

OPERATIONAL TERMS AND CONDITIONS

SMART ATM

THE FOLLOWING TERMS ARE SUPPLEMENTAL TO THE MASTER TERMS AND APPLY TO THE INSTALLATION AND ALL ONGOING OPERATIONAL ASPECTS OF THE USE OF EACH SMART ATM AT A SITE IN TERMS OF A SITE SCHEDULE; EXCEPT WHERE EXPRESSLY PROVIDED TO THE CONTRARY HEREIN, THESE OPERATIONAL TERMS ARE SUBJECT TO THE MASTER TERMS, INCLUDING THE DEFINITIONS AND RULES OF INTERPRETATION CONTAINED THEREIN, WHICH ARE INCORPORATED IN THESE OPERATIONAL TERMS BY THIS REFERENCE.

1. LOCATION AND INSTALLATION AND MAINTENANCE

- 1.1. The Merchant confirms it has obtained, and will keep in force, all necessary approvals, licences, permits and/or consents from the landlord or owner of the Site (where applicable) and any governmental body or regulatory authority prior to installation of the Smart ATM and use of the Services at the Site, including any consents required to display advertising and signage in respect of the Smart ATM for the duration of the Agreement.
- 1.2. The Merchant will at its own costs and expense prepare the Site and access to the Site for delivery and installation of the Smart ATM.
- 1.3. The Merchant will provide ATM Solutions with such assistance as ATM Solutions considers necessary to ensure satisfactory installation of the Smart ATM.
- 1.4. 1.4. ATM Solutions:
 - 1.4.1. in consultation with the Merchant, shall determine the suitability and location of the Smart ATM at the Site. The Parties agree that the Smart ATM should be installed in a position that promotes optimal usage of the Smart ATM by Customers.
 - 1.4.2. may have to draw and/or drill into the ceiling, floors, walls and other areas on the Site in order to install the Smart ATM and ATM Solutions shall not be liable for any damage caused in doing so.
 - 1.4.3. will deliver and install Smart ATM at the Site with a built in Smart ATM which, can generate a deposit slip when the Merchant deposits Banknotes into the Smart ATM for the Merchant's records, and a system that's able to keep an electronic record of the number and value of the Banknotes deposited into the Smart ATM and provide documentary proof thereof in accordance with the Merchant Manual;
 - 1.4.4. will fit a communication device into each Smart ATM which will transmit encoded information of the deposits made in each Smart ATM to ATM Solutions' namely the electronic management system which interfaces with the Smart ATM to confirm the value of each deposit and provide real-time updates to a secure web- based platform;
 - 1.4.5. will provide necessary training to the Merchant regarding the use of the Smart ATM and the use of the 'Merchant PIN' which is a unique code assigned by ATM Solutions to the Merchant used to access the Smart ATM system;
 - 1.4.6. will provide maintenance services in accordance with the Merchant Manual; and
 - 1.4.7. in its discretion, and for good cause or out of necessity, shall be entitled to suspend, cancel, terminate or amend the communications link, data- processing switch, Smart ATM network or banking affiliations or Acquiring Bank or Funders as it deems appropriate, on due notice to the Merchant.

2. SIGNAGE, PROMOTION AND ADVERTISING

- 2.1. ATM Solutions will provide to the Merchant at no charge all signage and decals that are required to be displayed at the Site to adequately promote the Smart ATM. The Merchant agrees to display, in accordance with ATM Solutions' instructions, all decals and signage provided to it by or on behalf of ATM Solutions. Furthermore, where applicable, the Merchant agrees that a Smart ATM lightbox-sign shall be illuminated during Operating Hours.
- 2.2. Where possible, the Smart ATM and any related signage will be located at the Site in such a way as to ensure an unrestricted view of the Smart ATM from the front entrance of the Site.
- 2.3. ATM Solutions will be allowed, at its discretion, to run campaigns promoting the Smart ATM and the Services, but it will discuss the content with the Merchant before finalising any such campaign.
- 2.4. ATM Solutions, as owner of the Smart ATMs, will be allowed, at its own cost, and will have the right to retain all benefits, including any revenues, from these ancillary functions, if any, to:
 - 2.4.1. display its usual logos and other identifying signage on the exterior of any Smart ATM; and

- 2.4.2. make use of and relay through any Smart ATM miscellaneous advertising or similar communications for the benefit of Customers.
- 2.5. The Merchant will not display any signage on the Smart ATM or at the Site, of whatsoever nature, relating to the Smart ATM or a competitor of ATM Solutions, other than signage prescribed by ATM Solutions, unless it has obtained the prior written consent of ATM Solutions for such display.

