PAY@GO SERVICE TERMS

(Version effective as of 1 December 2023)

IMPORTANT NOTICE
(1) Read this document carefully. The terms contained herein will apply to the Pay@Go service as provided by Pay At Services (Pty) Ltd. Persons wishing to make use of or subscribe to the Pay@Go service should contact us if any part of this document is unclear.
(2) We may amend or update these terms from time to time. We will give notice of such changes. You should review such amended terms notified to you, as the amended terms will govern your continued use of the Pay@Go service after the effective date of such amendment. **CONTINUED USE OF THE PAY@GO SERVICE SHALL CONSTITUTE AN ACCEPTANCE BY YOU OF THE AMENDED TERMS**.
(3) If you are younger than 18, you must get your parent or legal guardian's consent to make use of the Pay@Go service, unless you are able to confirm that you have been emancipated. "Emancipated" means the court has given you the right to act without your parent or guardian's consent.
(4) **THESE TERMS CONTAIN SPECIFIC PROVISIONS TO LIMIT OUR LIABILITY. THESE TERMS HAVE BEEN SET OUT IN CAPITAL LETTERS. PARTICULAR ATTENTION SHOULD BE PAID TO THESE TERMS SINCE THEY LIMIT YOUR ABILITY TO RECOVER LOSSES INCURRED BY YOU IN CONNECTION WITH YOUR USE OF THE PAY@GO SERVICE.**
(5) These terms, read with our General Terms of Use and our Privacy Notice which is available on our website www.payat.co.za, shall govern your use of the Pay@Go service. Any added or conflicting terms incorporated by you in your communications with us will not form part of any agreement concluded between us.

1. Definitions

1.1. In these terms:

- "**client**" means a person or entity designated by you and from which payments may be received and processed by us and the collection agents on your behalf;
- "**client information**" means information regarding your clients which you submit to us in connection with the Pay@Go service or that is collected on your behalf, including name, address, contact details, account details and financial information;
- "**collection agents**" means a person or entity that has been appointed to receive payments from clients on your behalf;
- "**we**", "**us**" and "**our**" means Pay At Services (Pty) Ltd, a South African company with registration number 2006/027951/07, with physical address at Ground Floor, Old College Building, 35 Church Street, Stellenbosch, 7600 and telephone number +27 (0)21 886 5557;
- "**you**" means any person who has subscribed to use or uses the Pay@Go service;
- "**Pay@ Portal**" means our online portal for the Pay@Go service hosted on our web site at www.payat.co.za.
- "**Pay@Go services**" means the service enabled via the Pay@ Portal to assist businesses with client invoicing and payment collection;

2. Access to the Services

2.1. The Pay@Go service is web based and can only be accessed via the Pay@ Portal.

2.2. We require that you register for the Pay@Go service before you use it and we will need certain information from you including proof of your identity and physical address. We may require you to submit further documents or information from time to time in order to continue to be eligible for the Pay@Go service. You must keep your particulars on the Pay@ Portal up to date in the event of changes. **YOU CONFIRM AND WARRANT THAT ALL INFORMATION AND DOCUMENTS THAT YOU PROVIDE TO US ARE AUTHENTIC, COMPLETE, ACCURATE AND UP TO DATE.**

2.3. You are responsible for safeguarding your information and your client information. We may issue you with a user or access code which you will be required to submit on each occasion where you access or make use of the Pay@Go service. You must keep such access code confidential and may not share it with any third party. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ALL INSTRUCTIONS SUBMITTED TO US THAT IS ENABLED THROUGH THE USE OR INPUT OF THE CONFIDENTIAL ACCESS CODE ISSUED TO YOU.** If you believe that unauthorised use of your access code may have occurred or unauthorised access, processing, loss, damage or destruction of your information or your client information may have occurred, you should immediately notify us thereof.

