

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 Your Merchant App. The FNB App Terms and Conditions regulate the processing of Merchant App Transactions and must be read in conjunction with the remaining Terms and Conditions of Your Merchant Agreement. It contains 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, can be obtained from the Merchant Services National Call Centre or can be supplied to You by post and 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 this Merchant Agreement.

**BY USING THE BANK'S ACQUIRING SERVICES AND PRODUCTS THE PARTIES AGREE AS FOLLOWS:****1 AUTHORISATION**

- 1.1 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, You must cancel the Transaction and process it again;
- 1.2 If Authorisation is granted, You must Dispatch the goods or deliver the service within the time stipulated in Your terms and conditions.

**2 CHARGEBACKS**

- 2.1 Protection against Chargebacks is subject to the Rules and limited to correctly authenticated Transactions. You need to ensure that Your Transactions are secured at all times, in accordance with the Rules.
- 2.2 If the Authentication is successful for enrolled Cards, You will process the Authorisation as usual, passing on authentication data to the Bank or the CSP for processing.
- 2.3 You acknowledge that it is in Your best interests to ensure that You have checks and balances in place for all FNB Merchant App Transactions as all valid Chargebacks arising from disputed FNB Merchant App Transactions will be debited from your Nominated Bank Account.
- 2.4 The following Transactions are excluded from Chargeback liability shift (You accept these Transactions, You do so at Your own risk and You accept all liability for all Chargebacks which may arise from processing these Transactions):
  - 2.4.1 Transactions processed on business or corporate Cards for MasterCard, Visa and UPI;
  - 2.4.2 Enrolled Card Transactions where authentication by the Bank is unavailable or unsuccessful and You nevertheless process the Transaction; or
  - 2.4.3 Transactions where the infrastructure and/or systems of any of the participating parties, other than that of the Bank, fail or are out of order, and authentication is not available but You proceed with the Transaction.

**3 REFUNDS**

- 3.1 You may process a refund to the Customers by doing the following:
  - 3.1.1 by provide a fair and reasonable refund policy for all goods and services offered through the App;
  - 3.1.2 through the Portal or by logging a refund request;
  - 3.1.3 by providing a lawful, fair and reasonable refund policy to the Customer for all goods and services offered through the Merchant App;