



CAPITEC PAY

TERMS AND CONDITIONS

These are the specific terms and conditions ("**Terms**") applicable to the "Capitec Pay" payment method ("**Payment Method**"), offered by Peach Payments as part of our transaction processing service. Acceptance of the Payment Method is strictly subject to these Terms. If you do not agree with these Terms, or do not wish to be bound by them, you must not use the Payment Method to accept transaction payments from your customers. Peach may update these Terms from time to time on written notice.



References to "you" or "your" are references to the merchant who has contracted with us for payment processing services. Reference to "us" or "we" or "our" is a reference to the Peach Payments entity who contracted with you to deliver payment processing services. References to "transaction" in these Terms are to transactions processed by us and accepted by you using the Payment Method.

These Terms must be read with, and are subject to, the written Master Service Agreement concluded between us. The Master Service Agreement terms still apply to your use of our payment processing services, both generally, and specifically in relation to the Payment Method.

The Payment Method. The Payment Method is an open banking solution created and developed by Capitec, which via a secure API, sends a request to pay instruction to a Capitec retail bank customer and, once authorised by the retail bank customer, processes the payment instruction. Unless otherwise agreed, the funds will be disbursed into our Capitec Business Bank Account, and we will settle your account on a weekly basis, as set out below.

Guaranteed Payment. A transaction successfully performed via the Payment Method i.e., authorised by the relevant customer, is considered irrevocable and disbursement of funds is guaranteed subject to the below exceptions. *However, you understand that an amount subject to a fraud investigation will be placed on hold until the investigation is finalised.*

Disputed Transactions. Transactions may be reversible under 2 circumstances:

-  With your consent, where the customer requests a reversal or change in amount of a payment; and
-  Where there is "confirmed fraud", *and wrong doing on your part*. "Confirmed fraud" means a transaction that was reported by a customer or third party as fraud, or where Capitec's transaction monitoring systems identified a transaction as suspicious, and after

subsequent investigation by Capitec, the transaction was found to be, on a balance of probability, fraudulent, and not voluntarily or intentionally performed by the customer.





Confirmed Fraud. In instances of confirmed fraud, the transaction may be reversed where the confirmed fraud (i) results from gross negligence or malicious intent on your part (including any acts of your employees or contractors), or (ii) where you were able to stop the underlying transaction to prevent loss or damage to the customer. The outcome of a fraud investigation is final. Where a transaction is subsequently reversed, you must bear this risk, and will be liable for ensuring the customer is put back into the position they were in prior to performing the transaction, and you indemnify us fully for any loss or damage we may incur or suffer as a result, including where we are asked to share in any risk with Capitec as a result of a confirmed fraud dispute.

Dispute Process. *If we notify you of a customer transaction dispute, you must apply reasonable efforts to place the underlying transaction on hold to avoid unnecessary loss or damage (as soon as possible).* You are responsible for sending us all information and supporting documents which we may request from you to investigate the disputed transaction as soon as possible, but in any event within 48 hours of our request.


Pricing. In addition to any other fees set out in the Master Service Agreement, the specific fees applicable to the Payment Method are confirmed in your activation email. *These fees are subject to periodical increases and are payable in ZAR.*

Merchant Criteria and Risk Mitigation Conditions. For so long as the Payment Method is active on your platform, you must meet the criteria and comply with the risk mitigation conditions set out by us or Capitec (which criteria and conditions may be updated from time to time). We may terminate our access to the Payment Method if you do not comply, or if you no longer meet the criteria.

Prohibited Industries. The following industries and business are excluded from using Capitec Pay:

-  cash loans and shell banks;
-  adult entertainment and alike;
-  sale of liquor without a valid license; and
-  any unlawful business, including but not limited to human trafficking, illegal narcotics or weapon deals, trade in counterfeit goods.

Terms Specific To Payment Method Transactions. If accepting a transaction payment using the Payment Method, you must:

-  not price that transaction higher than your standard, or usual, prices that you would charge to any other customer using any other type of payment method, including cash;

- not refuse to transact with any customer for any particular goods or services on the basis that the customer wishes to use the Payment Method to pay for such transaction;
- obtain authorisation for such transaction via the Peach Payments platform;
- retain all relevant transaction data for at least 5 years after completion of the transaction.

Settlement. We will credit your nominated bank account with the total proceeds from Payment Method transactions on a weekly basis, less any applicable amounts placed on hold due to being the subject of a transaction dispute or fraud investigations, refund amounts, chargeback amounts, and fees provided for in these Terms. We may delay settlement until we have resolved any uncertainty of the final amount due to be settled by us to you. This may occur where there has been any actual or suspected dispute, chargeback, fraud, or compliance violation in relation to the transaction or your business, or due to there being outstanding, incomplete, or incorrect KYC documentation in relation to you or your business, or the occurrence of any insolvency event in relation to you or your business (business rescue or liquidation). All balances and disbursements are ZAR denominated.

Debits. We may recover any refund amounts due to a customer, chargeback amounts, invalid transaction amounts, fraudulent transaction amounts (including an fees, costs, penalties, or expenses we may incur because of an invalid, fraudulent or disputed transaction) or Payment Method transactions fees owing to us via set-off against your weekly settlement amount or by debiting your nominated bank account. You authorise us to debit your nominated bank account for such amounts and you must notify us immediately in writing of any changes to your nominated bank account details.

Invalid/Fraudulent Transactions. A transaction will be invalid if:

- illegal for any reason;
- processed after the termination or suspension of your processing agreement with us;
- you do not supply the goods and services transacted for within the agreed period;
- you accept the transaction without authorisation from the customer, or without authorisation via the Peach platform;
- 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, or where you fail to verify the identity of the customer.

We are not obliged to settle amounts related to invalid or fraudulent transactions. We may recover from you, immediately against written demand, any amount which may have been paid

to you in respect of a fraudulent or invalid transaction. You indemnify us against any loss or expenses we might incur in connection with invalid or fraudulent transactions concluded by you using the Peach platform and the Payment Method.

Refunds. If you agree to refund a transaction, in whole or in part, you must request a refund from us in writing confirming the transaction and the amount to be refunded. You must not refund the customer directly. We will deduct the refund amount from your next settlement or debit your bank account.

Use of Name and Logo. You consent to us sharing your business name and logo with Capitec. This is so that Capitec can include you in their database of merchants that accept the Payment Method. Capitec may publish a list of participating merchants on their website, and may send marketing notifications to their customers to transact using Capitec Pay at participating merchant platforms.

Disclaimer. The Payment Method is provided without any warranty or representations (including that it will be error free, accurate and/or complete). The Payment Method is subject to the terms and conditions imposed on a customer by their own bank.

Suspension/Termination. As per the Master Service Agreement, we may suspend or terminate the Payment Method if you use the Payment Method in a way that violates these Terms or the Master Service Agreement.