



TERMS AND CONDITIONS
FOR ONLINE PAYMENT ACCEPTANCE SERVICES

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1. DEFINITIONS AND INTERPRETATION

1.1 In this AGREEMENT, the following definitions shall apply:

3D-SECURE	A cardholder authentication process designed to reduce fraud, specifically Verified by Visa, Securecode by Mastercard, Amex SafeKey and Diners Protect Buy.
ACQUIRING BANK	The financial institute licensed by the respective Card Associations to process Transactions on behalf of a merchant.
AFFILIATE	Any person or entity controlling, controlled by or under common control with such party from time to time.
AGREEMENT	This agreement including all annexures, appendices, attachments and/or schedules thereto.
CARDS	Any payment cards supported by the Card Associations for the purposes of processing Transactions.
CARD ASSOCIATION	An entity operating a card scheme, including but not limited to MasterCard International, Visa International, Diner's Club International, American Express and any other entities operating any other card scheme as they may exist from time to.
CARD ASSOCIATION RULES	Rules, regulations and operating guidelines published and updated by the Card Associations from time to time.
CARDHOLDER	The person in whose name a card is issued by an issuing bank.
CHARGEBACK	A Transaction that is reversed because the Cardholder has disputed the Transaction.
CONFIDENTIAL INFORMATION	Information relating to one Party which is made available to the other party for the purposes of this Agreement, including any information on clients, suppliers and business processes and including all information relating to any Transactions, which is either marked as "Confidential" at the time of disclosure or can be reasonably assumed to be of sensitive nature.
INTELLECTUAL PROPERTY RIGHTS	Includes a) any copyright, design rights, patents, inventions, logos, business names, service marks and trade marks, Internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods and trade secrets, whether registered or unregistered; b) applications for registration and the right to apply for registration for any of these rights; c) all other intellectual property rights or equivalent or similar form of protection.
MERCHANT	The legal entity or individual contracting with Peach Payments in order to use the Services. In this Agreement often referred to as "You".
MERCHANT ACCOUNT	An account enabling the merchant to accept Transactions where Peach Payments administers and manages settlements on behalf of the Merchant.
PEACH PAYMENTS	Peach Payment Services (Pty) Ltd., a South African registered company, providing the Services, In this Agreement also referred to as "We".
RESERVES	An amount specified by Peach Payments in the Settlement Schedule and agreed with the Merchant, that is withheld by Peach Payments from immediate settlement in order to account for risks associated with refunds, Chargebacks and potential penalties.
SERVICES	The services provided by Peach Payments as described in 3.

TRANSACTIONS

Payments made by a Cardholder or account holder of another payment method to the Merchant, processed via the Merchant's website or mobile application and submitted to Peach Payments via an application programming interface or processed via any other facility Peach Payments offers as part of the Services.

2. INTRODUCTION

- 2.1 This Agreement forms a legal relationship between You (the Merchant) and Peach Payments.
- 2.2 Peach Payments provides to You a service that facilitates the processing of Transactions, based on the instructions received from You either in technical or other form. We do not assume any liability for the products or services purchased by way of using our Services.
- 2.3 In order to be able to provide the processing solution to You, Peach Payments has entered into agreements with Acquiring Banks and is subject to rules and regulation by the Card Associations as well as local and international regulation of payment systems and financial services.
- 2.4 By entering into this Agreement, You agree to be obliged to comply at all times with the Card Association Rules, the rules and regulations established by the Payments Association of South Africa and any other applicable laws and regulations as well as with operating guidelines Peach Payments might provide to You from time to time.
- 2.5 Under specific circumstances, the Card Associations require that You enter into a contractual agreement directly with an Acquiring Bank. In these circumstances, Peach Payments will provide You with a separate agreement that You must enter into with the Acquiring Bank in order to continue using the Services. Should You fail to enter into that separate agreement, Peach Payments may have to suspend or terminate Your Merchant Account.

