



MOBICRED

TERMS AND CONDITIONS

Last Updated: 28 September 2023

If you use Mobicred as a Payment Method, regardless of whether Peach Payments facilitates the Mobicred Transactions on your behalf, you are required to register with Mobicred directly and to adhere to the Mobicred merchant terms and conditions ("**Mobicred Terms**"). Mobicred will make contact with you to complete this registration process. Accordingly, whether or not Peach Payments facilitates Mobicred Transactions on your behalf, and settles the Proceeds of such Transactions, you are still required to conclude an agreement with Mobicred acknowledging their Mobicred Terms.

Unless you have a Merchant Account directly with Mobicred, you appoint Peach Payments to facilitate Mobicred Transactions on your behalf (including processing payment cancellations and refunds). Peach Payments may accept settlement of Transaction Proceeds made by Mobicred on your behalf and such acceptance by Peach Payments of such Proceeds constitutes a valid discharge by the Mobicred account holder (your Customer) of the purchase price in respect of the Transaction in question.

Peach Payments will need to notify Mobicred if (i) you breach, or are reasonably suspected of breaching any provision of the Master Service Agreement (including the nature and extent of any such breach or expected breach), (ii) if we receive any written notice or other advice that application is or is about to be made for your winding-up or you being placed under business rescue proceedings, (iii) prior to the termination of the Master Service Agreement

You indemnify Peach Payments against all claims which Mobicred may have against Peach Payments arising from any breach by you of the Mobicred Terms.

The use of the Payment Method via our platform is still subject to our [Master Terms of Service](#).

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.

Fees. The **acceptance** fee (the fee that Peach Payments charges per transactions completed using the 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. Where the Merchant has a merchant account directly with Mobicred for the use of Payment Method, Mobicred may charge you an acceptance or other fee (a fee for enabling the use of the specific payment method) directly. 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 or whether you have a direct merchant account with the payment

method provider. 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.