3. OPERATION

- 3.1. The Merchant will ensure that the Smart ATM:
 - 3.1.1. is connected to an electric power point and backup power and available for Customers;
 - 3.1.2. remains in the possession of the Merchant;
 - 3.1.3. remains free from unauthorised access, use or other interference by a third party or otherwise;
 - 3.1.4. is used in accordance with the manufacturer's and/or ATM Solutions' instructions or Merchant Manual and only for the purpose as envisaged in this Agreement;
 - 3.1.5. has sufficient space near and around it so that any Customer has easy access to and optimum use of the Smart ATM. This includes keeping the Site in a safe, clean, neat, and orderly condition with unobstructed access to the Smart ATM.
- 3.2. The Merchant will, provide and maintain a dedicated 220-volt power point which will convey electricity to the Smart ATM during Operating Hours and illuminate signage provided by ATM Solutions (if applicable), and will pay on the due date all monthly charges levied by the power service provider for such electrical power usage.
- 3.3. The Merchant agrees to check the Smart ATM on a regular basis (and, in any event, at least daily) to ensure that it has not become depleted of cash or in any other way non-operational and immediately take the necessary measures if this is found to be the case.

4. FICA PROVISIONS

- 4.1. The Merchant shall, within 48 (forty-eight) hours of receipt of request to do so, provide ATM Solutions with any documentation required in terms of the Financial Intelligence Centre Act, 38 of 2001 ("FICA") and any other applicable statute or regulation, or as is reasonably requested by either ATM Solutions to create the Merchant's user profile ("Merchant Account") or the Funder or the Acquiring Bank, failing which ATM Solutions shall not enter into the Agreement.
- 4.2. The Merchant shall grant ATM Solutions access to the Site to inspect and verify the documents and information provided in terms of the Site Schedule, such information including but not limited to Merchant's name, business address, registration or identity number, director and shareholder details, Merchant Bank Account details, audited financials and bank statements.
- 4.3. The Merchant agrees that ATM Solutions may share the Merchant Data and details of the Merchant Bank Account with its bank and the Hirer (if applicable). Following review of the application, ATM Solutions or ATM Solution's bank may conclude that the Merchant will not be permitted to use the Services.
- 4.4. The Merchant hereby authorises ATM Solutions to request/obtain identity verifying information pertaining to the Merchant, including a consumer report and/or credit check that contains the Merchant's name and address. ATM Solutions may periodically obtain additional reports to determine whether the Merchant continues to meet the requirements for a Merchant Account.
- 4.5. The Merchant agrees that ATM Solutions is permitted to share the Merchant Data, application information (including whether the Merchant is approved or declined), and its Merchant Bank Account details with its bank or other financial institution. This includes sharing information (a) about the Merchant's transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the service, (c) to create and update their customer records about the Merchant and to assist them in better serving the Merchant, and (d) to conduct ATM Solutions' risk management process.
- 4.6. ATM Solutions reserves the right to suspend or terminate the Agreement where the Merchant fails to meet the credit requirements determined by ATM Solutions from time to time; provides inaccurate, untrue, or incomplete information and/or refuses ATM Solutions access to the Site.

5. RULES AND REGULATIONS

- 5.1. The Merchant may not use the Smart ATM and/or the Services to handle, process or store funds for any third party.
- 5.2. ATM Solutions may decide not to settle any transaction submitted to it if it believes that the transaction is in violation of the Agreement or exposes harm to the Merchant, other users, the Acquiring Banks, the Funder or ATM Solutions. Harm for purposes of this clause includes fraud and other criminal acts. If ATM Solutions

reasonably suspects that the Smart ATM; Services or the Merchant Bank Account have been used for an unauthorised, illegal, or criminal purpose, the Merchant hereby gives ATM Solutions express authorisation to share information about the Merchant, its Merchant Bank Account, and any of its transactions with the South African Police Service.

- 5.3. Should ATM Solutions need to conduct an investigation or resolve any pending dispute in connection with any breach of the rules and regulations or related to fraud or any other criminal act, ATM Solutions may defer pay-out or restrict access to the Merchant's funds for the entire time it takes for ATM Solutions to do so. ATM Solutions may also defer pay-out or restrict access to the Merchant's funds as required by law or court order, or if otherwise requested by law enforcement or governmental entity.

