



### Terms and Conditions entered into between User, EFTPOS and Mercantile Bank

This Application is subject to the terms and conditions set out below as well as Mercantile Bank and EFTPOS Standard Terms and Conditions, which shall be read together with this document and the agreement signed between yourself and EFTPOS. If there is any conflict between the below terms and conditions and the Standard Terms and Conditions, the Standard Terms and Conditions supersede the below terms and conditions. Both sets of Standard Terms and Conditions will be made available by your Sales Representative and are available at either [www.eftpos.co.za](http://www.eftpos.co.za) or from the Customer Call Centre: 0861 338 767.

#### 1. DURATION

- 1.1. This Agreement shall commence on the date of signature hereof by the party signing last and shall thereafter continue for a fixed period of 24 (twenty four) months unless it is terminated by a party in terms hereof or the law.
- 1.2. After expiry of the 24 (twenty four) months period referred to in 1.1, this Agreement shall continue for an indefinite period until terminated by a party with 30 (thirty) days written notice to the other party or until it is otherwise terminated by a party in terms hereof or the law.
- 1.3. Should the Merchant withdraw or resile from this Agreement or Mercantile Bank terminate this Agreement for whatever reason within the 24 (twenty four) month period referred to in 1.1, the Merchant shall immediately pay to Mercantile Bank all fees and/or other amounts that may be due and/or payable by the Merchant to Mercantile Bank in terms of this Agreement in respect of the remainder of such 24 (twenty four) month period and the Merchant hereby irrevocably authorises Mercantile Bank to debit the Nominated account or any of the Merchant's other accounts with such fees and/or other amounts.

#### 2. THE MERCHANT'S OBLIGATIONS

- 2.1. The Merchant must obtain and use the Facilities and the Equipment as provided in this Agreement.
- 2.2. The Merchant must, subject to the provisions of this Agreement, accept all signed, valid and current Cards, which are not listed on the hot-card list, if tendered by a Cardholder as method of payment for services validly and legally rendered or goods validly and legally sold to a Cardholder in the course of the Merchant's ordinary business.
- 2.3. The Merchant may not render the services or sell goods to a Cardholder at prices that exceed the Merchant's regular prices or discriminate against any Cardholder by adding any surcharge or by setting a minimum or maximum transaction amount as a condition of accepting a Card.
- 2.4. The Merchant may not change the Nominated account or the nature of its business and must procure that the ownership of the Merchant is not changed without the prior written approval of EFTPOS and where applicable, Mercantile Bank. Mercantile Bank and EFTPOS shall be entitled to refuse to provide such approval without providing any reason for such refusal or may provide approval subject to specified conditions or requirements as determined by Mercantile Bank and EFTPOS in their sole discretion, being met, failing which Mercantile Bank and/or EFTPOS may immediately on written notice to the Merchant and the other party, terminate this Agreement.
- 2.5. The Merchant must pay to Mercantile Bank the Merchant discount as follows:
  - 2.5.1. Credit cards, the greatest of:
    - 2.5.1.1. Merchant discount as set out in the Merchant Discount Schedule annexed hereto as Annexure A, calculated as a percentage of the total daily or monthly value of all receipts generated by the Equipment and electronically posted by the Merchant; or
    - 2.5.1.2. a minimum monthly fee of R499.00 or such other amount as Mercantile Bank may notify the Merchant in writing from time to time;
  - 2.5.2. Debit cards: Merchant discount as set out in the Merchant Discount Schedule annexed hereto as Annexure A.
  - 2.5.3. Garage/Petro cards: Merchant discount as set out in the Merchant Discount Schedule annexed hereto as Annexure A.
- 2.6. The Merchant hereby irrevocably authorises Mercantile Bank to debit the Merchant's Nominated account or any other bank account of the Merchant at whatever bank it may be conducted, on a monthly, weekly or daily basis with the amounts payable in terms of 2.5. Mercantile Bank shall be entitled to vary the Merchant discount from time to time or the basis on which the Merchant discount is debited, from a monthly to a daily or weekly basis, with 30 (thirty) days written notice to the Merchant, which notice may be contained on the statements provided by Mercantile Bank to the Merchant.
- 2.7. The Merchant may only allow cash withdrawals with purchase by holders of Debit cards as set out in Clause 3.7.6.5.
- 2.8. The Merchant is obliged to ensure that the Equipment or other electronic devices used for card transaction processing (irrespective of whether it is controlled and owned by the Merchant or by EFTPOS), as approved by Mercantile Bank, must be able to accept and process Chip cards according to the EMV Integrated Circuit Card Specification
- 2.9. **The Merchant is obliged to meet the EMV compliance requirements as set out in Clause 2.8 and indemnifies Mercantile Bank against any claim or liability that may arise as a result of non-compliance with the provisions of clause 2.8.**
- 2.10. **The Merchant must raise any concern regarding the correctness or any other aspect of any entry on the Nominated account within 30 (thirty) days from**

