

Netcash Debit Orders Service Terms

between

Netcash (Pty) Ltd

Registration Number: 2001/019308/07

("Netcash")

and

Client Registered Name

Registration Number: Client Registration Number

(the "Client")

Overview

This Annexure deals with debit orders. These debit orders can be set up to operate on a normal banking account, or on a credit card account. When you agree to this annexure Netcash (Pty) Ltd provides you with the service of obtaining funds from your customers on a recurring basis for the services or goods that you offer. The way in which we do this is by you submitting your collection via our systems. We then collect the debt in terms of that instruction and then pay you a percentage of what we recover from the customer to you, the Client.

This Annexure is intended to be used for collections for Debit Order Mandates that are completed by your customer in writing and on paper or recorded as a voice recording.

We have tried to simplify this agreement as much as we could by incorporating all the terms and clauses of the main agreement in this Annexure. We have tried to help you by emphasising those terms that have been defined in the Master Agreement by changing the font to bold. However, if you still don't understand this Agreement, please let us know and we would be happy to explain it to you (we've made it as easy as we could!).

As you know legislation in South Africa is changing regularly and we have inflation so we will be updating this agreement and our fees from time to time. We will only do this after notifying you that we will be changing this Annexure and you will always be given the opportunity to terminate our services before the amended Annexure comes into force if you are unhappy with the amendments. As always please give us a call if you are unhappy and we will try to solve the problem as quickly as possible.

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1. Definitions

- 1.1 This agreement incorporates all the definitions as set out in the Account Service Terms Agreement between Netcash and the Client.
- 1.2 Netcash Debit Orders Service is described in the Overview of this Agreement.
- 1.3 The Minimum Requirements to use the Debit Order Services can be found on the Client's online profile.

2. Introduction and Recordal

- 2.1 Netcash owns the Netcash System which it uses to provide Debit Order Services to Clients as more fully set out in this document.
- 2.2 The Client wishes to enter into an agreement whereby it will be able to have access to the Netcash System to use the Debit Order Services subject to the terms and conditions of this document and the Account Service Terms Agreement.
- 2.3 This document deals with debit orders which are levied against the Customer's account but does not deal with any Transactions concluded between the client and the Customer by means of the Internet. Unless otherwise indicated all clauses within this document apply to debit orders which are levied against the Customer's bank account as well as debit orders against Cards.

3. Commencement and Duration

- 3.1 Access to the Netcash System and the use of the Debit Order Services shall commence on the Date of Acceptance of these service terms and shall endure indefinitely subject to the termination clauses within the Account Service Terms Agreement as modified hereby.

4. Use of the Debit Order Services

- 4.1 On Instruction by the Client, Netcash will process the Transaction provided that Netcash may deviate from the Instruction if the Netcash System does not allow the Instruction to be processed (such as, for example, if the specific User does not have permission to use this service).
- 4.2 The Client shall ensure that all Instructions are sent to Netcash timeously according to the specific processing dates, times and methods as advised by Netcash from time to time.
- 4.3 Netcash will only accept an Instruction/s if the Instruction includes all data required by Netcash to process the Transaction/s and the Client hereby undertakes to provide complete and accurate Instructions to Netcash.
- 4.4 Any Instructions provided through the use of the Access Codes shall be deemed to have been authorised by the Client, and Netcash shall be entitled to rely on and act upon the

Instructions as being genuine Instructions and not tainted by fraud or any other illegal activity unless the Client informs Netcash of the use of its Access Codes for any unauthorized activity, and Netcash will then only be required to stop or reverse the Instruction or Transaction in the event that it has the necessary time to do so and it is technically and legally feasible to do so.

- 4.5 In the event that a Transaction was processed, and monies were incorrectly deducted from a Customer's Bank Account due to an error in the Instruction from the Client (for whatever reason including fraud and negligence) or in the event that Customer disputes a Transaction, Netcash will be entitled to reverse the transaction if it is legally and technically feasible to do so and to charge the Client a fee for this action.
- 4.6 In the event that it is not possible to reverse the Transaction as explained in clause 4.4 and 4.5 above, Netcash shall be entitled to deduct the necessary monies (in addition to any other fee as set out hereunder) from the Client's account to repay the Customer.

