

THESE OPERATIONAL TERMS AND CONDITIONS REGARDING THE USE, CASHING AND ALL OPERATIONAL ASPECTS OF USE OF THE ATM SHALL BE READ TOGETHER WITH THE GENERAL TERMS AND CONDITIONS, AND IN THE EVENT OF THERE BEING A CONFLICT BETWEEN THESE OPERATIONAL TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS, THE GENERAL TERMS AND CONDITIONS SHALL PREVAIL.

1. DEFINITIONS AND INTERPRETATION

- 1.1. The words and phrases listed below will have the meaning set out next to the corresponding word or phrase unless the context indicates otherwise:
- 1.1.1. **"Affiliate"** means any controlling shareholders and/or holding company of Paycorp Group and includes any director, officer, employee, consultant, representative, agent or adviser of any of the aforementioned entities. For these purposes, the terms "holding company" and "subsidiary company" shall have the meaning attributed to them in the Companies Act, No. 71 of 2008, as amended;
 - 1.1.2. **"Agreement"** means this Agreement and the Schedules concluded between the User and ATMS which sets out the conditions and terms in respect of the use by the User of the ATMS and the ATMS Services;
 - 1.1.3.
 - 1.1.4. **"ATM"** means the automated teller machine, alternatively the computerised telecommunications device that provides the client or Cardholder of a financial institution with access to financial transactions in a public space without the need for a cashier, human clerk or bank teller together with all devices, equipment including (if applicable) solar panels or hardware, which is used to access the ATMS services or used in conjunction with the ATMS services and which will be installed at the User's Premises for use by Cardholders, which ATM is more fully described under **Schedule "A"**;
 - 1.1.5. **"ATMS"** means ATM Solutions a division of Paycorp Group (PTY) Ltd, Registration number 2013/077629/07, having its principal place of business at Sandhaven Office Park, Pongola Crescent, Eastgate Ext 17, Sandton;
 - 1.1.6. **"Acquiring Banks or Acquiring Institution"** means a banking Institution (e.g. ABSA, Standard Bank, Nedbank amongst others) which provides financial services that can be accessed via the ATM;
 - 1.1.7. **"Business Day"** means any day, other than a Saturday; Sunday or public holiday as declared in the Republic of South Africa;
 - 1.1.8. **"Cardholder"** means the means the cardholder utilising a card issued by a banking institution which allows him or her to withdraw cash or perform any available VAS or available transactions from the ATM;
 - 1.1.9. **"Cash downtime"** means the time during which the ATM is unable to dispense cash as a result of the ATM not being loaded with sufficient amounts and denominations of cash;
 - 1.1.10. **"Commencement Date"** means the date on which the first Successful Withdrawal Transaction occurs using the ATM and **"Commencement Date"** in so far as any Schedule is concerned, shall mean:
 - 1.1.10.1. if the Schedule is signed prior to the 15th calendar day of the month, the Commencement Date shall be the 1st calendar day of the same month;
 - 1.1.10.2. if the Schedule is signed after the 15th calendar day of the the month, the Commencement Date shall be the 1st calendar day of the subsequent month; .
 - 1.1.11. **"CPA"** means the Consumer Protection Act, 68 of 2008;
 - 1.1.12. **"Data"** means personal and /or private information of the Party obtained in connection of the Agreement.
 - 1.1.13. **"Date of Signature"** means the date on which the User signed the Agreement;
 - 1.1.14. **"Day(s)"** means business days, being Monday to Friday and excludes any regulated Public holiday or a Saturday or Sunday;
 - 1.1.15. **"Including without limitation" and "amongst others"** means that the list is not an exhaustive listing;
 - 1.1.16. **"Monthly Transaction Threshold"** means, where applicable, the threshold recorded in **Schedule B** in respect of withdrawal transactions performed by Cardholders using the ATM in any 1 (one) calendar month,
 - 1.1.17. **"Network Operator"** means a company (e.g. Vodacom, MTN and Telkom) that owns an electronic communications network, and which makes such network and the electronic communications services conveyed over such network available to ATMS and other industry players for commercial purposes;
 - 1.1.18. **"Operating Hours"** means the hours when the ATM will be operational, which are set out under **Schedule A**;
 - 1.1.19. **"Penalties"** means, where applicable, the amounts set out under **Schedule B** paid by the User to ATMS where it fails to meet or exceed the Monthly Transaction Threshold;
 - 1.1.20. **"Premises" or "Sites"** mean the business premises described under **Schedule A and Additional Premises Schedule** which Premises are owned or leased by the User, where the ATM will be installed and operated from;