August 2017



the date on which such entry appeared on the bank statement relating to the Nominated account, failing which the Merchant shall forfeit and hereby waives any claim it may have against Mercantile Bank regarding such entry.

- 2.11. The Merchant must ensure that all transaction/Equipment generated slips are legible and the Merchant shall, without prejudice to any other right that a party may have in terms of this Agreement, be liable for all losses, claims or damages that may be incurred as a result of a transaction/Equipment generated slip being illegible.
- 2.12. The Merchant shall, without prejudice to any other right that a party may have in terms of this Agreement, be liable for any fees or penalties payable as a result of the Merchant failing to comply with its obligations in terms hereof.
- 2.13. The Merchant shall be liable for all chargebacks as envisaged in the applicable card scheme rules and regulations.
- 2.14. When a Chip card is presented for payment, and the transaction cannot be processed electronically, the Merchant shall, without prejudice to any other right that a party may have in terms of this Agreement, be liable for all losses, claims or damages that may be incurred as a result of the transaction being processed regardless of whether an imprint was made or not. The Merchant may (but is not obliged), under the circumstances contemplated herein, require an alternative method of payment from the Cardholder.
- 2.15. The User acknowledges that all rights, title and interest in and to each of the Trade Marks vest in Paycorp Group (Pty) Limited and that it has no claim of any nature in and to any of the Trade Marks.
- 2.16. The User shall not, at any time during or after termination or cancellation of this Agreement dispute the validity and enforceability of any of the Trade Marks or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of that right, title and interest and shall not counsel or assist any other person to do so.
- 2.17. The User shall not, at any time whether during the subsistence of this Agreement or after termination or cancellation of this Agreement, apply anywhere in the world to register any trade mark identical to a Trade Mark or so nearly resembling a Trade Marks as to be likely to deceive or cause confusion.
- 2.18. The User shall not, without the prior written consent of EFTPOS adopt or use upon or in relation to any trade marks, names or style resembling the Trade Marks or any of them.
- 2.19. The User shall not use the Trade Marks without the prior written consent of the EFTPOS and then only on terms and conditions as determined by EFTPOS in its sole and absolute discretion.

### 3. PROCEDURES AND AUTHORISATIONS

#### 3.1. FLOOR LIMITS

- 3.1.1. The Floor limits at each place of business of the Merchant shall be as set out in the Schedule of Floor limits annexed hereto as Annexure B.
- 3.1.2. EFTPOS shall have the right to vary the Floor limits from time to time by giving the Merchant written notice of such variation.
- 3.1.3. If Chip card transactions are processed using the magnetic stripe data or the manual entry of card data, a zero floor limit shall apply and the Merchant must obtain Mercantile Bank's authorisation in respect of all such transactions.

