



Merchant Agreement by and between

**Stanbic Bank Uganda Limited**

**Registration number is**

**80020001471657**

and

.....  
**“Merchant”**

This is your application to take up Merchant Services with Stanbic Bank Uganda Limited (**Stanbic Bank, we, us or our**). Your application is made up of four parts (Agreement):

1. The Application Form
2. The General Terms and Conditions (**Service Terms**)
3. The Schedules to the Service Terms
4. The Transaction Type Schedules

We are committed to making our terms and conditions and other important information clear and transparent. Please make sure that you agree only after you have read and understood all the parts of the Agreement which apply to you as they constitute an assumption of risk by you.

**If you do not agree to the terms and conditions of the Agreement, please do not register for the Merchant Services.**

You will only be approved as a Merchant once we have provided you with written confirmation of your merchant identification number/s – **the signature by you or us of this Application Form does not mean that you are an approved Merchant.**

Please note: we may update these Terms and Conditions from time to time so please keep an eye out for any notices from us regarding any changes, whether through our website, by email or otherwise.

#### APPLICATION FORM

<b>Merchant Information:</b>			
Registered Name:			
Trading Name			
Registration Number		VAT Number	
Type of Business			
Business Address			
Postal Address			
Website Address			
Business Telephone Number		Email Address	
Primary Contact Person		Cell Number	
Full Names of Owner/Director			
Identity Number/ Passport Number			
Home Address			
Full Names of Owner/Director			
Identity Number/ Passport Number			
Home Address			

<b>Banking Details:</b>			
Bank Name		Branch	
Branch Code		Account Name	
<b>Bank Account Number</b>			
<b>Supporting Document:</b> Proof of Bank Account			

<b>Supporting Documents: Verification of Particulars</b>	
For Individuals	
For Partnerships	
For Companies or Close Corporations	
For Trusts	
For Other Legal Entities	

<b>Card Types:</b>					
MasterCard		Maestro		VISA	
VISA Electron	—	Union Pay	—	Diners Club	
Proprietary Card		Fleet			
Other	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

<b>Initial Period</b>	_____ Months
<b>Terminal Rental Period</b>	_____ Months

**Mobile Money Collection Registration Details**

Liquidation Type:

Scheduled     On Demand     Real Time     No Liquidation

Liquidation Frequency (Only applicable for scheduled liquidation type):

Daily     Weekly     Bi-Weekly     Monthly

Phone number designated to receive notifications:

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<b>User Roles</b>		
<b>User Names</b>	<b>Email Address</b>	<b>User Role</b>

**There are four user roles applicable: -**

**Administrator:** - who will be created by the bank and will be responsible for creating users and maintaining the system

**Viewer:** - Will have access to view payments and statements

**Capturer:** - Will be responsible for initiating liquidations and transfers

**Authoriser:** - Will be responsible for authorising liquidations and transfers

<b>Fees:</b>				
<b>Cards</b>	<b>Merchant Commission</b>			
	POS Transactions	Card Not Present Transactions/ E-Commerce		
	MasterCard/Visa Debit Card	_____ % (excl. VAT)	_____ % (excl. VAT)	<b>Initials</b>
MasterCard/Visa Credit Card	_____ % (excl. VAT)	_____ % (excl. VAT)		<b>Initials</b>

MasterCard/Visa Fleet Card	_____ % (excl. VAT)	_____ % (excl. VAT)	<input type="checkbox"/>	<u>Initials</u>
Diners Club/Discover Charge Card	_____ % (excl. VAT)	_____ % (excl. VAT)	<input type="checkbox"/>	<u>Initials</u>
Union Pay Debit Card	_____ % (excl. VAT)	_____ % (excl. VAT)	<input type="checkbox"/>	<u>Initials</u>
Union Pay Credit Card	_____ % (excl. VAT)	_____ % (excl. VAT)	<input type="checkbox"/>	<u>Initials</u>
Mobile Money	_____ % (excl. VAT)	_____ % (excl. VAT)	<input type="checkbox"/>	<u>Initials</u>
Other _____	_____ % (excl. VAT)	_____ % (excl. VAT)	<input type="checkbox"/>	<u>Initials</u>
<b>Monthly Merchant fees</b>	_____ % (excl. VAT)	_____ % (excl. VAT)	<input type="checkbox"/>	_____
<b>Minimum Merchant Commission</b>	_____ (excl. VAT) Per Month		<input type="checkbox"/>	_____
<b>Projected Annual Turnover (POS Transactions)</b>	_____ For the Year Ending 20 _____		<input type="checkbox"/>	_____
<b>Projected Annual Turnover (Card not Present Transactions)</b>	_____ For the Year Ending 20 _____		<input type="checkbox"/>	
<b>Termination Fee</b>				
<b>Chargeback Fee</b>	_____ (incl. VAT) Per Chargeback			<u>Initials</u>
<b>Administration Fee</b>	_____ (incl. VAT) Once-Off			<u>Initials</u>
<b>Other Fee: _____</b>	_____ (incl. VAT)			<u>Initials</u>

<b>Terminal Rental</b>	Standalone POS Device and/or PED	_____ (incl. VAT) Per Equipment Per Month		_____ Initials
	Integrated POS Device	_____ (incl. VAT) Per Equipment Per Month		_____ Initials
	Mobile POS Device	_____ (incl. VAT) Per Equipment Per Month		_____ Initials
	Manual Imprinter	_____ (incl. VAT) Once Off		_____ Initials
	Other: _____	_____ (incl. VAT) Per Equipment Per Month		_____ Initials
<b>Insurance (If Provided by a Standard Bank Affiliate)</b>	Standalone POS Device	_____ (incl. VAT) Per Equipment Per Month		_____ Initials
	Integrated POS Device and/or PED	_____ (incl. VAT) Per Equipment Per Month		_____ Initials
	Mobile POS Device	_____ (incl. VAT) Per Equipment Per Month		_____ Initials
	Other: _____	_____ (incl. VAT) Per Equipment Per Month		_____ Initials
	Excess per POS device (If Insured by a Standard Bank affiliate)	_____ (incl. VAT) Per Equipment		_____ Initials
<b>Replacement Value</b>	Standalone POS Device and/or PED	_____ (incl. VAT)	<input type="checkbox"/>	_____ Initials
	Integrated POS Device	_____ (incl. VAT)	<input type="checkbox"/>	_____ Initials
	Mobile POS Device	_____ (incl. VAT)	<input type="checkbox"/>	_____ Initials
	Manual Imprinter	_____ (incl. VAT)	<input type="checkbox"/>	_____ Initials
	Other: _____	_____ (incl. VAT)	<input type="checkbox"/>	_____ Initials
<b>Chargeback Fee</b>	_____ (incl. VAT) Per Chargeback			_____ Initials
<b>Administration Fee</b>	_____ (incl. VAT) Once-Off		<input type="checkbox"/>	_____ Initials
<b>Other Fee: _____</b>	_____ (incl. VAT)		<input type="checkbox"/>	_____ Initials

If we enable you for any of the below, you accept and assume the increased risk that such Transactions can be Charged back to you and you agree and acknowledge that you are fully liable for such Transactions and associated Chargebacks.

