

Buy Now, Pay Later Services

Date: August 2026



1. Introduction to these Terms

- 1.1. These Buy Now, Pay Later Services Terms and Conditions ("**BNPL T&Cs**") form part of your agreement with Yoco and must be read together with the Main Terms and Conditions ("**Main T&Cs**"), the Payment Services Terms and Conditions ("**Payment T&Cs**"), any other service-specific terms that apply to you, and any applicable Yoco policies (together, the "**Agreement**").
- 1.2. Capitalised terms used in these BNPL T&Cs have the meanings given to them in the Main T&Cs, Payment T&Cs or any other service-specific terms or policies that apply to you, unless otherwise defined in these BNPL T&Cs.
- 1.3. If there is any conflict between these BNPL T&Cs and any other part of the Agreement, these BNPL T&Cs will prevail in respect of the BNPL Services.
- 1.4. The service limitations, risk allocation, disclaimers, indemnities and limitations of liability set out in the Main T&Cs and the Payment T&Cs apply in full to your use of the BNPL Services.
- 1.5. By activating the BNPL Services for your business, or by using them or continuing to use them after activation, you agree to these BNPL T&Cs.

2. What the BNPL Services Are

- 2.1. The "**BNPL Services**" are the technology and integration infrastructure that allow you to offer your customers the option, at checkout, to pay for their purchase through a "buy now, pay later" arrangement provided by an independent third-party BNPL provider that Yoco has partnered with (each a "**BNPL Partner**"). The current list of BNPL Partners is published on the Yoco website and/or in the Yoco App. Yoco may add, remove, or change BNPL Partners from time to time.
- 2.2. The BNPL Services allow your customer to select a BNPL Partner at checkout, apply to that BNPL Partner to use its buy-now-pay-later service, and (if approved) complete the purchase using the BNPL Partner's services. Yoco's role is limited to presenting the option on your Yoco device or checkout flow, routing the customer to the relevant BNPL Partner's application process.
- 2.3. BNPL Partners are "**Product Partners**" and therefore "**Yoco Partners**" as defined in the Main T&Cs. BNPL Partners operate independently of Yoco and in accordance with applicable law.

3. The Customer's Relationship with the BNPL Partner

- 3.1. Your customer chooses which BNPL Partner to use at checkout. Depending on the BNPL Partner selected, the customer will be taken through that BNPL Partner's own application, verification and acceptance process, which may vary between BNPL Partners.
- 3.2. The resulting agreement is between the customer and that BNPL Partner only. Yoco is not a party to that agreement, does not draft, interpret, or enforce a BNPL



Partner's terms and conditions, and is not responsible for a BNPL Partner's application, approval, decline, or account-management decisions.

- 3.3. Each BNPL Partner, and not Yoco:
 - 3.3.1. decides whether to approve a customer for its BNPL offering, including performing any affordability assessment;
 - 3.3.2. sets the terms of its BNPL offering, including instalment amounts, fees, interest (if any), and default or late-payment charges;
 - 3.3.3. bears the risk of the customer failing or refusing to pay any amount owed to it; and
 - 3.3.4. is responsible for collecting repayments from, and managing its relationship with, the customer.
- 3.4. Once a BNPL Partner approves and processes a transaction, it pays Yoco the amount due, and Yoco settles that amount to you, less any applicable fee, in accordance with the Payment T&Cs.
- 3.5. Yoco is not required to fund or pre-fund a BNPL transaction from its own resources. Yoco settles only once it has received the corresponding amount from the BNPL Partner. Yoco is not liable to you for a BNPL Partner's failure or delay in paying Yoco.
- 3.6. You must not represent to any customer that Yoco is approving applications, or standing behind a BNPL Partner's decision or a customer's ability to pay.

4. Your Responsibilities

- 4.1. Where you offer the BNPL Services, you must:
 - 4.1.1. present the available BNPL Partner options accurately and without misleading your customers as to who is providing the BNPL Services;
 - 4.1.2. only use the BNPL Services for genuine sales of lawful goods or services that fall within any category or transaction limits set by the relevant BNPL Partner or Yoco;
 - 4.1.3. handle returns, cancellations, and refunds of BNPL transactions in accordance with the relevant BNPL Partner's process;
 - 4.1.4. cooperate with any dispute, query, or investigation raised by a BNPL Partner, Yoco, Yoco Partner or a customer in relation to a BNPL transaction; and
 - 4.1.5. comply with any operating rules or requirements a BNPL Partner notifies to Yoco and Yoco passes on to you from time to time.
- 4.2. You remain the supplier of the underlying goods or services and remain responsible to your customer for them, including under the Consumer Protection Act 68 of 2008, in the same way as for any other sale.