- 1.1.21. **"Rebates"** means, where applicable, the amounts set out under **Schedule B** paid by ATMS to the User when the User exceeds the Monthly Transaction Threshold;
 - 1.1.22. **"Service Period"** commences from the Commencements Date and shall endure for as long as services are rendered under this Agreement;
 - 1.1.23. **"Successful Withdrawal transaction"** means any completed cash withdrawal made by a Cardholder from a a bank account account using the ATM;
 - 1.1.24. **"Trade Marks"** means the registered trade marks and trade mark applications of Paycorp Group (Pty) Limited, ATMS or any Affiliate of either of them;
 - 1.1.25. **"Transaction(s)"** means any available transaction or VAS transaction, including without limitation, Successful Withdrawal Transactions, requested and completed by the Cardholder using the ATM;
 - 1.1.26. **"Uncontrollable Event"** means including without limitation (in other words this is not an exhaustive listing) any fire, flood, earthquake, elements of nature or acts of God, wars, terrorism, riots, civil disorders, strikes, labour disputes, government regulations, laws, decrees, rebellions or revolutions in any country, or any other cause beyond the reasonable control of ATMS, save for those detailed under clause 6, that may result in a delay or a failure to provide the ATM or the ATMS Services;
 - 1.1.27. **"User"** means the person set out under **Schedule A**, being the owner or lessee of the Premises where the ATM is installed and to whom this Agreement applies;
 - 1.1.28. **"Usage Fee"** means where applicable, the amounts set out under **Schedule B**;
 - 1.1.29. **"VAT"** means Value Added Tax as provided for in the Value Added Tax Act, No. 89 of 1991, as amended; and
 - 1.1.30. **"VAS"** means Value Added Services offered by ATMS and / or an Acquiring bank.
- 1.2. Where applicable, and depending on the context:
- 1.2.1. words which make reference to the singular will include a reference to the plural and *vice versa*; and
 - 1.2.2. words which make reference to one gender shall include the other genders; and
 - 1.2.3. any reference to an actual person shall include a company, body corporate, firm or association and *vice versa*.
- 1.3. When a particular number of days is provided for between the happening of one event and another, the number of days must be calculated by:
- 1.3.1. excluding the day on which the first such event occurs; and
 - 1.3.2. including the day on or by which the second event is to occur; and
 - 1.3.3. excluding any public holiday, Saturday or Sunday that falls on or between the days referred to under clauses 1.3.1 and 1.3.2, respectively.
- 1.4. The provisions of the Electronic Communications and Transactions Act, 25 of 2002 (ECTA), shall apply, the Parties expressly agreeing:
- 1.4.1. that where a provision of the Agreement requires that a document must be signed or initialled, that signing or initialling may be effected in any manner recognised by law, including the use of an electronic signature, as defined in ECTA;
 - 1.4.2. that where anything is required to be in writing, unless expressly stipulated to the contrary by ATMS any electronic communication, including an SMS, voice mail, telephonic call or electronic message such as an email, exchanged between the Parties, will meet this requirement.

2. OPERATION AND AVAILABILITY OF THE ATM

- 2.1. The User is aware and acknowledges that the ATM does not operate in isolation, but instead relies on functionalities which are provided by a number of service providers such as the **Network Operators**, the GPRS service providers, **and the Acquiring Banks**, who provide separate but interrelated and connected services which as a whole allows the ATM to function. These service providers operate as independent service providers who are not necessarily contracted by ATMS.
- 2.2. ATMS will use its reasonable endeavours to ensure that the ATM remains operational at all times during Operating Hours. However, due to the nature of the ATM and the ATMS services, which are dependent on a number of independent service providers who ATMS has no direct control over, ATMS expressly stipulates and the User acknowledges that ATMS provides the ATMS Services "as is" and "as available". In line with the rights set out under section 55 (2) (a) or (b) of the CPA, ATMS expressly states that it cannot warrant or guarantee that the ATMS Services will at all times be free of errors or interruptions, that they will always be available, fit for any purpose be secure and reliable.
- 2.3. The User shall have no claim of any nature whatsoever whether for damages, remission of rent or otherwise, against ATMS or its Affiliates, for any failure of or interruption in the amenities and/or Services provided by ATMS, notwithstanding the cause of such failure or interruption.
- 2.4. Notwithstanding clause 2.2 ATMS will use its reasonable endeavors to notify the User in advance of any failure of, or interruption of the ATM or the ATMS Services and where applicable any required maintenance and repairs which may result from such failure, interruption or unavailability of the ATMS Service, where it is in a position to do this.

