



# PAYMENT SERVICE TERMS

## TPay Payment Service Terms and Conditions

<b>Entity</b>	TPPPAY Proprietary Limited
<b>Trading Name</b>	TPay
<b>Registration Number</b>	2025/544950/07
<b>Website</b>	www.tppp.africa
<b>Version</b>	Version 1.0
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<b>Classification</b>	Payment Service Governance Document
<b>Scope</b>	Payment service and related payment instructions only

**Publication Note:** This document governs the use of the TPay Payment Service and related payment instructions only.

**DOCUMENT CONTROL**

Field	Detail
Document Title	Payment Service Terms
Alternative Name	TPay Payment Service Terms and Conditions
Entity	TTPPAY Proprietary Limited
Trading Name	TPay
Registration Number	2025/544950/07
Website	www.tppp.africa
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**Purpose:** This document sets out the terms that apply when a consumer, payer, merchant or authorised user accesses or uses the TPay Payment Service. It governs payment instructions, EFT payment processing, user responsibilities, settlement position, fees, disputes, fraud-related matters, liability and termination. It forms part of TPay’s website and service policy framework and should be read together with TPay’s Terms of Website Use, Privacy Policy, PAIA Manual and Complaints Process, where applicable.

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# PAYMENT SERVICE TERMS

## TPay Payment Service Terms and Conditions

**Payment Service Notice:** These Payment Service Terms explain the rules that apply when you use the TPay Payment Service made available by TPPPAY Proprietary Limited, trading as TPay. These terms describe how payment instructions are initiated, the responsibilities of users, the role of TPay, the settlement position, fees, disputes, fraud-related matters, liability and termination.

### 1. Introduction and Scope

**1.1** These Payment Service Terms apply to the TPay Payment Service provided by TPPPAY Proprietary Limited, registration number 2025/544950/07, trading as TPay.

**1.2** The official TPay website is [www.tppp.africa](http://www.tppp.africa).

**1.3** The TPay Payment Service may be accessed through the TPay website, merchant websites, merchant checkout pages, payment interfaces, authorised links, integrated applications or other approved channels.

**1.4** These Terms govern the Payment Service only. They do not govern general use of the TPay website, except to the extent that website use is directly connected to a payment flow.

**1.5** These Terms form part of TPay’s website and service policy framework and should be read together with the following documents, where applicable:

- Terms of Website Use;
- Privacy Policy;
- PAIA Manual;
- Complaints Process;
- merchant agreements;
- any bank terms, merchant terms or third-party platform terms; and
- any other commercial agreement concluded with TPay.

**1.6** If there is any inconsistency between these Terms and another TPay document, the document that specifically governs the relevant subject matter will apply to that subject matter, unless otherwise stated in writing.

### 2. Definitions and Interpretation

**2.1** In these Terms, unless the context indicates otherwise, the following words and expressions have the meanings set out below.

Term	Meaning
<b>Bank</b>	means a South African bank or financial institution used by a Consumer in connection with a Transaction.
<b>Consumer</b>	means a person who uses, or seeks to use, the Payment Service to initiate a payment instruction.
<b>EFT</b>	means electronic funds transfer or a related electronic payment instruction process.
<b>Merchant</b>	means a business or other person that offers goods or services and may accept payments through the Payment Service.

Term	Meaning
<b>Merchant Website</b>	means a website, checkout page, application, platform or interface operated by or for a Merchant.
<b>Payment Instruction</b>	means an instruction initiated or authorised by a Consumer to make a payment from a bank account or approved payment source.
<b>Payment Service</b>	means the TPay payment facilitation service that enables Consumers to initiate or authorise payment instructions through approved payment flows.
<b>Terms</b>	means these Payment Service Terms, also referred to as the TPay Payment Service Terms and Conditions.
<b>TPay</b>	means TPPPAY Proprietary Limited, registration number 2025/544950/07, trading as TPay.
<b>Transaction</b>	means a payment-related transaction initiated through the Payment Service.
<b>User</b>	means any Consumer, payer, Merchant or authorised person who accesses or uses the Payment Service.
<b>we, us, our</b>	means TPay.
<b>you, your</b>	means the User of the Payment Service, as the context requires.

**2.2** References to laws include those laws as amended, replaced or re-enacted from time to time. Headings are for convenience only and do not affect interpretation.

### 3. Who We Are

**3.1** TPPPAY Proprietary Limited, registration number 2025/544950/07, trading as TPay, provides an electronic funds transfer payment option to Consumers and Merchants.

