

Service Level Terms and Conditions

1. Introduction

NjiaPay aims to provide the best possible Service, within commercially feasible conditions, as defined within these Service Level Terms and conditions. These Service Level Terms and Conditions should be read in conjunction with the Merchant Agreement and the Merchant Terms and Conditions.

2. Definitions

In these Service Level Terms and Conditions, terms defined in the Merchant Agreement and/or the Merchant Terms and Conditions shall bear the same meanings herein. In addition, the following definitions shall have the following meaning assigned to them:

- 2.1. **Business Days** means any day other than a Saturday, Sunday or gazetted national public holiday in South Africa.
- 2.2. **Business Hours** means the hours between 08:00 and 17:00 on Business Days, with **non-Business Hours** means any period outside of Business Hours.
- 2.3. **Disclaimed Incident** means any support request that:
 - 2.3.1. does not fall within the scope of the Support Services (as defined in clause 7.1);
 - 2.3.2. is caused by the fault of the Merchant or any party acting on its behalf, which shall include any failure to adhere to the Merchant Agreement, Documentation, or reasonable instructions of NjiaPay;
 - 2.3.3. constitutes Scheduled Maintenance; or
 - 2.3.4. constitutes a Force Majeure Event.
- 2.4. **Merchant Agreement** means the merchant agreement entered into between NjiaPay and the Merchant on the Effective Date.
- 2.5. **Merchant Terms and Conditions** means the Merchant Terms and Conditions (as defined in the Merchant Agreement), a copy of which will be provided to the Merchant and can also be accessed via the following link: <https://www.njiapay.com/terms-and-conditions-sa>.
- 2.6. **New Provider Requests** refers to a new technical integration that the Merchant requested from NjiaPay, where NjiaPay is required to build an integration to a Financial Institution, PSP or Intermediary (as defined in the Merchant Terms and Conditions) that is not supported by NjiaPay on the date of the request.
- 2.7. **Payments Consultant** refers to the point of contact at NjiaPay who will advise and support you in your partnership with NjiaPay.
- 2.8. **Resolution Time** means the maximum elapsed time from when a support request is logged to when a support request is resolved as set out in clause 4 below.
- 2.9. **Response Time** means the maximum time from a support request is received by the Support system to when NjiaPay responds to the Merchant as set out in clause 4 below.
- 2.10. **Scheduled Maintenance** means scheduled maintenance carried out by NjiaPay in respect to the Service in non-Business Hours.
- 2.11. **Service** has the meaning assigned by the Merchant Agreement.
- 2.12. **Service Levels** means the minimum service levels agreed in these Service Level Terms and Conditions.
- 2.13. **Support Packages** means the support package for each relevant Tier as set out in the table in clause 4.
- 2.14. **Term** means the duration of the Merchant Agreement.

3. Support Packages

NjiaPay has different levels of Support Packages, Based on the Tier you select, each Support Package will have slightly different Service Levels associated with each package. The Service Levels for each Tier are set

out in these Service Level Terms and Conditions, but only those applicable to the Tier you have selected will apply to the Services.

4. Support Ticket Service Level

- 4.1. During the Term, unless specifically stated to apply to non-Business Hours, NjiaPay's support shall be available during Business Hours, and NjiaPay shall seek to resolve all support tickets as soon as reasonably possible, but no longer than within the agreed Service Levels set out in this clause 4.
- 4.2. A support request is to be sent to NjiaPay for every incident that occurs via Slack, email or Whatsapp. A support request should include a clear and concise description of the matter, relevant details such as error messages, steps to reproduce the issue, and any other pertinent information that will help NjiaPay understand and address the request efficiently.
- 4.3. If a written support query is received outside of Business Hours, that support query shall be deemed to have been received by NjiaPay at 08h00 on the first Business Day after it was actually received.
- 4.4. NjiaPay shall keep the Merchant informed of its progress for P0 and P1 support tickets. NjiaPay shall ensure that support tickets are resolved within the maximum Response Time and maximum Resolution Time set out below:

