximum of 3 (three) hours per month. During these Scheduled Maintenance Windows, the Services are deemed available for the purposes of calculating the Availability. Peach Payments will provide the Merchant with no less than 14 days' notice of any planned Scheduled Maintenance Windows.

1.5 Resolution Time

This is the time that elapses between Merchant reporting a problem via the referenced support platform and the Service being fully restored and available, being provided free from the reported error.

Merchant is required to report the problem by providing sufficient information that supports the identification process.

2 ERROR CATEGORIES

2.1 Error Category 1

A malfunction is considered an Error of Category 1 if the Services cannot be provided due to circumstances that are within PEACH PAYMENTS' scope and causes a complete or partial interruption of the services that prevent the MERCHANT from performing payment Transactions.

2.2 Error Category 2

A malfunction is considered an Error of Category 2 if the Services provided are faulty and can be used by the MERCHANT and by the MERCHANT's customers with substantial drawbacks only.

Example: One or several system functionalities of the payment system, e.g., scheduling or registration Transactions are not available, and the payment system therefore can only be used with significant drawbacks.

2.3 Error Category 3

A malfunction is considered an Error of Category 3 if the Services provided are faulty but can be used by the MERCHANT and by the MERCHANT's customers with drawbacks, while the main processing functions are available.

Examples: Analysis or reporting functions indicate incorrect values or risk management functions are not available.

2.4 Error Category 4

A malfunction is considered an Error of Category 4 if all payment processing functions are available and are performed correctly and can be used by the MERCHANT and by the MERCHANT's customers without drawbacks, but layout or graphical interfaces are compromised.

Examples: Corporate design of forms or User Interface functionality of minor features or reports are compromised.

2.5 Other malfunctions

Malfunctions in PEACH PAYMENTS' provision of services does not constitute errors in the context of this Service Level Agreement if they occur due to unforeseeable circumstances outside of PEACH PAYMENTS' scope of influence. Such circumstances include for example Force Majeure, systems breakdown due to DoS attacks, general telecommunication failures or actions or omissions of parties outside of PEACH PAYMENTS' of influence.

3 CONTRACTUAL TARGET AVAILABILITY

PEACH PAYMENTS aims to always maintain the uptime and availability of its Processing Services outside the Scheduled Maintenance Windows and will undertake to use its reasonable endeavours to provide the Processing Services without any interruptions. However, although PEACH PAYMENTS uses reasonable care and diligence to ensure that the Processing Services are available, accurate, error-free, secure, and reliable, PEACH PAYMENTS makes no representations or warranties, implied or otherwise, that the Processing Services will be available, accurate, error-free, secure, reliable and 100% uninterrupted.

Should the availability as defined in C.1.4 fall short of 99.0% during one calendar month, the provisions of C.5 shall apply.

4 TARGET RESOLUTION TIMES

PEACH PAYMENTS will undertake to rectify reported errors within the following time frames:

Error Category	Error Resolution Time
1	6 hours
2	12 hours
3	2 business days
4	In a timely manner within the regular software release cycles

5 SERVICE CREDITS

In case of a shortfall on the Contractual Availability and where PEACH PAYMENTS fails to resolve errors of Category 1 to 4 within the specified Error Resolution Time that led to the services being free of errors short of the Contractual Target Availability within one particular calendar month, the Parties agree to liquidated damages according to the following table. The damages shall be calculated as a percentage of the monthly Transaction fees invoiced by PEACH PAYMENTS to Merchant during that particular month and applied as Service Credits against the next invoice.

Deviation in percentage points	Applicable Service Credits
< 0.5%	10 %
> 0.5% to 1.0%	20%

> 1.0% to 2.0%	50%
> 2.0%	100%

By way of granting the Service Credits listed above as liquidated damages, all claims for damages by Merchant that are not caused by PEACH PAYMENTS' wilful misconduct or gross negligence are discharged.

6 REPORTING OF ERRORS

All errors must be reported via email to support@peachpayments.com or via submitting a ticket on PEACH PAYMENTS' support platform at <http://support.peachpayments.com>.

When reporting an error, Merchant is required to provide sufficient information that helps identifying the problem.

