

# Sage Pay Debit Orders Service Terms

between

## Sage Pay (Pty) Ltd

Registration Number: 2001/019308/07

("Sage Pay")

and

## Belvigyn (Pty) Ltd

Registration Number: 2017/394431/07

(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 Sage Pay (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 Main 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.

Yours faithfully

**The Sage Pay Team**

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### 1 Definitions

1.1 This agreement incorporates all the definitions as set out in the Account Service Terms agreement between Sage Pay and the Client.

### 2 Introduction and Recordal

2.1 Sage Pay owns the Sage Pay 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 Sage Pay System in order 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 Sage Pay 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, Sage Pay will process the Transaction provided that Sage Pay may deviate from the Instruction if the Sage Pay 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 Sage Pay timeously according to the specific processing dates, times and methods as advised by Sage Pay from time to time.

4.3 Sage Pay will only accept an Instruction/s if the Instruction includes all data required by Sage Pay to process the Transaction/s and the Client hereby undertakes to provide complete and accurate Instructions to Sage Pay.

4.4 Any Instructions provided through the use of the Access Codes shall be deemed to have been authorised by the Client, and Sage Pay 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 Sage Pay of the use of its Access Codes for any unauthorized activity, and Sage Pay 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, Sage Pay 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, Sage Pay shall be entitled to deduct the necessary monies (in addition to any other fee as set out hereunder) from the Client's account in order to repay the Customer.

### 5 Fees and Payment

5.1 In return for the Debit Order Services, Sage Pay will be entitled to deduct the agreed Sage Pay Fees as set out herein.

5.2 While Sage Pay shall endeavour to update its fees annually in July of each successive year, Sage Pay 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 Sage Pay changes the Sage Pay 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 calendar day notice period if the Client objects to the increase in the Sage Pay Fees.

5.3 In addition to the Sage Pay Fees, Sage Pay 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 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 Sage Pay 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 Sage Pay was required to pay on the Client's behalf in order to process the Transaction.

5.4 If Sage Pay pays more monies to the Client than the Client was entitled to recover or under-recovers any fees, charges or interest as set out above, Sage Pay 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 Sage Pay processes on behalf of the Client. In the event that Sage Pay

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 Sage Pay 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 Sage Pay to make the necessary payment from the Client Bank Account.

## **6 Undertakings by Client**

- 6.1 The Client represents and warrants to Sage Pay that:
- 6.1.1 It shall ensure that it complies with the Minimum Requirements to use the Debit Order Services as communicated by Sage Pay to the Client from time to time;
  - 6.1.2 Any Instruction sent to Sage Pay 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 Sage Pay 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 Sage Pay;
  - 6.1.6 It will advise the Customer that the debit on the Customer's Bank Account will reflect the name of Sage Pay or such other name as advised by Sage Pay 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 Sage Pay 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 Sage Pay 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 Sage Pay 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 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 Sage Pay 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.

Signed by Keri Cross (User Id: 117584) on 14 Aug 2019 at 10:22 using signature token d37e6934-f996-4234-b2d9-84ed8724f5be while logged in from IP address 41.71.15.225