<b>Offline Transactions or Manual Card Entry</b>	[Please Insert Date]	I agree that I accept the risk that such Transaction can be charged back to me		_____ Initials
<b>Transactions for Which a Cardholder Has Given Advance Permission to Charge Their Card</b>	[Please Insert Date]	I agree that I accept the risk that such Transaction can be charged back to me		_____ Initials
	[Please Insert Date]	I agree that I accept the risk that such Transaction can be charged back to me	<input type="checkbox"/>	_____ Initials

Initials \_\_\_\_\_

**General:**  
 You agree that by ticking the box saying that you understand the applicable terms and conditions, we will deem you to be bound by such terms and conditions. You acknowledge that we may update any of our terms and conditions from time to time, with or without notice to you. By using our Merchant Services, you agree to our latest terms and conditions, which you may request from us at any time.

**General Terms and Conditions**

Service Terms	[Please Insert Date]	I agree that I have read and understood the Terms and Conditions	<input type="checkbox"/>	____ Initials
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**Schedules to General Terms and Conditions**

Equipment Rental Schedule	[Please Insert Date]	I agree that I have read and understood the Terms and Conditions	<input type="checkbox"/>	____ Initials
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**Transaction Type Schedules**

POS Transaction	[Please Insert Date]	I agree that I have read and understood the Terms and Conditions	<input type="checkbox"/>	____ Initials
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E-commerce Transaction	[Please Insert Date]	I agree that I have read and understood the Terms and Conditions	<input type="checkbox"/>	____ Initials
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Other _____	[Please Insert Date]	I agree that I have read and understood the Terms and Conditions	<input type="checkbox"/>	____ Initials
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**For Office Use only**

Merchant Identification Number/s	<b>Transaction Type Schedule</b>	
	POS	<input type="checkbox"/>
	E-Commerce	<input type="checkbox"/>
	M- POS	<input type="checkbox"/>
	M-Commerce (Mobile Money)	<input type="checkbox"/>
	Other	<input type="checkbox"/>
Merchant Category Code	<b>Transaction Type Schedule</b>	
	POS	<input type="checkbox"/>
	E-Commerce	<input type="checkbox"/>
	M-POS	<input type="checkbox"/>
	M-Commerce (Mobile Money)	<input type="checkbox"/>
	Other	<input type="checkbox"/>
Consultant Name		

Initials \_\_\_\_\_

## Merchant Services:

### General terms and conditions

These general terms and conditions (**Service Terms**) are an agreement between you, the Merchant (**you, yours or your**), and Stanbic Bank (we, us or our) for your acceptance of Card payments for the Transaction Types described in the Application Form.

**You must agree to all of the terms and conditions contained in these Service Terms and any terms and conditions that apply to the Transaction Type set out in each Transaction Type Schedule. When we enable you to process a particular Transaction Type, you will be asked to agree to the Transaction Type Terms as set out in the applicable Transaction Type Schedule. The Service Terms together with the Application Form, the Transaction Type Schedules and any other schedules to the Service Terms make up the entire agreement between you and us (Agreement).**

Please read these Service Terms carefully as they contain exclusions and limitations of our liability that affect you and impose legally binding obligations on you. It is your responsibility to decide whether the Merchant Services are suitable and adequate for your needs. Other than provided for in terms of applicable law or the Rules, you assume all risks associated with your use of the Merchant Services.

Please note the following risks of using the Merchant Services:

Payments made by us to your Bank Account may be reversed at a later time; for example, if a payment is subject to a Chargeback, Claim or is otherwise invalidated. This means that a payment may be reversed from your Bank Account after you have provided the Cardholder with the goods or services.

We may suspend or limit your access to your Bank Account or the Merchant Services (including the acceptance of any Card) and/or limit access to your funds if you breach the Agreement or any part of it.

You are responsible for understanding and complying with any and all applicable laws and the Rules that may apply to you in connection with your use of the Merchant Services.

### Definitions

**Administration Fee** means the once-off non-refundable Fee payable by you to us after we approve you as a Merchant, as set out in the Application Form or as advised by us in writing from time to time;

**Applicable Laws** means all national, provincial, local and municipal legislation, regulations, laws, by-laws, consents and/or other laws of any relevant Regulatory Authority and any other instrument having the force of law as may be issued and in force from time to time relating or connected to the activities contemplated under the Agreement, including Anti-Money Laundering Act, 2013;

**Application Form** means the application form filled in and signed by you, which contains your contact details, the Transaction Types, the Initial Period and the Fees;

**Authenticated Transactions** means all Authenticated Transactions identified as such in the Transaction Type Terms;

**Authorisation** means the confirmation by the Issuer as to whether a particular Card has enough funds available to cover the amount of a Transaction and Authorised will have a corresponding meaning;

**Bank Account** means a bank account nominated and held by you for purposes of the Agreement;

**Business day** means any day other than a Saturday, Sunday or public holiday in the Republic of Uganda;

**Card** means any payment card issued by an Issuer in line with a licence granted by the respective Payment Schemes and includes Cards identified as such in the Transaction Type Terms. Unless otherwise indicated, any reference to Card includes a Closed Loop Card, Fleet Card and Proprietary Card;

**Cardholder** means the person or entity to whom a Card is issued by an Issuer and, where applicable, whose name or details are printed or embossed on a valid Card;

**Card Information** means any Personal Information associated with a Cardholder including the name of the Cardholder, the type and/or number of Card/s held by the Cardholder, the Card number/s, expiry date/s or CVV;

**Chargeback** means a Transaction or part of a Transaction which we may debit to your Bank Account and when used as a verb, together with its derivatives, will have a corresponding meaning;