#### 3.2. AUTHORISATIONS

- 3.2.1. The Merchant shall obtain authorisation for all Electronic transactions by using the Electronic authorisation function.
- 3.2.2. Where a sales voucher is used or the Equipment requires the Merchant to do so, the Merchant must obtain Mercantile Bank's prior authorisation in respect of transaction amounts in excess of the authorised Floor limit.
- 3.2.3. The Merchant must indicate the authorisation code number on the sales voucher, or, by using the Merchant Supervisor Function, manually key in the authorisation code number on the Equipment whereupon it will be printed on the receipt generated by the Equipment. Subject to provisions of clause 2.14.
- 3.2.4. Subject to the provisions of clause 3.7.3, if the Equipment is unable for any reason whatsoever to read a Card electronically, the Merchant shall obtain Mercantile Bank's prior authorisation in respect of transaction amounts in excess of the Floor limit, obtain an imprint of the Card by means of the Zip-Zap machine or the Manual Card Imprint Booklet forming part of the Equipment, on stationary provided by Mercantile Bank, obtain the Cardholder's signature on the stationary on which the imprint of the Card has been obtained as well as note legibly on the sales voucher sufficient detail to identify the Cardholder, the Merchant and the Card issuer. Such detail shall include at least the name and address of the Merchant, the name or trade name of the Card issuer as it appears on the face of the Card, the account number, the ICA number, the expiry date (or, in the case of a card bearing a dual date, both the commencement date and the expiry date), the Cardholder's name and any company name. The Merchant shall also use its best efforts to record on the voucher any other embossed data such as security symbols. The Merchant must subsequently post the details thereof, including the authorisation code number, on the Equipment. The Floor limit for manual transactions shall apply. The Merchant must retain the copy of the signed sales voucher and the receipt generated by the Equipment for a period of at least 180 (one hundred and eighty) days from the date of the transaction. The said sales vouchers may not be presented for payment. It is specifically agreed that the Merchant may not use slips generated by the Equipment to imprint the Card under the circumstances contemplated herein and should the Merchant do so, the transaction will be subject to chargeback.
- 3.2.5. The Merchant may not split or disguise transactions or act in any way to avoid obtaining authorisation.
- 3.2.6. Mercantile Bank shall be entitled to refuse an authorisation without giving any reasons.



- 3.2.7. Any payment by Mercantile Bank of an amount in excess of the Floor limit for which no prior authorisation was obtained, shall be without prejudice to Mercantile Bank's rights, and shall not exempt the Merchant from its obligation to obtain authorisation for subsequent transactions.
- 3.2.8. Authorisation must be obtained for all budget transactions.
- 3.2.9. If the Cardholder presents an expired card or if the Cardholder does not have his/her Card available or if the Card is not signed or if the Merchant is suspicious of the transaction, the Merchant may not proceed with the transaction.
- 3.2.10. In the event that the Equipment displays a message of "DECLINE", the Merchant is not obliged to contact Mercantile Bank. However, should the Equipment display a message of "PLEASE CALL" or "REFER TO ISSUER" the Merchant is obliged to contact Mercantile Bank's Authorisation Centre immediately.
- 3.2.11. **An authorisation granted by Mercantile Bank in terms of this clause 3 merely indicates that the relevant Cardholder has sufficient funds in its relevant Card account to meet payment of the specific authorised transaction as at the time and date of authorisation. Such authorisation does not warrant:**
  - 3.2.11.1. **the validity or authenticity of the Card;**
  - 3.2.11.2. **the authenticity of the person presenting the Card;**
  - 3.2.11.3. **the eventual payment by Mercantile Bank of the value of the authorised transaction;**
  - 3.2.11.4. **that payment by Mercantile Bank of the value of the authorised transaction, may not be charged back at a later stage by Mercantile Bank to the Merchant.**
- 3.2.12. The Merchant must obtain authorisation in respect of all transactions effected with a Chip card if processing is done using the magnetic stripe data (in which case the Equipment will automatically call for authorisation or require the Merchant, who is obliged, to contact Mercantile Bank telephonically for authorisation) or the manual entry of Card data (in which case the Merchant must contact Mercantile Bank telephonically for authorisation). Subject to provision made in clause 2.14 and 3.1.3.
- 3.2.13. When a Chip card transaction is processed, certain additional security checks relating to data stored on the Card takes place and may result in the Equipment requiring online authorisation irrespective of the transaction amount or Floor limit, in which event the Merchant is obliged to obtain authorisation.

