



## GET PAID

POWERED BY PAY AT SERVICES (PTY) LTD

Authorised Financial Service Provider (FSP NO: 29423) & Certified TPPP

### SERVICE TERMS

(Version effective as of 24 October 2024)

#### IMPORTANT NOTICE

- (1) Read this document carefully. The terms contained herein will apply to the Get Paid service as provided by Shoprite Checkers (Pty) Ltd. Use of the Get Paid service shall constitute an acceptance by you of the terms. Persons wishing to make use of or subscribe to the Get Paid service should contact us if any part of this document is unclear.
- (2) We may amend or update these terms from time to time. We will give notice of such changes. You should review such amended terms notified to you, as the amended terms will govern your continued use of the Get Paid service after the effective date of such amendment. **CONTINUED USE OF THE GET PAID SERVICE SHALL CONSTITUTE AN ACCEPTANCE BY YOU OF THE AMENDED TERMS.**
- (3) To use the Get Paid service you need to be 18 years old.
- (4) **THESE TERMS CONTAIN SPECIFIC PROVISIONS TO LIMIT OUR LIABILITY. THESE TERMS HAVE BEEN SET OUT IN CAPITAL LETTERS. PARTICULAR ATTENTION SHOULD BE PAID TO THESE TERMS SINCE THEY LIMIT YOUR ABILITY TO RECOVER LOSSES INCURRED BY YOU IN CONNECTION WITH YOUR USE OF THE GET PAID SERVICE.**
- (5) These terms, read with our [Privacy Policy](#), shall govern your use of the Get Paid service. Any added or conflicting terms incorporated by you in your communications with us will not form part of any agreement concluded between us.

#### 1. Definitions

##### 1.1. In these terms:

- “**client**” means a person or entity designated by you and from which payments may be received and processed by us and the collection agents enabled by us;
- “**client information**” means information regarding your clients which you submit to us in connection with the Get Paid service or that is collected on your behalf, which may include the client’s name, address, contact details, account details and/or some of its financial information;
- “**collection agents**” means a person or entity that is enabled by us to receive payments from clients on your behalf;
- “**we**”, “**us**” and “**our**” means Shoprite Checkers (Pty) Ltd., a South African company with registration number:1929/001817/07,with head office at corner of William Dabs and Old Paarl Roads, Brackenfell, Cape Town, and shall, if the context so requires, also include Pay@;
- “**Pay@**” means Pay At Services (Pty) Ltd, registration number: 2006/027951/07, with head office at Suite 4, Old College Building, 35 Church Street, Stellenbosch, 7600
- “**you**” means any person who has subscribed to use or uses the Get Paid service;
- “**Get Paid portal**” means our online portal for the Get Paid service hosted on our web site at: [www.getpaid.mymoneymarket.co.za](http://www.getpaid.mymoneymarket.co.za)
- “**Get Paid service**” means the service enabled via the Get Paid portal to assist businesses with client invoicing and payment collection;

#### 2. Access to the Services

- 2.1. The Get Paid service is web based and can only be accessed via the Get Paid portal.
- 2.2. We require that you register for the Get Paid service before you use it and we will need certain information from you including proof of your identity and physical address. We may require you to submit further documents or information from time to time in order to continue to be eligible for the Get Paid service. You must keep your particulars on the Get Paid portal up to date in the event of changes. **YOU CONFIRM AND WARRANT THAT ALL INFORMATION AND DOCUMENTS THAT YOU PROVIDE TO US ARE AUTHENTIC, COMPLETE, ACCURATE AND UP TO DATE.**
- 2.3. You are responsible for safeguarding the mechanisms provided to you to access your information and your client information. We may issue you with a user or access code which you will be required to submit on each occasion where you access or make use of the Get Paid service. You must keep such access code confidential and may not share it with any third party. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ALL INSTRUCTIONS SUBMITTED TO US THAT IS ENABLED THROUGH THE USE OR INPUT OF THE CONFIDENTIAL ACCESS CODE ISSUED TO YOU.** If you believe that unauthorised use of your access code may have occurred or unauthorised access, processing, loss, damage or destruction

of your information or your client information may have occurred, you should immediately notify Pay@ by calling 0865398285 or 021-8865557.