5. Fees and Payment

- 5.1 In return for the Debit Order Services, Netcash will be entitled to deduct the agreed Netcash Fees as set out herein.
- 5.2 While Netcash shall endeavour to update its fees annually in July of each successive year, Netcash may be obliged to update its fees at some other time due to changes in legislation or by third party providers. In the event that Netcash changes the Netcash Fees it shall provide the Client with 30 calendar days' notice thereof and the Client shall be entitled to cancel this Agreement within the 30 (thirty) calendar day notice period if the Client objects to the increase in the Netcash Fees.
- 5.3 In addition to the Netcash Fees, Netcash shall be entitled to deduct the following from the Settlement Amount:
- 5.3.1 all tariffs and fees as levied by means of law or as levied by other banking or other institution registered in terms of the National Payment System Act No. 78 of 1998 or any other banking institution which is entitled to levy a fee or tariff on the Transaction.
- 5.3.2 any interest that is levied either by Netcash or by a third party on the Transaction.
- 5.3.3 any unpaid or unsuccessful or disputed collections which are returned by the Customer's bank; and
- 5.3.4 any other monies that Netcash was required to pay on the Client's behalf to process the Transaction.
- 5.4 If Netcash pays more monies to the Client than the Client was entitled to recover or under-recover any fees, charges, or interest as set out above, Netcash shall be entitled to deduct the amount of such overpayment, fees, charges, and/or interest by means of set-off from the next Transaction/s that Netcash processes on behalf of the Client. If Netcash refunds any overpayment as set out in this clause it shall provide the Client with the full accounting detailing the way in which the set-off was calculated.

- 5.5 In the alternative to clause 5.4 above Netcash may, at its sole discretion, elect to recover the overpayment, fees, charges, and/or interest from the Client directly and not by means of set-off and the Client hereby authorizes Netcash to make the necessary payment from the Client Bank Account.

6. Undertakings by Client

- 6.1 The Client represents and warrants to Netcash that:
- 6.1.1 It shall ensure that it complies with the Minimum Requirements to use the Debit Order Services as communicated by Netcash to the Client from time to time.
 - 6.1.2 Any Instruction sent to Netcash has not been sent to a third party and/or has not been ceded to a third party nor is the debit order being processed on behalf of a third party.
 - 6.1.3 It has verified that the name, account number, branch clearing code or card number refer to the same person.
 - 6.1.4 It has a Debit Order Mandate from each Customer in its possession which authorises the Client and/or Netcash to deduct the debt from the Customer.
 - 6.1.5 It will provide the written Debit Order Mandate or the voice recording of the Debit Order Mandate by close of business on the day following the day on which requested to do so by Netcash.
 - 6.1.6 It will advise the Customer that the debit on the Customer's Bank Account will reflect the name of Netcash or such other name as advised by Netcash from time to time and the name of the Client; and
 - 6.1.7 It will report any mistake with an Instruction of which it is aware at least two days prior to the Transaction date.
- 6.2 In relation to debit orders relating to Cards only the Client warrants:
- 6.2.1 That the Client will ensure that the Cardholder's name, the expiry date of the Card is contained in the Debit Order Mandate.
 - 6.2.2 That the Client will check the commencement date and expiry date of every Card and ensure that no Instruction is provided to Netcash in relation to a Card which has expired or not commenced.
 - 6.2.3 That it will resolve any disputed Transactions with the Customer.
 - 6.2.4 That it will not create the impression that Netcash or Card Issuers/Licensed Providers endorses or guarantees any of its goods and/or services.
 - 6.2.5 That the Client will honour all valid Cards without discrimination, when properly presented and validated in payment of goods and/or services; and
 - 6.2.6 That the Client has properly disclosed the full price, goods and services offered, delivery and other costs and taxes (if applicable), its contact details and terms and conditions of sale, its dispute resolution procedure, and the use of Netcash to recover the monies to the Customer.

6.3 Cannot levy additional charge for credit card transactions – surcharges.

7. No-fault Termination

7.1 Both Parties may terminate this Agreement on 30 (thirty) days' notice. For the sake of clarity, it is recorded that the termination of this Agreement will only terminate the Debit Order Services and the remaining Netcash Services for which the Client has signed the necessary Agreement/s to the Account Service Terms Agreement will be unaffected by the termination of this Agreement.

8. Other Warranties

8.1 To the extent permissible by law no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

9. Inclusion of terms from the Master Agreement

For the sake of clarity, it is reiterated that the clauses as found in the Account Service Terms Agreement are included herein by reference and that this Annexure must be read in conjunction with the Account Service Terms Agreement.