



PEACH PAYMENTS SALE TERMINAL TERMS OF SERVICE

Last Updated 26 February 2026

These sale terminal terms of service ("**Terms**") are a legal agreement between you, as a current or prospective customer of Peach Payments' services ("**you**," "**your**"), and Peach Payments ("**Peach Payments**," "**we**," "**our**" or "**us**"), and govern your use of Peach Payments' sale terminal devices and related services (collectively, the "**Services**").

Our relationship is also subject to:

- the card scheme rules, acquirer rules, and all applicable laws and regulations ("**Applicable Laws**");
- the general merchant services agreement/terms ("**MSA**"), which is provided to you during the onboarding process; and
- Our PIN Handling and POI Device Security Policy ("**Security Policy**"), which is available [here](#).

By using the Services, you agree to comply with the Applicable Laws, MSA and Security Policy at all times.

We may amend these Terms at any time that we deem to be reasonable under the circumstances, by posting the revised version on our website or communicating it to you via email or through the Services (each a "**Revised Version**"). The Revised Version will be effective as of the time it is posted. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

1. ONBOARDING AS A MERCHANT

- 1.1. To use the Services, you must be registered with Peach as a customer. If you are not yet a registered customer, you will first need to complete the onboarding process.
- 1.2. The MSA is incorporated into these Terms by reference, and is binding on you and us. It is important that you understand the terms of the MSA, because a breach of the MSA will be considered a breach of these Terms. If you have any questions about the MSA, please contact us for clarity before you use any Peach Payments sale terminal device ("**Device**").

2. ORDER AND DELIVERY

- 2.1. You will place an order with us for a Device, and we will arrange for delivery of the Device to you.
- 2.2. The pricing for (i) the Device and (ii) the processing of payments via the Device, will be agreed between us during the ordering process.
- 2.3. You are responsible for inspecting all delivered Devices and packaging for any signs of tampering upon arrival. This includes checking for broken seals, damaged packaging, or any other indication that the Device may have been compromised.
- 2.4. If any tampering or damage is found, you must reject the delivery and notify Peach Payments immediately.

- 2.5. If the Device is delivered damaged, or is unfit for the purpose for which it was purchased, you must also reject delivery. You will be refunded the purchase price in full where a Device is found to be damaged on delivery.
- 2.6. Similarly, if, upon setting up the Device, you notice that it is faulty, please contact us immediately. If we determine that the Device is, in fact, faulty, we will arrange for an alternative Device to be sent to you.

3. DEVICES AND SIM CARDS

- 3.1. The Device will arrive preconfigured. Only a simple set-up is required by you before the Device can be used to transact via the Peach Payments system.
- 3.2. The Device may not be used for any purpose other than to process payments through the Peach Payments system, in accordance with these Terms.
- 3.3. Where you have purchased a Device outright, legal and beneficial ownership of the Device passes to you upon full payment of the purchase price, subject to your ongoing compliance with these Terms.
- 3.4. Where you rent a Device from Peach Payments:
 - 3.4.1. Peach Payments retains full legal and beneficial ownership of the Device at all times;
 - 3.4.2. you acquire only a limited right to use the Device in accordance with these Terms for the duration of the rental period;
 - 3.4.3. you must pay the rental fees as agreed with Peach Payments on the due dates specified;
 - 3.4.4. you may not sell, transfer, pledge, encumber, or otherwise dispose of the Device or any interest therein;
 - 3.4.5. you acknowledge that the Device remains the property of Peach Payments and must be returned in good working condition (fair wear and tear excepted) upon termination of the rental agreement;
 - 3.4.6. you will be liable for the full replacement value of the Device if it is lost, stolen, or damaged beyond repair during the rental period, unless such loss or damage is due to normal wear and tear or a manufacturing defect covered by warranty; and
 - 3.4.7. failure to return a rented Device within 14 (fourteen) days of termination may result in you being charged the full retail value of the Device.
- 3.5. You must:
 - 3.5.1. handle your Device with the same level of care you would handle an electronic device of a similar nature;
 - 3.5.2. not charge your Device:
 - 3.5.2.1. during expected power outages;
 - 3.5.2.2. overnight, or for extended periods of time;
 - 3.5.3. store your Device in a cool, dry place and not expose it to extreme temperatures;
 - 3.5.4. not use the Device around moisture, liquid, or hazardous substances;
 - 3.5.5. keep the Device clean;
 - 3.5.6. not install any unauthorised software on the Device;
 - 3.5.7. not attempt to tamper with the Device; and/or

