

Flexipay Merchant Collections Application Form

Please use capital letters to complete the form.



HOW DID YOU HEAR ABOUT US?

Stanbic Branch Advert Referral Other (Specify).....

1. BUSINESS INFORMATION

Business Registration/
Bank Name:

Bank Account Number:

Physical Address:

Contact Person:

Telephone Number:

Email Address:

Nature of Business (e.g. Restaurant, Bar, Financial Institutions):

Business Type: Sole Proprietorship Partnership Limited Liability

Retail Wholesale Corporate

Merchant Type: Referenced Non-Referenced Till Functionality

2. LIQUIDATION AND PRICING

Liquidation type and fees: Scheduled On Demand Real-Time

Liquidation rate as.....% (maximum 2%)

Liquidation frequency (applicable for scheduled liquidation only): Weekly Bi-Weekly Monthly

Designated phone number to receive calls/SMS notifications:

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3. ADMINISTRATOR(S)

User Names	Email Address	Mobile Phone Number

Administrator: - will be created by the bank and will be responsible for maintaining the system and creating the other user roles for the Merchant (Viewer, Capturer, Authorizer).

Customer Initials.....

4. ACCEPTANCE OF TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. In this Agreement, unless clearly inconsistent with or otherwise indicated by the context, the following words will have the meaning attached below –
 - 1.1.1. “Agreement” means this document, the Operational Documents and Regulations and any other appendices hereto;
 - 1.1.2. “Intellectual Property” means patents, trademarks, service marks, design rights (whether registered or not), applications for any of the foregoing, copyright, know how, trade or business names and other similar rights or obligations whether registered or not;
 - 1.1.3. “Operational Documents” means the application form, and the Terms and Conditions to be completed by the Principal / Merchant and/or Participants;
 - 1.1.4. “Operational Regulations” means the procedures and regulations, required for the operation of the Service as amended by the Bank from time-to-time;
 - 1.1.5. “Participant” means any subsidiary or affiliates of the Principal/Merchant which have signed up to participate in the Service and have agreed to be bound by the terms and conditions of this Agreement to the extent that it is applicable to such Participant;
 - 1.1.6. “Principal/Merchant” shall mean the customer on whose behalf collection shall be made.
 - 1.1.7. “Service” shall mean the collection service offered by the Bank to the Principal/Merchant and/or Participants from time-to-time in regard to collection of monies on behalf of the Merchants.
 - 1.1.8. Words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine

2. DURATION

- 2.1. This Agreement will commence on date of signature hereof and will continue indefinitely until terminated by either party in accordance with the provisions of this Agreement.

3. THE SERVICE

- 3.1. The Service shall consist of collection of payments for goods and services on behalf of the Merchants through a Merchant collection portal. The “Principal / Merchant” shall be issued a unique Merchant Code for Identification. The Bank shall ensure all payments are reconciled according to this Merchant Collection Portal.
- 3.2. This service will be available on the Bank’s digital channels and registered users may directly make their payments to the Principal/Merchant’s bank account. In the event of any conflict and/or inconsistencies between this Agreement and the Operational documents and Regulations, the terms of this document shall prevail.

- 3.3. The Bank may suspend, improve, change, replace, withdraw and include as part of the Service any module from time to time, on notice to the Principal/Merchant and Participants. We will try to give you at least thirty calendar days’ notice via email.

4. RIGHTS AND OBLIGATIONS

- 4.1. The Parties shall:
 - 4.1.1. Comply with the laws and legislation of Uganda.
- 4.2. The Principal and Participants shall:
 - 4.2.1. Ensure that the information presented to the Bank and updated in the system is correct
 - 4.2.2. Immediately inform the Bank, in writing, of any changes in Administrator’s details. The Administrator shall be the person(s) notified by the Principal/Merchant to the Bank to be created onto the Merchant Collection system with the responsibility of creating other users and maintaining the system.
 - 4.2.3. The Administrator will be solely responsible for creating the user roles below;
 - 4.2.4. Viewer: - Will have access to view payments and statements
 - 4.2.5. Capturer: - Will be responsible for initiating liquidations, transfers and reversals
 - 4.2.6. Authorizer: - Will be responsible for authorizing liquidations, transfers and reversals
 - 4.2.7. Supply all data and information promptly when requested by the Bank and ensure that all such data, information and instructions are in the specified format and medium and are correct in every sense;
 - 4.2.8. Take responsibility for the successful acceptance by the Bank of all instructions including, collections on the Service and the successful reconciliation thereof;
 - 4.2.9. Shall have no claim against the Bank where the Bank acts on the instructions including faxes, email or letters purported to be given by persons acting on behalf of the Principal/Merchant and/or Participants, as the case may be;
 - 4.2.10. The Principal and Participants HEREBY indemnify the Bank against all claims and/or losses arising out of the Principal/Merchant or Participant’s acts or omissions, whether intentionally or due to negligence and pursuant to the provisions of this Agreement;
- 4.3. The Principal/Merchant and Participants acknowledge that they will not be able to countermand any instruction or transaction given or done through the module once that instruction or transaction has been processed.
- 4.4. The Principal/Merchant and Participants shall not be entitled to cede or assign this Agreement without the prior written consent of the Bank.