2.4. You are responsible for ensuring that processing of your client information is lawful. We need certain information about you and your clients to be able to make the Pay@Go service available to you and we will also be required to process certain information about you and your clients in rendering the Pay@Go service to you. Such information will be processed by us strictly in accordance with our Privacy Notice [which is available on our website www.payat.co.za]. We are unable to render

the Pay@Go service to you without the necessary consents to such processing. **YOU CONSENT TO THE PROCESSING OF YOUR INFORMATION IN ACCORDANCE WITH OUR PRIVACY NOTICE AND YOU WARRANT THAT YOU ARE RESPONSIBLE FOR AND SHALL OBTAIN AND MAINTAIN APPROPRIATE CONSENTS FROM ALL YOUR CLIENTS AUTHORISING US AND OUR COLLECTION AGENTS TO PROCESS THE CLIENT INFORMATION FOR THE PURPOSES OF SUBSCRIBING YOU FOR AND RENDERING THE PAY@GO SERVICE TO YOU AND IN THE MANNER AS CONTEMPLATED IN OUR PRIVACY NOTICE.**

3. **Scope of the Services**

3.1. The Pay@Go service enables you to:
3.1.1. generate and deliver invoices to your clients via the communication channels selected by you (such as email or sms); and
3.1.2. receive the amounts due to you in respect of the invoices so generated and via our collections agents designated by you.

4. **Appointment**

4.1. To be able to submit invoices to your clients and receive the invoiced amounts on your behalf, we and our collection agents require the necessary authorisations and permissions from you including:
4.1.1. permission to use the client information you submit to us to render the invoices and collect the payments on your behalf; and
4.1.2. authorisation to process and receive on your behalf the payments made by your clients in respect of your invoices.
4.2. Accordingly, when you register and make use of the Pay@Go service, you give us and our collection agents the necessary authorisation and consent required by law to enable us to use your client information and receive invoiced amounts on your behalf.
4.3. **THE PAY@GO SERVICE IS INTENDED FOR COLLECTION OF PAYMENTS FOR GOODS AND/OR SERVICES SUPPLIED BY YOU OR YOUR BUSINESS. YOU MAY NOT USE THE PAY@GO SERVICE ON BEHALF OF SOMEONE ELSE OR TO COLLECT PAYMENTS SUCH AS INSURANCE PREMIUMS, BANK DEPOSITS, GAMBLING BETS OR INVESTMENT PAYMENTS, UNLESS WE HAVE GIVEN EXPRESS WRITTEN CONSENT FOR YOU TO DO SO.**
4.4. **YOU MUST ENSURE THAT YOU ARE ENTITLED TO PROVIDE US WITH YOUR INFORMATION AND THE CLIENT INFORMATION AND THAT YOU CAN LAWFULLY AUTHORISE US AND OUR COLLECTION AGENTS TO PROCESS SUCH INFORMATION, PERFORM THE PAY@GO SERVICE AND COLLECT THE PAYMENTS FOR YOU. WE WILL NOT BE LIABLE FOR ANY LOSS IF YOU FAIL TO DO THIS, AND YOU AGREE THAT YOU WILL INDEMNIFY AND HOLD US AND THE COLLECTION AGENTS HARMLESS AGAINST ANY LOSSES, FINES OR CLAIMS MADE AS A RESULT OF SUCH FAILURE. IF YOU BECOME AWARE THAT YOUR USE OF THE PAY@GO SERVICE MAY BE ILLEGAL FOR ANY REASON, YOU MUST NOTIFY US IMMEDIATELY.**