**Chargeback Period** means a period of one hundred and eighty calendar days starting from the date of a Transaction (and in respect of a UPI Card Transaction, a period of three hundred and sixty five calendar days starting from the date of a Transaction);

**Chip** means the EMV-certified chip on a Card;

**Claim** means any claim, action, suit or proceeding started by any person, whether actual or alleged and whether substantiated by a court of law, other tribunal or relevant arbitrator;

**Closed Loop Card** means any stored-value payment card, usually Issuer branded, that can be used only at specific locations;

**Common Monetary Area** means the Republic of Uganda, or as updated from time to time;

**CVV** means the last three digits that appear on the signature panel of a credit or cheque Card, being the card verification value;

**Data** means any data, physical, electronic or otherwise (including Card Information), supplied by Cardholders to you or processed on our behalf by you. For these purposes Data includes Transaction Data;

**Data Compromise** means the unauthorised access, transmission or use of the Data by a third party or the loss, theft, degradation, dissemination, distribution, erasure, copy or corruption of the Data in any manner;

**DCI** means Diners Club International Limited, a corporation incorporated according to the laws of the State of New York;

**Discover** means Discover Financial Services LLC, a limited liability company incorporated according to the laws of the State of Delaware;

**Effective Date** means the date that the Application Form submitted by you is approved in writing by us;

**EMV** means the Europay International – MasterCard – Visa specifications for Chip Cards;

**Equipment** means all devices and associated accessories that are used to process Transactions and includes equipment identified as such in the Transaction Type Terms;

**Equipment Rental Schedule** means the schedule to the Service Terms setting out the general terms and conditions applicable to any Equipment that we rent to you;

**Fees** means the Administration Fee, Chargeback fee, Terminal Rental, Security Package Fee and any other fee set out in the Application Form or as advised by us in writing from time to time. Where applicable, Fees will also include the Termination Fee;

**Fleet Card** means a Card issued in respect of a specific vehicle by an Issuer which may only be used for any one or more of the following: the purchase or acquisition of Petroleum Products, motor vehicle service charges, repairs, accessories; parts and maintenance linked to such vehicle;

**Force majeure event** means any event beyond a Party's reasonable control, including acts of God, civil commotion, riots, insurrection, acts of government, fire, explosion, the elements, epidemics, government embargoes or similar events;

**Fraudulent Transaction or Fraudulent** means any Transaction which, in terms of the common law or laws of the Republic of Uganda, is regarded as fraud (whether Authorisation was obtained or not) without it being necessary for us to prove such fraud and will include:

- Any Transaction arising from the use of a Card or Card Information by a person other than the authorised Cardholder;

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- Any Transaction not authorised by the authorised Cardholder;
- the use of an invalid Card; and/or
- the use of a Card which has not been issued by a bona fide (legitimate Issuer);

**Group** means us, our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company as at the Effective Date and as amended from time to time;

**Initial Period** means the minimum period of the Agreement as set out in the Application Form, starting on the Effective Date;

**Intellectual Property** means all intellectual property, including patents, trademarks, know-how, designs, design rights, copyright (including all copyright in any designs and computer software), source codes, trade secrets, confidential information, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specifications, testing methods and all other intellectual property and rights of a similar character whether registered or capable of registration and all applications and rights to apply for protection of any of the same;

**IP** means, for purposes of the Agreement:

- Our Stanbic Bank Mark and any other Intellectual Property, including without limitation those Intellectual Property rights in any Card system;
- Any Intellectual Property belonging to the SB Group;
- Any Intellectual Property belonging to the Payment Schemes;
- Any Intellectual Property belonging to our third party service providers (including the Payment Service Providers);

**Issuer** means a financial institution or company that has been authorised to issue Cards;

**JCB** means JCB International Co. Ltd. (Registration Number 0104-01050509), a corporation incorporated according to the laws of Japan;

**Losses** means all Chargebacks, damages, losses, penalties, fines, costs and expenses of whatever nature (including legal costs);

**Magnetic Stripe** means the magnetic stripe on the back of a Card which contains Card Information;

**MasterCard** means MasterCard Worldwide, a card association and any of its related companies;

**Material Change** means a change to the terms of the Agreement that reduces your rights or increases your responsibilities;

**MCC** means the four-digit Merchant Category Code classification code that we assign to you to classify your type of business;

**Merchant** means you, as described in the Application Form. Unless otherwise indicated, any reference to you includes your Personnel;

**Merchant Commission** means a percentage of each Transaction, as set out in the Application Form or as advised by us in writing from time to time but being no less than the Minimum Merchant Commission per month;

**Merchant Identification Number/Code** means the merchant identification number/s that we allocate to you;

**Merchant Services** means the Agreement between you and us relating to your acceptance of Card payments for the Transaction Types as approved by us;

**Merchant Tax Invoice** means the tax invoice indicating the amounts due by you to us and showing all Transactions processed by us in a particular period;

**Minimum Merchant Commission** means as set out in the Application Form or as amended by us in writing from time to time;

**Net Fees** means the Merchant Commission less any interchange fees that we must pay to the Issuer;

**Parties** means you and us and each of us will be referred to as the Party;

**Payment Scheme** means Visa, MasterCard, UPI, DCI, Discover, JCB or any other applicable card scheme;

**Payment Scheme Rules** means the rules and regulations which regulate participants in the respective Payment Schemes;

**Payment Service Provider** means a service provider that facilitates the routing of Transactions from you to us or provides services to you for the purpose of accepting Card payments for the Transaction Types;

**PCI** means Payment Card Industry;

**PCI DSS** means PCI Data Security Standard, being the technical and operational requirements as set by PCI SSC to protect Card Information;

**PCI SSC** means the PCI Security Standards Council;

**Personal Information** means information relating to an identifiable, natural or juristic person, including but not limited to, information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

**Personnel** means all directors, members, employees, agents, representatives and subcontractors of a Party who are responsible for performing that Party's obligations under this Agreement;

**Petroleum Products** means petrol, oil, oil additives, diesel, fuel, paraffin, petrol additives and other similar motor vehicle products, excluding aviation fuel;

**PIN** means personal identification number, which is a secret number issued to or chosen by the Cardholder which may facilitate a Transaction;

**Prime Rate** means the publicly quoted variable base rate of interest per annum ruling from time to time (as certified by any manager of Stanbic Bank, whose appointment it will not be necessary to prove) at which Stanbic Bank lends on overdraft;

