



# Point of Sale Terms & Conditions

Date: February 2026

## 1 Introduction to these Terms

- 1.1 These Point of Sale Terms and Conditions ("POS T&Cs") form part of your agreement with Yoco and must be read together with the Main Terms and Conditions, the Payment Terms and Conditions, the Privacy Policy, and any other applicable Yoco policies (together, the "Agreement").
- 1.2 Capitalised terms used in these POS T&Cs have the meanings given to them in the Main T&Cs or the Payment T&Cs, unless otherwise defined in these POS T&Cs.
- 1.3 If there is any conflict between these POS T&Cs and the Main T&Cs or the Payment T&Cs, these POS T&Cs will prevail in respect of the POS Services, and the Payment T&Cs will prevail in respect of the Payment Services.
- 1.4 The service limitations, risk, disclaimers, indemnities, and limitations of liability set out in Yoco's Main T&Cs & Payment T&Cs apply in full to your use of the POS Services.

## 2 Our POS Services

- 2.1 The POS Services work together with Yoco's Payment Services. You must have active and verified access to Yoco's Payment Services to use any POS Service. Without access to Payment Services, you will not be able to process transactions or fully use the POS functionality.
- 2.2 Our POS Services include:
  - 2.2.1 **POS Software** - We offer POS Software as a software-as-a-service (SaaS) platform that allows you to manage your business operations, the POS Software may include:
    - 2.2.1.1 order and table management;
    - 2.2.1.2 product or menu management;
    - 2.2.1.3 staff, role, and performance management;
    - 2.2.1.4 sales tracking and reporting;
    - 2.2.1.5 integration with Yoco's Payment Services for payment processing; and
    - 2.2.1.6 connection to compatible hardware or peripherals such as printers or displays.
  - 2.2.2 The features available to you will depend on your POS product type (for example, Table or Counter), your selected package, and your current pricing plan.
  - 2.2.3 **POS Hardware** - To use the POS Software, you need compatible Yoco-approved POS Hardware. This may include Yoco Table or Counter terminals, card machines, printers, routers, access points, UPS units, display screens, and other approved accessories. Without compatible POS Hardware, you may not be able to operate the POS Software or access all features. POS Hardware may be purchased, leased, or provided under a repayment plan (see the applicable plan or policy for details).
  - 2.2.4 **Installation Services** - Yoco or an authorised partner may provide installation services for the POS Hardware. This may include setup, cabling, installation, or configuration. Yoco may use third-party technicians or installers, and installation timelines may vary depending on your business needs.
  - 2.2.5 **Remote Access and Maintenance** - To maintain performance and provide support, Yoco may remotely access your POS Software from time to time, with prior notice where reasonably practicable. To enable remote support, your POS system must remain connected to the internet or have an active network connection. Yoco uses secure, authorised methods for remote access and will only do so for legitimate operational, support, or compliance purposes.

2.2.6 **Hardware Returns and Warranty** - POS Hardware is covered under the manufacturer's warranty and Yoco's applicable return and replacement policies. If a repair or replacement is required, Yoco will assist with the manufacturer process to minimise downtime and disruption to your business.

2.2.7 **Payment Processing and Settlement** - Yoco's Payment T&Cs govern all payments processed through the POS Services. Yoco facilitates payment authorisation, collection, and settlement through its Banking Partners and Card Associations.

### 3 Onboarding and Verification

3.1 There is no separate verification process to start using the POS Services. To access and use the POS Services, you must have active and verified access to Yoco's Payment Services.

3.2 When you sign up for the POS Services, you will automatically be subject to the Payment T&Cs and Yoco's verification process, including the onboarding and Know Your Client (KYC) checks required by applicable law.

3.3 The approval and verification process is determined by Yoco and carried out in accordance with the Main T&Cs, the Payment T&Cs, and applicable regulations.

### 4 POS Hardware and Installation

#### 4.1 Installation

4.1.1 The POS Software can only be accessed through compatible Yoco-approved POS Hardware. When you order a POS Service, Yoco (or an authorised installer) may visit your business premises to install and set up the POS Hardware, subject to payment of the applicable installation fee, if any. We will provide you with a written quotation setting out all fees associated with your POS Service, including installation and setup costs.

4.1.2 Installation may include connecting, mounting, and configuring the POS Hardware. It does not include structural modifications, rewiring, or additional electrical work unless expressly agreed in writing.

#### 4.2 Ownership

4.2.1 If you purchase the POS Hardware outright, ownership will transfer to you once full payment has been received and the Hardware has been delivered and accepted.