5. **Term**

5.1. You will be permitted to make use of the Pay@Go service for the duration that you are validly subscribed to do so. The requirements to be a subscriber and make use of the Pay@Go service are set out on the Pay@ Portal.
5.2. You can cancel your subscription to the Pay@Go service at any time on a month's written notice. You can send such notice to us through our website or by email info@payat.co.za. Following such notice, you may not issue any further invoices via the Pay@Go service and we will only process the collection of amounts already invoiced. Accordingly, you should note that termination of the Pay@Go service will not result in the immediate termination of our appointment in respect of such amounts, which will still be collected and paid to you in accordance with these terms.
5.3. **WE RESERVE THE RIGHT TO CANCEL OR SUSPEND YOUR ACCESS TO OR USE OF ANY PART OF THE PAY@GO SERVICE AT ANY TIME, AND, PARTICULARLY, IF WE SUSPECT THAT YOU ARE NO LONGER ELIGIBLE FOR OR ARE ABUSING THE PAY@GO SERVICE OR USING IT FOR ILLEGAL PURPOSES.**

6. **Invoicing Service**

6.1. The Pay@Go service enables you to raise and digitally deliver payment requests and invoices to your clients, including via SMS or email. You may be enabled to upload your payment requests to us either individually or via batch file.
6.2. The Pay@Go service may allocate and apply a unique Pay@ reference number to your payment requests and invoices. The Pay@ reference number is proprietary to us and may not be used by you outside the Pay@Go service.
6.3. You must ensure that all information (including the client information and payment amount) contained in the payment requests and invoices is correct. We will provide you with an opportunity to review the content of each payment request or invoice and to correct any mistakes prior to sending it to the client. **WE WILL NOT ACCEPT ANY LIABILITY FOR INACCURATE PAYMENT REQUESTS OR INVOICES.**
6.4. You may be enabled to amend or cancel payment requests or invoices already sent to clients before payment is made on such payment requests or invoices. **IF WE HAVE ALREADY RECEIVED THE AMOUNTS CHARGED, IT WILL BE YOUR RESPONSIBILITY TO REFUND OVERPAID AMOUNTS TO SUCH CLIENT. WE CANNOT PROVIDE REFUNDS TO YOUR CLIENTS**.

7. **Settlement Service**
7.1. The Pay@Go service enables us to collect the payments charged to your clients on your behalf utilising our collections agents.
7.2. We will pay over to you on a weekly basis the aggregate of all amounts (net of applicable fees and any chargebacks) collected by us on your behalf.

7.3. **YOU MUST ENSURE THAT THE DETAILS OF THE BANK ACCOUNT WHICH YOU DESIGNATE FOR RECEIPT OF PAYMENTS FROM US ARE CORRECT. WE WILL NOT BE LIABLE FOR LOSSES WHICH YOU INCUR WHICH RESULT FROM THE PROVISION OF INCORRECT BANKING DETAILS. IT IS YOUR RESPONSIBILITY TO INFORM US OF CHANGES TO YOUR BANK ACCOUNT DETAILS.**

8. **Fees and chargebacks**

8.1. The fees payable by you in respect of your use of the Pay@Go service will be as published on the Pay@ Portal unless otherwise agreed with you in writing. Our fees may include periodic subscription fees granting access to the Pay@Go service (which may be charged monthly in advance), SMS/Email charges to deliver your payment requests and/or invoices to your clients (which may be charged in advance of delivery for each bundle) and collection fees with respect to the payments collected for you (which may be charged upon settlement to you). Our fees may be adjusted from time to time. We will endeavour to notify you of any changes to our fees, but it remains your responsibility to check for changes to our fees prior to each occasion that you make use of the Pay@Go service. **YOUR CONTINUED USE OF THE PAY@GO SERVICE AFTER WE CHANGE OUR FEES CONSTITUTES ACCEPTANCE BY YOU OF THE CHANGES**.

8.2. Our fees exclude VAT and other taxes that may apply to our fees for the Pay@Go service, which you shall be liable to pay in addition.

8.3. Unless specifically stated otherwise on the Pay@ Portal or otherwise agreed with you in writing, we will deduct our fees from amounts collected on your behalf. Amounts paid over to you will therefore be net of the fees due to us in respect of the Pay@Go Service.

