



CAPITEC PAY TERMS AND CONDITIONS

Last Updated: 28 September 2023

These are the specific terms and conditions ("**Terms**") applicable to the "Capitec Pay" payment methods ("**Payment Method**"), offered by Peach Payments as part of our payment services ("**Services**"). Acceptance of the Payment Method is strictly subject to these Terms.

These Terms must be read with, and are subject to, our [Master Terms of Service](#). However, if there is any conflict between the Master Terms of Service and these Terms, these Terms will apply.

Peach may update these Terms from time to time and will publish the updated terms on our website. We will notify you in writing of any material changes.

References to "you" or "your" are references to the merchant who applied to use our Services and whose details were provided to us during our application and onboarding process. Reference to "us" or "we" or "our" is a reference to the Peach Payments entity providing the Services to you in terms of our Master Terms of Service.

References to "transaction" in these Terms are to a Capitec Pay transaction request via the Peach Payments platform in terms of which funds for or from a payer's associated account are directed to be captured with respect to a payment from a payer to you as the merchant.

Fees. The **acceptance** fee (the fee that Peach Payments charges per transactions completed using the EFT Payment Method) is set out in our fee schedule, which is accessible on our website or as communicated to you in writing during the application/onboarding process. Please note that the acceptance fee is separate to the **processing fee** which we charge you in terms of our Master Terms of Service. The processing fee is a fixed fee that Peach Payments charges per transaction submitted for processing via our platform, regardless of the type of payment method used or the amount of the transaction. The processing fee is also set out in our fee schedule, which is accessible on our Website or as communicated to you in writing during the application/onboarding process.

Name and Logo Sharing. You consent to us sharing your business name and logo with Capitec Bank. This is strictly so that the Capitec Bank can include you in their database of merchants that accept the Payment Method, and so that they can publish this list of merchants to their customers.

The Payment Method. The Payment Method is an open banking solution created and developed by Capitec Bank, 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 in terms of our Master Terms of Service.

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, 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. All other instances of "confirmed fraud" (without wrong doing on your part) will be managed by Capitec and the relevant customer and will not affect the payment to you which is guaranteed as set out above.

"**Wrong doing**" on your part means (i) where you were notified promptly of the reported, alleged or suspected fraud, but you failed to apply reasonable efforts to place the underlying transaction on hold as soon as possible in order to avoid unnecessary loss or damage; or (ii) where there was Confirmed Fraud resulting from gross negligence or malicious intent on your part, including any acts of your employees or contractors.

"**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.

In instances of confirmed fraud and wrong-doing on your part, 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.

Risk Mitigation Conditions and Criteria Applicable to High-Risk Merchants. 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.

Only once-off payment transactions are permitted, no recurring payments, subscriptions or alike are allowed.

High Risk Merchants. The following industries and types of businesses are deemed as "high risk":

- Micro-lenders;
- Crypto asset traders/platforms;
- Dealers in foreign exchange;
- Store of digital value (vouchers, e-wallets, mobile money and e-money)
- Gambling.

If you are a high risk merchant, the following risk mitigation requirements apply:

- the Merchant must verify the ID of the Customer when opening an account or onboarding the Customer with a mechanism accepted by Capitec for verification purposes;

- the Merchant is only permitted to use a verified ID as the proxy identifier for payment initiation, which proxy identifier must be non-editable in accordance with Capitec's requirements; if Capitec grants written consent for an account number to be used in the verified ID flow for high-risk Merchants the account number must be verified with Capitec using an Account Verification Service i.e. AVS transaction;
- the Merchant must provide proof of incorporation in South Africa (e.g., CIPC registration). High-risk Merchants who are not registered entities in South Africa, are automatically disqualified from using the Payment Method, irrespective of whether the end settlement from the Client is to another South African bank account;
- the Merchant may not be liquidated, de-registered, or in the process thereof;
- the Merchant may only credit the account of the paying Customer with funds received via a Capitec Pay payment. No payments to third- party accounts will be permitted, i.e. Merchant must check that the accountholder and Customer making the payment matches;
- the Merchant may only credit the Capitec bank account of the paying Customer if/when account payouts (e.g. winnings, refunds) are performed, i.e. Merchant must check that the accountholder and the Customer requesting payout matches;
- if the Merchant offers loans to Customers, then the Merchant must be a registered as a credit provider;
- if the Merchant provides services in foreign exchange, then the Merchant must be registered as an Authorised Dealer;
- if the Merchant is a Crypto Asset Service Provider, then the Merchant must be registered as an Accountable Institution, in terms of FICA, and have a formal Risk Management and Compliance Programme ("RMCP"), approved by its Senior Management. The Merchant will provide a copy of such RMCP from the Merchant where requested by Capitec on reasonable notice;
- if the Merchant provides gambling and/or betting services, then the Merchant must be registered as a Bookmaker by the Gambling and Racing Board, of the applicable province(s);
- if the Merchant offers store of value services, for purpose of wallets (including vouchers, mobile money and e-money then the Merchant must be sponsored by a Sponsoring Bank for taking and holding deposits for a third party and these store of value Merchants are required to supply a bank issued account confirmation letter confirming the account where value is stored.

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

- Cash loans and shell banks, whether registered or not;
- Adult entertainment industry;
- Trade without valid license where government-issued licenses are required to operate (e.g., Liquor, Gambling, Financial Services (FSP), Credit, Authorised Dealer in Foreign Exchange, TPPP, SO, etc.) and any unlawful business, including but not limited to human trafficking, illegal narcotics or weapon deals, trade in counterfeit goods.
- International gambling, betting and lotteries
- Anonymous businesses, where the identity of the business is unknown (e.g., Business details, ownership details, etc.)
- Businesses where the nature of business is unknown (e.g., the industry in which the business operates)
- Any unlawful business, including but not limited to human trafficking, illegal narcotics, illegal weapon deals, trade in
- Counterfeit goods, unregistered trading of unprocessed precious metals and stones, or pyramid/Ponzi schemes

The Merchant and/or their related parties are sanctioned entities or individuals, under United Nations Security Council Resolutions (UNSCR), European Union (EU), His Majesty's Treasury (HMT), Office of Foreign Asset Control (OFAC) and/or Financial Intelligence Centre Targeted Financial Sanctions (FIC-TFS) lists.