4.2.2 If the POS Hardware is leased, rented, or provided under a repayment plan, Yoco remains the legal owner of the Hardware until all instalments and related obligations are paid in full. During this period, you must:

4.2.2.1 keep the Hardware in good working condition;

4.2.2.2 use it only in connection with Yoco's POS and Payment Services, and not with any third-party payment processors or Card Machines; and

4.2.2.3 not sell, pledge, lease, transfer, or otherwise encumber the Hardware.

4.2.3 If you fail to make any required payment or breach the terms applicable to the POS Service, Yoco may deactivate, reclaim, or repossess the Hardware.

4.3 **Risk of Loss** - From the time the POS Hardware is delivered to your premises, you bear the risk of loss, theft, damage, destruction, or requisition, even if ownership has not yet transferred. You must take reasonable care of the Hardware and keep it adequately insured while it is in your possession.

#### 4.4 Delivery

- 4.4.1 All POS Hardware orders are subject to product availability. While Yoco will take reasonable steps to meet estimated delivery and installation timelines, delivery dates are not guaranteed and may be affected by factors such as inventory shortages, supplier delays, courier issues, or the timing of your merchant approval.
- 4.4.2 Yoco may limit or delay POS Service orders where necessary and is not liable for any loss or damage arising from shipment or delivery delays.
- 4.4.3 If any POS Hardware or component is missing, damaged, or defective on delivery, you must notify Yoco within 30 (thirty) days of receipt so that we can assist with repair or replacement under the applicable warranty or manufacturer's policy.

#### **4.5 Hardware or Software Failure**

- 4.5.1 If your POS Hardware or POS Software stops working, becomes inoperative, or experiences a fault, you must notify Yoco within 24 (twenty-four) hours or as soon as reasonably practicable.
- 4.5.2 When reporting an issue, please provide:
  - 4.5.2.1 details of the fault or problem;
  - 4.5.2.2 when it first occurred; and
  - 4.5.2.3 any troubleshooting steps already taken.
- 4.5.3 Yoco will assess the issue remotely and may contact you by phone or email to assist in resolving it. If remote troubleshooting is unsuccessful, Yoco may arrange a repair or replacement of the affected POS Hardware, update the POS Software, or send a representative to your premises, as reasonably required to restore functionality.
- 4.5.4 If Yoco determines that the issue resulted from misuse, negligence, unauthorised modification, or ordinary wear and tear, Yoco may charge you the reasonable costs of repair or replacement, in accordance with our fees or policies.

#### **4.6 Fraudulent, Invalid and Irregular Transactions**

- 4.6.1 All transactions processed through the POS Services must comply with applicable laws, regulations, and the Payment T&Cs, which govern payment processing through the POS Services.
- 4.6.2 Any transaction that is invalid, irregular, unauthorised, or suspected of being fraudulent will be handled under and in accordance with the Payment T&Cs, including reversal, delay, chargeback, or suspension of settlement while the transaction is investigated.
- 4.6.3 You are responsible for all activity carried out through the POS Services, including activity by your employees, contractors, or any other users with access to the POS Services. Your obligations relating to impersonation, misrepresentation, misuse, and unauthorised activity are set out in the Main T&Cs, which apply in full to your use of the POS Services.

### **5 Our fees**

- 5.1 You are responsible for paying all fees agreed with Yoco, as set out in your order form or applicable pricing plan. Fees may vary depending on the POS package, features, and Hardware you select.
- 5.2 Yoco may change existing fees or introduce new fees at its reasonable discretion, provided we give you at least 30 (thirty) days' prior notice before the change takes effect. If you continue to use the POS Services after that notice period, you will be deemed to have accepted the updated fees.
- 5.3 All fees, charges, and amounts collected or paid through the POS Services are denominated in South African Rand (ZAR), unless otherwise stated.



- 5.4 You are responsible for all applicable taxes, including Value Added Tax (VAT), and any other tax, levy, or duty arising from your use of the POS Services or from transactions processed using the POS Software.

## **6 Ending the Relationship**

- 6.1 You may cancel your POS Service at any time by giving 30 (thirty) days' written notice to our Support Team.

- 6.2 If you cancel:

- 6.2.1 Before installation, you may cancel your order by contacting our Support Team.

- 6.2.2 After installation, your access to the POS Software will end at the end of the notice period.

- 6.3 If you purchased the POS Hardware outright, you may keep it once full payment has been made.

- 6.4 If the POS Hardware was leased or provided on a free or instalment basis, you must return it in good working condition or settle any outstanding amounts in accordance with the applicable agreement. Yoco may arrange a reasonable time to collect any Hardware that must be returned.