**Process** and all its derivatives means any operation or activity, whether automated or not, concerning Personal Information, including collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information;

**Proprietary Card** means a non-Payment Scheme branded debit or credit Card issued by a Ugandan domestic payment system participant under the authority of the Bank of Uganda;

**Receipts** mean any Receipts identified as such in the applicable Transaction Type Terms;

**Regulatory Authority** means any national, municipal, provincial, other local or administrative government, authority or department, or any agency, tribunal, commission, regulator, self regulatory body or other similar body having jurisdiction over either of the Parties, the subject matter of the Agreement or any part thereof, including without limitation the Central Bank of Uganda;

**Rules** means all Payment Scheme Rules as well as any rules of any Regulatory Authority, PCI SSC or the applicable Issuer, all as amended from time to time;

**SB Group** means us, our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company as at the Effective Date and as amended from time to time;

**Software** means the software loaded onto the Equipment;

**Stanbic Bank** means Stanbic Bank Uganda Limited (registration number P.525), a public company incorporated according to the Laws of the Republic of Uganda;

**Stanbic Bank Mark** means the mark Stanbic Bank and Flag device as owned and registered by us;

**Surcharge** means any amount charged in connection with a Transaction that is not charged if another payment method is used;

**Terminal Rental** means the Fee payable by you to us for the rental of each Equipment, as set out in the Application Form or as advised by us in writing from time to time;

**Terminal Rental Period** means, unless we let you know otherwise, a period of twenty four months per rental of a particular Equipment, starting when such Equipment is rented to you;

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**Termination Fee** means the total Terminal Rental for the remainder of the Terminal Rental Period and the total Minimum Merchant Commission for the remainder of the Initial Period;

**Transaction** means a transaction in terms of which you receive Card payments for the goods or services from the Cardholder and unless we let you know otherwise, includes any Transaction Type;

**Transaction Data** means data about a particular Transaction and would include the value of the Transaction as well as the Card information;

**Transaction Documents** means all documents (physical, electronic or otherwise) for a Transaction, including Card imprints, requests to debit a Cardholder's Card, Authorisation slips, Receipts or proof of delivery;

**Transaction Type** means a type of Transaction for which you can accept Card payments;

**Transaction Type Schedule** means the schedule setting out the Transaction Type Terms for the applicable Transaction Type;

**Transaction Type Terms** mean the terms and conditions for the applicable Transaction Types;

**UPI** means UnionPay International Co. Limited (Registration Number 310000000114651), a company incorporated according to the laws of the Peoples' Republic of China; **Valid** means for:

**A Card:** a Card that is not expired, mutilated, defaced or illegible;

**A Receipt:** a Receipt that has been completed in line with the Agreement, does not breach any provision of the Agreement and contains any other information that we, at any time, notify you should be recorded on it;

**A Transaction:** a Transaction which has been completed in line with the Agreement, does not breach any provision of the Agreement and is not deemed to be an invalid Transaction in terms of the Agreement;

**VAT** means value added tax at the rate specified in the Value Added Tax Act 349;

**Visa** means Visa International Service Association Incorporated, a card association and any of its related companies.

## General

We have defined some words in the Agreement. These words may begin with a capital letter. Singular words include the plural and the other way round.

If any term in any Transaction Type Schedule conflicts with any of the Service Terms, the provisions of the Service Terms will, unless expressly stated otherwise and to the extent only of such conflict, prevail.

The termination of any one Transaction Type Schedule will not affect the validity of any other Transaction Type Schedule or any other part of the Agreement.

Any references to applicable laws or Rules will refer to them as amended from time to time.

Important clauses, which may limit our responsibility or involve some risk for you, will be in bold. You must pay special attention to these clauses.

You agree that you will not use the Merchant Services in contravention of any applicable laws, the Rules or the Agreement.

The Agreement and the relationship between us will be governed by the laws of the Republic of Uganda.

The Agreement will replace all previous agreements entered into between you and us for the particular Merchant Identification Number/s allocated to you.

If any provision of the Agreement is held to be invalid or unenforceable, such provision will be struck from the Agreement and the remaining provisions will be enforced.

Certain clauses as well as any other terms which by their nature should survive will expressly survive the termination of the Agreement.

You are liable for anything that your Personnel (or anyone who could reasonably be taken to be your Personnel) does or does not do.

If we do not exercise or enforce any right or provision of the Agreement, it will not be a waiver (giving up) of such right or provision.

## Our Right to Change the Agreement

We may change the Agreement at any time by sending you a written notice of such changes or by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Material Change, we will try to give you at least thirty calendar days' notice of the Material Change by communicating with you via email.

Your continued use of the Merchant Services will be seen as your acceptance of any change to the Agreement.

## Your General Obligations

In addition to what is set out in the applicable Transaction Type Terms, you must:

- Not set a minimum or maximum Transaction amount to accept a valid Card;
- Keep all systems and media containing Transaction Data (including Transaction documents) in a secure manner in line with best industry practice and as specified in the PCI DSS and the Payment Schemes' data security programs, to prevent unauthorised access or disclosure;
- Let us know immediately of any actual or potential Data Compromise;
- Be aware of and comply with the provisions of the CPA (Card Processing Application) and all other applicable laws in:
  - Carrying on your business;
  - Entering into Transactions; and
  - Performing your obligations under the Agreement;
- On an ongoing basis give documents to us as required in terms of Anti-Money Laundering Act, 2013;
- Make sure that all your Personnel that process Transactions are trained to do so and if so required, we will assist to train your Personnel at a cost as advised by us;
- Not reduce the value of any one Transaction by:
  - Splitting a Transaction into two or more Transactions; or
  - Allowing a Cardholder to purchase items separately;
- Always be alert to the possibility of a Fraudulent Transaction when a customer presents multiple Cards for payment;
- Not in any way state, imply or create the impression that we or any of the Payment Schemes endorse or guarantee any of your goods and/or services;
- Comply with all of our instructions and directions in connection with the use of the IP;
- Not ask a Cardholder to tell you their PIN or any other secret identifier;
- Not process any Transaction using your own Card;
- Let us know immediately if you become aware of or suspect fraud on the part of a Cardholder;
- Respond promptly to inquiries/complaints from Cardholders and resolve any disputes amicably;
- Keep all Transaction documents for at least the Chargeback Period;
- Give us or the Cardholder a copy of any Transaction document when we or the Cardholder ask you to do so or at least within seven calendar days;
- Display all updated Payment Scheme decals at all times where applicable;
- Display such promotional material (including the IP) we may supply to you in such a way that the public can clearly see that you are willing to accept their Cards for payment of goods and/or services. You also consent to us advertising or publishing your acceptance of the Cards or Transaction Types to users or potential users