- 2.4. You are responsible for ensuring that processing of your client information is lawful. We need certain information about you and your clients to be able to make the Get Paid service available to you and we will also be required to process certain information about you and your clients in rendering the Get Paid service to you. Such information will be processed by us strictly in accordance with our [Privacy Policy](#). We are unable to render the Get Paid service to you without the necessary consents to such processing. **YOU CONSENT TO THE PROCESSING OF YOUR INFORMATION IN ACCORDANCE WITH OUR PRIVACY POLICY AND YOU WARRANT THAT YOU ARE RESPONSIBLE FOR AND SHALL OBTAIN AND MAINTAIN APPROPRIATE CONSENTS FROM ALL YOUR CLIENTS AUTHORISING US AND OUR COLLECTION AGENTS TO PROCESS THE CLIENT INFORMATION FOR THE PURPOSES OF SUBSCRIBING YOU FOR AND RENDERING THE GET PAID SERVICE TO YOU AND IN THE MANNER AS CONTEMPLATED IN OUR PRIVACY POLICY.**

### 3. Scope of the Services

3.1. The Get Paid service enables you to:

- 3.1.1. generate and deliver invoices to your clients via the communication channels selected by you (such as email or sms); and
- 3.1.2. receive amounts due to you in respect of the invoices so generated via the collections agents enabled for you.

### 4. Appointment

- 4.1. For Pay@ and the respective collection agents to be able to submit invoices to your clients and receive the invoiced amounts on your behalf, we require the necessary authorisations and permissions from you including:
  - 4.1.1. permission for Pay@ and the collections agents it uses to use the client information you submit to us to render invoices to the relevant clients on your behalf; and
  - 4.1.2. authorisation for Pay@ and the collections agents it uses to process and receive on your behalf and as your agents the payments made by your clients in respect of such invoices.
- 4.2. Accordingly, when you register and make use of the Get Paid service, you give Pay@ and the collection agents the necessary authorisation and consent required by law to enable them to use your client information and receive invoiced amounts on your behalf.
- 4.3. **THE GET PAID SERVICE IS INTENDED FOR COLLECTION OF PAYMENTS FOR GOODS AND/OR SERVICES SUPPLIED BY YOU OR YOUR BUSINESS. YOU MAY NOT USE THE GET PAID SERVICE ON BEHALF OF SOMEONE ELSE OR TO COLLECT PAYMENTS SUCH AS INSURANCE PREMIUMS, BANK DEPOSITS, GAMBLING BETS OR INVESTMENT PAYMENTS, UNLESS WE HAVE GIVEN EXPRESS WRITTEN CONSENT FOR YOU TO DO SO.**
- 4.4. **YOU MUST ENSURE THAT YOU ARE ENTITLED TO PROVIDE US WITH YOUR INFORMATION AND THE CLIENT INFORMATION AND THAT YOU CAN LAWFULLY AUTHORISE US, PAY@ AND THE COLLECTION AGENTS TO PROCESS SUCH INFORMATION, PERFORM THE GET PAID SERVICE AND COLLECT THE PAYMENTS FOR YOU. WE WILL NOT BE LIABLE FOR ANY LOSS IF YOU FAIL TO DO THIS, AND YOU AGREE THAT YOU WILL INDEMNIFY AND HOLD US, PAY@ AND THE COLLECTION AGENTS HARMLESS AGAINST ANY LOSSES, FINES OR CLAIMS MADE AS A RESULT OF SUCH FAILURE. IF YOU BECOME AWARE THAT YOUR USE OF THE GET PAID SERVICE MAY, BE ILLEGAL FOR ANY REASON, YOU MUST NOTIFY US IMMEDIATELY.**

### 5. Term

- 5.1. You will be permitted to make use of the Get Paid service for the duration that you are validly subscribed to do so. The requirements to be a subscriber and make use of the Get Paid service are set out on the Get Paid portal.
- 5.2. You can cancel your subscription to the Get Paid service at any time on a month's written notice. You can send such notice to Pay@ through our website or by email [info@payat.co.za](mailto:info@payat.co.za). Following such notice, you may not issue any further invoices via the Get Paid service, and we will only process the collection of amounts already invoiced. Accordingly, you should note that termination of the Get Paid service will not result in the immediate termination of our appointment in respect of such amounts, which will still be collected and paid to you in accordance with these terms.
- 5.3. **PAY@ AND SHOPRITE CHECKERS (PTY) LTD. RESERVE THE RIGHT TO CANCEL OR SUSPEND YOUR ACCESS TO OR USE OF ANY PART OF THE GET PAID SERVICE AT ANY TIME, AND, PARTICULARLY, IF EITHER OF US SUSPECT THAT YOU ARE NO LONGER ELIGIBLE FOR OR ARE ABUSING THE GET PAID SERVICE OR USING IT FOR UNAUTHORISED OR ILLEGAL PURPOSES. ALL TRANSACTIONS ARE SUBJECT TO MONITORING AND SUSPICIOUS TRANSACTIONS MAY BE REPORTED TO THE RELEVANT AUTHORITIES AS PER APPLICABLE REGULATION.**