3. SERVICES PROVIDED BY PEACH PAYMENTS

- 3.1 We provide To You Transaction and settlement services that allow You to accept and process Transactions from Your customers as a form of payment in exchange for Your products and services.
- 3.2 Peach Payments will make a payment platform accessible to You via application programming interfaces (APIs) and other software to enable You to use the Services. We reserve the right to require You to install or update any and all software to continue using the Services.
- 3.3 Peach Payments will pay You the value of all successful Transactions processed in accordance with the terms indicated in Clause 8 .
- 3.4 We will provide You with customer service to help resolve issues relating to Your use of the Services.
- 3.5 Peach Payments may, from time to time, introduce additional services in relation to the clearing and settlement services referred to in 3.1.

4. DURATION AND TERMINATION

- 4.1 This Agreement shall commence upon the date You agree to it (by electronically or physically indicating acceptance) and continues until terminated by either Party.
- 4.2 You may terminate this Agreement at any time. Any fees based on monthly usage will be applied for the month in which You indicate Your termination to us.
- 4.3 We reserve the right to suspend Your access to the Service and any funds otherwise pending disbursement to You, or terminate this Agreement immediately upon notice to You if
 - a. You do not comply with any of the provisions of this Agreement;

- b. If a Card Association or an Acquiring Bank requests this for any reason, including for any activity on your part that may create harm or loss to the goodwill of the card payment system;
 - c. if your business practices create a substantial risk of loss or harm to the payment system, which includes participating in illegal or prohibited activity; or
 - d. if We determine at our sole discretion that You are ineligible for the Services because of the risk associated with Your use of the Services, including without limitation credit or fraud risk, or for any other reason.
- 4.4 Outside of the circumstances in 4.3, Peach Payment has the right to terminate this Agreement by giving 14 (fourteen) days notice to You.
- 4.5 Upon effective termination, We will immediately discontinue Your access to the Services. You agree to complete all pending Transactions and stop accepting new Transactions through the Services. Any funds in our custody will be paid out to You subject to the terms of the agreed Settlement Schedule.
- 4.6 Termination does not relieve You of Your obligations under this Agreement and Peach Payments has the right to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Agreement. This includes, but is not limited to Chargebacks, Fees (as defined in Clause 9 and 10) or other items related to pending investigations.

5. REGISTRATION AND CUSTOMER ONBOARDING

- 5.1 To use the Peach Payments Services, You will have to register and complete the customer onboarding process.
- 5.2 The customer onboarding process includes a commercial approval and verification process as well as Your technical integration in order to access our Services via the application processing interfaces.
- 5.3 Your registration for our Services represents an offer to do business with Peach Payments and an application for a Merchant Account to accept Card payments via Your website or mobile application.
- 5.4 Peach Payments will conduct various checks to determine whether We can approve Your application. These checks include obtaining relevant credit bureau information on You, Your company and partners or directors of Your company. In conducting these checks, Peach Payments will request relevant information on your business background, business model and operations, Merchant location(s), and information on the principals who are running or own the business. You expressly consent that Peach Payments obtains that information and use it for compliance and risk management purposes.
- 5.5 For regulatory reasons concerning Financial Services, Peach Payments will also perform a verification process with regard to Your FICA documentation.
- 5.6 Peach Payments may disclose information concerning the Merchant to the Card Associations and/or the Acquiring Bank for use in any investigation or as part of any fraud prevention scheme they may set up. The Merchant acknowledges that the Card Associations and/or the Acquiring Bank have a right to conduct an audit on the Merchant and the Merchant must cooperate when undergoing a forensic investigation until completion.
- 5.7 You must provide the URL for Your website (e.g. www.myshop.co.za) or mobile application and Your trading name as it will appear on the Cardholders' card statement. Please note that Your Merchant Account will be specific to this website or mobile application and that You're obliged to notify us of changes to the URL and/or of significant changes to the business model.
- 5.8 Peach Payments is entitled to decide in their sole discretion whether to approve Your application for a Merchant Account. In case We determine that We decline the application, this Agreement will not take effect.
- 5.9 You or Your developer must integrate our application programming interface into Your website or mobile application at Your expense. Peach Payments will provide You with integration documentation and reasonable support for technical questions in this context. Before You can commence processing Transactions, You will have to test that Your integration is correct.