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of those Cards and/or Transaction Types;

- Give us all the information and help we need about any Transaction or the provision of the Merchant Services;
- Keep enough funds in your Bank Account to cover all the amounts that are due by you in terms of the Agreement, including the Merchant Commission, Fees, Chargebacks and refunds;
- Not add any Surcharge to a Transaction;
- Ensure that your prices are quoted in Ugandan currency;
- Inform us in writing of any changes in and to the nature of your business (including trading name) and do not do anything which may adversely affect the MCC/s that we have allocated to you. If there is any change in ownership of your business, you must notify us of the change and we reserve the right to accept or reject such change. Any change in ownership must be linked to a valid bank account;
- Not change your payment processing systems or Equipment unless we have approved the proposed change to any of them in writing;
- Immediately take action to remedy any default or non-compliance of which you become aware and promptly notify us when you expect to be able to remedy the default or comply, as the case may be;
- Comply with all manuals, guides or directions given by us, any Payment Scheme or Regulatory Authority about the Merchant services;
- Not present Transactions to us for processing that you know or should have known are unauthorised or Fraudulent;
- Not take any action that may cause us to lose any of the services from our telephone or data service providers, Payment Service Providers, or other service providers;
- Maintain and operate any merchant software in line with all the requirements as notified by us, any Payment or Regulatory Authority;
- Only use the services of a Payment Service Provider approved by us in writing. The Payment Service Provider must be PCI DSS compliant. The use of the Payment Service Provider is at your own risk; and
- Comply with the Rules as amended from time to time.

Your obligations in terms of this clause will survive the termination of the Agreement.

### **Our Obligations**

We will:

- Maintain and service all Equipment we rent to you in terms of the Equipment Rental Schedule, provided you have paid the monthly Terminal Rental, Merchant Commission and the Fees as set out in the Agreement;
- Give you Merchant Identification Number/s and MCC/s after we have approved your application;
- If requested by you and at a cost as advised by us, we will ensure that training is given to at least one of your key Personnel on the use of the Equipment and on the processing of any Transactions; and
- Give value to you for all valid Receipts in terms of the Agreement, without prejudice to any rights that we may have against you.

### **The Rules**

You agree that you will be bound by all applicable Rules. You also acknowledge that the Payment Schemes and Regulatory Authorities publish and make available updated rules and regulations, bulletins, alerts and directives from time to time. It is your responsibility at all times to review and comply with any publications that may apply to you for compliance with the Rules and the Agreement. We will make any of these documents available to you on request.

### **Transaction disputes**

You acknowledge and agree that any disputes that you may have with a Cardholder about any Transaction will be settled entirely between you and the Cardholder.

### **Authorisations**

For any Transaction, you must:

- Make sure that the Cardholder has authorised the Transaction and the use of the Card, Card Information and/or PIN (where applicable); and
- Get Authorisation from us when accepting a Card for any amount.

For any Transaction requiring goods to be shipped or services to be provided, you may get Authorisation from us up to seven calendar days before the date on which the goods and/or services are actually shipped or performed (**Pre-Authorisation**). If your delivery of goods is not completed or services are not performed within seven calendar days of the date of such Authorisation, then that Pre-Authorisation will expire and you must get an Authorisation for the balance of the Transaction for which delivery of goods has not been completed or services have not been performed.

If you do not get Authorisation and the Transaction is honoured by the Issuer, such honouring will not relieve you of your obligation to get Authorisation for further Transactions. You acknowledge that the Issuer may decline an Authorisation without giving an explanation or reason for their decision.

An Authorisation granted by an Issuer merely indicates that the Cardholder has enough funds for the Transaction at the time. Such Authorisation does not warrant:

- That the Card or Card Information is valid; or
- That the person presenting the Card or Card Information for payment is authorised to do so; or
- That payment by the Issuer of the value of the Authorised Transaction will not be subject to a Chargeback to you.

### **Presentation of Valid Receipts for Payment**

Subject to this Agreement, we will credit your Bank Account with the amount of valid and correctly completed and processed Receipts within three Business days of their submission. The payment of this credit will not deprive us of our right to effect Chargebacks or to cancel payment of invalid Transactions.

We will have the right to delay payment or withhold payment of any credit due to you where the credit is greater than our internal and confidential risk detection parameters.

By presenting a Receipt for processing and payment, you warrant that:

- The information on the applicable Receipt is correct;
- You have supplied the goods and/or services to the value stated on the Receipt to the Cardholder;
- The Transaction was authorised by the Cardholder;
- No fictitious Transaction was processed by you to increase your cash flow;
- The Transaction is not invalid; and
- You have complied with all the terms of the Agreement.

### **Authenticated Transactions**

Subject to the Issuer following applicable Payment Scheme Rules for authentication, if you send an Authenticated Transaction which is then processed by us, the risk of Chargebacks to you will be reduced.

You acknowledge and agree that:

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- Authenticated Transactions are based on Payment Scheme Rules which may change from time to time. You agree to comply promptly with any changes introduced by the Payment Schemes or by us;
- If you send us a non-Authenticated Transaction or an incomplete or failed Authenticated Transaction, you do so at your own risk and understand that in doing so we may Chargeback the Transaction to you on the basis that the Cardholder alleges that they did not purchase the goods or services from you.

### Invalid Transactions

A Transaction will be seen as invalid if:

- The transaction it records is illegal or Fraudulent;
- We have asked you not to accept the Card or other payment in question;
- If applicable, the Cardholder has given you a Card but there is no signature on the Receipt or the signature on the Receipt is different from that on the Card;
- The applicable Receipt differs from the copy handed or sent to the Cardholder;
- The Card is not valid (as defined below);
- You add a Surcharge to a Transaction or you charge a price for a Transaction that is higher than your normal prices;
- A Transaction was not Authorised;
- You did not keep to the terms of the Agreement (including the warranty made by you when you presented payment);
- It shows an Authorisation given seven calendar days or more before the date of the Transaction;
- You do not give us the applicable Transaction documents when we request it;
- You did not provide the Cardholder with the goods or services covered by the Transaction or the goods or services are faulty or incomplete; and/or
- It is or may be subject to a Chargeback in the Chargeback Period.

