

1 Introduction

- 1.1 These Transaction Type Terms apply to POS Transactions and must be read together with the application form and the Service Terms.
- 1.2 **Please read the Transaction Type Terms carefully as they may exclude or limit our liability (responsibility) to you and impose legally binding obligations on you. You must decide whether the Merchant Services are suitable and adequate for your needs. Unless an Applicable Law or Rule states otherwise, you accept all risks associated with your use of the Merchant Services.**
- 1.3 **Please note the following material risks of processing POS Transactions:**
- 1.3.1 **If we make a payment to your bank account, this may be reversed later, for example if a payment is subject to a chargeback or Claim or if it is otherwise invalid. This means that a payment from your bank account may be reversed after you have provided the Cardholder with the goods or services.**
- 1.3.2 **We may terminate, suspend or limit your access to your bank account or the Transaction Type (including the acceptance of any Card), and/or limit access to your funds if we suspect that you are involved in any Prohibited Activity or if you breach the Agreement.**
- 1.4 **You must comply with all Applicable Laws and Rules when you process this Transaction Type.**

2 General

- Unless we let you know otherwise:
- 2.1 the Service Terms, Equipment Rental Schedule and application form are incorporated by reference and this Transaction Type Schedule will be subject to those terms as well as the definitions and rules of interpretation.
- 2.2 if this Transaction Type Schedule is terminated, that will not affect any other part of the Agreement, including the Service Terms or any other Transaction Type Schedule.

3 Definitions

- In these Transaction Type Terms:
- 3.1 **access PIN** means the PIN you select to access the VAS on the POS device (this PIN replaces the PIN you get on activation).
- 3.2 **Authenticated Transaction** is as defined in the Service Terms, for example any POS Transaction that you authenticate by verifying that:
- 3.2.1 the signature on the Receipt is the same as that on the Card presented by the Cardholder;
- 3.2.2 the Cardholder has entered a PIN (as defined in the Service Terms) for all Transactions as prompted by the POS device.
- 3.3 **AutoSwitch Equipment** means an AutoSwitch POS device (including the security software), modem, 3G failover device, power over ethernet switch or hardware firewall, unless we let you know otherwise.
- 3.4 **AutoSwitch Solution** means the AutoSwitch Equipment that we provide to you, that is integrated with your point-of-sale system and that allows Transactions to be sent directly to us in a secure manner.
- 3.5 **Card** is as defined in the Service Terms and may be a Contact Card or a Contactless Card.
- 3.6 **Cashback(s)** means the cash that you give to Cardholders when they use their qualifying Card to withdraw cash from your POS device, whether or not they do it as part of a Transaction.
- 3.7 **Cashback Threshold** is the point where the Cashbacks you process is more than 30%, in terms of number or value, of the Transactions you process, unless we let you know otherwise.
- 3.8 **Contact Card** means a Card that can be swiped through or inserted into a POS device.
- 3.9 **Contactless Card** means a Card that can be tapped on or near a POS device and can also be a Contact Card.
- 3.10 **Equipment** is as defined in the Service Terms and the application form and may include a POS device and AutoSwitch Equipment, where applicable.
- 3.11 **Fallback** means processing a POS Transaction through magnetic-strip technology (by swiping the Card instead of inserting it into the POS device) because the chip on the Card is not working.
- 3.12 **Forecourt Software** means software loaded onto the POS device to allow you to accept Cards for petroleum products if we approve this.
- 3.13 **Imprinter** means a Standard Bank-owned imprinting card machine or a Standard Bank-approved imprinting booklet.
- 3.14 **magnetic strip** means the strip on the back of a Card that contains Card Information.
- 3.15 **Manual Card Entry** means a function on the POS device that allows you to manually enter the Card Information on the POS

device by using the Supervisor PIN (instead of tapping, swiping or inserting the Card).

Manual Transaction means a POS Transaction that you do offline or through a Manual Card Entry.