- 5.10 We reserve the right to request additional information from You, should We deem that appropriate, based on an increase of Your Transaction volume, the occurrence of chargebacks or other circumstances that might affect our risk exposure in connection with facilitating Your Transactions.
- 5.11 Please note that You are obliged to notify us of any changes in Your shareholding or statutory data and that You will need to provide us with updated FICA documentation.

6. BUSINESS CONDUCT

- 6.1 You agree that -
 - 6.1.1 You will only process Transactions that relate to a genuine sale of goods or services.
 - 6.1.2 You will accept and honour all eligible Cards presented to You by Your customers in accordance with the Card Association Rules without imposing surcharges on a customer that seeks to use an eligible Card.
 - 6.1.3 You will identify Yourself to Your customers as the seller of the goods and services and will display Your customer service contact details, including email address and telephone number on Your website or mobile application.
 - 6.1.4 You will display Your full terms and conditions, including comprehensive details of Your return and refund policies.
 - 6.1.5 You will retain a copy of all relevant information relating to a Transaction for at least 5 (five) years from the date of the Transaction.
 - 6.1.6 You will take precautions to keep a Cardholder's data safe and that You will comply with all aspects of the Payment Card Industry Data Security Standards (PCI DSS) as published by the Card Associations from time to time.
 - 6.1.7 You will accept and apply 3D-Secure processes for all Transactions where mandated by regulation or the Acquiring Bank or where requested by Peach Payments.
 - 6.1.8 You will not submit Transactions representing sales of goods and services generated by another merchant (transaction laundering);
 - 6.1.9 You will not submit Transactions that you know or should have known were fraudulent or unauthorised by the Cardholder, and you are responsible for ensuring that your employees, contractors or other representatives do not submit fraudulent Transactions.
- 6.2 The Merchant is prohibited from doing the following:
 - 6.2.1 submitting previously disputed Transactions;
 - 6.2.2 submitting illegal Transactions;
 - 6.2.3 being in possession of written cardholder information (cardholder's account number, card expiration date, signature, or any other card account data and CVV2);
 - 6.2.4 disbursing funds in the form of traveller's cheques if the sole purpose is to enable cash purchase of goods or services from the merchant; and
 - 6.2.5 collecting tax separately from the Transaction amount.

7. WARRANTIES

7.1 The Merchant warrant to Peach Payments that:

7.1.1 it is authorised to enter into this Agreement and to register and use the Services;

7.1.2 the data provided by You in the course of the onboarding process in 5. is true and correct;

7.1.3 its business complies with applicable law and that You have obtained valid licenses for Your business should that be required by regulation;

7.1.4 the business does not involve offering goods and services in the following market segments which are considered prohibited industries:

- a. counterfeit or stolen goods;
- b. tobacco products;
- c. prescription drugs or regulated substances;
- d. illegal drugs and the sales of any substances designed to cause a similar effect;
- e. pornographic content;
- f. prostitution including service establishments involved in prostitution such as unlicensed massage parlours and escort services;
- g. internet adult digital content;
- h. unlicensed gambling activities;
- i. bureau de change ;
- j. commodity investments;
- k. pyramid selling;
- l. High risk investments such as:
 - Binary option trading;
 - Contracts for difference (CFD);
 - Foreign exchange (Forex) currency options trading;
 - Cryptocurrency options trading;
 - Initial coin offerings (ICOs); or
- m. any other business which Peach Payments may identify, from time to time, due to regulatory, risk or operational reasons and which Peach Payments declares to You as restricted business by written notice.

7.1.5 it will fulfill all Your obligations to each Cardholder for which You submit a Transaction and will resolve disputes and complaints

directly with the Cardholder;

7.1.6 it will not limit Your liability by asking the Cardholders to waive their dispute rights;

7.1.7 it never had a contract with Visa or MasterCard that was terminated at the direction of Visa or MasterCard or at the direction of any regulatory authority or court of law; and

7.1.8 the Transaction between the Merchant and the Cardholder is legal and conforms to the laws of the Republic of South Africa.