**3.2** TPay facilitates Payment Instructions issued or authorised by Consumers when goods or services are purchased from Merchants or when another approved payment flow is used.

**3.3** TPay is not a bank and does not provide banking services. Banking services, bank account access, bank authentication, clearing and settlement processes remain subject to the relevant Bank’s systems, payment system rules, participant arrangements and applicable legal frameworks.

**3.4** TPay’s payment service may operate through applicable payment ecosystem arrangements, including sponsorship by Nedbank, where applicable.

**3.5** Unless expressly stated in a separate written agreement and supported by the relevant payment model, TPay does not itself hold, clear or settle funds into a Merchant’s bank account.

### 4. TPay’s Role in the Payment Process

**4.1** TPay facilitates the Payment Instruction between the Consumer, the Consumer’s Bank and the Merchant.

**4.2** The Payment Service enables a Consumer to initiate or authorise an EFT payment instruction from the Consumer’s South African bank account or other approved payment source.

**4.3** TPay may notify the Merchant when the payment instruction process has been successfully triggered, authenticated or confirmed through the relevant payment flow.

**4.4** TPay’s role is limited to the payment facilitation process described in these Terms, subject to applicable law, system availability, bank rules and any applicable agreements.

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## 5. Who May Use the TPay Payment Service

**5.1** To use the Payment Service, you must:

- be at least 18 years old;
- have legal capacity to enter into binding agreements;
- have a valid South African bank account or approved payment source, where applicable;
- provide accurate and current information;
- use the Payment Service for lawful purposes only; and
- comply with these Payment Service Terms.

**5.2** If you do not meet these requirements, you should not use the Payment Service.

## 6. How the TPay Payment Service Works

**6.1** A Consumer selects TPay as a payment method at checkout or through another approved payment interface.

**6.2** The Consumer is directed to the applicable TPay payment screen or payment flow.

**6.3** The Consumer selects the relevant Bank or payment option.

**6.4** The Consumer provides the required payment information or follows the relevant Bank authentication process.

**6.5** The payment amount, Merchant details and related transaction details may be pre-populated or displayed for confirmation.

**6.6** The Consumer authorises the Payment Instruction using the required authentication method, which may include app approval, two-factor authentication or another bank-controlled authentication method.

**6.7** Once the Payment Instruction is successfully authenticated or confirmed through the relevant process, TPay may notify the Merchant that the Payment Instruction has been triggered or confirmed.

**6.8** The actual clearing and settlement of funds remains subject to the applicable Bank, payment system and clearing rules.

**Important:** You should carefully verify the payment amount, Merchant details and payment reference before authorising a payment. TPay does not guarantee instant settlement unless the applicable payment method, Bank and payment system support it.

## 7. Informed Consent

**7.1** By using the Payment Service, you give informed consent for TPay to process the Payment Instruction and related information required to facilitate the Transaction.

**7.2** By proceeding with a payment, you confirm that you have read and understood these Payment Service Terms and TPay's Privacy Policy, where applicable.

**7.3** Any personal information processed in connection with the Payment Service is handled in accordance with the separate TPay Privacy Policy.

## 8. Banking Credentials and Authentication

**8.1** Where the payment process requires user authentication, you must follow the relevant Bank authentication flow.

**8.2** If banking login details or authentication information are processed through the payment flow, they are processed only for the purpose of initiating, authenticating or facilitating the Payment Instruction and are subject to applicable security safeguards and the Privacy Policy.

**8.3** Passwords must not be stored after completion of the authentication process unless a separate and lawful tokenised or secure method is expressly disclosed and consented to.

**8.4** You remain responsible for keeping your banking credentials, devices, authentication tools and passwords secure and for complying with your Bank's security requirements.

## 9. User Responsibilities

**9.1** When using the Payment Service, you are responsible for:

- ensuring that you have sufficient funds;
- providing accurate payment information;
- selecting the correct Merchant and payment option;
- confirming the payment amount before authorisation;
- keeping banking credentials, devices, passwords and authentication tools secure;
- not sharing banking login details with unauthorised persons;
- using the Payment Service lawfully;
- complying with applicable Bank terms and Merchant terms; and
- reporting suspected unauthorised use, suspicious activity or fraud promptly.

**9.2** You must not use the Payment Service to facilitate unlawful, fraudulent, misleading, abusive or unauthorised activity.

