

**ONLINE BILL PAYMENT SERVICE TERMS**  
**(Version effective as of 15 January 2025)**

**IMPORTANT NOTICE**

- (1) These terms will apply to the online bill payment services enabled by Pay@. Read this document carefully. Persons wishing to make use of such services should contact Pay@ if any part of this document is unclear.
- (2) Pay@ may amend or update these terms from time to time. You should read these terms on each occasion when you make use of such services, as the amended terms will govern your continued use of such services after the effective date of such amendment. **CONTINUED USE OF THE SERVICES DESCRIBED SHALL BE DEEMED TO CONSTITUTE AN ACCEPTANCE BY YOU OF THE AMENDED TERMS.**
- (3) If you are younger than 18, you must get your parent or legal guardian's consent to make use of the service, unless you are able to confirm that you have been emancipated. "Emancipated" means the court has given you the right to act without your parent or guardian's consent
- (4) **THESE TERMS CONTAIN SPECIFIC PROVISIONS TO LIMIT PAY@'S 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 OUR SERVICES.**

**1. Definitions**

**1.1. In these terms:**

- **"biller"** any person or entity to whom you are enabled to make payments via the service;
- **"biller account"** means an invoice, statement of account or other communication that was issued to you for or by a biller to facilitate payment to it and that displays a valid Pay@ number;
- **"Pay@ number"** means a unique identifier issued by Pay@ to a biller to facilitate payment to it;
- **"service"** means the online bill payment services enabled by Pay@.
- **"we", "us" and "our" and "Pay@"** means Pay At Services (Pty) Ltd, a South African company with registration number 2006/027951/07, located at 35 Church Street, Stellenbosch, and with contact number +27 (0)21 886 5557;
- **"you"** means the user of the service;
- **"your information"** means any personal information about you that you may submit to us in utilising the services or that we may obtain or generate in the course of your use of the services;

**2. Scope of and use of the service**

- 2.1. This service enables you to make biller payments. **YOU SHOULD NOTE THAT ALL SUCH PAYMENTS WILL BE RECEIVED AND COLLECTED BY PAY@ ACTING AS AGENT FOR AND ON BEHALF OF THE BILLERS INVOLVED.**
- 2.2. We may require, collect and generate certain information about you in connection with the service. You should confirm that our processing of your information is acceptable to you before providing any of your information to us. Your information will be processed by us strictly to render the services and in accordance with our Privacy Policy. We are unable to render the services to you without the necessary consents to such processing. **YOU CONSENT TO THE PROCESSING OF YOUR INFORMATION TO RENDER THE SERVICES AND IN ACCORDANCE WITH OUR PRIVACY POLICY.**
- 2.3. If you want to make payment to one or more biller(s) via the service, you will be required to submit the correct Pay@ number(s) as reflected on your biller account(s). **YOU ARE RESPONSIBLE FOR CORRECTLY ENTERING ALL SUCH PAY@ NUMBER(S).**
- 2.4. Once the Pay@ number(s) you provide are confirmed as valid by our service, you will be required to confirm the amount(s) you wish to pay to each of the biller(s) involved and, where relevant, the account(s) involved. We will provide you with an opportunity to correct any mistakes. **YOU ACKNOWLEDGE AND AGREE THAT THE AMOUNTS WE RECEIVE FROM YOU WILL BE ALLOCATED TO THE RELEVANT BILLERS AND ACCOUNTS ON THE BASIS AS CONFIRMED BY YOU. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE BILLERS, ACCOUNTS AND AMOUNTS REFLECTED ARE CORRECT AND THAT YOU WISH TO EFFECT PAYMENT ON THE BASIS AS SHOWN. WE ACCEPT NO LIABILITY FOR ANY INCORRECT PAYMENTS OR PAYMENT ALLOCATIONS MADE BY YOU.**

**3. Use of Linked Payment Channels**

- 3.1. Once you have confirmed all amounts to be paid, you may be provided with the option to effect payment of such amounts to us via any of the online payment channels made available to you that are linked to our service.

