



FINCHOICE PAY

TERMS AND CONDITIONS




These are the specific terms and conditions ("**Terms**") applicable to the "Finchoice Pay" payment ("**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.

Pricing. In addition to any other fees set out in the Master Service Agreement, Peach Payments may charge additional fees specific to this Payment Method. The fees for this and all our other payment methods will be as set out in our Peach Pricing Schedule, or as otherwise agreed with you in writing.

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 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 net proceeds from *valid* Payment Method transactions on a weekly basis, less any applicable 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 the Payment Method provider. This is so that the provider of the Payment Method 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 provider may not use this information for any other purpose, nor modify this information. The Payment Method Provider will not acquire any rights in and to your name or logo, other than the right to include this information in a list of participating merchants that accept the Payment Method. You can withdraw this consent at any time – please email us at privacy@peachpayments.com. Please note that we will not pass on any of your contact information or other personally identifiable information to the provider of the Payment Method without your specific consent.