7 SUPPORT SERVICES

PEACH PAYMENTS offers support during office hours to help resolve issues relating to the use of the PEACH PAYMENTS platform, the payment processing and the use of software provided by PEACH PAYMENTS.

It is in Merchant's sole responsibility to provide service to its Merchants for any and all issues related to its products and services, including, but not limited to issues arising from the processing of customers' cards through PEACH PAYMENTS' Service.

Annexure C – DATA PROCESSING ADDENDUM

1 DEFINITIONS

All capitalized words and phrases not otherwise defined within the body of this Annexure C shall have the meanings set forth in the Master Service Agreement. The following definitions apply to this Annexure C.

"Controller" or **"Responsible Party"** means the entity or entities which alone or jointly with others determines the purposes and means of the processing of the Customer Personal Data.

"Customer Personal Data" means any Personal Data relating to the Customers that Merchant provides to Peach Payments in connection with the Services, or any Personal Data in turn generated by Peach Payments from such Personal Data provided.

"Data Protection Laws and Regulations" means all laws and regulations, applicable to the Processing of Personal Data under the Master Service Agreement.

"Data Subject" means the identified or identifiable person to whom Customer Personal Data relates.

"Personal Data" means any information relating to (i) an identified or identifiable natural person or (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

"Processing" means any operation or set of operations which is performed upon Personal Data, whether by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and **"Process"** and **"Processes"** shall have a corresponding meaning.

"Processor" or **"Operator"** means an entity which Processes Personal Data on behalf of a Controller.

"Sub-processor" means any entity which Processes Customer Personal Data on behalf of Peach Payments.

2 PROCESSING OF USER PERSONAL DATA

Roles of the Parties. With regard to the Processing of Customer Personal Data under the Master Service Agreement, Merchant is the Controller, Peach Payments is the Processor, and Peach Payments may engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors".

Processing of Customer Personal Data. Merchant shall, in its use of the Services, Process Customer Personal Data in accordance with the requirements of Data Protection Laws and Regulations. Merchant's instructions for the Processing of Customer Personal Data shall comply with Data Protection Laws and Regulations. Merchant shall have sole responsibility for the accuracy, quality, and legality of the Customer Personal Data and the means by which Merchant acquired the Customer Personal Data and ensuring that disclosure of the Customer Personal Data to and the Processing of Customer Personal Data in order to provide the Services in accordance with the Master Service Agreement by Peach Payments is in accordance with the Data Protection Laws and Regulations.

Compliance with Data Protection Laws. Peach Payments shall process Customer Personal Data in accordance with the Data Protection Laws.

Data Protection Impact Assessment. Upon Merchant's request Peach Payments shall provide Merchant with reasonable cooperation and assistance needed to fulfil any obligation of Merchant under the Data Protection Laws and Regulations to carry out a data protection impact assessment related to the processing of Customer Personal Data to the extent Merchant does not otherwise have access to the relevant information and to the extent such information is available to Peach Payments. Peach Payments shall provide reasonable assistance to Merchant in the cooperation or prior consultation with any supervisory authority in the performance of its tasks to the extent required under the Data Protection Laws and Regulations. To the extent legally permitted, Merchant shall be responsible for any costs arising from Peach Payments' provision of any assistance under this clause.

Peach Payment's Processing of Customer Personal Data. Peach Payments shall Process Customer Personal Data only on Merchant's documented instructions unless required to do so by applicable Data Protection Laws and Regulations. Merchant warrants that the Master Service Agreement; any Schedule and any instructions it gives to Peach Payments for the Processing of Customer Personal Data are Controller's documented instructions.

Details of the Processing. The subject-matter of Processing of Customer Personal Data by Peach Payments is the performance of the Services pursuant to the Master Service Agreement (as supplemented by any Schedule). The duration of the Processing, the nature and purpose of the Processing, the types of Customer Personal Data and categories of Data Subjects Processed under this Annexure are further specified in Schedule 1 (Details of the Processing) to this Annexure C.