7.2 Peach Payments warrants that it:

7.2.1 takes reasonable steps to ensure that the Services will be provided with a minimum of interruptions and that upon discovery of any defects, these are addressed timeously, 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;

7.2.2 provides the Services in a professional manner and according to industry security standards. However, due to the nature of the Services, You acknowledge that You use them at Your own risk; and

7.2.3 unless expressly stated otherwise in this Agreement, provides the Services without any warranties of any kind, to the maximum extent permitted by applicable law.

7.2.4 Peach Payments does **not** warrant:

- a. that the Services will meet Your requirements;
- b. that the Services will be available at all times, uninterrupted or secure; or
- c. that the Services are free of viruses or other harmful components.

8. SETTLEMENT

- 8.1 Peach Payments will credit Your nominated bank account with the total net proceeds from valid Transactions on a weekly basis, or if applicable, less any applicable refunds and disputed amounts.
- 8.2 For the duration of this Agreement, You authorise Peach Payments to hold, receive, and disburse all settlement funds on Your behalf and You grant Peach Payments a right to set-off any obligations due by You to Peach Payments in terms of this Agreement with those disbursements.
- 8.3 All balances and disbursements will be denominated in South African Rand.
- 8.4 In certain circumstances, Peach Payments is entitled to delay settlement until the final amount of the disbursements is clarified. This applies in the event of -
 - a. disputes or chargebacks;
 - b. fraud or suspected fraud;
 - c. compliance violations that could cause penalties;
 - d. outstanding FICA documentation or updates; or
 - e. bankruptcy or insolvency procedures.

9. CHARGEBACKS AND DISPUTES

- 9.1 You agree that You are responsible to resolve disputes with Cardholders related to Transactions processed as per Your instructions.
- 9.2 Chargebacks are typically caused when a Cardholder disputes a charge that appears on their card statement and may result in the reversal of a Transaction with the amount being charged back to You.
- 9.3 In the event of a Chargeback You will be liable for any loss caused to Peach Payments related to the respective Transaction. This includes the Transaction amount that was charged back, but also any potential fees, fines or penalties imposed by any Card Association or Acquiring Bank. Peach Payments will charge you an administration fee of R 100.00 per dispute received.
- 9.4 Peach Payments may withhold the full value of any disputed amount until final resolution and debit Your account with any potential fees, chargebacks, fines or penalties imposed in connection with the respective Transaction.
- 9.5 All balances and disbursements will be denominated in South African Rand.
- 9.6 Peach Payments is entitled to delay settlement in the event of disputes or chargebacks, fraud or suspected fraud, compliance violations that could cause penalties, outstanding FICA documentation or updates thereof and should You file for bankruptcy or enter into insolvency procedures.

10. FEES

- 10.1 You will be required to pay fees for using our Services according to the Fee Schedule in Appendix A.

- 10.2 Peach Payments will invoice these fees on a monthly basis and they will be due upon receipt of the invoice. Peach Payments will debit the Merchant's bank account nominated in Appendix B 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.
- 10.3 The Transaction fees apply to each Transaction irrespective of the fact whether the provider of the payment system accepts or declines the Transaction.
- 10.4 Peach Payments shall have the right to adjust the fees from time to time. In this case, We will inform You with a notice period of four (4) weeks of such changes taking effect. Unless You notify us otherwise before the changes take effect or if You continue to use our Services, We assume that You consent to the adjustments.
- 10.5 Peach Payments has the right to charge interest against all overdue accounts at 2% above the prime interest rate from time to time. 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 fourteen (14) days.