- 4.4.1. The Bank shall:
 - 4.4.1.1. Provide customized templates which indicate the mandatory fields for the Merchant Collections service on the system for each service for which it collects money on behalf of the Principal/Merchant
 - 4.4.1.2. Ensure that the Service is functioning in accordance with the Operational Regulations, however, the Bank accepts no liability for downtime and unavailability of the Service;
 - 4.4.1.3. Process the instructions, including collections by the action date in accordance with the Operational Regulations;
 - 4.4.1.4. Reject instructions including collections that are incorrect, incomplete, or not in accordance with the Operational Regulations, or inconsistent with any arrangement with the Bank.

5. PARTICIPANTS MANDATE

- 5.1. The Bank shall not accept any instruction from a Participant that changes, replaces, withdraws, restricts or conflicts with any instruction from the Principal/Merchant in the Service.

6. DISPUTED TRANSACTIONS

- 6.1. The Bank may reverse any amounts paid to or by the Principal/Merchant and/or Participants if the transaction is disputed upon obtaining formal debit authority from the merchant on a best effort basis.
- 6.2. A merchant may reverse any amount to the Participants however there will be no refund of any charges that were incurred to either the Principal/Merchant and/or Participant.

7. HARDWARE AND SOFTWARE

- 7.1. For purposes of clarity, the Bank shall not be liable for the failure or maintenance of any hardware and/or software and for the reliability of any third-party software or communication system through which the Service may be accessed.

8. FEES

- 8.1. The bank reserves the right to; (i) revise the applicable fees, (ii) introduce new fees and (iii) revise the way such fees shall be collected. The Bank shall issue the Principal/Participant 30 days' written notice sent by email to the address provided prior to effecting the changes under this Clause 8.

9. INTELLECTUAL PROPERTY AND COPYRIGHT

- 9.1. The copyright and all other Intellectual Property rights of whatever nature in the software developed by the Bank, including but not limited to the Merchant Collection system and any documentation and/or information relating thereto, shall be and remain vested in the Bank, and the Principal/Merchant and/or Participants undertakes not to reproduce, copy or disclose the Bank's proprietary information to any third party.
- 9.2. The Bank retains copyright in or license to the Service and all associated documents.

10. NATURE OF RELATIONSHIP

- 10.1. The relationship between the Bank and the Principal/Merchant and/or Participants shall be that of independent contractor and the Bank shall not be a representative or agent of the Principal/Merchant / Participants and shall not be liable for any acts or omissions of the Principal/Merchant and/or Participants.

11. WARRANTIES AND INDEMNITIES

- 11.1. The Principal/Merchant and its Participants warrant that the database they input in the system is conclusive and correct and indemnify the Bank and hold it harmless against all actions, proceedings, claims and demands which may be brought against the Bank and all losses, costs, damages and expenses which the Bank may incur or sustain in connection with the use of this database.
- 11.2. The Principal/Merchant and Participants agree to indemnify the Bank and hold it harmless against all actions, proceedings, claims and demands which may be brought against the Bank and all losses, costs, damages and expenses which the Bank may incur or sustain in connection with or arising out of the provision of the Service to the Principal/Merchant and the Participants.

