

NuPay Product Specification Schedules

Schedule 17: NuPayGO Device

1. NuPayGo REFUNDS & EXCHANGES

1.1. Refunds

- 1.1.1 If Merchant is not satisfied with Merchant's purchase or rental of the NuPayGO Device or Merchant thinks it is not suitable for the purposes for which Merchant purchased it, Merchant may return it for a full refund of monies paid by Merchant within 30 days of date of cancellation, as part of the NuPayGO 30-day money back guarantee, if the following conditions are met:
 - 1.1.1.1 The NuPayGO Device and all peripherals (cables, manuals, marketing material), with original packaging intact, are returned to the NuPay premises (NuPay Building, corner Ring Road East & Voortrekker Road, New Market Mall, Alberton,1450) by no later than 7 days after delivery was made to Merchant.
 - 1.1.1.2 The NuPayGO Device, once inspected by NuPay, is deemed to be in working order, factory faults excluded.

1.2 Exchanges

- 1.2.1 Should Merchant decide within 14 days of purchasing the NuPayGO Device that an alternative model NuPay device would be better suited to Merchant's requirements, then an exchange will be effected by NuPay, if the following conditions are met:
 - 1.2.1.1 The working NuPayGO Device and all peripherals (cables, manuals, marketing material), with original packaging intact, are available for collection at the time that the new NuPay device is delivered.
 - 1.2.1.2 The difference in purchase price (when upgrading from the NuPayGO Device) has been paid in full to and received by NuPay. In the event of a downgrade, NuPay will refund the difference in purchase price within 15 days after return of the NuPay GO Device.

2. NuPayGo WARRANTY

- 2.1. NuPay warrants that the software in the NuPayGO Device will conform to its specifications, that it is reasonably suitable for the purpose it was intended for and that the hardware will be free of defects in workmanship and design, subject to the below and will replace or repair or, if the NuPayGO Device cannot be replaced or repaired (at Merchant's direction) refund Merchant with the full purchase price for any NuPayGO Device deemed to be defective, within 6 months of the date of first delivery, at no risk and cost to Merchant, as long as the following conditions are met:
 - 2.1.1. The defect is not as a result of improper handling and misuse, or otherwise than in accordance with its instructions of use as published on NuPay's website or in the user manual or as set out under DAMAGES, NuPayGO Device care tips and Electrical Considerations below.
 - 2.1.2. The defective NuPayGO Device is handed over to NuPay (or its third-party representative or agent) at the time that the replacement device is delivered.
 - 2.1.3. The NuPayGO Device does not present a Tamper Error (see below).
 - 2.1.4. The defective NuPayGO Device is at the cost of NuPay returned to NuPay for collection, replacement, or repair, or collected by NuPay at its cost.

3. NuPayGo DEVICE MAINTENANCE & CARE

3.1 Damage in transit

- 3.1.1 NuPay will always ensure that the greatest care is taken during transit and delivery of the purchased items. If, however, Merchant feels that the unit has been damaged in transit, it should contact NuPay immediately informing NuPay of the possible damage. Photos of the unit as it arrives will assist NuPay in improving the service of NuPay's delivery partners.
- 3.1.2 If it is ascertained that the NuPayGO Device was indeed damaged in transit, NuPay will arrange for the delivery of a replacement NuPayGO Device within 2 working days. The damaged NuPayGO Device will be collected by NuPay at its cost at the time of the second delivery.

3.2 Damages

- 3.2.1 If a NuPayGO Device is damaged due to negligent and/or improper handling, it will only be replaced once Merchant has paid the advertised retail price for a new NuPayGO Device.
NuPay will not be responsible for covering the cost of a NuPayGO Device that has been damaged by a consumer (the Merchant's customer) or the Merchant.
- 3.2.2 In the event that the NuPayGO Device displays a Tamper Error, the Merchant must contact the NuPay Contact Centre as soon as possible. The Contact Centre will then assist and advise the Merchant.

3.3 Looking after Merchant's NuPayGO Device

- 3.3.1 NuPay's wireless devices such as the NuPayGO Device come with a 1-year manufacturer's warranty, which covers any manufacturing defects from the day Merchant receives the NuPayGO Device.
- 3.3.2 **IMPORTANT:** The NuPayGO Device is made to endure general wear and tear and daily use. However, they are security sensitive electronic devices and must be treated with care. The NuPayGO Device must be looked after as Merchant would any electronic device. They have also been designed to include tamper-proof technology for security purposes.

3.4 NuPayGO Device care tips

- 3.4.1 Do not leave the NuPayGO Device in the sun for extended periods of time (and anything that radiates heat, such as a stove or a motor);
- 3.4.2 Do not use the NuPayGO Device where there is high heat, dust, humidity, moisture, caustic chemicals or oils, e.g. in a restaurant kitchen;
- 3.4.3 Do not try to open the NuPayGO Device (especially with a screwdriver);
- 3.4.4 Do not throw, drop, or stand on the NuPay GO Device;
- 3.4.5 Try to keep the NuPayGO Device as clean as possible - do not let sand, dirt or dust get into the NuPayGO Device;
- 3.4.6 The NuPayGO Devices are not waterproof - please avoid all contact with water and other liquids.

3.5 Electrical Considerations

- 3.5.1 Do not charge the NuPayGO Device during electrical storms.
- 3.5.2 Avoid locations near electrical appliances or other devices that cause excessive voltage fluctuations or emit electrical noise (for example, air conditioners, electric motors, neon signs, high-frequency or magnetic security devices, or computer equipment).

4. Data Usage

- 4.1.1 The Merchant shall be responsible to ensure that the NuPayGO Device has sufficient mobile data loaded onto it or has adequate wi-fi connectivity and signal strength to function properly, at its cost, to complete all Transactions and for the performance of the obligations of the Merchant and NuPay under this Agreement to be fulfilled. All data costs for as long as the Merchant is in possession of the NuPayGO Device, shall be for the account of the Merchant.
- 4.1.2 NuPay shall not be liable to the Merchant or any third party for any damages, losses, costs and expenses, howsoever arising and from whatsoever cause, in the event that the NuPayGO Device has no or insufficient mobile data or lack of wi-fi connectivity to function in accordance with its stated purpose and the Merchant indemnifies and shall keep NuPay harmless and indemnified against any claim for damages, losses, costs and expenses in this regard.
- 4.1.3 NuPay does not guarantee and does not have any control over the availability and accessibility of mobile or wi-fi networks or the internet and the Merchant understands and accepts the risks inherent to such networks and the internet when using the NuPayGO Device.