3 DATA SUBJECT REQUESTS

Regulatory requests. Peach Payments shall notify Merchant of any legally binding request for disclosure of Customer Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

Data Subject Requests. Peach Payments shall, to the extent legally permitted, promptly notify Merchant via email if Peach Payments receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making in each case in relation to the Customer Personal Data ("Data Subject Request"). Considering the nature of the Processing, Peach Payments shall assist Merchant by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Merchant's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent that Merchant, by its use of the Services, does not have the ability to address a Data Subject Request, Peach Payments shall upon Merchant's request provide commercially reasonable efforts to assist Merchant in responding to such Data Subject Request, to the extent Peach Payments is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Merchant shall be responsible for any costs arising from Peach Payments' provision of such assistance.

Notification by the Customer. Merchant must make any Data Subject Request or request for assistance in relation to a Data Subject Request by sending a ticket to privacy@peachpayments.com

4 PEACH PAYMENTS PERSONNEL

Confidentiality. Peach Payments shall ensure that its personnel engaged in the Processing of Customer Personal Data are informed of the confidential nature of the Customer Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements.

Reliability. Peach Payments shall take commercially reasonable steps to ensure the reliability of any Peach Payments' personnel engaged in the Processing of Customer Personal Data.

Limitation of Access. Peach Payments shall ensure that Peach Payments' access to Customer Personal Data is limited to those personnel performing Services in accordance with the Master Service Agreement.

5 SUB-PROCESSORS

Appointment of Sub-processors. Merchant acknowledges and agrees that (a) Peach Payments' affiliates may be retained as Sub-processors; and (b) Peach Payments and Peach Payments' affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services provided that Peach Payments or the relevant affiliate has entered into a written agreement with each Sub-processor containing data protection obligations no less protective than those in this Data Processing Addendum with respect to the protection of Customer Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.

Liability. Peach Payments shall be liable for the acts and omissions of its Sub-processors to the same extent Peach Payments would be liable if performing the services of each Sub-processor directly under the terms of this Annexure C.

6 SECURITY

Controls for the Protection of Customer Personal Data. Peach Payments shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Personal Data), confidentiality and integrity of Customer Personal Data taking into account the state of the art, costs or implementation and the nature, scope, context and purpose of processing. Peach Payments regularly monitors compliance with these measures. Peach Payments may update or modify such security measures but will not materially decrease the overall security of the Services during the term of the Master Service Agreement.

Confidentiality of Processing. Peach Payments shall ensure that any person that it authorizes to process the Customer Personal Data (including its staff, agents, and subcontractors) shall be subject to a duty of confidentiality (whether a contractual or a statutory duty) that shall to the extent permitted by law survive for 5 years after the termination of their employment and/or contractual relationship.

Data Incidents. Peach Payments maintains security incident management policies and procedures and shall notify Merchant without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data transmitted, stored or otherwise Processed by Peach Payments or its Sub-processors of which Peach Payments becomes aware (a "**Merchant Data Incident**"). Peach Payments shall make reasonable efforts to identify the cause of such Merchant Data Incident and take those steps as Peach Payments deems necessary and reasonable to remediate the cause of such a Merchant Data Incident to the extent the remediation is within Peach Payments' reasonable control. The obligations in this clause shall not apply to incidents that are caused by Merchant or the Merchants.

Breach notification. Upon becoming aware of any Merchant Data Incident, Peach Payments shall notify Merchant without undue delay and pursuant to the terms of the Master Service Agreement, but within no more than seventy-two (72) hours and shall provide such timely information as Merchant

may reasonably require enabling Merchant to fulfil any data breach reporting obligations under Data Protection Laws and Regulations. Peach Payments will take steps to immediately identify and remediate the cause of such incident. Peach Payments' obligation to report or respond to a Merchant Data Incident shall not be construed as an acknowledgment by Peach Payments of any fault or liability of any kind.

7 INTERNATIONAL TRANSFER OF PERSONAL DATA

To the extent that Peach Payments processes Personal Information outside of South Africa, such transfer shall be effected in terms of applicable Data Protection Laws and Regulations whether by reference to the destination of the transfer (for example where made to a foreign country found to have "adequate level of protection" under applicable Data Protection Laws and Regulations); or by the use of standard data protection clauses in a contract or otherwise. The provisions of this Annexure shall constitute Merchant's instructions with respect to International Transfers.