## 10. Merchant Responsibilities

**10.1** Where applicable, Merchants are responsible for:

- accurately displaying goods, services, prices and checkout information;
- ensuring that the correct payment amount is presented;
- fulfilling goods or services sold to Consumers;
- managing refunds, returns and delivery issues in accordance with their own Merchant terms;
- handling customer disputes relating to goods or services; and
- complying with applicable laws and commercial agreements.

**10.2** TPay is not responsible for the quality, delivery, fulfilment, legality, suitability or availability of goods or services sold by Merchants.

## 11. Settlement and Timing

**11.1** TPay does not itself perform the final settlement of funds into the Merchant's bank account unless expressly stated in a separate written agreement and supported by the relevant payment model.

**11.2** Clearing and settlement are subject to the rules, systems and processing times of Banks, clearing system participants, payment systems and applicable regulatory frameworks.

**11.3** EFT payment instructions may not result in instant credit to the Merchant unless a real-time payment option, intra-bank payment or other instant payment method applies.

**11.4** A successful payment screen, confirmation message or Merchant notification does not by itself override applicable Bank, payment system or settlement rules.

**11.5** Clearing and settlement arrangements may involve sponsor bank, payment participant or payment system relationships, including Nedbank where applicable.

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## 12. Fees

**12.1** TPay may charge Merchants or other commercial parties for use of the Payment Service.

**12.2** Consumers will not be charged by TPay for use of the Payment Service unless a fee is clearly disclosed at checkout or before the Transaction is authorised.

**12.3** Banks, Merchants or third parties may charge their own fees. Any such fees are subject to the relevant Bank, Merchant or third-party terms.

## 13. Payment Finality and Irrevocability

**13.1** EFT payments and Payment Instructions may be final and irrevocable once authorised, subject to applicable law, Bank rules, payment system rules and any fraud or dispute processes that may apply.

**13.2** You should carefully verify the payment amount, Merchant details, account information and any reference details before authorising a payment.

**13.3** TPay does not guarantee that an authorised Payment Instruction can be reversed, cancelled or recalled.

## 14. Incorrect, Unauthorised or Fraudulent Payments

**14.1** You must report suspected fraud, unauthorised use, incorrect payments or suspicious Transactions as soon as possible.

**14.2** Liability for fraudulent, unauthorised or incorrectly issued Payment Instructions will depend on the facts, applicable law, Bank rules, payment system rules and the conduct of the parties involved.

**14.3** TPay may assist with payment-related investigations where appropriate, but TPay does not replace the Consumer's Bank, the Merchant, a regulator, a court or law enforcement authority.

**14.4** You should also contact your Bank immediately if you suspect that your bank account, banking credentials, device or authentication tools have been compromised.

## 15. Disputes Relating to Goods or Services

**15.1** Disputes relating to goods, services, delivery, quality, refunds, returns or Merchant conduct must first be raised with the Merchant.

**15.2** TPay may assist with payment-related queries where appropriate, but TPay is not responsible for the Merchant's goods, services, delivery, refunds, returns or fulfilment obligations.

**15.3** Merchant terms, return policies, refund policies and customer support processes may apply separately to your purchase.

## 16. Payment-Related Queries and Disputes

**16.1** Users may contact TPay for payment-related queries using [support@tppp.africa](mailto:support@tppp.africa).

**16.2** To help TPay identify a Transaction, you should provide sufficient information, including the Transaction date, amount, Merchant name, Bank used, any reference number and a short description of the issue.

**16.3** TPay may request additional information reasonably required to investigate or respond to a payment-related query.

**16.4** Where a separate Complaints Process applies, the complaint must be handled in accordance with that process.

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## 17. Security

**17.1** TPay takes reasonable technical and organisational measures to support the security of the Payment Service.

**17.2** These measures may include encryption, access controls, monitoring, incident management processes and other security safeguards where applicable.

**17.3** Security measures may change from time to time as systems, risks, payment methods and operational requirements develop.

**17.4** Unless expressly confirmed in a separate public statement or written agreement, nothing in these Terms should be read as a claim that TPay holds a specific certification, bank approval, regulatory status or third-party security attestation.

## 18. Privacy and Personal Information

**18.1** Personal information processed through or in connection with the Payment Service is handled in accordance with TPay's Privacy Policy, which is available separately on the website.

**18.2** You should read the Privacy Policy before using the Payment Service or submitting personal information.

**18.3** This clause is a summary reference only and does not replace the Privacy Policy.

## 19. Compliance with Laws

**19.1** You may not use the Payment Service for unlawful purposes.

**19.2** Prohibited activity includes:

- fraud;
- money laundering;
- terrorist financing;
- sanctions evasion;
- payments for illegal goods or services;
- unauthorised access;
- misuse of banking credentials;
- circumvention of payment rules; and
- any other prohibited or unlawful activity.