### 6. Invoicing Service

- 6.1. The Get Paid service enables you to raise and digitally deliver payment requests and invoices to your clients, including via SMS or email. You may be enabled to upload your payment requests to Get Paid either individually or via batch file.
- 6.2. You must ensure that all information (including the client information and payment amount) contained in the payment requests and invoices is correct. We will provide you with an opportunity to review the content of each payment request or invoice and to correct any mistakes prior to sending it to the client. **WE WILL NOT ACCEPT ANY LIABILITY FOR INACCURATE PAYMENT REQUESTS OR INVOICES SUBMITTED VIA THE GET PAID PLATFORM.**
- 6.3. You may be enabled to amend or cancel payment requests or invoices already sent to clients before payment is made on such payment requests or invoices. **IF WE HAVE ALREADY RECEIVED THE AMOUNTS CHARGED, IT WILL BE YOUR RESPONSIBILITY TO REFUND OVERPAID AMOUNTS TO SUCH CLIENT. WE CANNOT PROVIDE REFUNDS TO YOUR CLIENTS.**

## 7. Settlement Service

- 7.1. The Get Paid service enables the payments charged to your clients to be collected on your behalf through Pay@ or the collections agents enabled by Pay@ and for Get Paid.
- 7.2. The aggregate of all amounts (net of applicable fees and any chargebacks) collected by Pay@ on your behalf will be paid over to you on a weekly basis.
- 7.3. **YOU MUST ENSURE THAT THE DETAILS OF THE BANK ACCOUNT WHICH YOU DESIGNATE FOR RECEIPT OF PAYMENTS FROM PAY@ ARE CORRECT. NEITHER SHOPRITE CHECKERS (PTY) LTD NOR PAY@ WILL BE LIABLE FOR LOSSES WHICH YOU INCUR WHICH RESULT FROM THE PROVISION OF INCORRECT BANKING DETAILS. IT IS YOUR RESPONSIBILITY TO INFORM PAY@ OF CHANGES TO YOUR BANK ACCOUNT DETAILS.**

## 8. Fees and chargebacks

- 8.1. The fees payable by you in respect of your use of the Get Paid service will be as published on the Get Paid portal unless otherwise agreed with you in writing. Our fees may include periodic subscription fees granting access to the Get Paid service (which may be charged monthly in advance), SMS/Email charges to deliver your payment requests and/or invoices to your clients (which may be charged in advance of delivery for each bundle) and collection fees with respect to the payments collected for you (which may be charged upon settlement to you). Please note that collection fees may differ depending upon the payment agent and mechanism used to make the collection. Our fees will be adjusted from time to time. We will endeavour to notify you of any changes to our fees, but it remains your responsibility to check for changes to our fees prior to each occasion that you make use of the Get Paid service. **YOUR CONTINUED USE OF THE GET PAID SERVICE AFTER WE CHANGE OUR FEES CONSTITUTES ACCEPTANCE BY YOU OF THE CHANGES. OUR FEE'S STRUCTURE WILL BE MADE AVAILABLE ON MYMONEYMARKET.CO.ZA**
- 8.2. Our fees exclude VAT and other taxes that may apply to our fees for the Get Paid service, which you shall be liable to pay in addition.
- 8.3. Unless specifically stated otherwise on the Get Paid portal or otherwise agreed with you in writing, we will deduct our fees from amounts collected on your behalf. Amounts paid over to you will therefore be net of the fees due to the Get Paid Service in respect of your subscription to and use of the Get Paid service.
- 8.4. On certain bank cards, clients may reverse payments made with such cards for a variety of reasons. You may be required to provide certain information to us to enable us to object to such a chargeback. If such a chargeback occurs and the amount involved was previously paid out to you, you must repay us. Chargebacks may therefore also be deducted from any subsequent amounts collected on your behalf.
- 8.5. **YOU ACCEPT THAT OUTSTANDING CHARGEBACKS AND FEES DUE WITH RESPECT TO YOUR USE OF THE GET PAID SERVICE MAY ALSO BE RECOVERED DIRECTLY FROM YOUR BANK ACCOUNT AND YOU AUTHORISE PAY@ TO ISSUE AND DELIVER PAYMENT INSTRUCTIONS TO THE BANK ON YOUR BEHALF TO EFFECT SUCH RECOVERY AND, IF REQUIRED, YOU AGREE TO PROVIDE PAY@ WITH A SEPARATE DEBIT ORDER MANDATE IN A FORM AND FORMAT PRESCRIBED BY PAY@ TO DO SO. YOU MAY NOT REVERSE INSTRUCTIONS GIVEN TO YOUR BANK TO EFFECT PAYMENTS DUE WITH RESPECT TO YOUR USE OF THE GET PAID SERVICE.**