### 3.3. INVALID TRANSACTIONS

- 3.3.1. A sales voucher and/or a receipt generated by the Equipment and/or a transaction will be invalid if:
  - 3.3.1.1. the commencement date indicated on the Card has not yet occurred or the Card has expired;
  - 3.3.1.2. the transaction does not comply with any warranties contained in Clause 4;
  - 3.3.1.3. the value of the transaction exceeds the Floor limit and no authorisation has been obtained from Mercantile Bank;
  - 3.3.1.4. the Cardholder has tendered a Card but no signature appears on the sales voucher or the receipt generated by the Equipment, alternatively the signature appearing thereon does not correspond with the signature on the Card;
  - 3.3.1.5. a Chip card is accepted by the Merchant and by utilizing the Merchant Supervisor Function in terms of clause 3.5.3 the transaction is processed using the magnetic stripe data or manual card detail entry alternatively a Chip card is accepted and processed using magnetic stripe data due to the Equipment not being EMV compliant in terms of clause 2.9.
  - 3.3.1.6. the sales voucher or receipt generated by the Equipment differs from the copy provided to the Cardholder;
  - 3.3.1.7. the sales voucher or receipt generated by the Equipment is materially incomplete;
  - 3.3.1.8. a mutilated, defaced, blank or illegible Card was accepted;
  - 3.3.1.9. the Merchant does not present the electronic transaction within the agreed period;
  - 3.3.1.10. at the time of the conclusion of the transaction, any term of this agreement has been breached;
  - 3.3.1.11. the sales voucher or receipt generated by the Equipment was not processed on an imprinter or the Equipment supplied by EFTPOS and/or approved by Mercantile Bank.
  - 3.3.1.12. the shipped goods paid for by the Cardholder were received broken or otherwise not suitable for the purpose for which they were sold, and the Cardholder tendered return thereof.
  - 3.3.1.13. The transaction represents collection of a dishonoured cheque
  - 3.3.1.14. a transaction was processed by the Merchant and paid for by the Cardholder but the goods and/or services were not received by the Cardholder.
- 3.3.2. **Mercantile Bank may in its sole discretion elect to treat any of the above mentioned transactions as valid but without prejudice to Mercantile Bank's rights in any subsequent transaction to treat any defect of a similar kind as invalid. In the event of an invalid transaction as set out above, Mercantile Bank shall have the right to charge back the said transaction as described in clause 3.1.1.**
- 3.3.3. **The Merchant shall be liable for all fees, penalties, losses, claims or damages that may be incurred as a result of an invalid transaction being processed.**

### 3.4. REFUNDS

- 3.4.1. Goods purchased may on reasonable grounds be exchanged by the Cardholder or returned to the Merchant and if the purchase price thereof must be refunded to the Cardholder or should the Merchant allow an adjustment of the purchase price, only a credit voucher accepted or approved by Mercantile Bank may be used by the Merchant for that purpose or a refund transaction on the Equipment must be completed.
- 3.4.2. The Merchant may not make a cash refund to a Cardholder of a Credit card. The refund should be processed on the same credit card number as the original transaction



- 3.4.3. The Merchant must obtain the signature of the Cardholder on the credit voucher or receipt generated by the Equipment.
- 3.4.4. The Merchant must provide the Cardholder with a copy of the credit voucher or the receipt generated by the Equipment.
- 3.4.5. The Merchant must present the credit voucher to Mercantile Bank or bank the value of the receipt generated by the Equipment within the same periods as set out in Clause 7 of the Standard Terms and Conditions.
- 3.4.6. The Merchant shall retain a copy of the credit voucher and/or receipt generated by the Equipment for a period of at least 180 (one hundred and eighty) days.