**19.3** TPay may restrict, suspend or terminate access to the Payment Service where unlawful or suspicious activity is detected or reasonably suspected.

## 20. Suspension or Refusal of Transactions

**20.1** TPay may suspend, refuse, delay or block a Transaction or access to the Payment Service where reasonably necessary for:

- security reasons;
- fraud prevention;
- compliance reasons;
- system integrity;
- suspected unlawful activity;
- Bank or payment system requirements;
- operational risk management; or
- breach of these Terms.

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**20.2** TPay will not be required to process or support any Transaction where doing so would create legal, regulatory, security, operational or payment system risk.

## **21. Changes to the Payment Service and Terms**

**21.1** TPay may update the Payment Service and these Payment Service Terms from time to time.

**21.2** The updated version will apply from the date it is published or from the effective date stated in the updated document.

**21.3** Your continued use of the Payment Service after changes are made means that you accept the updated Terms.

## **22. Termination**

**22.1** TPay may suspend or terminate access to the Payment Service where a User breaches these Terms, misuses the service, creates risk, acts unlawfully, provides false information or engages in conduct that may compromise security, compliance or operational integrity.

**22.2** Users may stop using the Payment Service at any time.

**22.3** Termination or suspension does not affect rights, obligations or liabilities that arose before termination or suspension.

## **23. Limitation of Liability**

**23.1** To the extent permitted by law, TPay will not be liable for losses, damages, liabilities, costs or expenses arising from:

- incorrect payment details provided by a User;
- insufficient funds;
- delays, outages or failures in Bank systems;
- Merchant failures, non-delivery or fulfilment issues;
- third-party systems, platforms or services;
- unauthorised access caused by user negligence;
- outages or interruptions outside TPay's reasonable control;
- user failure to comply with these Terms; or
- use of the Payment Service for unlawful or improper purposes.

**23.2** Nothing in these Terms limits or excludes liability where the law does not permit such limitation or exclusion, including liability arising from gross negligence or wilful misconduct where applicable.

## **24. Indemnity**

**24.1** To the extent permitted by law, the User indemnifies TPay, its directors, officers, employees, service providers and representatives against claims, losses, damages, liabilities, costs and expenses arising from:

- breach of these Payment Service Terms;
- unlawful or improper use of the Payment Service;
- submission of false, inaccurate or misleading information;
- unauthorised use of bank accounts or credentials;
- fraud or attempted fraud;
- infringement of third-party rights; or
- conduct that compromises payment security or system integrity.

**24.2** This indemnity will continue to apply after you stop using the Payment Service.

## 25. Consumer Protection Act Qualification

**25.1** Where the Consumer Protection Act, 68 of 2008 applies, these Payment Service Terms must be interpreted in a manner that does not unlawfully limit any consumer rights.

**25.2** No provision of these Terms is intended to exclude or limit any right or remedy that may not be excluded or limited under applicable law.

## 26. Governing Law and Jurisdiction

**26.1** These Payment Service Terms are governed by the laws of the Republic of South Africa.

**26.2** Disputes relating to these Terms or use of the Payment Service are subject to the jurisdiction of the courts located in Johannesburg, South Africa, unless applicable law requires otherwise.

## 27. General Provisions

**27.1** These Terms, read together with TPay’s applicable policy framework and any separate written agreement that applies, govern the User’s use of the Payment Service.

**27.2** If any provision of these Terms is invalid, unlawful or unenforceable, the remaining provisions will remain valid and enforceable to the extent permitted by law.

**27.3** A failure by TPay to exercise or enforce any right under these Terms does not constitute a waiver of that right.

**27.4** The User may not cede, assign or transfer any rights or obligations under these Terms without TPay’s prior written consent.

**27.5** Clauses that are intended to survive termination or expiry will continue to apply after the User stops using the Payment Service.

**27.6** Headings are included for convenience only and do not affect interpretation.

## 28. Contact Details

**28.1** For payment-related queries or questions about these Terms, please contact TPay using the details below.

Field	Detail
Entity	TPPPAY Proprietary Limited
Trading Name	TPay
Registration Number	2025/544950/07
Website	www.tppp.africa
Email	support@tppp.africa
Address	122 Beech Street, Northcliff, Johannesburg, 2195