

The Bank will provide You with Acquiring Services to enable You to accept Payment Instruments from Your Customers to pay for goods and services by using QR-Code and as governed by these Terms and Conditions, the FNB Merchant Services General Terms and Conditions, any applicable Product and/or Service Specific Terms and Conditions of Your Merchant Agreement. The Terms and Conditions contain important information about the rights and obligations relating to You and the Bank in respect of the Acquiring Services and products delivered by the Bank. A copy of the Terms and Conditions is available on the FNB website, or can be obtained from the Merchant Services National Call Centre or can be supplied to You by post or email at Your request. It is Your duty to speak to the Bank if You do not understand any part of the Terms and Conditions prior to entering into the Merchant Agreement.

BY USING THE BANK'S ACQUIRING SERVICES AND PRODUCTS THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

- 1.1 "CDCVM" means Consumer Device Customer Verification Method i.e. and additional verification method to be provide by the Customer as prompted, for example signature or a one time pin.

2 GENERAL

- 2.1 Any capitalised terms used in these Terms and Conditions, bear the meaning assigned to them in the FNB Merchant Services General Terms and Conditions.
- 2.2 **QR-Code Transactions are classified as Card Not Present Transactions and are subject to Card Not Present Rules in Your Merchant Agreement.**
- 2.3 **Rules applicable to Card Not Present Transactions including, but not limited to Chargebacks, Merchant Commission rates, Indemnities and Debiting the Merchant's Nominated Bank Account apply.**

3 QUALIFYING CRITERIA

- 3.1 QR-Code is automatically provided as an additional payment functionality for purchase Transactions for existing Merchants and by application for new Merchants.
- 3.2 Merchants must meet the Bank's credit vetting and scoring criteria.
- 4 QR Speedpoint® on the FNB Banking App:
- 4.1 QR Speedpoint® is exclusively available to a Merchant who:
- 4.1.1 has an FNB Business Cheque Account; and
- 4.1.2 is registered for FNB Online Banking; and
- 4.1.3 meets the Bank's credit vetting and scoring criteria
- 4.1.4 A Merchant qualifies for 1 (one) Speedpoint® App registration per Merchant number and 1 (one) Merchant number is allocated per FNB Business Cheque Account
- 4.2 QR Speedpoint® is not subject to any MMF or Equipment Rental Amounts.

5 QR-CODE TRANSACTION PROCESSING RULES

- 5.1 The Customer scans the QR-Code displayed to initiate and process a Transaction.
- 5.2 QR-Code is not available on Merchant Lite nor the Connected Solution.
- 5.3 QR-Code Transactions must always be authorised online by the Issuing Bank
- 5.4 For each Mastercard Customer presented QR-Code Transaction:
- 5.4.1 there is no maximum Transaction amount; and
- 5.4.2 the Transaction may be required to be completed with a CDCVM.

6 AUTHORISATION

- 6.1 Authorisation is a prerequisite for the Dispatch of any goods and delivery of services. If the initial amount for which Authorisation was obtained differs from the final amount charged to the Customer, the Merchant must cancel the Transaction and process it again.

6.2 If Authorisation is granted, the Merchant must Dispatch the goods or deliver the service within the time stipulated in the Merchant's terms and conditions.

7 CHARGEBACKS

7.1 The provisions related to Chargebacks contained in the FNB Merchant Services General Terms and Conditions apply to Chargebacks in respect of QR-Code Transactions.

7.2 All valid Chargebacks arising from disputed QR-Code Transactions will be debited from the Merchant's Nominated Bank Account.

7.3 The Merchant accepts QR-Code Transactions at its own risk and accepts all liability for all Chargebacks which may arise from processing these Transactions.

7.4 For all QR-Code Transactions: where authentication is not available, for whatever reason, and the Merchant proceeds with the Transaction, the Transaction is excluded from protection against Chargebacks.

8 REFUNDS

The Merchant must provide the Customer with a fair and reasonable refund policy for all goods and services purchased by way of a QR-Code Transaction.

9 FEES AND CHARGES

Standard Merchant Commission rates for QR-Code Transactions are set out in Your Statement (which forms part of Your Merchant Agreement), unless You have already agreed to Card Not Present rates in your Merchant Agreement, in which case those rates shall prevail, together with the existing terms of your Merchant Agreement.

10 REPORTING & CMS PORTAL

10.1 All QR-Code Transactions are available to view on the CMS Portal for reconciliation purposes.

10.2 QR-Code Transactions processed on Speedpoint® Devices will not appear on any "end of day" receipts generated by the device.