### 3.5. PROVISIONS RELATING SPECIFICALLY TO ELECTRONIC TRANSACTIONS

#### **When the Merchant uses the Merchant Supervisor Function of the Equipment in terms of this Agreement:**

- 3.5.1. **the Merchant shall ensure that only an employee of the Merchant who is duly authorised to do so shall perform or use the Merchant Supervisor Function;**
- 3.5.2. **each Merchant Supervisor Function thus performed shall be deemed to be valid and the validity thereof may not be disputed by the Merchant;**
- 3.5.3. **the Merchant shall be liable for any error occurring or fraud committed through the use of the Merchant Supervisor Function.**

### 3.6. FRAUDULENT TRANSACTIONS

- 3.6.1. In this clause the term "fraudulent transactions" means any transaction which in terms of the common law or statute would constitute fraud (irrespective of whether an authorisation code number has been issued by Mercantile Bank to the Merchant) and will include any purchase and/or transaction arising from the use of a Card by a person other than the authorised Cardholder or the use of a Card which has not been issued by a Card Issuer.
- 3.6.2. The Merchant shall not present records of transactions that it knows or should have known were fraudulent or unauthorised by the Cardholder.
- 3.6.3. **Mercantile Bank is entitled to debit the Nominated account at any time with the value of all fraudulent transactions deposited or electronically posted by the Merchant.**
- 3.6.4. Notwithstanding anything to the contrary contained in this Agreement it is hereby specifically agreed that Mercantile Bank shall be entitled to immediately terminate this Agreement if fraud is attempted or committed by the Merchant.
- 3.6.5. **Without prejudice to any of its other rights in terms hereof, Mercantile Bank shall be entitled to delay the settlement of any transaction under investigation for fraud for the duration of the investigation.**
- 3.6.6. **For avoidance of any doubt, "Chargeback" means a disputed transaction, initiated by the cardholder who claims they were not aware of the transaction processed on their card at the Merchant Terminal. These transactions may be disputed up to 180 days from the date of the transaction. The transaction may be reversed from the Merchants' bank account even in the event that the Agreement has terminated.**
- 3.6.7. **In the event of any suspicious transaction(s), EFTPOS will at its own discretion, retain the suspicious funds for a maximum of 180 days.**
- 3.6.8. **EFTPOS further reserves the right to withhold any transaction deemed to have been processed not in accordance with any provision of this Agreement.**

### 3.7. DEBIT CARDS AND MED-CARDS

- 3.7.1. Insofar as the provisions of this clause are contrary or irreconcilable with other provisions of this Agreement, the provisions of this clause will apply or prevail.
- 3.7.2. The Merchant undertakes to accept each valid Debit card and Med-card that is presented by a Cardholder to the Merchant for purposes of effecting Debit card transactions and Med-card transactions, subject to the Merchant obtaining express prior authorisation thereto from Mercantile Bank by means of the Electronic authorisation function of the Equipment. A zero floor limit shall apply to all Card transactions effected with Debit cards and Med-cards. Mercantile Bank shall be entitled to refuse such authorisations without giving any reasons.
- 3.7.3. All Debit card and Med-card transactions shall be Electronic transactions and the Merchant may not use any other device other than the Equipment to effect the transaction. If for any reason whatsoever, the Equipment is not functioning, no Debit card transactions or Med-card transactions may be effected. **In the event that the Merchant uses any other device to effect transactions, Mercantile Bank shall have the charge back rights as set out in this Agreement.** All Debit card transactions and Med-card transactions shall be effected by swiping the Card and entering a PIN.
- 3.7.4. The Merchant undertakes to pay a fee to Mercantile Bank in respect of each Debit card transaction and Med-card transaction effected by means of the Equipment, as set out in clause 2.5.
- 3.7.5. The Merchant acknowledges that the fee as described in clause 2.5 may be adjusted by Mercantile Bank by written notice to the Merchant.
- 3.7.6. On presentation of a Debit card by a Cardholder to effect a Debit card transaction, the following specific provisions shall apply:
  - 3.7.6.1. the Merchant shall enter the transaction type and amounts;