- 3.2. Please note that most of the linked payment channels we enable for your use are provided by third-party payment service providers and that we are not responsible for such third-party payment channels or for your use thereof. With respect to the Capitec payment channel specifically, you should note that we have concluded the necessary contractual arrangements with Capitec Bank enabling your direct submission of EFT payment instructions to Capitec Bank if you have a bank account with them. You may be required to provide certain personal or payment account details when submitting your payment instruction via your selected payment channel. The supply to you and your use of any such third-party payment channel are subject to the terms and conditions of the particular third-party payment service provider and any claims you may have in connection therewith should be pursued against the relevant third-party payment service provider under such terms and conditions. **YOU WARRANT THAT YOU ARE ENTITLED TO USE THE THIRD-PARTY PAYMENT CHANNELS THAT YOU SELECT FOR MAKING PAYMENT TO US. TO THE MAXIMUM EXTENT PERMITTED BY LAW WE WILL NOT BE LIABLE FOR ANY SUCH PAYMENT CHANNEL YOU MAY SELECT TO EFFECT PAYMENT TO US OR FOR ANY LOSS YOU MAY SUFFER FROM SUCH USE OR FROM YOUR INABILITY TO DO SO.**
- 3.3. If you elect to make payment via our card payment channel, you will be required to share your card details with our acquiring bank when submitting your payment instruction to enable it to process your payment. Your card details are processed and safeguarded in accordance with applicable payment scheme rules. Any card payment may be disputed by you by lodging a dispute with your bank in accordance with the card scheme rules applicable to your card. **SAVE AS MAY BE DETERMINED IN ACCORDANCE WITH THE RELEVANT CARD SCHEME RULES, YOUR USE OF OUR CARD PAYMENT CHANNEL IS AT YOUR OWN RISK AND WE WILL NOT BE LIABLE FOR ANY LOSS YOU MAY SUFFER FROM SUCH USE OR FROM YOUR INABILITY TO DO SO UNLESS SUCH LIABILITY MAY NOT BE EXCLUDED BY LAW.**
- 3.4. With respect to the use of our EFT payment channel, you will be required to share your online banking credentials with us when submitting your payment instruction to enable us to facilitate payment on your behalf from your designated bank account. The banking credentials you provide to us are securely encrypted immediately upon receipt thereof, are processed and safeguarded in compliance with applicable information and data privacy legislation and are destroyed once your EFT payment is completed. We use your banking credentials only to facilitate the execution of your EFT payment instructions. EFT payments are final and irrevocable and cannot be reversed. However, you may qualify for the refund of an EFT payment if it was facilitated by us in error, fraudulently or without your authority. You should notify us immediately if you become aware of such an EFT payment and you may submit a request for refund thereof to us. In order to qualify for a refund your request must be lodged with us in the prescribed manner and within the timeframes specified therefor and you must provide us with the necessary evidence to substantiate your claim. **IF YOU DO SO DISPUTE AN EFT PAYMENT MADE ON YOUR BEHALF AND WE FINALLY DETERMINE THAT WE CAUSED SUCH EFT PAYMENT TO BE PROCESSED IN ERROR, FRAUDULENTLY OR WITHOUT YOUR AUTHORITY, YOU WILL BE ENTITLED TO A REFUND OF SUCH PAYMENT OR THE UNAUTHORISED OR INCORRECT PORTION THEREOF THAT WE WERE RESPONSIBLE FOR. SAVE AS AFORESAID, YOUR USE OF OUR EFT PAYMENT CHANNEL IS AT YOUR OWN RISK AND WE WILL NOT BE LIABLE FOR ANY LOSS YOU MAY SUFFER FROM SUCH USE OR FROM YOUR INABILITY TO DO SO UNLESS SUCH LIABILITY MAY NOT BE EXCLUDED BY LAW.**
- 3.5. **WITH RESPECT TO ALL PAYMENT CHANNELS SELECTED BY YOU, YOU WARRANT THAT YOU ARE DULY AUTHORISED TO MAKE PAYMENTS TO US FROM THE ACCOUNTS YOU SELECT FOR PAYMENT ON SUCH PAYMENT CHANNELS AND YOU AUTHORISE US TO PAY ANY AMOUNT TO BE REFUNDED TO YOU INTO SUCH ACCOUNTS.**
- 3.6. Amounts received by us will be allocated to the billers and accounts designated by you. Should full payment of the confirmed amounts not be received by us for any reason, we may, in our sole and absolute discretion, elect to allocate the amounts received to the designated billers proportionately or to reverse and refund such partial payments to you.
- 3.7. Pursuant to your payments, we will make suitable electronic receipts available for you to store and print. **YOU SHOULD RETAIN COPIES OF ALL RECEIPTS AS PROOF OF YOUR PAYMENTS TO US.** If any problems or claims arise in connection with your payments, you will be required to provide copies of such receipts.

#### 4. DISCLAIMER

**WE DO NOT WARRANT THAT OUR SERVICE OR ANY OR ALL OF OUR ONLINE PAYMENT CHANNELS WILL ALWAYS BE AVAILABLE OR ERROR FREE. IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE INFORMATION WHICH YOU PROVIDE TO US IN CONNECTION WITH YOUR USE OF THE SERVICE IS CORRECT. SAVE ONLY FOR THE REFUNDS WE MAY PROVIDE TO YOU IF YOU LODGE A PAYMENT DISPUTE IN THE PRESCRIBED MANNER, WE WILL HAVE NO LIABILITY TO YOU IN CONNECTION WITH THE SERVICES UNLESS SUCH LIABILITY MAY NOT BE EXCLUDED BY LAW. WE CANNOT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXTRINSIC OR SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE OR UNFORESEEABLE) OF ANY KIND ARISING OUT OF YOUR USE OF THE SERVICE.**

5. **CONTACT DETAILS**

Should you have any questions or queries, please contact at:

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|-------------------------|---|
| General                 | info@payat.co.za  |
| Client Service          | support@payat.co.za   |
| IT Support              | it-support@payat.co.za  |
| Reception               | 021 886 5557  |
| Query Management Portal | <a href="https://payat.powerappsportals.com/">https://payat.powerappsportals.com/</a> |