MCC means "merchant category code", the four-digit code that we assign to you to classify your type of business.

offline means the POS device is not working or not connected to the internet.

online means the POS device is working or connected to the Internet and an authorisation is done in real time.

Party means either you or us and **Parties** means both of us.

PED means the PIN entry device Cardholders use in POS Transactions to enter their Card PIN.

petroleum products means petrol, oil, oil additives, diesel, fuel, paraffin, petrol additives and other, similar motor vehicle products, but not aviation fuel.

Phone for Approval means a function on the POS device that requires you to call for authorisation.

PIN-less Product Confirmation means the SMS sent to your customer's cellphone number that electronically transfers the VAS quantity to the customer.

POS device means a point-of-sale device that captures, transmits, and electronically authorises Transaction Data. A POS device includes a standalone or countertop POS device (**AutoLink**), an integrated POS device (**AutoLane**), a PED, a mobile POS device (**MPOS** or **PocketBiz**) or an AutoSwitch POS device.

POS Transaction means a Transaction that you process through a POS device and may include a Cashback or a VAS Transaction, depending on the context.

POS Transaction Slip means a voucher physically or electronically generated by a POS device or your retail point-of-sale system, after a POS Transaction is complete.

Product Confirmation can refer to either a Voucher or a PIN-less Product Confirmation.

Receipt is as defined in the Service Terms, for example a POS Transaction Slip, Sales Voucher or VAS Receipt.

Sales Voucher means a voucher that we supply and that you must use with the Imprinter for Manual Transactions to make an imprint of the Card.

Software means software as set out in the Service Terms and:

3.31.1 if you use the AutoSwitch Equipment, includes the software;

3.31.2 if you accept Card payments for petroleum products, includes the Forecourt Software.

3.32 **Supervisor PIN** means the PIN that you can use to override certain functions of the POS device.

3.33 **Transaction Type** is as defined in the Service Terms, for example POS Transactions.

3.34 **VAS** means any value-added service or product provided by a supplier that you can offer to your customers through the POS device.

3.35 **VAS fee** means the commission or discount payable to you in respect of each VAS Transaction, as detailed in the VAS price lists provided to the Merchant from time to time.

3.36 **VAS Transaction** means a transaction in terms of which a customer buys a VAS from you, as evidenced by the issue of a VAS Receipt and the Product Confirmation.