## 9. Transaction Records

- 9.1. Records of the invoices generated, and client payments received through your use of the Get Paid service will be maintained for at least 12 (twelve) months and will be made available to you via the Get Paid portal. These records may, however, be archived and removed from the web site thereafter. You must ensure that you make copies of such records on a regular basis, and you may contact us if you require copies of archived material. We may keep all transaction records for up to 5 (five) years after which they will be erased.

## 10. Disclaimers

- 10.1. **YOU USE THE GET PAID SERVICE AT YOUR OWN RISK. NEITHER SHOPRITE CHECKERS (PTY) LTD NOR PAY@ WARRANTS THAT THE GET PAID PORTAL OR THE GET PAID SERVICE WILL ALWAYS BE AVAILABLE OR ERROR FREE. IF YOU BECOME AWARE OF ANY ERRORS OR PROBLEMS AFFECTING THE GET PAID SERVICE, PLEASE NOTIFY PAY@ USING THE CONTACT DETAILS PROVIDED ON THE GET PAID PORTAL.**
- 10.2. **NEITHER SHOPRITE CHECKERS (PTY) LTD NOR PAY@ NOR ANY OF THE COLLECTIONS AGENTS USED ACCEPT ANY LIABILITY TO YOUR CLIENTS AND YOU AGREE TO INDEMNIFY ALL OF US AGAINST ANY SUCH CLAIMS MADE BY YOUR CLIENTS.**
- 10.3. **ALTHOUGH WE TRY OUR BEST TO HELP YOU TO INVOICE AND COLLECT PAYMENTS FROM YOUR CLIENTS, WE CANNOT GUARANTEE THAT ALL INVOICES WILL BE RECEIVED OR THAT YOU WILL BE PAID BY YOUR CLIENTS. ACCORDINGLY, YOU ACKNOWLEDGE THAT NEITHER SHOPRITE CHECKERS (PTY) LTD NOR PAY@ NOR ANY OF THE COLLECTIONS AGENTS USED WILL BE RESPONSIBLE FOR ENSURING THAT YOUR CLIENTS MAKE PAYMENT TO YOU EITHER PROMPTLY OR AT ALL.**
- 10.4. **NEITHER SHOPRITE CHECKERS (PTY) LTD NOR PAY@ NOR ANY OF THE COLLECTIONS AGENTS USED SHALL BE LIABLE FOR INDIRECT OR CONSEQUENTIAL LOSSES ARISING IN CONNECTION WITH YOUR USE OF THE GET PAID PORTAL, EXCEPT TO THE EXTENT THAT SUCH LIMITATION OF LIABILITY IS NOT PERMITTED BY LAW.**
- 10.5. **IN ANY EVENT, OUR TOTAL LIABILITY AND THE TOTAL LIABILITY OF PAY@ AND THE COLLECTIONS AGENTS USED FOR ANY CLAIM MADE BY YOU IN CONNECTION WITH YOUR USE OF THE GET PAID PORTAL SHALL BE LIMITED TO THE FEES COLLECTED FROM YOU DURING THE 6 (SIX) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM ARISING, IRRESPECTIVE OF THE CAUSE OF THE CLAIM, EXCEPT TO THE EXTENT THAT SUCH LIMITATION OF LIABILITY IS NOT PERMITTED BY LAW.**