- 3.7.6.2. the Merchant shall present the Equipment to the Cardholder;
- 3.7.6.3. the Merchant shall ensure that the Cardholder can effect Debit card transactions in a secure environment;
- 3.7.6.4. **The Merchant or the Cardholder must swipe the Card through the Equipment and require the Cardholder to enter his/her PIN in the Equipment. Under no circumstances may the Merchant request the Cardholder to provide his/her PIN. The Merchant hereby acknowledges that it will be liable for all losses or damages suffered by Mercantile Bank as a result of the Merchant requesting and/or obtaining the Cardholder's PIN.**
- 3.7.6.5. the Merchant may, on request of the Cardholder, allow the Cardholder to effect balance inquiries and cash withdrawals with purchase, with a Debit card. The merchant should obtain prior written approval from EFTPOS before the Merchant may process any cash withdrawals transactions.

### 3.8. GARAGE/ PETRO CARDS

- 3.8.1. Insofar as the provisions of this clause are contrary or irreconcilable with other provisions of this Agreement, the provisions of this clause will apply or prevail.
- 3.8.2. The Merchant undertakes to honour each valid Garage/Petro Card that is presented by the Cardholder to the Merchant for purposes of effecting Garage/Petro Card transactions.
- 3.8.3. The Merchant undertakes in respect of Garage/Petro Card transactions to ensure that:
  - 3.8.3.1. the Cardholder's signature on the sales voucher or the receipt generated by the Equipment is compared and corresponds with the specimen on the Garage/Petro Card for apparent differences;
  - 3.8.3.2. the registration number of the vehicle in respect of which Petroleum products have been purchased, is noted on the petrol voucher, which note is to be supported by the petrol pump attendant's signature.
  - 3.8.3.3. a Petrol voucher is used to record the sale of Petroleum products.
  - 3.8.3.3.1. a Workshop Voucher is used to record the sale of spares and/or accessories and/or the provisions of services, repairs and/or maintenance.
  - 3.8.3.4. separate Equipment are employed in the processing of the following Electronic Transactions
    - 3.8.3.4.1. Electronic Transactions at the petroleum pumps and therefore applying solely to the sale of Petroleum Products ("forecourt transactions"); and
    - 3.8.3.4.2. Electronic Transactions mainly concluded in respect of the Merchant's workshop and therefore entailing the sale of parts and/or accessories and/or rendering of services, repairs and/or maintenance ("workshop transactions")

## 4. WARRANTIES

- 4.1. **By presenting a sales voucher or electronic transactions for payment to Mercantile Bank, the Merchant warrants that:**
  - 4.1.1. **all statements of fact contained therein are true;**
  - 4.1.2. **goods and/or services were delivered or supplied at the Merchant's normal cash price and that the price contains no additional charges or element of credit whatsoever;**
  - 4.1.3. **the said transaction between the Merchant and the Cardholder is not illegal;**
  - 4.1.4. **there has been due compliance with all the terms of this Agreement;**
  - 4.1.5. **Mercantile Bank is indemnified against any claim or liability that may arise from a dispute between the Merchant and the Cardholder in respect of goods and/or services supplied or delivered and the onus shall be on the Merchant to provide evidence to the satisfaction of Mercantile Bank that the debit of the Cardholder's account was authorised by the Cardholder;**
  - 4.1.6. **the goods and/or services referred to in the sales voucher or electronic transactions were in fact supplied by the Merchant to the Cardholder.**

