

1. TYMEBANK PAY OUT TERMS

- 1.1. Flash has concluded an agreement with Tyme Bank Limited (“TymeBank”) in terms of which Flash has agreed to appoint, manage and oversee you, the trader (also referred to as the “Sub-Contractor” hereafter) for the purposes of providing pay out services to persons who wish to withdraw money from their TymeBank account (“TymeBank Account Holders”), subject to conditions and requirements set out in these TymeBank Pay Out Terms (“Pay Out Services Agreement”).
- 1.2. Subject to the Sub-Contractor’s acknowledgement and acceptance of these TymeBank Pay Out Terms, the Sub-Contractor will be appointed by Flash (as the payment agent of TymeBank) to provide services in terms of which it facilitates a pay out to TymeBank Account Holders on behalf of TymeBank (the “Pay Out Services”).
- 1.3. You will be required to acknowledge, accept and comply with these TymeBank Pay Out Terms in order to commence and continue providing the Pay Out Services.
- 1.4. These TymeBank Pay Out Terms shall form part of the Sub-Contractor Agreement concluded between Flash and the Sub-Contractor and your failure to comply with these TymeBank Pay Out Terms will constitute a breach of the Sub-Contractor Agreement.
- 1.5. These TymeBank Pay Out Terms grant rights for the benefit of TymeBank. However, these Terms should in no way be construed as:
 - 1.5.1. giving rise to any contractual relationship between TymeBank and the Sub-Contractor;
 - 1.5.2. Sub-Contractor having any rights or claims against TymeBank, its affiliates, employees, directors, officers or agents; and
 - 1.5.3. imposing any obligations on TymeBank, its affiliates, employees, directors, officers or agents.

2. CONDITIONS FOR PROVIDING PAY OUT SERVICES

- 2.1. The Sub-Contractor (and its employees) shall ensure that:
 - 2.1.1. It only pays a Pay Out and/or concludes a Pay Out transaction:
 - 2.1.1.1. Using the Flash Device and in accordance with the process and mechanism stipulated by Flash as it pertains to Pay Out Services;

- 2.1.1.2. On the presentation of a PIN by the Account Holder and in the presence of the Account Holder;
 - 2.1.1.3. If the Flash Device generates a response that confirming the validity of the PIN; and
 - 2.1.1.4. If it has sufficient float cash on premises to pay the full value of the Pay Out (“Face Value”) of the PIN.
- 2.1.2. it declines a Pay Out transaction should it not have sufficient float to pay for the Pay Out;
 - 2.1.3. it declines a Pay Out transaction should the Flash Device generate a response indicating that the PIN presented by the Account Holder has expired, is invalid or does not exist;
 - 2.1.4. it pays the full Face Value to the Account Holder in cash only, in South African Rand;
 - 2.1.5. in the event that the Flash Device generates a response indicating that the PIN presented by the Account Holder has expired or is invalid, it refers the Account Holder to the TymeBank call centre for further information and declines to process the Pay Out transaction;
 - 2.1.6. it refers the Account Holder to the TymeBank call centre should the Account Holder experience a problem with the Pay Out and the Sub-Contractor cannot assist them;
 - 2.1.7. serve as TymeBank’s liaison and promptly handle, in coordination with TymeBank and/or Flash all inquiries, disputes and complaints that the Sub-Contractor, Flash or TymeBank receives from Account Holders regarding the Pay Out Services, including complaints regarding the Sub-Contractor’s performance of the Pay Out Services; and
 - 2.1.8. prominently and unequivocally display branding and advertising materials provided by TymeBank (through Flash) at its premises and ensure same is visible to the public in the manner prescribed by TymeBank. It shall remove or destroy such branding and advertising materials at the instruction of Flash or TymeBank.

3. PROHIBITED CONDUCT AND ACTIVITIES

- 3.1. The Sub-Contractor and its employees shall not in any way or for any reason:
 - 3.1.1. require the Account Holder to disclose any information other than the PIN;

- 3.1.2. charge any fee to the Account Holder or make partial payment of the Face Value;
- 3.1.3. misrepresent or deceive the Account Holder as to the validity or invalidity of the PIN presented;
- 3.1.4. provide financial advice or financial services of any kind to the Account Holder;
- 3.1.5. intentionally or unintentionally create the impression that it has been authorised by any regulator to provide the Pay Out Services;
- 3.1.6. intentionally or unintentionally create the impression that it is authorised by TymeBank or Flash to perform any services other than a Pay Out;
- 3.1.7. provide the Pay Out Services, access the Flash Device for the purposes of providing Pay Out Services or advertise its ability to provide Pay Out Services in the event that TymeBank or Flash has terminated or suspended its appointment to provide Pay Out Services on behalf of TymeBank;
- 3.1.8. act contrary to any instruction given to it by TymeBank, Flash or a regulator of TymeBank;
- 3.1.9. frustrate TymeBank's ability to enforce its rights in terms of clause 4 below;
- 3.1.10. provide inaccurate, incomplete, false or misleading information to TymeBank or Flash after receiving a request for such information in terms of clause 4 below; or
- 3.1.11. generate TymeBank branding and advertising materials on its own or display such material in any manner other than as prescribed by TymeBank.

4. RIGHTS IN FAVOUR OF TYMEBANK

- 4.1. The Sub-Contractor agrees to undertake the following obligations in favour of TymeBank:
 - 4.1.1. The Sub-Contractor acknowledges that TymeBank is responsible for the supervision of Pay Out agents (such as Flash and the Sub-Contractor) to ensure they comply with banking and consumer protection regulations and the necessary policies of TymeBank.
 - 4.1.2. TymeBank and/or Flash shall have free, full, unfettered and timely access to the internal systems, documents, reports, records, staff and premises

of the Sub-Contractor in so far as it pertains to the Pay Out Services provided by the Sub-Contractor and shall exercise such powers as it may deem necessary to:

- 4.1.2.1. Request for any information from the Sub-Contractor at any time as deemed necessary;
- 4.1.2.2. monitor or audit the Sub-Contractor's compliance with these TymeBank Pay Out Terms;
- 4.1.2.3. Direct the Sub-Contractor to take such action or desist from such conduct as TymeBank may determine in its sole discretion as posing a risk to TymeBank, the Pay Out Services or Account Holders;
- 4.1.2.4. Direct the suspension or termination of the Sub-Contractor's appointment to provide Pay Out Services; and/or
- 4.1.2.5. Resolve and complaint or dispute of the Account Holder as it pertains to the Pay Out Services rendered by the Sub-Contractor.
- 4.1.3. Notwithstanding anything to the contrary in these TymeBank Pay Out Terms or the Sub-Contractor Agreement, the Sub-Contractor acknowledges and agrees that, to the maximum extent permitted under the applicable laws:
 - 4.1.3.1. it will be liable for any loss or damage incurred by TymeBank or an Account Holder that is as a result of:
 - 4.1.3.1.1. the gross negligence or intentional misconduct of the Sub-Contractor or its employees; or
 - 4.1.3.1.2. the Sub-Contractor or its employees failing to comply with these TymeBank Pay Out Terms or performing any act or omission that contravenes clauses 2 or 3 above;
 - 4.1.3.2. it shall hold harmless TymeBank against any loss the Sub-Contractor (or its employees) may suffer as a result of it providing the Pay Out Services, unless such loss is directly caused by the gross negligence or intentional misconduct of TymeBank;
 - 4.1.3.3. it shall indemnify TymeBank against claim instituted against TymeBank by any third-party that is as a result of failing to comply with its obligations under these TymeBank Pay Out Terms.