We may withhold payment for invalid Transactions for the Chargeback Period or set the payment off against any Chargeback requests at any time.

Despite any provision to the contrary, we may, in our sole discretion, treat any of the above Transactions as valid.

If a Transaction is invalid as set out in these Service Terms, we will have the right to debit your Bank Account with the invalid Transaction (or delete such invalid Transaction, if we detect it before settlement).

### Fees

You must pay the Merchant Commission and other Fees to us.

We may change the Merchant Commission and/or other Fees or the way we collect such Fees (in other words from once a month to every day) on notice to you.

We may introduce new Fees on notice to you.

We may, for any overdue amounts under the Agreement, charge you interest at the Prime Rate. Such interest will be due and payable immediately and calculated from the date of the Transaction. Interest is calculated on a daily basis on the outstanding balance and charged monthly in arrears.

### Chargebacks

We may decide to Chargeback to you any amount for any Transaction or part of it if:

- The Transaction is invalid;
- The Cardholder disputes their liability for any reason (other than in the case of a valid and correctly processed Authenticated Transaction);
- You or your Payment Service Provider disable any Authenticated Procedure in respect of such Transaction;
- We dispute liability for any valid reason; and
- A Chargeback is effected in terms of the Rules.

If we have accepted any Transaction in terms of the Agreement it is not binding on us and we may Chargeback the Transaction amount or part of it to you at any time (or delete such Transaction, if we become aware of it before settlement). Notice of the Chargeback will have an explanation and, if needed or available, supporting documents. We will give you the opportunity to advise us why such Chargeback should not be effected.

If we Chargeback any Transaction or part of it in terms of the Agreement, you will have to pay us a Chargeback fee (if applicable) and interest on such amount from the date of the Transaction until we receive payment. This clause will survive the termination of the Agreement.

### Our Authority to Debit Your Bank Account

You are liable for and irrevocably authorise us to debit your Bank Account with:

- The Merchant Commission and any Fees;
- Any Chargebacks;
- Any refunds which you did not process;
- Any overpayments made to you due to errors or omissions, whether the errors were made by us or you;
- The value of all Transactions processed by you which we believe, in our sole discretion are invalid;
- Any interest payable by you to us on any sum due to us;
- The cost of any new Equipment if we are not able to collect it from you for any reason, or if such Equipment is in an unsatisfactory condition, fair wear and tear excluded, when the Agreement terminates;
- The cost of any Equipment that is lost, stolen or damaged beyond repair while in your possession. If we have to replace the Equipment you will be charged the replacement value as advised by us; and
- Any fines imposed by any Payment Scheme or any Regulatory Authority on us where you do not comply with the Rules or applicable laws and or because of any act or omission by you, as advised by us to you.

Where you do not have enough funds in your Bank Account to allow us to debit the Merchant Commission, Fees and other amounts set out in this clause, you authorise us to deduct such amounts from any other bank account that you have with us or from any investment held with any third party.

You authorise us to set off any debits due by you in terms of the Agreement against any credits due to you.

This clause will survive the termination of the Agreement.

### Correct Bank Account Details

We must have the correct banking details on record for you to ensure you are paid correctly in terms of the Agreement. If we do not hear from you within sixty calendar days after our first payment to you, then we will assume that the credits due to you in terms of the Agreement are being deposited by us into the correct bank account. **We will not be responsible if you do not let us know timeously that your credits are not being paid into the correct bank account.**

### Change of Bank Account Details

You must notify us in writing of any change to your Bank Account. Unless we let you know otherwise, this change will become effective within seven Business days of us

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receiving such change.

#### **Monthly Tax Invoice**

We will send you the Merchant Tax Invoice every month by email.

**If you do not receive a Merchant Tax Invoice for any reason, it does not give you the right to refuse or fail to pay any amount that is due to us.**

#### **Your Responsibility to Check the Merchant Tax Invoice.**

You must carefully check each Merchant Tax Invoice that you receive and confirm that all information on the Merchant Tax Invoice is accurate and correct. You must also check that the balance in your Bank Account corresponds with the actual credits due to you in terms of the Merchant.

You will have up to sixty calendar days from the date of a Merchant Tax Invoice to do this. **We will not be responsible for any errors or omissions that are brought to our attention more than sixty calendar days after the date of the Merchant Tax Invoice.**

This clause will not affect our right to claim any overpayments made to you in error or any other amounts that may be due to us in terms of the Agreement.

#### **Indemnity**

**You indemnify us against any Losses and/or Claims of any nature that we may suffer or incur or for which we may be held responsible as a result of or in connection with:**

- **Your failure to comply with any of your obligations under the Agreement, the Rules, CPA and/or any other applicable laws;**
- **You giving us any incorrect or misleading information or you withholding any information that would have made any information given to us incorrect or misleading;**
- **Any action taken by us, any Payment Scheme or any Regulatory Authority as a result of any act of, or omission by, you (including non-compliance with the PCI DSS), including any fees, fines, penalties or other amounts imposed by a Payment Scheme or any Regulatory Authority on us as a result of any such act or omission; and**
- **Any dispute between any or all of us, you, any Cardholder and any third party as a result of your breach of any of the terms of this Agreement.**

This clause will survive the termination of the Agreement.

#### **PCI DSS Compliance**

You acknowledge and warrant that you have read and understand and will strictly comply with the PCI DSS as amended from time to time.

You must give us annually and if we ask you to do so, proof of your PCI DSS compliance and/or any data records pertaining thereto.

If there is an adverse change to your PCI DSS compliance, you must let us know within one month from the date on which such event occurred and what steps have and/or will be taken by you to restore the original PCI DSS certification.

If you breach any obligation under this clause it will be deemed a material breach of the Agreement.

This clause will survive the termination of the Agreement.

#### **Closure, Restricted activity or Suspended access to your Bank Account**

We have the right to close, restrict activity or suspend access to any of your bank accounts held with us, if we in any way know or suspect that your bank accounts are being used fraudulently, negligently or for illegal activities, or if we must do so to comply with any applicable laws or the Rules.

#### **Limitations on you Closing your Bank Account**

You may not evade an investigation by closing your Bank Account. If you close your Bank Account while we are conducting an investigation, we may hold your funds to protect us, the Payment Schemes, any Regulatory Authority, the SB Group or a third party against the risk of Losses and Claims. You will have to pay all charges related to your Bank Account even after it is closed.