## 5. INDEMNITY AND WAIVER

### 5.1. GENERAL

- 5.1.1. **The Merchant hereby indemnifies and agrees to keep Mercantile Bank indemnified and harmless against all liability, expense, claims, losses or damages which Mercantile Bank may suffer, sustain, incur or arising from or as a result of any act or omission of the Merchant or the relationship between the Merchant and Mercantile Bank or the use of or malfunction of the Facilities or the Equipment or the use of or malfunction of any telecommunications or other connections or systems required to link the Equipment to Mercantile Bank's systems, unless directly caused by the gross negligence or wilful default of Mercantile Bank.**

### 5.2. MALFUNCTION



5.2.1. The Merchant hereby irrevocably waives all claims which it may have or obtain against Mercantile Bank pursuant to the use or malfunction of the Facilities or the Equipment, unless directly caused by the gross negligence or wilful default of Mercantile Bank.

## 6. PRESENTATION FOR PAYMENT

- 6.1. The Merchant shall not directly or indirectly present for processing any data or document which did not originate from a transaction between the Cardholder and the Merchant.
- 6.2. In the case of electronic transactions, including transactions effected in terms of Clause 3.5 above, the following procedures shall apply:
  - 6.2.1. presentation for payment of a receipt generated by the Equipment shall be effected by means of interchange of electronic data between the Equipment and the computer network of Mercantile Bank. The frequency of the interchange of data shall be at the sole discretion of Mercantile Bank. The Merchant must ensure that all receipts generated by the Equipment are electronically deposited within 3 (three) business days of the transaction date.
  - 6.2.2. if for any reason whatsoever, the interchange of data cannot take place, Mercantile Bank shall be entitled (but not obliged) to obtain the necessary information from the Merchant's copy of the receipt generated by the Equipment and then to process each transaction manually.
  - 6.2.3. **the Merchant undertakes to immediately notify Mercantile Bank of any erroneous interchange of data occurring as a result of defects in the Equipment or communication link, in which event Mercantile Bank's liability shall be limited to correcting such erroneous interchange of data in the system.**
- 6.3. Mercantile Bank will have the option to credit or debit the Nominated account with the total net amount of all valid receipts generated by the Equipment.
- 6.4. The fact that Mercantile Bank credited the Nominated account does not detract from Mercantile Bank's right to reverse payment of sales vouchers and/or electronic transactions by debiting the Nominated account with the amount of the invalid sales voucher and/or electronic transaction in question.



**ANNEXURE A**

**SCHEDULE OF MERCHANT DISCOUNT PAYABLE**

Facilities	ZIP-ZAP MACHINE		EDC DISCOUNT RATES			
	Ordinary transaction	Fuel	Fuel		Credit/Debit	
			Advalorem	Fixed fee	Advalorem (minimum)	Fixed fee
CREDIT CARDS (MASTERCARD & VISA)	(VAT Excl)	NA	(VAT Excl)	NA	(VAT Excl)	NA
* AMERICAN EXPRESS CARDS	NA	NA	NA	NA	NA	NA
* DINERS CLUB CARDS	NA	NA	NA	NA	NA	NA
DEBIT CARDS	NA	NA	(VAT Excl)	NA	(VAT Excl)	NA
GARAGE/PETRO CARDS AND FLEET CARDS	NA	NA	NA	NA	NA	NA

\* To be negotiated with the card issuers respectively

**ANNEXURE B**

**SCHEDULE OF FLOORLIMITS**

Facilities	ZIP-ZAP MACHINE		EDC		
	All transactions	Fuel	Fuel	Ordinary cards	Gold cards
CREDIT CARDS (MASTERCARD & VISA)					
** AMERICAN EXPRESS CARDS	NA	NA	NA	NA	NA
** DINERS CLUB CARDS	NA	NA	NA	NA	NA
DEBIT CARDS	NA	NA	0	0	NA
GARAGE/PETRO CARDS AND FLEET CARDS	NA	NA	NA	NA	NA

This Schedule forms part of the total agreement and will serve as a summary of the Merchant's intention of cards to be accepted at all the Merchant's outlets.