3.5.8. not copy, republish, distribute, adapt, modify, alter, decompile, reverse-engineer or attempt to derive the source code or create a derivative of the source code, or otherwise try to reproduce the Peach Payments system.

3.6. You are responsible for regularly inspecting the Device for any signs of tampering, in accordance with the procedures provided by Peach Payments. You must report any suspected or confirmed tampering to Peach Payments immediately. Failure to conduct regular tamper checks and promptly report any issues may result in suspension of services and liability for any resulting security breaches.

4. **TRANSACTION APPROVAL REQUIREMENTS**

4.1. You must only release goods or provide services to a customer after receiving proper transaction approval confirmation on the Device screen.

4.2. Proper transaction approval confirmation means a green check mark or other clear approval indicator displayed on the Device screen, confirming that the transaction has been successfully processed and approved.

4.3. You acknowledge and agree that:

4.3.1. A customer showing a transaction notification, debit alert, or pending transaction on their mobile banking application or bank statement does NOT constitute valid transaction approval;

4.3.2. Only the green check mark or approval confirmation displayed on the Device screen is conclusive evidence of a successful and approved transaction;

4.3.3. If the Device does not display the green check mark or approval confirmation due to connectivity issues, technical problems, or any other reason, the transaction has NOT been approved and may be automatically reversed;

4.3.4. You must NOT release goods or provide services if the Device does not display the green check mark or approval confirmation, regardless of what the customer's banking application may show;

4.3.5. If you release goods or provide services without receiving the green check mark or approval confirmation on the Device screen, you do so entirely at your own risk; and

4.3.6. Peach Payments will not be liable for any losses, claims, or disputes arising from goods or services released without proper transaction approval confirmation.

4.4. In the event of connectivity issues or technical problems preventing the Device from displaying transaction approval confirmation, you must:

4.4.1. wait for connectivity to be restored and the Device to display the approval confirmation before releasing goods or services;

4.4.2. not rely on any information shown on the customer's mobile device or banking application; and

4.4.3. contact Peach Payments support if the issue persists beyond a reasonable time.

4.5. You must train all staff members who operate the Device on these transaction approval requirements and ensure they understand that goods or services must only be released upon seeing the green check mark or approval confirmation on the Device screen.