8 RETURN AND DELETION OF CUSTOMER PERSONAL DATA

On termination or expiry of the Master Service Agreement, Peach Payments shall return Customer Personal Data to Merchant or, to the extent allowed by Applicable Law, delete Customer Personal Data in accordance with the procedures and timeframes specified in the Master Service Agreement except where it is required by law to retain any data.

9 LIMITATION OF LIABILITY

Each party's liability, taken together in the aggregate, arising out of or related to this Annexure and whether in contract, delict or otherwise, is subject to the limitation provision in the Master Service Agreement and shall be treated as liability under the Master Service Agreement, and any reference in any such limitation to the liability of a party means the aggregate liability of that party under the Master Service Agreement including this Annexure. For the avoidance of doubt, Peach Payments' total liability for all claims from Merchant arising out of or related to the Master Service Agreement shall apply in the aggregate for all claims under the Master Service Agreement including this Annexure.

SCHEDULE 1 TO ANNEXURE C

Nature and Purpose of Processing

Peach Payments will Process Customer Personal Data as necessary to

- Provide, improve, and develop the Services;
- Take steps to prevent, detect or prosecute fraud, or other offences and/or to comply with Applicable Laws;
- As further instructed by Merchant in its use of the Services.

Peach Payments may take steps to derive anonymised data from Customer Personal Data and may use and disclose anonymised Customer Data for any purpose, including market research and trend analysis.

Duration of Processing

Subject to 8 of the Data Protection Addendum, Peach Payments will Process Customer Personal Data for the duration of the Master Service Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Merchant may submit Customer Personal Data when using the Services, the extent of which is determined and controlled by Merchant in its sole discretion, and which may include, but is not limited to Customer Personal Data relating to the following categories of data subjects:

- Customers, business partners and vendors of Merchant (who are natural persons)
- Employees or contact persons of Merchant's vendors or business partners
- Employees, agents, advisors, freelancers of Merchant (who are natural persons)

Type of Personal Data

Merchant may submit Customer Personal Data to the Services, the extent of which is determined and controlled by Merchant in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Business Contact information (company, email, phone, physical business address)
- ID data
- Personal Email Address
- Account Numbers
- Cardholder Primary Account Number (Debit/Credit)

Annexure D – DEBIT ORDER AUTHORISATION

Company Name / Surname:	
Trading Name / Full Names:	
Contact Person:	
Registration No: / ID No:	
Postal Address:	
Phone:	
Email:	

Recurring Debit Order Authorization:

Bank:
Account Number:
Account Type:
Name of Account Holder:
Short Code for Debit Order
Unique Reference Number for Debit Orders

I/We, the client, or the duly authorized representative(s) thereof, hereby authorize Peach Payment Services (Pty) Ltd (“Peach Payments”) and/or its agents to collect by means of electronic debit from the above account all or any monies due by

Company Name:

to Peach Payments and to pay same to Peach Payments. The authority so given is restricted to the amount equal to the outstanding obligation as agreed and defined in the Master Service Agreement I/We have agreed to with Peach Payments Services (Pty) Ltd and as invoiced by Peach Payments. The deduction will occur within the first 10 business days of the month. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally.

Terms & Conditions

1. I/We, the authorized signatory/ies, warrant that I/We are duly authorized to sign this Debit Order Authorization Agreement and by my/our signature hereto, confirm that I/We shall have no claims against Peach Payment Services (Pty) Ltd arising out of this debit order authorization.
2. I/We understand that if any debit order due in terms of this Debit Order Authorization is rejected by my/our bank, all related bank rejection fees, and the full amount of the initial balance in the Amounts Schedule, that remains unpaid, will be due and payable immediately on demand by Peach Payment Services (Pty) Ltd.
3. I/We undertake to ensure that adequate funds are available in the bank account detailed in this agreement, to cover the amounts due in terms of this Debit Order Authorization Agreement.
4. I/We undertake to inform Peach Payment Services (Pty) Ltd of any changes to my/our bank account details listed in the Debit Order Authorization Agreement.