3. CASHING OF THE ATM BY USER

- 3.1. Where the User has elected to self-cash the ATM, the User will be responsible for all the cashing requirements relating to the ATM; including the specific duties set out below.

- 3.2. Once the User has been trained by ATMS, the User will within 24 hours of receiving the relevant training, fill the ATM with cash and thereafter ensure that the ATM is sufficiently self-cashed in accordance to the terms of this section, as and when necessary.
- 3.3. The User will fill the ATM with sufficient amounts and denominations of cash required for the efficient and proper operation of the ATM. Any cash downtime that exceeds levels of at least 10% (ten percent):
 - 3.3.1. for any calendar month shall result in the forfeiture of any rebate or rental due to the User under this Agreement for the month in question; and
 - 3.3.2. in aggregate for 2 (two) consecutive calendar months shall be regarded as a material breach by User and ATMS will, notwithstanding any others rights it may have in terms of this Agreement or in law, have the right to decrease the rebate or rental and / or increase the Usage fee on 30 (thirty) days prior notice to the User.
- 3.4. The User will at its cost insure with a reputable insurance provider for the duration of this Agreement, the cash which is housed in the ATM from time to time. The User shall provide ATMS of a copy of the insurance policy upon request by it.
- 3.5. On a daily basis the User will balance the successful ATM transactions (the withdrawn cash) with the cash that has been loaded into the ATM.
- 3.6. The User will complete a "day close report" at 19h00 every day, which report details the actual amounts of cash dispensed from the ATM.
- 3.7. The User will balance and reconcile the amounts of cash which have actually been dispensed from the ATM, as against amounts actually loaded into the ATM by the User or ATMS as the case may be, which will be calculated in accordance with the "day close" report.
- 3.8. The User will be "settled" (caused by ATMS to be credited to the banking account nominated by the User for this purpose) on the business processing day, 2 (two) days after the said "day close" report has been successfully completed by the User, provided that the said "day close" report is completed by no later than 19h00 on the day in question and provided further that a "business processing day" shall not include a Saturday, Sunday or Public Holiday.
- 3.9. The User undertakes to comply with the procedures to balance the amount loaded into the ATM against the amounts dispensed, as set out in the Merchant Manual. The User furthermore undertakes to carry out a physical cash count at the end of each day. In the event that the User fails to comply with the aforementioned and/or fails to provide proof thereof, and a cardholder query is raised, the cardholder will automatically be credited, and the User's account debited with such amount by ATMS.
- 3.10. The User will ensure that the ATM remains loaded with sufficient amounts and denominations of cash at all times, the User acknowledging that the ATM must be operational for at least 85% of the time, save where the ATM is inoperative due to reasons beyond the User's control.
- 3.11. Should the User breach and / or fail to comply with the provisions of clauses 3.10 above, fail to allow the installation of the ATM or materially breach any other term of this Agreement, ATMS will have the right in sole and absolute discretion without prejudice to any of the ATMS' rights arising from this Agreement, to either:
 - 3.11.1. notwithstanding anything to the contrary contained in the agreement, vary the amounts payable to the User as set out under **Schedule B** (such amounts hereinafter referred to as the "Deal Type") provided that the User shall rectify the breach within 5 (five) days of being notified of ATMS' election herein;
 - 3.11.2. on 10 (ten) days written notice to the User to terminate the Agreement, and the User will immediately become liable to make payment to ATMS in an amount of R100 000.00 (One Hundred Thousand Rand) being ATMS' agreed damages as a result of the User's breach of the terms of this Agreement;
 - 3.11.3. deduct an amount up to R1000.00 (one thousand rand) per month, from any rebate that may be payable to the User.
- 3.12. The User shall be responsible for all costs incurred by ATMS, where the key to the safe is lost or damaged by the User or where the safe is to be drilled due to a forgotten pin code, which costs include but are not limited to replacement, call-out and travel costs.
- 3.13. The User is only allowed to load the ATM with cash that is earned at the Premises and / or from the User's business and which is the property of the User.
- 3.14. The User will not under any circumstances load the ATM with cash which is illegally obtained or owned by another person or entity.
- 3.15. The User is advised to uncash the ATM and leave the safe door open when the Premises are closed/outside of its usual business hours.
- 3.16. Should the User breach and / or fail to comply with the provisions of clauses 3.12 and 3.14 above, and any other provisions where applicable, ATMS will, without prejudice to any of the ATMS' rights arising from this Agreement, have the right to, either:
 - 3.16.1. terminate the Agreement; or
 - 3.16.2. on 10 (ten) days written notice to the User, convert the User to the ATMS cashing option and / or convert the ATM network and banking affiliations or Acquiring Bank, which in all cases will mean that the User will have to comply with the provisions of clause 4 below and/or change the Deal Type and attach any other conditions that ATMS deems appropriate.
- 3.17. Where the User has converted to the ATMS cashing option, the User will on demand, pay any amended fee in respect of the costs incurred by ATMS in respect of the conversion and the charges levied by ATM to the cash the ATM which are set out under **Annexure B**, which cashing costs will be collected by debit order.
- 3.18. Where ATMS has elected to convert the ATM network and banking affiliations or Acquiring bank, the User will on demand, pay any of the costs incurred by ATMS in respect of the conversion, which costs will be collected by debit order.
- 3.19. The User may at any time convert from the self-cashing option to the ATMS cashing option, provided that it gives ATMS at least 1 (one) calendar months prior written notice of its election to convert and pays to ATMS the fees set out under Clause 3.17 which cashing costs will be collected by debit order.
- 3.20. The User will comply in all respects with the Minimum Standards issued by the South African Reserve Bank for the re-cycling of bank notes by operators, utilising cash-recycling machines / cash verification machines and/or for manual processing. The User acknowledges that these provisions have been explained in detail to the User. Should the User fail to comply with these standards, it agrees to indemnify and hold ATMS blameless and harmless in all respects. In addition, failure by the User to comply with these standards will be a material breach of the Agreement.

4. CASHING OF THE ATM BY ATMS

- 4.1. Where the User selects the ATMS cashing option or where it is forced as per clause 3.16.2 to make use of the ATMS cashing option, ATMS and / or any appointed service provider will be responsible for the carrying out of all functions relating to the cashing of the ATM.
- 4.2. ATMS has the right to appoint a third party to attend to this obligation on its behalf provided that it gives timeous notice of the appointment to the User.
- 4.3. The User may at any time convert from the ATMS cashing option to the self-cashing option provided that it gives ATMS at least 1 (one) calendar months written notice of its election to convert and pays to ATMS the applicable conversion costs and related administrative fee which will be payable by way of debit order.
- 4.4. Should the User breach and / or fail to allow ATMS to cash the ATM or the necessary access to the ATM or materially breach any other term of this Agreement, ATMS will, without prejudice to any of the ATMS' rights arising from this Agreement, have the right on 10 (ten) days written notice to the User to terminate the Agreement, and the User will immediately become liable to make payment to ATMS in an amount of R100 000.00 (One Hundred Thousand Rand) being ATMS' agreed damages as a result of the User's breach of the terms of this Agreement

5. SECURITY

- 5.1. Should ATMS decide to install a P100 door and/or a roller shutter door, then the following will apply to the installation and use of the P100 door and roller shutter door:
 - 5.1.1. the cost of the installation will be borne by the User;
 - 5.1.2. the User will be obliged to close and lock the P100 door and/or a roller shutter door, as the case may be, when the User's business closes at the end of the business day and be obliged to open the P100 door and/or a roller shutter door at the start of the business day;
 - 5.1.3. where a roller shutter is installed that is opened and closed with a remote control, the User undertakes to immediately advise ATMS in writing in the event that the remote control is lost, damaged or stolen or where the User is unable to open or close the shutter due to a technical fault;
 - 5.1.4. where a P100 door is installed, the User undertakes to immediately advise ATMS in writing in the event that the keys to the door are lost, damaged or stolen or where the User is unable to open or close the door due to a technical fault;
 - 5.1.5. should the User fail to comply with its obligations as set out in paragraph 11.5 above, then the User will be liable for any loss and/or damage which is suffered by or caused to the ATM resulting from any vandalism and for the value of any cash which has been loaded into the ATM. A certificate by the Cashing Manager of ATMS will serve as *prima facie* proof of the value of such cash loaded into the ATM at the time of the said vandalism.
 - 5.1.6. The User shall be responsible for all costs incurred by ATMS where the key or remote control as the case may be, is lost, damaged or stolen by the User, including but not limited to replacement, call-out and travel costs.
- 5.2. It is specifically agreed that the P100 door and/or the roller shutter door remains the property of ATMS, no matter that such door is affixed to the immovable property of the landlord/tenant/owner as the case may be. In the event that the ATM is uplifted, ATMS will be entitled to simultaneously remove the P100 door and/or roller shutter door. Alternatively, ATMS will be entitled to uplift same upon 7 (seven) days prior written notice to the User.

6. INOPERATIVE AND FAILURE OF THE ATM AND ATMS SERVICES

- 6.1. The User acknowledges that where a communication failure is experienced, which results in the ATM not operating at its optimum or at all, and where the failure is due to reasons wholly outside the control of ATM, that this will not amount to a breach of the Agreement and will not give the User the right to cancel the Agreement or to a claim for damages, subject always to the provisions of the CPA where applicable.
- 6.2. Due to ATMS relying on a number of inter-related but independent service providers, ATMS is unable and gives no guarantee in respect of the uptime of the ATM. However, ATMS will at all times use its best endeavours to ensure that the ATM operates during the Operating Hours where this is within its control.
- 6.3. Should the ATM stop working, become damaged or where any other problem is experienced which renders the ATM less useful or not useful at all, then the User must without exception notify ATMS within 24 (twenty four) hours of first becoming aware of the problem. The notification must include a detailed explanation of the problem and the date and time when the problem was first experienced, which will be logged by ATMS. ATMS will at its own cost and expense use its best endeavours to attend to the complaint and repair the ATM within 2 (two) days of from date of such notification.
- 6.4. ATMS and its employees, agents and/or assigns will have the right to access the Premises during Operating Hours for the purpose of inspecting, repairing, maintaining or upgrading the ATM, and / or for the purposes of observing the use of the ATM, but subject always to security clearance by the User, which clearance shall not be unreasonably withheld.

7. RELOCATION OR REMOVAL OF ATM

- 7.1. Where due to extraordinary reasons, the User is forced to relocate the ATM, it will have to apply for and obtain written permission from ATMS before the ATM can be relocated, which application must be made in writing at least 1 (one) month before the anticipated relocation or removal of the ATM.
- 7.2. ATMS may at its sole and absolute discretion, consent to the requested removal. ATMS will have the right to attach any conditions to any relocation and / or removal, of the ATM including any variation or adjustment of the fees and charges detailed under this Agreement.
- 7.3. ATMS or its appointed service provider will be the only party entitled to effect such removal and relocation and any consequential installation.
- 7.4. All costs and expenses arising from such relocation and /or removal and any consequential installation will be solely for the account of the User and shall be paid, on demand and by way of debit order.
- 7.5. This Agreement, save for the description of the new Premises or re-located area and any changes to the fee and charges will apply to any relocation. The description of the new Premises and fees and charges will be set out in a written addendum which will be attached to this Agreement.
- 7.6. Any relocation or removal which is not done in accordance with this clause 7 will be a material breach of the Agreement and ATMS may, in its sole discretion, treat such non-compliance as a criminal offence.

8. IRREGULAR TRANSACTIONS

- 8.1. When a Cardholder raises a transaction dispute, this dispute will be directed by either ATMS or the User to the network and data processor and or the Acquiring Bank or Institution who is responsible for the cardholder's account, which parties will be solely responsible for the determination and administration of the dispute.
- 8.2. Where the User loads the ATM with his own cash and a Cardholder or financial institution disputes any transaction, the User acknowledges that it will be liable to pay to either the Cardholder or to the Acquiring bank such disputed amount and any assessed fee, which amount the User undertakes to pay on demand by way of debit order, save that where the User disputes the charge in a timely manner and provides evidence that the transaction

occurred, including evidence that the cash available in and dispensed through the ATM were in balance on the date of the disputed transaction, ATMS will use its best endeavours to assist the User to resolve the transaction dispute and obtain a reversal of an erroneous adjustment.

- 8.3. The User warrants that it will not, directly or indirectly, be a party to, or allow to its knowledge or authorise any transaction to be effected on, through or by the ATM, by any person who is not a Cardholder.