6. FAILURES, MALFUNCTIONS AND UNAVAILABILITY

- 6.1. The Merchant acknowledges that the Smart ATM does not operate in isolation but, instead, relies on functionality that is provided by a number of service providers, such as Network Operators (e.g., Vodacom, MTN and Telkom) that owns an electronic communications network and which makes such network, and the electronic communications services conveyed over such network, available to ATM Solutions and other industry players for commercial purposes, GPRS service providers, Funders and Acquiring Banks, who provide separate but interrelated services which, as a whole, allow the Smart ATM to function. These service providers including the Hirer (if applicable) operate as independent service providers who are not necessarily contracted by ATM Solutions and over whom it has no direct control.
- 6.2. ATM Solutions will use its reasonable endeavours to ensure that the Smart ATM remains operational at all times during Operating Hours. However, due to the nature of the Smart ATM and the Services as aforesaid, ATM Solutions expressly stipulates, and the Merchant acknowledges, that it provides the Services "as is" and "as available". In line with the rights set out under section 55(2)(a) and (b) of the CPA, ATM Solutions expressly states that it cannot warrant or guarantee that the Services will at all times be free of errors or interruptions, that they will always be available, fit for any purpose, be secure or reliable.
- 6.3. Should the Smart ATM stop working or malfunction, become damaged or where any other problem is experienced that renders the Smart ATM non-functional or causes it not to function optimally, then the Merchant must, without exception, notify ATM Solutions within 24 (twenty-four) hours of first becoming aware of the problem. The notification must include a detailed explanation of the problem and the date and time when the problem was first experienced, which will be logged by ATM Solutions. ATM Solutions will, use its best endeavours to attend to the complaint and repair the Smart ATM as soon as reasonably possible from date of such notification.
- 6.4. The Merchant shall have no claim of any nature whatsoever, whether for damages, remission fees or otherwise, against ATM Solutions, for any failure of or interruption in the Services or of the availability or functioning of the Smart ATM, where the failure or interruption is due to reasons outside the reasonable control of ATM Solutions, and this will not amount to a breach of the Agreement on the part of ATM Solutions.
- 6.5. The Merchant will not permit anyone other than an authorised representative of ATM Solutions to perform any service or work on, or otherwise deal with, the Smart ATM without ATM Solutions' prior written approval.
- 6.6. The Merchant will reimburse ATM Solutions for any servicing, repair, parts, travel or other costs incurred by ATM Solutions as a result of the negligence or malice of the Merchant, its employees, officers, agents, customers or invitees. Such negligence shall include such actions that are not in accordance with ATM Solutions' standard operating procedures, as communicated to the Merchant from time to time.

7. IRREGULAR TRANSACTIONS

- 7.1. When a Customer raises a Transaction dispute, such dispute shall be directed by the Customer to either the applicable Network Operator or the issuer of their bankcard or the provider that is holding their funds in an e-wallet, who in turn, will raise the query with the Acquiring Bank and ATM Solutions. ATM Solutions will be solely responsible for the determination of the dispute.
- 7.2. The Merchant warrants that it will not, directly or indirectly, be a party to, or knowingly allow or authorise any Transaction to be effected on, through or by the Smart ATM, by any person who is not a Customer.
- 7.3. The Merchant warrants that it will not, directly or indirectly, be a party to, or knowingly allow or authorise any deposit of Banknotes to be made into the Smart ATM, by any person other than the Merchant or duly authorised representative of the Merchant or a cardholder carrying out a Transaction i.e. cash deposit.
- 7.4. The Merchant shall raise any dispute regarding a deposit/s of Banknotes into the Smart ATM with ATM Solutions. ATM Solutions will be solely responsible for the determination of the dispute.

