

Netcash Batch Automated Authorisation Web Service Terms Annexure to Master Agreement

between

Netcash (Pty) Ltd

Registration Number: 2001/019308/07

("Netcash" and "Principal")

and

{RecipientAccountRegisteredName}

Registration Number: {RecipientAccountRegNo}

(the "Client") Jointly referred to as the "**Parties**" or the "**Party**" if referred to either one of them.

1. Overview

Netcash (Pty) Ltd ("Netcash"), is a Third-Party Payments Provider ("TPPP") and System Operator ("SO") company that is duly registered in the Republic of South Africa and duly authorised TPPP as set out on www.netcash.co.za, as part of the National Payment System ("NPS"), to its Clients.

Netcash recognises the need for its clients to automate certain authorisations in relation to large payment and/or debit order collection batches and has designed a process which enables batch automated authorisation web services, whereby the Client applies for the service through the Netcash website. On approval this Annexure is sent to the Client's duly nominated and appointed Super User for signature, whereafter Netcash activates the service by sending the Client the login details to utilise the Application Programming Interface ("API").

2. Annexure to Master Agreement

This Annexure, as defined in the Account Service Terms (the "Master Agreement"), deals specifically with batch automated authorisation web services to streamline the batch approval process for its clients, as set out below. The Client:

- 2.1. Acknowledges and agrees that it has the option to either process its authorisations by way of the batch automated authorisation web service, or manually (default setting), which selected option, is at the Client's discretion.
- 2.2. Warrants that in order to make use of the batch automated authorisation web service for debit order collections, that it holds the required valid, up to date, accurate, and active debit order instructions from its respective customers ("Payers"), as at date of processing, which instructions fully counters any potential disputes and/or processing errors, as set out in Appendix A – Minimum requirements to use the debit order services.
- 2.3. Is fully aware and understands that by selecting to use the batch automated authorisation web service, which enables the Client's computer system to automatically or on instruction, authorise, delete, or list a debit batch linked to the Netcash system, that it queues the data automatically for execution, without any human user interaction or oversight, and that it is possible for financial and other losses to occur due to a system or software error on the Client's system(s).
- 2.4. Understands and acknowledges that by using the automated authorisation batch web service, that it takes full responsibility and is liable for any financial shortfalls, losses as a result of any and all disputes and/or errors that may occur, in relation to the batch files that it uploaded to the Netcash system with automated authorisation, with specific reference to:
 - 2.4.1. Any and all losses avoidable by the Client through reasonable conduct, including backing up all data and following Netcash's reasonable guidance / instructions generally.
 - 2.4.2. Indirect or consequential loss, loss of business profits, revenue, intellectual property, data, or operational functions.
 - 2.4.3. Force Majeure.

- 2.5. Acknowledges that this service will commence once the Client has applied online for the service and received approval from Netcash that the service is activated and available for use.
- 2.6. Acknowledges that the Netcash Master Agreement terms and conditions are incorporated in this Annexure.
- 2.7. Acknowledges that Netcash may amend the terms and conditions of this Annexure to the Master Agreement, as may be required by law or otherwise, from time to time, as well as adjust its fees and charges, as and when required, in accordance with the Master Agreement terms and conditions.
- 2.8. Is aware that it will always be given the opportunity to terminate any of the Netcash services before any amendments comes into force if the Client cannot accept the amendment(s). The Client is invited to contact Netcash, so that we may assist with any questions and/or challenges, as quickly as possible.
- 2.9. Accepts any and all risk relating to the usage of this web service and further indemnifies Netcash including but not limited to Netcash Service Providers and its employees, agents, and subcontractors of any claim of any nature whatsoever arising from the use of this web service.

Thus, done and signed at _____ on this the _____ day of _____ 202_.

For and on behalf of

{RecipientAccountRegisteredName}

Name:

Capacity:

Who warrants their authority hereto