3.37	VAS Receipt means a slip generated by a POS device after a VAS Transaction has been completed.		
3.38	Voucher means the physical voucher generated by the POS device and reflecting the VAS quantity purchased by a customer.		
4	Your Obligations In addition to what is set out in the Service Terms and Equipment Rental Schedule, you must do the following:		
4.1	Honour all valid Cards (as defined in the Service Terms) properly presented by Cardholders for payment.		
4.2	Make sure that each Card is a Valid Card (as defined in the Service Terms).		
4.3	Only use POS Transaction Slip tally rolls as specified or approved by us.		
4.4	Get the signature of the Cardholder where stipulated on the Receipt.		
4.5	Where applicable, check that the Card number on the Card is the same as the Card number on the Receipt.		
4.6	Where applicable, make sure that the Cardholder's signature on the Receipt is the same as the one on the Card presented by the Cardholder.		
4.7	Make sure that Cardholders enter their PIN for all POS Transactions when prompted by the POS device.		
4.8	Not process POS Transactions through Fallback unless we approve you for this, with the understanding that a POS Transaction processed through Fallback could be charged back to you and that, whether or not we approve you for this, you are liable for such POS Transaction.		
4.9	Make sure that all POS Transactions are processed online and, if the POS device is offline, only process this Transaction if we have approved you to process Manual Transactions, with the understanding that a Manual Transaction could be charged back to you and that, whether or not we approve you for this, you are liable for such Manual Transaction.	4.15.3	If you give us proof that you complied with our requirements and processes, we will use this proof to try to defend any chargebacks. However, we do not guarantee that a Manual Transaction will not be charged back to you and you are still liable for such Manual Transaction. You must make sure that there are enough funds in your bank account against which to debit the chargebacks that follow from the processing of Manual Transactions by you.
4.10	Get authorisation for the POS Transaction if the signature panel on a Card is blank and ask the Cardholder for more identification information but do not record it and, if you are satisfied that the information given is true and correct and that the Cardholder resembles the person in the photograph set out in the identification information, also ask the Cardholder to sign the Card.	4.15.4	We may remove your right to process Manual Transactions (and to use the Manual Card Entry and Phone for Approval functions) on the POS device without giving you notice.
4.11	Give the Cardholder his/her Receipt after the POS Transaction has been completed.	5	Cashback Procedure
4.12	Make sure that the POS device is switched on at all material times and that the communication links are active to ensure that the Hot Card list is uploaded automatically to the POS device. If you fail to do this, you will be liable for the Losses that you incur if you accept a Card that is listed on the Hot Card list.	5.1	If we have enabled you to process a Cashback for a Cardholder, you must comply with all our requirements and instructions, for example:
4.13	If you use your own POS device to process POS Transactions, make sure it is EMV-certified by the relevant Payment Schemes and approved by us in writing, because all POS Transactions processed through that POS device could be charged back to you and you will be liable for them.	5.1.1	You may only process a Cashback if you, the Cardholder and the Card are present (in other words, in a "face-to-face" environment). Cardholders must authenticate themselves when they do the Cashback (for example by entering their PIN on the POS device).
4.14	Make sure that all the Valid Transactions processed through the POS device are uploaded to us every day (this is referred to as batching), at which time your POS device will send us an instruction to settle any Transaction(s) processed through it, with the understanding that, if you do not batch timeously, then we may not be able to present the Transaction(s) for payment to the Issuers within the required time (making it a Late Settlement), which means that the Transaction(s) will be charged back to you and that you are liable for the Losses you suffer if you do not batch timeously and there is a Late Settlement.	5.1.2	the Cashback must be processed online, through the POS device, in South African Rand only. If the POS device is offline, you are not allowed to go ahead with a Cashback. You cannot process the Cashback as a Fallback.
4.15	Additional undertakings for Manual Transactions:	5.1.3	The amount of the Cashback must not be more than any Cashback limit that we inform you about or more than the amount reflected when the Card is used with the POS device.
4.15.1	You undertake to proceed with Manual Transactions only where we have approved you to do so. Depending on your MCC, how long you have been in business and any other information we regard as important, we may also take additional steps, which could include delaying or suspending settlement and checking that the Manual Transaction is legitimate. A Manual Transaction could be charged back to you. Whether or not we approve you for this, you are liable for such Manual Transaction if it is charged back to you.	5.1.4	You must not use or recommend that a Cardholder use or encourage or tell a Cardholder to use the proceeds of a Cashback to pay for a Transaction.
4.15.2	If we approve you to process Manual Transactions, you undertake to comply with all our processes and requirements as updated from time to time, including the following:	5.1.5	You cannot exceed the Cashback Threshold in any month.
	<ul style="list-style-type: none"> A Manual Transaction can only be processed where you, the Cardholder and the Card are present (in other words, in a "face-to-face" environment). 	5.1.6	The POS Transaction Slip must reflect the Cashback amount as a separate field.
		5.1.7	You cannot process a refund for any Cashback or for the Cashback part of a Transaction.
		5.2	Provided you fulfil your obligations and follow our instructions at all times, we will not charge you Merchant Commission for processing a Cashback or for the Cashback part of the Transaction.
		5.3	We may conduct audits (regular or unplanned) of your Cashback facility to make sure that you do not abuse it. If there is abuse, or if you exceed the Cashback Threshold in any month, we may remove the Cashback facility and/or charge you Merchant Commission in respect of each Cashback that you process (or for the Cashback part of a Transaction), on notice to you.
		6	YOUR obligations with regard to VAS
		6.1	You acknowledge and agree that:
		6.1.1	The VAS suppliers are responsible for the VAS Transactions and they are separate from us. If your customer has a complaint about a VAS purchase, they should contact us (unless the VAS Receipt or Product Confirmation states that they must contact the VAS provider directly) and we will take up the issue with the VAS provider on their behalf.