11. DEBITING THE MERCHANTS ACCOUNT

- 11.1 Peach Payments may recover from the Merchant and may debit the Merchant's nominated bank account with:
 - 11.1.1 any refund amount due to a Cardholder;
 - 11.1.2 the value of Chargebacks as a result of Customer disputing a Transaction;
 - 11.1.3 the value of reversals of invalid Transactions;
 - 11.1.4 the fees for using our Services according to the Fee Schedule in Appendix A; and
 - 11.1.5 fees and/or penalties charged by Visa, Mastercard and industry regulatory bodies for excessive Chargebacks or other disputes relating to the Merchant and/or failure to comply with regulatory requirements.

12. PROCESSING OF SPECIFIC PAYMENT METHODS

- 12.1 The processing of certain Payment Methods may be subject to different terms and governed by separate terms and conditions specific to the Payment Method.
- 12.2 The use of any specific Payment Method is optional, however, if the Merchant uses a Payment Method, the Merchant accepts and agrees to the terms applicable to that Payment Method. For example, we have addenda in place which are applicable to the acceptance of EFT payments, and the acceptance of payments via Mobicred, 1Voucher, ZeroPay, Finchoice Pay and Payflex. We will send you a copy of the relevant terms and conditions if you opt to use a particular alternative payment method. These terms and conditions must be read with this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Peach Payments grants You a personal, limited, non-exclusive, revocable and non-transferable license, without the right to sublicense, to access and use the Services for the purpose of processing payments.
- 13.2 You agree that all rights, title and interest and all rights of ownership and copyright in Peach Payments' Intellectual Property shall continue to vest in Peach Payments and that You will not, under any circumstances whatsoever, acquire any rights in Peach Payments' Intellectual Property beyond the rights granted in 13.1.

14. LIABILITY

14.1 Neither party shall be liable to the other party whether in contract, delict or otherwise for any:

- a. loss of profit, revenue, anticipated savings, contract or opportunity;
- b. loss or corruption of data;
- c. any indirect or consequential loss of whatever nature; or
- d. for damages caused by the other Party, the other Party's telecommunications provider or other third parties in the other Party's sphere of responsibility.

15. INDEMNITY

15.1 By entering into this Agreement, You agree that You indemnify, defend and hold harmless Peach Payments and their respective employees, shareholders, directors, agents, affiliates and representatives, from any and against any and all claims, cost, losses, damages, judgments, penalties, interest and expenses – including all attorney's fees – arising out of any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to –

15.1.1 any actual or alleged breach of Your warranties or obligations set out in this agreement;

15.1.2 any Transaction submitted by You through the Services; or

15.1.3 Your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights.

16. CONFIDENTIALITY

16.1 Both Parties each agree to not divulge, disclose, or use for any other purpose than described in this Agreement any information they obtain from the other Party in the process of the negotiation or execution of this Agreement.

This does not apply to information or know-how that:

- a. is or becomes, through no act or failure to act on the part of the receiving party, generally known or available;
- b. is known by the receiving party at the time of receiving such information as evidenced by its records;
- c. is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; or
- d. is independently developed by the receiving party without any breach of the Agreement.

16.2 The Party relying on the applicability of the aforementioned exceptions shall bear proof of the existence of the exception.

17. DATA PROTECTION AND PRIVACY

17.1 You agree that we may electronically collect, store and use your information provided in the Merchant application form. You submit to Peach Payments during your registration as a Merchant and thereafter should you update such details in your Merchant account. Peach Payments uses the information that Merchant provides for purposes outlined in our privacy policy; more specifically to operate, maintain, enhance, and provide all of the features and Services provided to You and as may be necessary to comply legally as a payment service provider.

17.2 Peach Payments acknowledges that it may receive Personal Data while providing the Services to the Merchant which may contain Personal Data belonging to the Merchant's customer. Where Peach Payments processes Personal Data while processing Transactions on behalf of the Merchant, Peach Payments shall act as a Data Processor and the Merchant as the Data Controller.

17.3 Where Peach Payments acts as a Data Processor and Merchant acts as a Data Controller, the parties shall comply with the Data Processing Addendum, which is incorporated into this Agreement as Appendix C.

