



ONLINE BILL PAYMENT SERVICE TERMS

(Version effective as of 1 December 2020)

IMPORTANT NOTICE

- (1) These terms will apply to the online bill payment services provided by Pay@ on the Pay@ Website. Read this document carefully. Persons wishing to make use of such services should contact Pay@ if any part of this document is unclear.
- (2) Pay@ may amend or update these terms from time to time. You should read these terms on each occasion when you make use of such services, as the amended terms will govern your continued use of such services after the effective date of such amendment. **CONTINUED USE OF THE SERVICES DESCRIBED SHALL BE DEEMED TO 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 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 PAY@'S 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 OUR SERVICES.**
- (5) These terms, our General Terms of Use and our Privacy Notice shall govern your use of the services described herein [which is available on our website www.payat.co.za]. 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:

- "biller" any person or entity to whom you are enabled to make payments via the service;
- "biller account" means an invoice, statement of account or other communication that was issued to you for or by a biller to facilitate payment to it and that displays a valid Pay@ number;
- "Pay@ number" means a unique identifier issued by Pay@ to a biller to facilitate payment to it;
- "Pay@ website" means the website located at www.payat.co.za;
- "service" means the services that allows you to make payments to billers via the Pay@ website.
- "we", "us" and "our" and "Pay@" means Pay At Services (Pty) Ltd, a South African company with registration number 2006/027951/07, located at 35 Church Street, Stellenbosch, and with contact number +27 (0)21 886 5557;
- "you" means the user of the service;
- "your information" means any personal information about you that you may submit to us in utilising the services or that we may obtain or generate in the course of your use of the services;

2. Scope of and use of the service

- 2.1. This service enables you to make biller payments via the Pay@ website. **YOU SHOULD NOTE THAT ALL SUCH PAYMENTS WILL BE RECEIVED AND COLLECTED BY PAY@ ACTING AS AGENT FOR AND ON BEHALF OF THE BILLERS INVOLVED.**
- 2.2. The service can be accessed via the webpage located at www.payat.co.za.
- 2.3. We may require, collect and generate certain information about you in connection with the service. You should confirm that our processing of your information is acceptable to you before providing any of your information to us. Your 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 services to you without the necessary consents to such processing. **YOU CONSENT TO THE PROCESSING OF YOUR INFORMATION IN ACCORDANCE WITH OUR PRIVACY NOTICE.**

- 2.4. If you want to make payment to one or more biller(s) via the service, you will be required to submit the correct Pay@ number(s) as reflected on your biller account(s). **YOU ARE RESPONSIBLE FOR CORRECTLY ENTERING ALL SUCH PAY@ NUMBER(S).**
- 2.5. Once the Pay@ number(s) you provide are confirmed as valid by our service, you will be required to confirm the amount(s) you wish to pay to each of the biller(s) involved and, where relevant, the account(s) involved. We will provide you with an opportunity to correct any mistakes. **YOU ACKNOWLEDGE AND AGREE THAT THE AMOUNTS WE RECEIVE FROM YOU WILL BE ALLOCATED TO THE RELEVANT BILLERS AND ACCOUNTS ON THE BASIS AS CONFIRMED BY YOU. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE BILLERS, ACCOUNTS AND AMOUNTS REFLECTED ARE CORRECT AND THAT YOU WISH TO EFFECT PAYMENT ON THE BASIS AS SHOWN. WE ACCEPT NO LIABILITY FOR ANY INCORRECT PAYMENTS OR PAYMENT ALLOCATIONS MADE BY YOU.**
- 2.6. Once you have confirmed all amounts to be paid, you may be provided with the option to effect payment of such amounts to us via pre-approved online payment mechanisms linked to our service. You should note that such payment mechanisms are provided to you by third party payment facilitators and that we are not responsible for such payment mechanisms or for your use thereof. **YOUR USE OF THE PAYMENT MECHANISMS APPROVED FOR OUR SERVICE ARE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW WE WILL NOT BE LIABLE FOR ANY PAYMENT MECHANISM YOU MAY ELECT TO USE TO EFFECT PAYMENT TO US OR FOR ANY LOSS YOU MAY SUFFER FROM SUCH USE OR FROM YOUR INABILITY TO DO SO.**
- 2.7. You will be required to provide the necessary payment account details (such as debit or credit card details) when submitting your payment instruction. You warrant that you are duly authorised to make payments from the account designated by you for payment. You also authorise us to pay all amounts to be refunded to you into such account.
- 2.8. Amounts received by us will be allocated to the billers and accounts designated by you. Should full payment of the confirmed amounts not be received by us for any reason, we may, in our sole and absolute discretion, elect to allocate the amounts received to the designated billers proportionately or to reverse and refund such partial payments to you.
- 2.9. Pursuant to your payments, we will make suitable electronic receipts available for you to store and print. **YOU SHOULD RETAIN COPIES OF ALL RECEIPTS AS PROOF OF YOUR PAYMENTS TO US.** If any problems or claims arise in connection with your payments, you will be required to provide copies of such receipts.

3. DISCLAIMER

WE DO NOT WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE OR ERROR FREE. IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE INFORMATION WHICH YOU PROVIDE TO US IN CONNECTION WITH YOUR USE OF THE SERVICE IS CORRECT. WE CANNOT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXTRINSIC OR SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE OR UNFORESEEABLE) OF ANY KIND ARISING OUT OF YOUR USE OF THE SERVICE.