



# **Device Repayment Plan Terms & Conditions**

Date: February 2026



## 1 Introduction to these Terms

- 1.1 These Device Repayment Plan Terms and Conditions ("**Device Repayment T&Cs**") govern the purchase of Yoco devices by the Merchant ("**you**" or "**your**") under a revenue-linked repayment plan offered by Yoco Technologies (Pty) Ltd ("**Yoco**," "**we**," "**us**," or "**our**").
- 1.2 By concluding an Order with Yoco and selecting the Device Repayment Plan option, you acknowledge that you have read, understood, and agree to be bound by these Device Repayment T&Cs, as updated from time to time. These Device Repayment T&Cs must be read together with:
  - 1.2.1 Yoco's Main T&Cs;
  - 1.2.2 the applicable Service T&Cs (for example, our Payment T&Cs, POS T&Cs, or Capital T&Cs); and
  - 1.2.3 Yoco's Device and SIM Policy and Privacy Policy.
- 1.3 Unless otherwise defined here, the words and expressions used in these Device Repayment T&Cs have the same meaning as in Yoco's Main T&Cs, the applicable Service T&Cs and the Device and SIM Policy. Where a term is defined differently in more than one of these documents, the definition most appropriate to the context will apply.
- 1.4 If there is any conflict between these Device Repayment T&Cs and any other applicable Yoco terms, the order of precedence shall be as follows (but only for the part that conflicts):
  - 1.4.1 These Device Repayment T&Cs – for anything specific to your Device Repayment Plan;
  - 1.4.2 The applicable Service Terms; and
  - 1.4.3 The Main T&Cs – which apply generally to your relationship with Yoco.

## 2 Changes to these Terms

We may update or change these Device Repayment T&Cs (or any related policy) from time to time, unless otherwise required by law. Where a change materially affects you, we will notify you in advance through reasonable means, such as email, your Yoco Portal, or our website. If you do not agree to these Device Repayment T&Cs or any changes we make, you must stop using our Services linked to your Yoco device and settle any outstanding balance of the Total Repayment Amount immediately. Your continued use of Yoco's Services after any change takes effect will be taken as your acceptance of the updated Device Repayment T&Cs.

## 3 Nature of the Agreement

This arrangement is neither a loan, credit agreement, nor an instalment sale. We agree to purchase a percentage of your future revenue in exchange for providing you with the device. Repayments are solely based on your actual revenue, as detailed in clause 5. If your revenue is insufficient or ceases, you are not personally liable to make additional payments.

## 4 Delivery & Ownership

- 4.1 We will provide the device to you after you have concluded an Order with Yoco, selected the device repayment plan option for that Order, and met any eligibility criteria specified in the Order or applicable policies.
- 4.2 You will become the owner of the device upon delivery, subject to your obligations under the Order and these Device Repayment T&Cs. If you fail to comply with your repayment obligations, Yoco may, in accordance with these T&Cs and applicable policies:

- 4.2.1 suspend or limit access to related Yoco Services; or
- 4.2.2 recover or repossess the devices, as permitted under clause 7 of these Device Repayment T&Cs and the Device and SIM Policy.
- 4.3 Any buyback or ownership transfer rights that may apply will be as set out in your Order or any related Yoco policy.
- 4.4 All risk of loss, theft, destruction, requisition, or damage to the devices passes to you upon delivery. You must keep the devices safe, insured (if applicable), and in good working condition, and use them in accordance with the Device and SIM Policy.

## 5 Repayment Terms

### 5.1 Definitions for purposes of this clause:

- 5.1.1 **"Total Repayment Amount"** means the total of (a) the Advance Amount and (b) the Fixed Repayment Fee, as specified in your Order.
- 5.1.2 **"Advance Amount"** means the financed portion of the device's purchase price, less any deposit paid, if applicable, as specified in your Order.
- 5.1.3 **"Fixed Repayment Fee"** means the single non-VAT amount classified as a financial service, payable in addition to the Advance Amount, as specified in your Order.
- 5.1.4 **"Collection Amount"** means the percentage of your processed revenue (the holdback rate) that Yoco deducts and applies towards repayment of the Total Repayment Amount until it is fully settled.
- 5.2 **Commercial Variables** - The commercial variables applicable to your Device Repayment Plan, including the holdback rate, the Total Repayment Amount, applicable deposit amount and due date, and any other fees payable, are set out in your Order and form part of these Device Repayment T&Cs. If there is any inconsistency between the Order and these T&Cs, the Order will prevail.
- 5.3 **Percentage of Revenue** - You authorise Yoco to deduct the Collection Amount from the revenue generated through transactions processed via your linked devices until the Total Repayment Amount is fully settled. Repayments will vary according to your actual processed revenue; no fixed repayment dates apply. If no revenue is generated during a given period, no repayment is required for that period.
- 5.4 **Deposit / Down Payment (if applicable)** - Where the Order specifies an upfront deposit or down payment for the devices purchased under this Device Repayment Plan, you agree to pay such amount on or before the date specified in your Order. The deposit will be applied as a credit against the Total Repayment Amount. After the deposit is deducted, the outstanding balance will remain subject to the repayment mechanics described in these terms & the Order. The deposit is non-refundable except where stated otherwise in the Order. Payment of the deposit is a condition precedent to the delivery of the devices and the commencement of the repayment plan.
- 5.5 **Fixed Repayment Fee** - The Fixed Repayment Fee specified in your Order is payable in addition to the Advance Amount and is collected exclusively through deductions at the holdback rate, together with the Advance Amount, until the Total Repayment Amount is fully repaid. No fixed repayment dates apply, and repayment will depend on the level and timing of your actual processed revenue.