17.4 Both Peach Payments and the Merchant warrant that they shall at all times:

- a. comply with their respective responsibilities and obligations under the applicable Data Protection Laws and Regulations;

- b. cooperate with each other to assist each Party to meet relevant obligations under Data Protection Legislation (for example in respect to data subject access and data subject requests); and
- c. implement reasonable appropriate technical and organisational safeguards to maintain the confidentiality, integrity, and availability of Personal Data

18. FINAL PROVISIONS

- 18.1 There are no oral or written side agreements to the Agreement. Modifications or amendments of the contract must be in writing to be effective. This also applies to the waiver of the written-form requirement.
- 18.2 This contract is governed by the laws of the Republic of South Africa.
- 18.3 Should any provision of this Agreement, or any provision incorporated therein in the future, be or become invalid or unenforceable, the validity of the remaining provisions of this Agreement shall remain unaffected. The same applies if this Agreement contains any omissions. In lieu of the invalid or unenforceable provision or in order to complete any omission, a fair provision shall apply which, to the extent legally permissible, comes as close as possible to what the Parties would have intended, according to the spirit and purpose of this Agreement, as if they had considered the matter at the time of entering the Agreement.

APPENDIX A – PRICING

The following terms apply to Transaction services performed by Peach Payments. 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.
The fees can vary depending on the business model and country.

A.1 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>	ZAR 0.00	
Monthly Fixed Fee		ZAR 0.00

A.2 TRANSACTION FEES

Transactions for payment processing (Standard transactions – PA, CP, DB)

MONTHLY TRANSACTION VOLUME	PER TRANSACTION
From 1 up to 999,999 Transactions	ZAR 1.50

Transaction Fees are charged for each Transaction initiated by the Merchant through Peach Payments' Transaction platform, irrespective whether the acquiring bank or the provider of the payment method accepts or declines the Transaction. 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.

A.3 SPECIAL TRANSACTIONS

Transaction processing for special Transactions

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

A.4 ADDITIONAL FEATURES AND RISK MANAGEMENT (OPTIONAL)

Peach Payments offers a portfolio of optional additional features and risk management instruments. Consulting Services in connection with fraud prevention and risk management are subject to separate agreements.

	PRICES
In-app payments (Peach.AppPay)	Included in Transaction fee (A.2)
Risk Management (Peach.Protect)	ZAR 0.02 per OP

Subscription Billing/Tokenization (Peach.Recur)	ZAR 200.00
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All charges for optional features listed above are in addition to the fees stated in A.1 – A.3.

Risk Management Charges per Transaction are dependent on the chosen configuration and billed per algorithm applied. The Operational Points (OP) per algorithm are listed as per separate Appendix.

A.5 CARD ACCEPTANCE (VISA, MASTERCARD AND SCAN TO PAY)

MERCHANT DISCOUNT RATES AS % OF GROSS TURNOVER	PRICES
LOCAL SOUTH AFRICAN CARDS (WITH 3DSECURE)	2.95%
LOCAL SOUTH AFRICAN CARDS (WITHOUT 3DSECURE)	3.5%
NON-SOUTH AFRICAN-ISSUED CARDS (INTERNATIONAL CARDS)	3.5%
Administration Fee per disputed Transaction	ZAR 100.00

A.6 PEACH PAYMENT LINK SOLUTION

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

	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 - South African Mobile Numbers	Charges vary per country - please contact account manager for latest pricing

A.7 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.

A.8 ACCEPTANCE OF SPECIFIC PAYMENT METHODS

EFT Acceptance via EFT Secure

EFT Secure enables the acceptance of EFT bank transfer with instant notification whether the payment was successfully made.

	PRICES
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Monthly Fee	WAIVED
Volume-based Transaction Fee (in % of total value of payments processed)	1.5%

EFT acceptance via Instant EFT by Peach

	PRICES
Monthly Fee	WAIVED
Volume-based Transaction Fee (in % of total value of payments processed)	1.5%

Terms and conditions for the acceptance of EFT payments are governed by the terms outlined in the EFT Addendum.