- 6.1.2 **As we only facilitate the VAS, we have no control over the VAS providers' networks or information technology infrastructure used to provide the VAS. We do not give any guarantee about the VAS, including its performance.**
- 6.1.3 **If the POS device or the VAS software on the POS device fail in their functions, you cannot process a VAS Transaction.**
- 6.1.4 **The VAS provided through the POS device as well as the VAS price list depends on each VAS supplier and may only be valid for a certain period at a time. We will let you know from time to time by email what VAS you can offer on the POS device, and provide you with the VAS price list and the VAS fees. If you do not agree with the VAS price list or the VAS, do not process a VAS Transaction.**
- 6.1.5 **Each VAS is subject to the VAS supplier's terms and conditions, which we will give you if you ask for them. You must ensure that you have the latest version of the terms and conditions.**
- 6.2 If we have enabled you to offer VAS to your customers, you must comply with all our requirements and instructions. For example:
- 6.2.1 You must keep enough funds in the bank account to cover the costs of the VAS Transactions. This means that if there are no funds in the bank account, no VAS Transaction will be completed (the bank account is debited before the VAS Receipt and the Product Confirmation can be issued).
- 6.2.2 You must only offer the VAS to customers during your normal hours of operation and extended business hours, where applicable.
- 6.2.3 **You must bring any VAS terms and conditions to the attention of customers and ensure that they agree to these terms, and particularly the following:**
- **Should they have any queries or complaints regarding the VAS Transaction (including the Product Confirmation), they must contact us (unless the VAS Receipt or Product Confirmation states that they must contact the VAS provider directly) and we will take up the matter with the VAS provider on their behalf; and**
 - **once a VAS has been purchased, it cannot be refunded for any reason.**
- 6.2.4 You should memorise the access PIN or keep it in a safe place, separate from the POS device. **You must let us know immediately if the access PIN has been lost, stolen or compromised in any way.**
- 6.2.5 You must let us know as soon as you can if the VAS software is not working for any reason.
- 6.2.6 You must ensure that the POS device prints a daily report detailing the total number and value of VAS Transactions conducted.
- 6.2.7 You must keep proper books of accounts and records relating to the VAS Transactions and daily reconcile the total VAS Transactions per POS device.
- 6.3 Provided you fulfil your obligations and follow our instructions, we will pay you the VAS fees for each VAS Transaction. You authorise us to debit the bank account with the value of each VAS Transaction that you process less the VAS fees and to credit the VAS supplier's bank account accordingly.
- 6.4 Even if we have already paid you for the VAS fees, either Party can dispute the payment within 60 days of the date the VAS Transaction took place (Audit Period). If either Party disputes it, that Party will let the other Party know about it in writing, specifying:
- 6.4.1 the specific amount in dispute; and
- 6.4.2 alleged reasons or grounds for dispute.
- 6.5 If the Parties cannot resolve such dispute within 30 days, they will refer the dispute to their respective financial managers or their authorised representatives for determination. If they cannot resolve the dispute within 10 days, it will be referred for resolution in accordance with clause dealing with dispute resolution in the Service Terms.
- 6.6 If a Party fails to dispute any payment for the VAS fees within the Audit Period, it will cause significant accounting and budgetary problems. No Party will therefore be liable to pay any sum in respect of a VAT Invoice that has not been disputed within the Audit Period.
- 7 Acceptance of cards for petroleum products**
- If we approve you to accept Card payments for petroleum products, then we will load the Forecourt Software onto the POS device. In addition to your other obligations as set out in this Transaction Type Schedule, you must record on the POS Transaction Slip the registration number of the vehicle for which the petroleum products have been bought. In addition, the POS Transaction Slip must reflect the petrol pump attendant's signature.