5. Settlement and Fees

- 5.1. The fees applicable to the BNPL Services are as set out on the Yoco website or



otherwise notified to you, and may change from time to time in accordance with the Main T&Cs. Fees may differ between BNPL Partners.

- 5.2. All amounts under these BNPL T&Cs are in South African Rand (ZAR), unless otherwise stated. You are responsible for all applicable taxes arising from your use of the BNPL Services.

6. Data Sharing

- 6.1. To offer the BNPL Services, Yoco shares information about you, including onboarding and verification information, with the relevant BNPL Partner, so that the BNPL Partner can activate you to offer its BNPL product. This takes place in accordance with the Main T&Cs and the Yoco Privacy Policy (on our website).
- 6.2. To process a BNPL transaction, Yoco shares information about the transaction, and where necessary information about the customer, with the relevant BNPL Partner, so that the BNPL Partner can assess the application, prevent fraud, and process the transaction.
- 6.3. Once a customer is in a direct relationship with a BNPL Partner, that BNPL Partner processes the customer's personal information as its own responsible party, under its own privacy policy. Yoco is not responsible for a BNPL Partner's processing of customer information after the point at which it is shared.

7. Availability and Changes

- 7.1. Yoco may add, suspend, remove, or change a BNPL Partner or any feature of the BNPL Services at any time, including where a BNPL Partner changes, limits, or withdraws its own service. Where possible, Yoco will give notice in accordance with the Main T&Cs.
- 7.2. A BNPL Partner's own service may be unavailable, limited, or declined for reasons entirely within that BNPL Partner's discretion, including its own risk and approval policies. Yoco does not control, and is not responsible for, those decisions.

8. Ending the BNPL Services

- 8.1. You may stop using the BNPL Services at any time by notifying our Support Team. Transactions already in progress at that point will be completed in accordance with these BNPL T&Cs.
- 8.2. Yoco may suspend or terminate the BNPL Services for your account in accordance with the Main T&Cs, including where required by a BNPL Partner, or where Yoco reasonably believes you have breached these BNPL T&Cs.
- 8.3. Yoco's arrangement with each BNPL Partner is a separate commercial partnership between Yoco and that BNPL Partner. If that partnership ends, in whole or in part, for any reason:
 - 8.3.1. the option to offer that BNPL Partner's product through the BNPL Services will cease to be available to you, and Yoco will give you reasonable notice where practicable to do so;
 - 8.3.2. you will no longer be able to originate new transactions with that BNPL



Partner through Yoco; if you wish to continue offering that BNPL Partner's product to your customers, you will need to enter into a direct relationship with that BNPL Partner, on that BNPL Partner's own terms;

- 8.3.3. transactions already approved and processed before the partnership ends are not affected, and will continue to be settled in accordance with these BNPL T&Cs; and
- 8.3.4. Yoco is not liable to you for any loss you suffer as a result of a BNPL Partner's product ceasing to be available through the BNPL Services.
- 8.4. Clause 8.3 applies separately to each BNPL Partner. The ending of Yoco's partnership with one BNPL Partner does not affect your ability to continue using the BNPL Services with any other BNPL Partner.

9. Liability and Indemnity

- 9.1. The risk allocation, disclaimers, indemnities, and limitations of liability in the Main T&Cs and the Payment T&Cs apply in full to your use of the BNPL Services.
- 9.2. Without limiting clause 9.1, Yoco is not liable to you for:
 - 9.2.1. a BNPL Partner's decision to approve, decline, limit, or revoke a customer's application;
 - 9.2.2. a customer's failure to pay, or delay in paying, a BNPL Partner; any act, omission, insolvency, or change in the business of a BNPL Partner; or
 - 9.2.3. the discontinuation of a BNPL Partner's product.
- 9.3. You indemnify Yoco against any loss, claim, fine, or liability Yoco suffers arising from your breach of these BNPL T&Cs or any representation you make to a customer about Yoco's role in a BNPL transaction that is inconsistent with these BNPL T&Cs.
- 9.4. Nothing in these BNPL T&Cs excludes or limits any liability that cannot lawfully be excluded or limited, including liability for fraud, wilful misconduct, or gross negligence.

10. General

- 10.1. Yoco may amend these BNPL T&Cs from time to time. Changes will be communicated to you in the manner provided for in the Main T&Cs.
- 10.2. These BNPL T&Cs are governed by the laws of the Republic of South Africa, and you submit to the non-exclusive jurisdiction of the South African courts.
- 10.3. If any provision of these BNPL T&Cs is held to be unenforceable, the remaining provisions will continue in full force and effect.

END OF BNPL SERVICES T&Cs