## 6 Payment Mechanism

- 6.1 **Automatic Deduction** - You irrevocably authorise, agree to, and consent to Yoco automatically deducting the Collection Amount directly from your total processed volume, to be retained by Yoco,

before payment is made to you of any amounts due to you under the Agreement, on a daily or weekly basis.

- 6.2 **Reconciliation**- Repayment progress will be tracked and reconciled periodically. You may request a statement detailing the amounts deducted and the outstanding balance of the Total Repayment Amount, which you can also view in our App.
- 6.3 **Depositing Account** - You agree that you will only have one depositing account acceptable to Yoco to collect the total processing volume and remit the Collection Amount until Yoco receives payment in full of the Total Repayment Amount.
- 6.4 You hereby authorise Yoco to debit the Collection Amount from the Depositing Account on a daily or weekly basis in terms of clause 6.1 with effect from the first business day after the delivery date of the devices.

## **7 Default and Device Recovery**

- 7.1 **Non-Recourse** -If the total amount remitted through the Receivables is insufficient to cover the Total Repayment Amount, you are not personally liable for the remaining balance.
- 7.2 **Repossession of Device**- In cases of fraud, abandonment, or deliberate cessation of revenue generation, we reserve the right to repossess the device or suspend associated services.
- 7.3 **Device Use Requirement**- You agree to use the device as your exclusive device for processing payment transactions. Failure to do so may result in repossession or suspension of service.

## **8 No Interest or Penalties**

- 8.1 **No Interest Charged**- This Device Repayment arrangement does not involve interest or financing charges. The Advance Amount and the Fixed Repayment Fee are fixed amounts.
- 8.2 **No Late Fees** -No penalties or late fees will be applied if your revenue cannot cover the Collection Amount, as these are repaid solely through the agreed holdback rate from your actual processed revenue.

## **9 Ending the Relationship**

- 9.1 **Termination by you** - You may end your Device Repayment Plan at any time by paying the outstanding balance of the Total Repayment Amount in full. Once payment is received, your repayment obligations will be fulfilled, and ownership of the devices will remain yours.
- 9.2 **Our Right to Terminate or Suspend** - Yoco may suspend or terminate this Device Repayment Plan or any related Services immediately, without prior notice, if:
  - 9.2.1 required to do so by a Yoco Partner, or any applicable law or regulation;
  - 9.2.2 Yoco reasonably suspects any fraudulent, unlawful, or criminal activity, or any careless or unauthorised use of our Services;
  - 9.2.3 you have breached these Device Repayment T&Cs, any related policy, or other applicable Yoco Terms and Conditions; or
  - 9.2.4 we identify any conduct that could harm the integrity or reputation of Yoco, its Yoco Partners, or the national payment system.
- 9.3 Yoco also reserves the right to suspend or terminate Services for any operational or compliance reason, consistent with the Main T&Cs.
- 9.4 **Consequences of our termination and suspension** - If your Device Repayment Plan or related Services are terminated or suspended:



- 9.4.1 all outstanding amounts under your Device Repayment Plan will become immediately due and payable; and
- 9.4.2 if applicable, you must return the devices in your possession in accordance with the Device and SIM Policy.

## 10 Merchant Warranty

10.1 You represent and warrant that:

- 10.1.1 you operate a legitimate business and have the authority to enter into and perform under this Device Repayment Plan;
- 10.1.2 you will use the devices only to process transactions through Yoco's Services, as agreed;
- 10.1.3 you will not engage in any activity intended to avoid repayment or divert transactions;
- 10.1.4 Yoco will remain your exclusive payment services provider until the Total Repayment Amount is fully settled; and
- 10.1.5 you will not sell, transfer, or assign any Yoco device that is under an active repayment plan until the Total Repayment Amount has been paid in full.

## 11 Breach

11.1 If you breach these Device Repayment T&Cs, including by:

- 11.1.1 failing to use Yoco as your exclusive payment services provider until full settlement; or
- 11.1.2 transferring or attempting to transfer a Yoco device before full settlement;

11.2 Yoco may, at its sole discretion, take one or more of the following actions:

- 11.2.1 **Adjust Revenue Collections** – increase the Collection Amount percentage applied to your processed revenue until the outstanding balance is repaid;
- 11.2.2 **Recover Costs** – charge you for reasonable administrative, legal, and enforcement costs incurred in recovering any amounts due;
- 11.2.3 **Repossession & Suspension** – repossess the devices and/or suspend related Services until full payment is received;
- 11.2.4 **Immediate Payment** – require immediate payment of the remaining balance of the Total Repayment Amount; and/or
- 11.2.5 **Third-Party Recovery** – instruct external debt recovery or legal enforcement providers to collect outstanding amounts, with any related costs added to your repayment obligation.
- 11.3 **Concealment of Revenue or Diversion of Transactions** – If Yoco reasonably determines that you have concealed or diverted transactions to another provider, or otherwise acted to circumvent repayment, Yoco may, without limiting any other rights:
  - 11.3.1 apply an estimated Collection Amount based on historical revenue trends, including an uplifted percentage to account for concealed revenue;
  - 11.3.2 charge penalty fees proportional to the concealed amount, plus any recovery costs; and
  - 11.3.3 terminate your access to Yoco Services and take appropriate legal action for breach of contract.
- 11.4 **Legal & Enforcement Rights** – Yoco reserves the right to pursue any further legal remedies available, including, but not limited to, legal claims for damages and equitable relief.



## END OF DEVICE REPAYMENT TERMS