12. CONFIDENTIALITY

- 12.1. Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and information relating to the Service and any other information of any kind whatsoever developed or acquired by any party in connection with this Agreement ("the confidential information") shall be treated by the parties as confidential. No party shall disclose such confidential information to any third party without the prior written consent of the other party hereto.
- 12.2. The parties' obligations in clause 12 shall not apply in respect of information within the public domain or a party's knowledge at the commencement of this Agreement or to disclosure required by law or court order.
- 12.3. The Parties shall keep this Agreement, the Service, all information obtained via the Service and all other proprietary information confidential.

13. FORCE MAJEURE

- 13.1. The failure by any party to perform due to circumstances not reasonably within its control, including, without limitations, acts of God, civil commotion, riots, fire, governmental embargoes ("force majeure"), shall not be regarded as breach and the non-performing party shall not be liable for any delay or loss or damage arising therefrom, provided that performance is resumed as soon as is reasonably possible, and provided that written notice of such event shall be given within 48 (forty eight) hours by the affected party.

14. BREACH

14.1.Should any party (“the defaulting party”) commit a breach of any provision of this Agreement and fail to remedy such breach within 14 (fourteen) days of receiving a written notice from the other party (“the aggrieved party”) requiring the defaulting party to do so, the aggrieved party shall be entitled in addition to its other remedies in law or in terms of this Agreement to cancel this Agreement forthwith and without prejudice to its rights to claim damages.

15. TERMINATION

- 15.1.Either party may terminate this Agreement or any part of the Service on one calendar month’s written notice.
- 15.2.The Bank may, in its discretion suspend all or any part of the Service offered to the Principal/Merchant or Participants.
- 15.3.Notwithstanding anything to the contrary contained herein, either party shall be entitled to terminate this Agreement immediately if the other party:
- 15.4.Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or
- 15.5.Takes steps to deregister itself or is deregistered; or
- 15.6.Commits an act, which would, in the opinion of the aggrieved party, constitute an act of insolvency.
- 15.7.Termination of this Agreement shall not relieve a party of obligations imposed upon such party by statute or regulation or by this Agreement prior to its termination.

16. LIMITATION OF LIABILITY

- 16.1.Notwithstanding anything to the contrary contained in this Agreement, the Bank shall not be liable to the Principal/Merchant and/or Participants for any losses or damages whether direct, indirect, special, incidental, consequential and/or punitive arising pursuant to the provisions of this Agreement and/or the Services. Without derogating from a foregoing, the Bank shall inter alia not be liable for any losses or damages suffered by the Principal Merchant and/or Participants arising out of –
- 16.2.Any errors or omissions in or delay, breakdown or interruption in or improper operations of or

inaccuracies in the operation of the Service nor for any loss of use howsoever caused;

- 16.3.Any loss, damage or destruction caused to the Principal Merchant or the Participants’ hardware, software or any other data processing system as a result of using the Service;
- 16.4.Any breach of confidentiality resulting directly or indirectly from the Principal/Merchant and Participants use of the Service;
- 16.5.Any loss arising from fraud, misappropriation or incorrect payments of funds due to the Principal/Merchant and/or Participant not enforcing an electronic transactional limit on the contra bank account(s) loaded to the Merchant Collection system facility.
- 16.6.Any matter arising from causes beyond the Bank’s control;
- 16.7.Loss of profit, revenue, anticipated savings, business transactions or goodwill

17. GOVERNING LAW

17.1.The laws of Uganda shall govern this Agreement and the courts of Uganda shall have sole jurisdiction.

18. NOTICES AND DOMICILIUM

- 18.1.The parties choose their respective physical addresses above as their domicilium addresses for service of all notices and processes for legal purposes in respect of this Agreement.
- 18.2.Either party may change its address for legal notification purposes to another physical address by means of written notice to the other.

19. GENERAL

- 19.1.This document embodies the entire Agreement between the parties hereto.
- 19.2.No amendment or variation of any of the provisions of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 19.3.No waiver by any party of its rights will be of any force and effect unless in writing and signed by both parties.
- 19.4.The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

I/We the Merchant understand and accept the Terms and Conditions contained in this application form. I/We accept the terms and conditions governing this product/service.

Customer Initials.....

AUTHORISATIONS

Principal/Merchant:	Principal/Merchant:
Duly Authorised Identification Number:	Duly Authorised Identification Number:
Signed at:	Signed at:
Date:	Date:
In the presence of:	In the presence of:
Name:	Name:
Signature:	Signature:
Position:	Position:

BANK APPROVAL

Received by: (Name and Signature)	Date:
Approved by: (Name and Signature)	Date: