



PAYER TERMS OF USE

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Introduction and Acceptance

You are about to pay the merchant on whose online store you are interacting via Peach Payments. By proceeding, you agree to these terms. General terms are contained in Part 2 below. **If you have selected Pay By Bank as your payment method, please refer to the Pay By Bank-specific terms and conditions in Part 1 below.**

In delivering our payment services, we may engage trusted third-party providers to handle certain parts of the transaction process securely. We hold these providers to the same high-security standards we follow and remain responsible for their compliance when facilitating your payment.

PART 1 - PAYBYBANK

- 1. Consent.** By choosing PayByBank, you allow Peach Payments to use your online banking credentials to access your bank account solely to initiate an electronic funds transfer (“EFT”) to the relevant merchant. You authorize Peach Payments to access your bank account using your credentials and issue an EFT credit payment instruction for the specified amount to the merchant. This authorization is specific to one transaction unless you explicitly initiate additional transactions.
- 2. Authority.** You confirm that you are the authorized account holder and have the authority to authorize these transactions from the specified bank account. This authorization is valid for the single transaction you initiate. You understand and agree that Peach acts solely as a payment facilitator and is not a party to the underlying transaction between you and the merchant. Peach is not responsible for the underlying goods or services you purchase.
- 3. Sharing of Login Credentials.** You understand that by entering your online banking credentials within the PayByBank interface, you are providing those credentials to Peach Payments and not logging into your bank’s official website or application.



- 4. Security & Data Protection.** We will process and safeguard your banking login credentials per applicable data privacy laws, including the Protection of Personal Information Act (“**POPIA**”). Please see our privacy policy [here](#). We encrypt your online banking credentials at the time when you enter the credentials on our front-end interface platform, and we use recognised and robust industry encryption standards to secure your credentials in transit. This ensures that unauthorized parties cannot intercept or view your credentials while being transmitted. We do not store or use your credentials for any purpose other than completing the payment. From the moment your credentials are provided until the EFT instruction is executed, we use secure methods to process and safeguard your information. We do not store or reuse your credentials except to complete your requested transaction.
- 5. Security.** We use secure methods to process your payment but cannot be liable for the unauthorized use of your credentials outside our platform. You are responsible for maintaining the security of your banking credentials (e.g., PIN, online banking passwords) and protecting them against unauthorized access.
- 6. Final & Irrevocable Payment.** By initiating an EFT through PayByBank, you acknowledge that such EFT payments are final and irrevocable. Any dispute or refund request should be handled in the manner set out below under “Disputes”.
- 7. Transaction Confirmation.** Once Peach receives confirmation of your payment from your bank, Peach will notify the merchant and provide you with a transaction confirmation. You are responsible for checking your transaction history and notifying Peach or your bank of any discrepancies.
- 8. Your Responsibility.** You confirm that you are the lawful holder or have the authority to use the bank account in question. You must ensure that your online banking credentials are correct and valid when providing them. You are responsible for giving Peach accurate information. Incorrect information may result in payment delays or failures, for which Peach is not responsible.
- 9. Risk.** The party responsible for causing an unauthorized transaction or fraud bears the resulting risk. Peach shall not be liable for losses or damages resulting from:



- **Compromises in Other Systems:** Any hack, breach, or unauthorized access involving the merchant's systems, the payer's systems, or any bank's systems, including negligence or misconduct by those parties.
 - **Incorrect Account Details:** You provide bank account information or credentials that are inaccurate or incorrectly provided.
 - **User Negligence:** Unauthorized access to your bank account arising from your failure to safeguard credentials or devices.
 - **External Disruptions:** Delays or failures in payment processing caused by circumstances beyond Peach's reasonable control (e.g., bank outages, internet connectivity issues).
 - **Merchant Disputes:** Any dispute related to goods or services purchased from the merchant must be resolved between you and the merchant.
- 10. Scope of Use.** We will only use your online banking credentials to execute the EFT payment instructions that you have requested. We will not use your credentials for any other transaction or share them with unauthorized third parties.
- 11. Liability.** Peach's liability for any losses or damages arising from using its Pay by Bank services is limited to the relevant transaction amount. Accordingly, if an interception or breach occurs on or through Peach's systems, Peach's liability will not exceed the value of the affected transaction.
- 12. Complaints and Disputes.** If you have questions about how we handle your information or need to report a dispute regarding a transaction (e.g., unauthorized transaction, incorrect amount), simply send us an email disputes@peachpayments.com. You can also submit a support request via our website, www.peachpayments.com - click on the orange "Support" tab in the top right of the homepage or our Customer Service Portal – www.support.peachpayments.com – here you can create a new ticket. Once your support ticket is submitted, our Customer Service team will respond to you as soon as possible. Please do not submit multiple tickets about the same issue or re-replying to your ticket, as this will cause a delay in our response time. You can also phone us at +27(21) 200 5877.



PART 2 - GENERAL

1. Peach Payments' Role

Any contract of sale made using our gateway is directly between you and the relevant merchant whose online store you are interacting with ("**merchant**"). The merchant is responsible for the goods or services that you may purchase from them using our services, including but not limited to delivery, quality of goods, returns, accuracy, refunds, fraud, advertising, customer support, protection of intellectual property rights, liability relating to the merchant's products or services, or non-compliance with applicable law.

We will not intervene in any dispute between you and a merchant. If you are in a dispute with a merchant, you must contact them directly and try to resolve the dispute. If you choose to contact Peach Payments' support team, we may, but are not required to, forward information about your issue, such as your email address and a summary of your problem, to the merchant requesting that they contact you directly to resolve your concern.

2. Identification

The information you provide about yourself during check-out must be complete and accurate. We process your personal data according to our [here](#) and other applicable laws. We do not store your credentials beyond what is necessary to complete the transaction.

3. Fees

We do not charge you a separate fee for using our service to pay. Any costs for this service are charged to the merchant.

4. Refunds and Reversals

The merchant is solely responsible for refunds and transaction reversals. Customers must contact the merchant directly to request refunds or returns per the merchant's policies



7. Governing Law and Jurisdiction

The laws of the Republic of South Africa govern these terms. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of South Africa.

8. Amendments

Peach reserves the right to amend these terms at any time. Your continued use of Peach's services following the effective date of any amendments constitutes your acceptance of the revised terms.