8. RELOCATION OR REMOVAL

- 8.1. The Smart ATM will remain installed at the Site in the same location for the duration of the Site Schedule and the Merchant undertakes that it will not at any time relocate or remove the Smart ATM (or allow any third party to do so) unless ATM Solutions has agreed, in its sole and absolute discretion, to the relocation or removal, in which event ATM Solutions will have the right to attach any conditions to any such relocation or removal as it sees fit, including any variation or adjustment of the fees and charges detailed under the Site Schedule. Any non-compliance with this clause shall be deemed to be material breach of the Agreement.
- 8.2. The Merchant agrees to give ATM Solutions no less than 30 (thirty) days' prior written notice of its intention to vacate the Site or to relocate the Smart ATM and to give prompt notice to ATM Solutions if its lease of the Site is terminated or threatened to be terminated for any reason. In the event that ATM Solutions approves the removal and relocation of the Smart ATM to a substituted location, such substituted location shall take the place of the Site originally designated in the Site Schedule.
- 8.3. ATM Solutions or its appointed service provider will be the only party entitled to effect any removal or relocation of the Smart ATM and any consequential installation thereof.
- 8.4. The Merchant agrees that, should relocation within the Site, or relocation to a new Site, take place, all costs and expenses associated with such relocation shall be borne by the Merchant and shall be payable on demand. This Agreement, save for the description of the new Site or re-located area and any changes to the fee and charges will apply to any relocation. The description of the new Site and fees and charges will be set out in a written addendum which will be attached to this Agreement.
- 8.5. Any relocation or removal which is not done in accordance with this clause 8 will be a material breach of the Agreement.

9. SECURITY

- 9.1. Should we, ATM Solutions decide to install a P100 door and/or a roller shutter door at the Merchant's Site, then the following will apply to the installation and use of the P100 door and roller shutter door:
 - 9.1.1. the cost of the installation will be borne by the Merchant;
 - 9.1.2. the Merchant will be obliged to close and lock the P100 door and/or a roller shutter door, as the case may be, when the Merchant's business closes at the end of the business day as well as open the P100 door and/or a roller shutter door at the start of each business day;
 - 9.1.3. where a roller shutter is installed and it operates with a remote control, the Merchant hereby undertakes to immediately advise ATM Solutions in writing if the remote control is lost, damaged or stolen or where the Merchant is unable to open or close the shutter due to a technical fault; and
 - 9.1.4. where a P100 door is installed, the Merchant hereby undertakes to immediately advise ATM Solutions in writing in the event that the keys to the door are lost, damaged or stolen or where the Merchant is unable to open or close the P100 door due to a technical fault.
- 9.2. should the Merchant fail to comply with the obligations as set out in paragraph 9.1.3 above; the Merchant will be liable for any loss and/or damage which is suffered by or caused to the ATM resulting from any vandalism and for the value of any cash which has been loaded into the ATM. A certificate by the Cashing Manager of ATM Solutions will serve as prima facie proof of the value of such cash loaded into the ATM at the time of the said vandalism.
- 9.3. The Merchant shall be responsible for all costs incurred by ATM Solutions where the key or remote control as the case may be, is lost, damaged or stolen, including but not limited to replacement, call-out and travel costs.
- 9.4. It is specifically agreed that the P100 door and/or the roller shutter door remains the property of ATM Solutions, whether it is affixed the immovable property of the landlord/tenant/owner as the case may be. In the event that the ATM is uplifted, ATM Solutions will be entitled to simultaneously remove the P100 door and/or roller shutter door. Alternatively, ATM Solutions will be entitled to uplift same upon 7 (seven) days prior written notice to the Merchant.

10. TRADEMARKS

- 10.1. The Merchant acknowledges that all right, title and interest in and to each of the Trademarks vests in ATM Solutions or its Affiliates and that it has no claim of any nature in and to any of the Trademarks.
- 10.2. The Merchant shall not, at any time during or after termination or cancellation of the Agreement, dispute the validity and enforceability of any of the Trademarks or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of that right, title and interest and shall not counsel or assist any other person to do so.

- 10.3. The Merchant shall not, at any time, whether during the subsistence of the Agreement or after termination or cancellation of the Agreement, apply anywhere in the world to register any trademark identical to a Trademark or so nearly resembling a Trademarks as to be likely to deceive or cause confusion.
- 10.4. The Merchant shall not, without the prior written consent of ATM Solutions, adopt or use upon or in relation to any Smart ATM any trademarks names or style resembling the Trademarks or any of them.
- 10.5. The Merchant shall not use the Trademarks without the prior written consent of ATM Solutions and, then, only on terms and conditions as determined by ATM Solutions in its sole and absolute discretion.

11. DUAL ACCESS

- 11.1. Technical Errors may occur due to external factors beyond ATM Solutions' control. While the Technical Error persists, ATM Solutions hereby grants the Merchant and the Technician dual access to open the Upper Part of the Smart ATM to clear such Technical Errors. Subject to the terms of this clause 11.