#### **Representations and Warranties**

You warrant to us that:

- You have full capacity and authority to enter into the Agreement and to perform all of the obligations recorded in the Agreement;
- the Agreement will, when executed, form valid and binding obligations on you;
- If you perform your obligations under the Agreement it will not cause a breach of any other agreement to which you are a party;
- You are not aware of anything which might or will adversely affect your ability to perform your obligations under the Agreement;
- All information given to us by you is true, accurate and complete in all respects;
- You have obtained and will maintain for the conduct of your business, all the necessary consents, registrations, filings, certificates, licences, approvals, permits and insurances;
- The performance of your obligations under the Agreement will fully comply with applicable laws and rules; and
- If applicable, you are not aware of any circumstances which may result in you starting liquidation/receivership proceedings.

The Agreement will bind you as you are presently constituted and all your successors in title and assignees, if any.

This clause will survive the termination of the Agreement.

#### **Confidentiality**

You will receive information about or from the Cardholders (including the Data):

- Which you will treat as confidential;
- In terms of which you will comply with all PCI DSS requirements and any other Rules or applicable laws, as amended from time to time; and
- In terms of which you will disclose only to parties involved in the Transaction and then only as is necessary to give effect to the Transaction.

You must not disclose to any person or use any information that we tell you about us or our business unless we give you permission in writing. This does not prevent you from giving out any information which is public knowledge or if you are legally compelled to do so.

You will keep all systems and media containing Data in a secure manner to prevent access by or disclosure to anyone other than us or your authorised Personnel.

You must destroy in a manner that will make the Data unreadable, all media that is no longer necessary or appropriate to store.

**You will at all times be liable for any Losses resulting from any misuse of Data by you, any failure to keep Data secure or a Data Compromise.**

If you intend to publish any material about the Agreement (including any intellectual property), in any form, or make any other public statement of any nature which could reasonably be expected to be published in any media about the relationship or the subject matter of the Agreement, you must first send it to us in draft form for approval.

If the Agreement terminates for any reason you must promptly return to us and permanently delete from all computer and/or electronic media, all information and materials

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that we have given to you pursuant to the Agreement (including all copies).

If you breach any obligation under this clause it will be deemed a material breach of the Agreement.

This clause will survive the termination of the Agreement.

### **Data Protection**

You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below.

If you give us Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you confirm that you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.

You consent to us Processing your Personal Information:

- To provide products and services to you in terms of this Agreement and any other products and services for which you may apply;
- To approve you as a Merchant or to enable you to process a particular Transaction Type;
- Process your Transactions;
- To comply with any applicable laws or Rules;
- To monitor your compliance with the Agreement;
- To carry out statistical analyses to identify potential markets and trends;
- To evaluate and improve our business (this includes improving existing and developing new products and services);
- In countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;
- By sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services;
- By sharing your Personal Information with any Payment Scheme, Regulatory Authority or other financial institutions in the Common Monetary Area;
- By sharing your Personal Information with MATCH (Member Alert to Control High-Risk Merchants System), MPRS (Merchant Performance Reporting Service), HMT (Her Majesty's Treasury), OFAC (Office of Foreign Asset Control), UNSC (United Nations Security Council), MINEFI (the Ministry of Economy, Finance and Industry (France)) or any other sanctions issuing body, all as amended from time to time;
- Where applicable by sharing your Personal Information with any entity that referred you to us, for the specific and express purpose of calculating the referral commission due to such entity; and
- Within the Group.

You will find our Processing practices in the Group's and our privacy statements. These statements are available on the Group's websites or on request.

If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live, you should get independent advice.

### **Intellectual Property**

We will grant you the right to use the IP, only in a manner approved, in writing, beforehand by us.

You must respect the trademark and other Intellectual Property rights contained in the IP and must not infringe such rights.

If and to the extent that the performance of our obligations under this Agreement requires you (or your licensors) to grant us a licence or such other rights to any Intellectual Property then, you grant us such licences or other rights as may be required. To this end, where the Intellectual Property referred to in the context of this clause does not vest in you, you warrant that you have the right to sublicense or grant such other rights in and to the Intellectual Property referred to in the context of this clause to us for purposes of the Agreement.

If the Agreement terminates for any reason, the rights granted to you will end immediately and you must immediately stop all use of the IP.

If you breach any obligation under this clause it will be deemed a material breach of the Agreement.

### **Anti-Bribery and Corruption**

You shall ensure your officers, employees, or directors in any of your activities in connection with the performance of this Agreement comply with all applicable anti-bribery and anti-corruption laws. In the event of failure to comply, we shall have the right to terminate this Agreement or report the failure to comply to a relevant regulatory body or law enforcement agency. This termination right shall be our sole remedy in case of your failure to adhere to this clause.

### **Nature of Relationship**

The Agreement does not create a partnership, joint venture or agency between you and us and we will not be liable for your debts, irrespective of how they were incurred.

### **Termination and Suspension**

You may terminate the Agreement at any time after the Initial Period, on one month's written notice to us.

Where:

- You terminate, or you have deemed to have terminated, the Agreement, or any part of it, before the end of the Initial Period (other than as a direct result of us having breached our obligations under the Agreement); or
- We terminate the Agreement before the end of the Initial Period because you have not met your obligations under the Agreement, then you must immediately pay to us all the Fees and any other amounts that are payable by you under the Agreement.

We may immediately terminate or suspend the Agreement and/or your use of the Merchant Services and/or any part of the Agreement and/or the Merchant Services (including the acceptance of any Card and/or any Transaction Types) at any time.

This may include, without limitation, if:

- You take steps to place yourself, or you are placed in liquidation, whether voluntary or compulsory or under judicial management, in either case whether provisionally or finally;
- You take steps to deregister yourself or you are deregistered;
- A force majeure event occurs;
- You cease or threaten to cease business for any reason;
- You commit an act which would be an act of insolvency as defined by the Insolvency Act of 2011 from time to time if it was committed by a natural person;
- You do not satisfy a judgement for more than UGX 230,000,000 (Uganda Shillings Two Hundred Thirty Million) entered against you within twenty-one days after you become aware of the judgement;
- You breach any of the terms of the Agreement and (if such a breach is remediable), you do not remedy that breach within five Business days of us notifying you of the breach;

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- If we suspect, in our sole discretion, that you have committed fraud or you are a party to a Fraudulent Transaction;
- We are asked to do so by any Payment Scheme or Regulatory Authority or pursuant to the Rules or any applicable laws;
- We suspect fraud or illegal, unauthorised or improper conduct or that you are responsible for a Data Compromise;
- We suspect that we, any Payment Scheme or Regulatory Authority are exposed to any risk through your use of the Merchant Services;



solicit any favour from any of our Personnel.