MOBICRED Processing Fee

	FEE
Merchant Commission (% of gross purchase price)	2.95% (excl. VAT)
Processing Fee (per Transaction)	R1.50 (excl. VAT)

Terms and conditions for the acceptance of payments via Mobicred are outlined in the Mobicred Addendum.

ZEROPAY Processing Fee

	FEE
Merchant Commission (% of gross purchase price)	4.75% (excl. VAT)
Processing Fee (per Transaction)	R2.00 (excl. VAT)

Terms and conditions for the acceptance of payments via ZeroPay are outlined in the ZeroPay Addendum.

FINCHOICE PAY Processing Fee

	FEE
Merchant Commission (% of gross purchase price)	WAIVED
Processing Fee (per Transaction)	WAIVED

Terms and conditions for the acceptance of payments via Finchoice Pay are outlined in the Finchoice Addendum.

A.9 PEACH PAYOUTS

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

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

APPENDIX B – DEBIT ORDER AUTHORISATION AGREEMENT

Entered into between Peach Payment Services (Pty) Ltd. and

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

Recurring Debit Order Authorization:

Bank:	
Branch Name:	
Branch Code:	
Account Number:	
Account Type:	
Name of Account Holder:	
Date for First Deduction:	
Deduction day in successive months:	
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 may occur on the Deduction Day as mentioned above or any other working day within 7 days thereafter. 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 in the event that 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.

5. I/We agree that this authority and mandate may be cancelled by me/us by providing 15 days notice to Peach Payment Services (Pty) Ltd via email to finance@peachpayments.com.
6. I/We agree that although this authority and mandate may be cancelled by me/us such cancellation will not cancel the Master Service Agreement.
7. I/We also understand that I/we cannot reclaim amounts, which have been withdrawn from my/our account (paid) in terms of this authority and mandate if such amounts were legally owed to you.

Name: _____ Date: _____ Signature: _____

Name: _____ Date: _____ Signature: _____

APPENDIX C - DATA PROCESSING TERMS

C.1 DEFINITIONS

Unless otherwise defined in the Master Service Agreement, the following definitions apply to this Appendix C

"Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise.

"Controller" or **"Responsible Party"** means the Merchant, being the entity or entities which alone or jointly with others determines the purposes and means of the processing of the End User Data.

"Data Protection Laws and Regulations" means all laws and regulations, (Protection of Personal Information Act, No 4 of 2013) applicable to the Processing of Personal Data under the Master Service Agreement.

"Data Subject" means the identified or identifiable person to whom End User Data relates, being the Merchant's customers.

"End User Data" means such electronic data, files and records of the Merchant's customers, which constitutes Personal Data, and which is received, processed or stored by Peach Payments in the course of providing the Services.

"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 or not 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 Peach Payments, being the entity which Processes Personal Data on behalf of the Controller.

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

C.2 PROCESSING OF MERCHANT PERSONAL DATA

C.2.1 Roles of the Parties. With regard to the Processing of End User Data under the Master Service Agreement, the Merchant is the Controller, and Peach Payments is the Processor. Peach Payments may engage Sub-processors in terms of Section C.5 "Sub-processors".

C.2.2 Processing of Merchant Personal Data. Merchant shall, in its use of the Services, Process End User Data in accordance with the requirements of Data Protection Laws and Regulations. Merchant's instructions for the Processing of End User Data shall comply with Data Protection Laws and Regulations. Merchant shall have sole responsibility for the accuracy, quality, and legality of the End User Data and the means by which Merchant acquired the End User Data. The Merchant must ensure that disclosure of the End User Data to and the Processing of End User 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.

C.2.3 Compliance with Data Protection Laws. Peach Payments shall process End User Data in accordance with the Data Protection Laws.

C.2.4 Data Protection Impact Assessment. If requested, and to the extent possible, Peach Payments will provide Merchant with reasonable cooperation and assistance with any data protection impact assessment carried out by the Merchant in terms of Data Protection Laws and Regulations as it relates to the processing of End User Data. Peach Payments shall provide reasonable assistance to Merchant in the cooperation or prior consultation with any supervisory authority in the performance of its tasks relating to Section C.2.4 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 Section C.2.4

C.2.5 Peach Payments Processing of End User Data. Peach Payments shall Process End User Data only on Merchant's documented instructions or by written agreement between the parties, unless required to do so by applicable Data Protection Laws and Regulations.