5. **MERCHANT LIABILITY FOR REFUNDS AND CHARGEBACKS**

- 5.1. You acknowledge and agree that you are solely responsible for all refunds, chargebacks, and disputes arising from transactions processed through the Device, including but not limited to:
 - 5.1.1. refunds requested by customers for goods or services that are defective, not as described, not delivered, or otherwise unsatisfactory;
 - 5.1.2. chargebacks initiated by customers or their issuing banks for any reason, including fraud, unauthorized transactions, or disputes regarding the quality or delivery of goods or services;
 - 5.1.3. disputes arising from your failure to follow proper transaction approval procedures;
 - 5.1.4. transactions where goods or services were released without receiving the green check mark or approval confirmation on the Device screen; and
 - 5.1.5. reversed transactions resulting from connectivity issues or technical problems where you released goods or services prematurely.
- 5.2. Conditions for Merchant Refund Liability:
 - 5.2.1. You are liable for all costs, expenses, and legal fees incurred by Peach Payments in recovering amounts owed under this clause, including debt collection costs and attorney fees on an attorney-and-client scale;
 - 5.2.2. Your liability under this clause survives termination of these Terms and continues after termination to cover any chargebacks or disputes that may arise after termination; and
 - 5.2.3. Peach Payments may set off any amounts owed to you against amounts you owe to Peach Payments under this clause or any other provision of these Terms.
 - 5.2.4. You must:
 - 5.2.4.1. respond promptly to all refund requests and chargeback notifications within the timeframes specified by Peach Payments, the card schemes, or the acquiring bank;
 - 5.2.4.2. provide all documentation and evidence requested by Peach Payments to defend against chargebacks, including proof of delivery, transaction receipts, customer signatures, and any other relevant information;
 - 5.2.4.3. maintain accurate records of all transactions, including transaction receipts, proof of delivery, and customer communications, for a minimum period of 18 (eighteen) months;
 - 5.2.4.4. implement and maintain adequate refund and return policies that comply with consumer protection laws and card scheme rules; and
 - 5.2.4.5. display your refund and return policies clearly to customers before transactions are completed.
 - 5.2.5. You acknowledge that Peach Payments may receive chargeback notifications from acquiring banks or card schemes after funds have already been debited from your account.
 - 5.2.6. If Peach Payments determines that your refund or chargeback rates are excessive, Peach Payments may:
 - 5.2.6.1. increase the reserve amount or holdback percentage;

- 5.2.6.2. delay settlement of funds to your designated bank account;
- 5.2.6.3. require additional security or guarantees;
- 5.2.6.4. impose additional fees or penalties;
- 5.2.6.5. suspend or terminate your access to the Services;
- 5.2.6.6. report your business to the relevant card schemes, which may result in your placement on industry-wide monitoring programs; and/or
- 5.2.7. You must cooperate with Peach Payments to implement measures to reduce chargebacks and refunds if your rates are deemed excessive.
- 5.2.8. You understand that refunds may attract higher costs than ordinary transaction processing.

6. CONNECTIVITY

- 6.1. The Device will be delivered with a 4G SIM card. You must connect the Device to a secure Wi-Fi connection as and when possible.
- 6.2. You won't pay for the data used on your Device. However, if we discover that you are using the Device and/or the SIM card outside the scope of these Terms, or we deem your data usage to be excessive, we can charge you for the additional data usage; we can also suspend your access to the Services.
- 6.3. The SIM card should never be removed from the Device, and may not be used in any other device, or for any other purpose other than as set out in these Terms.

7. WARRANTY AND DEVICE SUPPORT

- 7.1. All Devices come with a manufacturer warranty, which covers any manufacturing defects for a period of 1 year, starting from the day you receive your Device.
- 7.2. You must contact [Tactile Technologies](#) to log a warranty request. Where the warranty request is valid, the faulty Device will be repaired or replaced by them. You will need to arrange for delivery of the faulty Device to the service centre.
- 7.3. If your warranty claim is rejected, you will be liable for the cost in fixing the Device.
- 7.4. We recommend that you order more than one Device so you can continue to accept payments if a faulty Device needs to be repaired/replaced.
- 7.5. Peach Payments can troubleshoot certain Device issues remotely. If we aren't able to troubleshoot an issue remotely, you will need to arrange for the Device to be sent to a service centre. Whether the issue is covered by the manufacturer warranty will depend on the warranty terms, and your compliance with these Terms.

8. THIRD PARTY PRODUCTS

All third party hardware and other products included or sold with the Device are provided solely according to the warranty and other terms specified by the relevant manufacturer. Peach Payments makes no representations or warranties, express or implied, with respect to such third party products, and expressly disclaims any warranty or condition of merchantability, non-infringement, or fitness for a particular purpose.

9. SUSPENSION OF ACCESS TO SERVICES

We may, in our sole discretion, suspend, deactivate or terminate access to your SIM card (without liability), for any reason whatsoever, including if we suspect any misuse or non-compliance with these Terms.