Severity	Support Package: Basic	Operating Hours	Maximum Response Time	Maximum Resolution Time
P0	<u>Critical Support Request</u> The Payment Module is unavailable to all users with no workaround possible	Business Hours and non-Business Hours	<1 Hours	4 Hours
P1	<u>Major Support Request</u> The Service or part thereof is unavailable to a significant number of users with no workaround possible. An error is detected in multiple pending or processed transactions	Business Hours and non-Business Hours	4 Hours	6 Hours
P2	<u>Standard Support Request</u> An error is detected in a single pending or processed transaction, but the Service is not impacted, and a workaround is possible.	Business hours	6 Business Day	10 Business Days
P3	<u>Minor Support Request</u> Any issue or incident not covered by the above severities	Business hours	10 Business Day	90 Business Days
Severity	Support Package: Essential	Operating Hours	Maximum Response Time	Maximum Resolution Time
P0	<u>Critical Support Request</u> The Payment Module is unavailable to all users with no workaround possible	Business Hours and non-Business Hours	<1 Hours	2 Hours
P1	<u>Major Support Request</u> The Service or part thereof is unavailable to a significant number of users with no workaround possible. An error is detected in multiple pending or processed transactions	Business Hours and non-Business Hours	3 Hours	4Hours
P2	<u>Standard Support Request</u> An error is detected in a single pending or processed transaction, but the Service is not impacted, and a workaround is possible.	Business hours	4 Business Day	8 Business Days
P3	<u>Minor Support Request</u> Any issue or incident not covered by the above severities	Business hours	7 Business Day	45 Business Days
Severity	Support Package: Pro	Operating Hours	Maximum Response Time	Maximum Resolution Time
P0	<u>Critical Support Request</u> The Payment Module is unavailable to all users with no workaround possible	Business Hours and non-Business Hours	<1 Hours	2 Hours
P1	<u>Major Support Request</u> The Service or part thereof is unavailable to a significant number of users with no workaround possible. An error is detected in multiple pending or processed transactions	Business Hours and non-Business Hours	2 Hours	4 Hours
P2	<u>Standard Support Request</u>	Business hours	2 Business	5 Business

	An error is detected in a single pending or processed transaction, but the Service is not impacted, and a workaround is possible.		Day	Days
P3	Minor Support Request Any issue or incident not covered by the above severities	Business hours	5 Business Day	30 Business Days

4.5. NjiaPay shall assign a severity to each support request acting reasonably and without undue delay. NjiaPay shall notify the Merchant in the event the support request constitutes a Disclaimed Incident.

4.6. The Merchant shall use the below contacts for each of the severity:

Severity	Contact Points
P0	emergency@njiapay.com
P1-P3	support@njiapay.com

5. Managed Payments Service Level

- 5.1. For the Pro tier, you are receiving access to a dedicated Payments Consultant, and will be assigned a Payments Consultant to act as your main point-of-contact on the Effective Date.
- 5.2. The Payments Consultant will respond to any requests by email within forty eight (48) Business Hours.
- 5.3. The Payments Consultant will dedicate up to five (5) hours a month on analysing your performance, attending meetings, answer requests, questions, and/or project related items.
- 5.4. A Merchant can request weekly, monthly, and quarterly meetings with the Payments Consultant, which will be conducted remotely, and which will count towards the five (5) hours the Payments Consultant will dedicate towards the Merchant.

6. Service availability Service Level

- 6.1. NjiaPay shall procure that the service availability of the Payment Module is at least 99.95% of the time during each calendar month. Service accessibility calculations shall not include Scheduled Maintenance.
- 6.2. Service availability is calculated as = $100 - ((\text{outage minutes} / \text{potential available minutes}) \times 100)$, excluding any Schedule Maintenance.

7. Support obligations

- 7.1. The Merchant shall be entitled to receive technical support to fix any errors, faults, or defects in the Service afforded by the Merchant's prevailing Support Package (**Support Services**) as set out in the table in clause 4.
- 7.2. NjiaPay shall not be obligated to provide Support Services where there is unavailability, suspension, or termination of the Services, or where this is error, issue, fault or defect:
 - 7.2.1. that arose from an unauthorised modification made by or on behalf of the Merchant;
 - 7.2.2. that constitutes a Disclaimed Incident;
 - 7.2.3. where the Merchant failed to use any new or corrected versions of the Service;
 - 7.2.4. where the Merchant failed to properly operate or maintain and support the operating environment.
 - 7.2.5. that was caused by factors outside of NjiaPay's reasonable control, including any internet service provider, network, internet access or related problems beyond NjiaPay's reasonable control;
 - 7.2.6. that resulted from outages of third party connections, such as a bank;
 - 7.2.7. that resulted from any actions or inactions of the Merchant (such as improper configuration or misuse of the Services) or any third parties;
 - 7.2.8. that resulted from Scheduled Maintenance;

7.2.9. that resulted from NjiaPay's suspension and/or termination of the Merchant's right to use the Services in accordance with the Merchant Agreement and/or the Merchant Terms and Conditions; and/or

7.2.10. that resulted from the Payment Module or any other products demarcated as under development or in a testing phase.

8. Service Level Issues

In the event of a breach of these Service Level Terms and Conditions, the Merchant shall provide written notice of any such breach to Njiapay. In the event that the Merchant has notified Njiapay of a continuing breach, or more than one (1) P0 or P1 breach in any given month, the Merchant may terminate the Agreement upon thirty (30) calendar days written notice. This right of termination shall be Merchant's sole remedy in the event of a breach of these Service Level Terms and Conditions.