C.2.6 Details of the Processing. The subject-matter of Processing of End User Data by Peach Payments is the performance of the Services pursuant to the Master Service Agreement . The duration of the Processing, the nature and purpose of the Processing, the types of End User Data and categories of Data Subjects Processed are further specified in Schedule 1 (Details of the Processing) to this Appendix C.

C.2.7 Performance Data. Peach Payments may collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related system and technologies, including de-identified data derived from the End User Data. Peach Payments may use such information to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and may disclose such data solely in aggregate or other de-identified form in connection with its business.

C.3 DATA SUBJECT REQUESTS

C.3.1 Regulatory requests. Peach Payments shall notify Merchants of any legally binding request for disclosure of End User 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.

C.3.2 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 any of the Data Subject's rights under Data Protection Laws and Regulations ("**Data Subject Request**"). 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.

C.3.3 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

C.4 PEACH PAYMENTS PERSONNEL

C.4.1 Confidentiality. Peach Payments shall ensure that its personnel engaged in the Processing of End User Data are informed of the confidential nature of the End User Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements.

C.4.2 Reliability. Peach Payments shall take commercially reasonable steps to ensure the reliability of any Peach Payments' personnel engaged in the Processing of End User Data.

C.4.3 Limitation of Access. Peach Payments' access to End User Data will be limited to those personnel performing Services in accordance with the Master Service Agreement.

C.5 SUB-PROCESSORS

C.5.1 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. Peach Payments or the relevant Affiliate must enter 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 End User Data to the extent applicable to the nature of the Services provided by such Sub-processor.

C.5.2 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

Appendix C.

C. 6 SECURITY

- C.6.1 Controls for the Protection of End User Data.** Peach Payments shall maintain appropriate technical and organisational measures for protection of the security, confidentiality and integrity of End User Data. 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.
- C.6.2 Confidentiality of Processing.** Peach Payments shall ensure that any person that it authorizes to Process the End User Data (including its staff, agents and subcontractors) shall be subject to a duty of confidentiality (whether a contractual or a statutory duty).
- C.6.3 Merchant 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 End User 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 in order 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 Section shall not apply to incidents that are caused by Merchants.
- C.6.4 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 to enable 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 an 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.

C.7 INTERNATIONAL TRANSFER OF PERSONAL DATA

- C.7.1 To the extent that Peach Payments processes Personal Information outside of South Africa, such transfer shall be effected in a context as may be permitted under Section 72 of POPIA whether by reference to the destination of the transfer (for example where made to a foreign country found to have “adequate level of protection”); or by the use of standard data protection clauses in a contract or otherwise.
- C.7.2 The provisions of this Appendix C shall constitute the Merchant’s instructions with respect to International Transfers.

C.8 RETURN AND DELETION OF MERCHANT PERSONAL DATA

On termination or expiry of the Master Service Agreement, Peach Payments shall return End User Data to Merchant or, to the extent allowed by applicable law, delete End User 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.

C.9 LIMITATION OF LIABILITY

Each party’s liability and the liability of its Affiliates, taken together in the aggregate, arising out of or related to this Appendix C and whether in contract, delict (including without limitation negligence) or under any other theory of liability, 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 and all of its Affiliates under the Master Service Agreement including this Appendix C. 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 Appendix.

SCHEDULE 1 TO APPENDIX C DETAILS OF PROCESSING

Nature and Purpose of Processing

Peach Payments will Process End User Data as necessary to perform the Services pursuant to the Master Service Agreement, and as further instructed by Merchant in its use of the Services.

Duration of Processing

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

Categories of Data Subjects

Merchant may submit End User 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 End User Data relating to the following categories of data subjects:

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

Type of Personal Data

Merchant may submit End User 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)