## **6.5 Yoco Termination or Suspension**

- 6.6 Yoco may suspend, limit, or terminate your POS Services immediately and without prior notice where required by law, a Banking Partner, or a Card Association, or if Yoco reasonably believes that:

- 6.6.1 you are involved in, or have permitted, fraudulent, impersonation, or unauthorised activity;

- 6.6.2 you are processing invalid or irregular transactions;

- 6.6.3 you have breached these POS T&Cs, the Main T&Cs, the Payment T&Cs, or any applicable Yoco policy; or

- 6.6.4 your conduct poses a legal, financial, or reputational risk to Yoco, its Banking Partners, or the Card Associations.

- 6.7 Yoco may also suspend access to the POS Services or delay settlements while investigating any suspected issue. Where lawful and reasonably practicable, Yoco will notify you of the suspension or termination and advise on any steps required to restore access.

- 6.8 If fraudulent or impersonation activity is suspected, Yoco may:

- 6.8.1 withhold or delay settlement of affected transactions;

- 6.8.2 restrict access to your POS Services or Payment Services; and

- 6.8.3 conduct an investigation, including sharing relevant information with Yoco's Partners or law enforcement authorities, where appropriate.

## **6.9 What Happens When the Relationship Ends**

- 6.10 When your POS Service ends for any reason:

- 6.10.1 you must immediately stop using the POS Software;

- 6.10.2 you must return any Yoco-owned or leased POS Hardware, if required, in accordance with Yoco's policies;

- 6.10.3 Yoco may disable or limit access to the POS Software, Hardware integrations, and any connected services (including POS and Payment Services); and

- 6.10.4 any outstanding fees, instalments, or other amounts owed to Yoco become immediately payable.

- 6.11 You may not use any Yoco Hardware, Software, or accessories with competing payment or POS

systems without Yoco's prior written consent. If you do, Yoco may recover any reasonable losses, damages, or costs incurred as a result of the unauthorised use.

- 6.12 Because the POS Services operate together with the Payment Services, the termination or suspension of one Service may result in the suspension or termination of the other.

## **7 Merchant Warranty**

- 7.1 You must use the POS Hardware and POS Software only for their intended purpose and in accordance with this Agreement, the manufacturer's instructions, and Yoco's policies. Each item of POS Hardware must be operated carefully and within warranty guidelines.
- 7.2 You may not connect, integrate, or use any Yoco Hardware, Software, or accessories with competing payment or POS systems without Yoco's prior written consent. Doing so may result in suspension or termination of your POS and/or Payment Services, loss of warranty or support, and liability for resulting damages or costs.
- 7.3 You are responsible for maintaining a stable and secure network connection to authorise and process transactions. If the network connection is unavailable, transactions may be declined and alternative payment methods will be required.
- 7.4 All transactions processed using the POS Software must comply with applicable laws and regulations and are governed by the Payment T&Cs, which apply in full to payment processing through the POS Services.
- 7.5 Your obligations relating to data protection, payment security, access credentials, impersonation, misuse, and unauthorised activity are set out in the Main T&Cs and the Payment T&Cs and apply equally to your use of the POS Services.

### **7.6 Consequences of Breach of Warranty**

- 7.6.1 If you breach any of the warranties relating to the POS Hardware or POS Software, including by using Yoco Hardware or Software with unauthorised or non-Yoco payment or POS systems, Yoco may, without limiting any other rights it has under this Agreement or at law:
- 7.6.1.1 suspend, restrict, or terminate your access to the POS Services, Payment Services, or related Yoco Services until compliance is restored;
  - 7.6.1.2 withdraw, limit, or void any applicable warranty, support, repair, or replacement benefits for the affected Hardware or Software;
  - 7.6.1.3 recover any direct losses, costs, or damages reasonably incurred by Yoco as a result of the breach, including costs to repair, replace, or service the affected Hardware or Software, or losses arising from damage to Yoco's systems, intellectual property, or partner relationships;
  - 7.6.1.4 require the immediate return of any Yoco-owned or leased Hardware and disable or deactivate associated Software licences; and
  - 7.6.1.5 share relevant information with Yoco's Banking Partners, Card Associations, or other Yoco Partners where required for compliance or risk management purposes.
- 7.6.2 Any suspension or termination under this section does not affect Yoco's right to recover unpaid fees, damages, or any other remedies available under this Agreement or applicable law.
- 7.6.3 Yoco will act reasonably and, where appropriate, provide notice and an opportunity to remedy the breach before taking enforcement action, unless immediate action is required to protect Yoco, its systems, or its partners.

## **END OF POS TERMS**