8.4. On certain bank cards, clients may reverse payments made with such cards for a variety of reasons. You may be required to provide certain information to us to enable us to object to such a chargeback. If such a chargeback occurs and the amount involved was previously paid out to you, you must repay us. Chargebacks may therefore also be deducted from any subsequent amounts collected on your behalf.

8.5. **YOU ACCEPT THAT OUTSTANDING CHARGEBACKS AND FEES DUE TO US MAY ALSO BE RECOVERED DIRECTLY FROM YOUR BANK ACCOUNT AND YOU AUTHORISE US TO ISSUE AND DELIVER PAYMENT INSTRUCTIONS TO THE BANK ON YOUR BEHALF TO EFFECT SUCH RECOVERY AND, IF REQUIRED, YOU AGREE TO PROVIDE US WITH A SEPARATE DEBIT ORDER MANDATE IN A FORM AND FORMAT PRESCRIBED BY US TO DO SO. YOU MAY NOT REVERSE INSTRUCTIONS GIVEN TO YOUR BANK TO EFFECT PAYMENTS DUE TO US.**

9. **Transaction Records**

9.1. We will maintain records of the invoices generated and client payments received through your use of the Pay@Go service for at least 12 (twelve) months and make them available to you via the Pay@ Portal. These records may, however, be archived and removed from the web site thereafter. You must ensure that you make copies of such records on a regular basis and you may contact us if you require copies of archived material. We may keep all transaction records for up to 5 (five) years after which they will be erased.

10. **Disclaimers**

10.1. **YOU USE THE PAY@GO SERVICE AT YOUR OWN RISK. WE DO NOT WARRANT THAT THE PAY@ PORTAL OR THE PAY@GO SERVICE WILL ALWAYS BE AVAILABLE OR ERROR FREE. IF YOU BECOME AWARE OF ANY ERRORS OR PROBLEMS AFFECTING THE PAY@GO SERVICE, PLEASE NOTIFY US USING THE CONTACT DETAILS PROVIDED ON THE PAY@ PORTAL.**

10.2. **WE AND OUR COLLECTIONS AGENTS SHALL NOT ACCEPT ANY LIABILITY TO YOUR CLIENTS AND YOU AGREE TO INDEMNIFY US AGAINST ANY SUCH CLAIMS MADE BY YOUR CLIENTS.**

10.3. **ALTHOUGH WE TRY OUR BEST TO HELP YOU TO INVOICE AND COLLECT PAYMENTS FROM YOUR CLIENTS WE CANNOT GUARANTEE THAT ALL INVOICES WILL BE RECEIVED OR THAT YOU WILL BE PAID BY YOUR CLIENTS. ACCORDINGLY, YOU ACKNOWLEDGE THAT NEITHER US NOR OUR COLLECTIONS AGENTS ARE RESPONSIBLE FOR ENSURING THAT YOUR CLIENTS MAKE PAYMENT TO YOU EITHER PROMPTLY OR AT ALL.**

10.4. **PAY@ AND ITS COLLECTION AGENTS SHALL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL LOSSES ARISING IN CONNECTION WITH YOUR USE OF THE PAY@ PORTAL, EXCEPT TO THE EXTENT THAT SUCH LIMITATION OF LIABILITY IS NOT PERMITTED BY LAW.**

10.5. **IN ANY EVENT, THE TOTAL LIABILITY OF PAY@ AND ITS COLLECTIONS AGENTS FOR ANY CLAIM MADE BY YOU IN CONNECTION WITH YOUR USE OF THE PAY@ PORTAL SHALL BE LIMITED TO THE FEES COLLECTED FROM YOU DURING THE 6 (SIX) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM ARISING, IRRESPECTIVE OF THE CAUSE OF THE CLAIM, EXCEPT TO THE EXTENT THAT SUCH LIMITATION OF LIABILITY IS NOT PERMITTED BY LAW.**