



BROPAY'S EFTSECURE PAYER TERMS OF USE

1. Introduction

1.1 These EFTSecure Terms of Use ("Terms") govern the use of EFTSecure services ("Service") provided by OCS Payments (Pty) Ltd trading as BroPay, having our address at Unit 4, Flexisuites, Nedbank Building, 135 Rivonia Road, Sandton, Gauteng, 2196 with registration number 2025/701277/07 ("we", "us", or "our"). By using our Services, you ("Payer", "you") agree to be bound by these Terms read together with Privacy Policy.

1.2 Nothing in the T&Cs is intended to contravene the applicable provisions of the Consumer Protection Act, 2008 or any similar legislation in any applicable jurisdiction. These T&Cs must be treated as being qualified, to the extent necessary, to ensure compliance with all applicable laws.

1.3 You must be at the legal age of majority in your country of residence to use our Services. By using our Services, you warrant that you have full legal capacity to do so, to share your personal information and to sign up to our T&Cs.

2. How you the Payer Makes Payment

2.1 At the time of checkout, you will be provided with an option to make a payment to the applicable merchant using the Service.

2.2 If the Service is selected, you will be redirected to a page provided by BroPay in order to select your bank.

2.3 After the bank is selected, you will be required to enter your internet banking login credentials (Credentials) in order to login and proceed with the transaction. Note that when you enter your Credentials you are providing them to us and not logging onto your online banking. You will then be directed to an online 'once off payment screen' provided by BroPay.

2.4 Following your confirmation of the details, your bank will provide you with a one-time PIN via SMS, email or USSD push notification or request you to approve in-app. You will be required to enter such one-time PIN or approve in-app authentication and confirm payment.

2.5 Once you have confirmed payment, BroPay will match the payment to the merchant's transaction and send the merchant a payment notification that payment from you has been successful, expired or failed.

3. Using and Saving of Login Credentials for Internet Banking

3.1 Consent to use Credentials:

By using the EFTSecure services to make a payment, you authorise us to use Credentials and other personal information, such as your full names and surname, account type, bank name and account information.

You confirm your understanding that when you enter your Credentials you are providing your Credentials to us and are not logging into your online banking website or application. You therefore agree that we may use such Credentials and information to process the payment as if we are instructing the payment ourselves and to deduct the payment to the merchant from your bank.



3.2 Use of Credentials: Your Credentials will only be used to process transactions you have authorised and for no other purpose. We do not store your Credentials and you will need to input them in each time you wish you use EFTsecure. Your other personal information is retained for the purposes of fraud detection and in order to keep transaction records (including recording your consent, payment amount, merchant name and transactional account number).

3.3 Security Measures: We employ robust security measures to protect your Credentials from unauthorized access and process and safeguard your Credentials in accordance with applicable data protection laws.

Your Credentials are encrypted and not even we can see them. They are also permanently deleted upon conclusion of the transaction. Furthermore, we regularly update all anti-virus software to protect from malware and data security breaches.

You are responsible for ensuring the security of your device and internet connection.

3.4 Nature of transaction: It is important to note that the payment transaction is final and irrevocable and that you cannot reverse a transaction.

4. **Dispute and Refunds:**

Please see our **Refund and Disputes Policy**.

5. **Liability:**

5.1 We shall not be liable for any unauthorized use of your Credentials unless such use is directly attributable to our negligence or wilful misconduct. Furthermore, we shall not be responsible for any loss or damage you may suffer if you provide incorrect Credentials or repeat transactions.

5.2 The party (be it the merchant, BroPay or the Payer or another third party) responsible for a fraudulent or unauthorised or incorrectly issued electronic funds transfer credit payment instruction shall be liable.

5.3 Neither party shall be liable for any indirect, special, consequential or punitive damages how so ever caused.

6. **Complaints**

6.1 Should you have any concerns or issues relating to the provision of the Services, please contact BroPay's Customer Relations at support@bropay.co.za.

6.2 Should a dispute of any nature whatsoever arise between you and BroPay on any matter provided for in or arising out of these Terms and such dispute is not resolved through the Customer Relations Department of BroPay then, save for urgent or interim relief which may be granted by a competent court, such a dispute may be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Cape Town in English. The expedited arbitration rules may be downloaded from http://www.arbitration.co.za/downloads/expedited_rules.

7. **General Provisions**



7.1. Amendments: We reserve the right to amend these Terms at any time. Your continued use of the Services after any amendment signifies your agreement to the revised Terms.

7.2 Governing Law and Jurisdiction These Terms are governed by South African law. Subject to the 'Complaints' paragraph of these Terms, you and BroPay submit to the non-exclusive jurisdiction of the South African courts.

7.3. Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

7.4. Contact Information: For any questions regarding these Terms, please contact us at support@bropay.co.za