- 11.2. For purposes of this clause 11, the following terms will bear the following meanings:

"Cash Jam Clear Form" shall mean a form which indicates the record of all the Banknotes that have been removed from the cash jam, where the good condition banknotes are placed back into the Smart ATM by means of a reset, and/or the damaged/invalid Banknotes are placed in the Stop Loss Bag;

"Fob" shall mean a key used to open the front door to gain access to the Upper Part of the SMART ATM;

"Stop Loss Bag" shall mean a tamper evident sealable security bag with a unique serial number;

Technician shall mean an ATM Solutions' employee responsible for servicing, repairing and maintaining the Smart ATM at the Site;

Technical Error shall mean a cash jam, deposit error, printer error, card read error and/or software error experienced by the Merchant in relation to the Smart ATM, which list is not exhaustive; and

Upper Part shall mean the top part of the of the Smart ATM that houses the, deposit mechanism, card reader, printer, keypad and control unit, for the sake of clarity and for purposes of this clause 11, this part does not include the safe of the ATM.

- 11.3. The Merchant and the Technician must both be present at the Smart ATM when opening the front door of the Smart ATM to clear a Technical Error.
- 11.4. The Merchant and the Technician may not leave the Smart ATM unattended at any time and both the Merchant and the Technician need to be present from the time the front door of the Smart ATM is opened up until it is securely locked.
- 11.5. The process of the clearance of a cash jam and the obligations on the Merchant and the Technician are as follows:
 - 11.5.1. The front door of the ATM will be unlocked using the FOB;
 - 11.5.2. When clearing a cash jam:
 - 11.5.2.1. The Technician will print a before totals slip and give it to the Merchant for safe keeping;
 - 11.5.2.2. The Technician will identify the area where the cash jam has occurred and remove all Banknotes from the mechanism, the Technician will identify the damaged/ invalid Banknotes that has caused the Cash Jam. All Banknotes will be manually counted and recorded on the Cash Jam Clear Form.
 - 11.5.2.3. The good Banknotes will then be deposited into the Smart ATM through the note accepting mechanism and the Technician will perform a reset function, both the Technician and Merchant will confirm if all notes have been placed inside the Smart ATM after the reset.
 - 11.5.2.4. In the event that all Banknotes have not been cleared, these note will be included with the damaged/ invalid Banknotes and both must be placed in a Stop Loss Bag. Both the Merchant and the Technician will sign off on the Cash Jam Form to confirm the contents of the Stop Loss Bag. The Stop Loss Bag number must be recorded on the Cash Jam Clear Form.
 - 11.5.2.5. The Stop Loss Bag will be placed into the upper reject box [URJB] of the Smart ATM in order for it to be collected by the CIT Provider when the ATM is being uncashed.
 - 11.5.2.6. The Technician will then print the after totals slip and give it to the Merchant, for them to verify that the Banknotes cleared have been placed into the Smart ATM.

- 11.6. When clearing any other Technical Errors;
 - 11.6.1. The Technician will identify the area of the problem and will proceed to resolve the issue accordingly.
 - 11.6.2. The Merchant will be present at the Smart ATM from the time the front door is opened up until it is securely locked.
 - 11.6.3. Only once the Technical Error has been resolved and the front door is closed, may the Merchant leave the Smart ATM. The Merchant must ensure that the Technician records all information on their job card before leaving the Site.
- 11.7. The process of the clearance of a Technical Error and the CIT Provider process is as follows:
 - 11.7.1. The CIT Provider will be a back-up in the instance that the Merchant and the Technician's Fob is lost or faulty.
 - 11.7.2. The above process will be carried out entirely by the CIT Provider; and the Technician and Merchant are not required if a CIT Provider is assisting with the Technical Error.
- 11.8. The Merchant may not allocate the Fob to any person other than an individual authorised in writing by the Merchant, and the Technician will have the right to refuse to clear any Technical Error in the event that any person, other than the Merchant or authorised individual, is in possession of such Fob. Where there is a change in the authorised individual that is to be in possession of the Fob, ATM Solutions shall be notified in writing.
- 11.9. Where the FOB has been stolen or misplaced by the Merchant, the Merchant must ensure that ATM Solutions is notified immediately so that a new Fob can be allocated and the Upper Part which allows for Technical Error clearance is replaced/upgraded with new access. Any replacement made in respect of a stolen or misplaced FOB will be for the Merchants account.
- 11.10. The Merchant cannot request the Technician to take any Banknotes offsite, including but not limited to Banknotes which have not been cleared or that have been cleared but not placed into the Smart ATM.