If you breach this obligation it will be deemed a material breach of the Agreement.

#### **Audit**

We may at our discretion audit your compliance with the Agreement. This will include our right to audit, without limitation:

- Your compliance with the PCI DSS and any other data protection policies;
- Your financial condition (including your financial statements);
- Your premises and systems (including finance systems);
- Your physical and information technology security in place.

Any such audit will be carried out on reasonable notice to you and in a reasonable way so as to cause as little disruption as possible to your business. We may allow any Regulatory Authority or Payment Scheme and any person appointed by such entities to participate in any audit and to receive the results of that audit. Where we have reasonable grounds to believe that you are not complying with your obligations under the Agreement, we may carry out an audit without prior notice. You must, at no cost to us, give all assistance reasonably asked for in relation to any audit, including access to your Personnel, records and premises. We may also engage third party advisers (including internal or forensic auditors), at our costs and discretion, to audit your compliance with the Agreement.

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**Transaction Type Schedule:**  
**Card not Present Transactions (E-commerce)**

These terms and conditions apply to Card not Present Transactions (E-commerce). You must read these Transaction Type Terms together with the Application Form and Service Terms.

**Please read these Transaction Type Terms carefully as they contain exclusions and limitations of our liability that affect you and impose legally binding obligations on you. It is your responsibility to decide whether the Merchant Services are suitable and adequate for your needs. Other than provided for in terms of applicable law or the rules, you assume all risks associated with your use of the Merchant Services.**

**Definitions**

**3D Secure** means Verified by Visa and/or MasterCard Secure;

**Authenticated Procedures** means authentication procedures approved by the Payment Schemes that are used to authenticate, accept and process a Card not Present Transaction and includes 3D Secure;

**Authenticated Transactions** means, for purposes of the Agreement, as set out in the Service Terms and includes any Card not Present Transaction that is authenticated by an Authenticated Procedure;

**Card not Present Receipt** means a Receipt that is used to prove a completed Card not Present Transaction and is sent electronically as an SMS or email to the Cardholder (and you, where applicable);

**Card not Present Transaction** means a Transaction where the Cardholder presents their Card Information (and not the physical Card) to you to process that Transaction at the point of sale; or you are not present at the time the Transaction is processed. A Card not Present Transaction includes an E-commerce Transaction;

**E-commerce Transaction** means a Card not Present Transaction entered into by a Cardholder with you through your website;

**MasterCard SecureCode** means a payment authentication system used to authenticate, accept and process Card not Present Transactions and which complies with MasterCard's protocols;

**Receipt** means, for purposes of the Agreement, as set out in the Service Terms and includes a Card not Present Receipt;

**SMS** means a short message service, which is a communication protocol that allows the interchange of short text messages between mobile phones;

**Transaction Type** means, for purposes of the Agreement, as set out in the Service Terms and includes a Card not Present Transaction (an E-commerce Transaction), including an Authenticated Transaction;

**Verified by Visa** means a payment authentication system used to authenticate, accept and process Card not Present Transactions and which complies with Visa's protocols.

**Please note the following risks of accepting this Transaction Type:**

- **By choosing to process Card not Present Transactions (that are not Authenticated Transactions), you accept the increased risk of processing Transactions where there is no physical Card and the Cardholder's identity or authority may at a later time be questioned:**
- **Payments we make to your Bank Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Claim or is otherwise invalidated. This means that a payment may be reversed from your Bank Account after you have provided the Cardholder with the goods or services**
- **We may suspend or limit your access to your Bank Account or the Transaction Type (including the acceptance of any Card) and/or limit access to your funds if you breach the Agreement or any part of it**
- **You are responsible for understanding and complying with any and all applicable laws and the rules that may apply to your acceptance of this Transaction Type.**

**General**

The Service Terms and Application Forms are incorporated by reference and unless stated otherwise in this Schedule, these Transaction Type Terms will be subject to those Terms and Conditions, including the definitions and rules of interpretation contained in them.

The termination of any Card type under a Transaction Type Schedule will not affect the validity of the acceptance of any other Card type provided under such Transaction Type Schedule or any other part of the Agreement.

**Your obligations**

In addition to what is set out in the Service Terms, you must:

- Perform all obligations to Cardholders for a Card not Present Transaction immediately after any Transaction has been successfully completed (including the dispatch or fulfilment of goods or services that you have agreed to supply);
- Not submit the Card not Present Transaction for payment to us until the goods are shipped or the services are performed, unless the Cardholder has agreed to delayed delivery of goods or performance of services and this was properly explained to the Cardholder at the time of the Transaction;
- Make sure that all Card not Present Transactions are processed online so that they can be Authorised;
- Make sure that a Receipt is given or sent to the Cardholder for every Card not Present Transaction.

**Additional undertakings for E-commerce Transactions:**

- Do not disclose encryption certificates, Card Information or other security features to any third party;
- Make sure that the Receipt given to a Cardholder for an E-commerce Transaction has details of your website address and email address;
- **Make sure that your website contains the following information: Details of the price of the goods and services that you offer,**
  - Applicable Taxes and shipping costs quoted in Ugandan currency;
  - Details of your customer services telephone number and physical address; Your refund/return policy,
  - Cancellation policy, Delivery policy and
  - Your security and privacy policy;
- Make sure that your website is enabled for any or all of the Authenticated Procedures as approved by us in writing. You acknowledge and agree that to participate in the Authenticated Procedures you must:
  - Be enabled to accept E-commerce Transactions;
  - Have your payment processing system and equipment and those of any Payment Service Provider you want to use approved by us;
  - Keep any password secure and do not disclose it to any third party who has not been authorised by you or us;
  - Make sure that the order form on your website makes filling in the following fields compulsory and that you keep such information (other than the CVV and expiry date of the Card, which information must be captured but not kept) for one hundred and eighty days (or three hundred and sixty five days in the case of a UPI Card) from the date of the E-commerce Transaction:
- Card type tick box;

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- The Cardholder's name as it appears on the Card;
- The Cardholder's Card number;
- The CVV;
- The expiry date of the Card;
- The Cardholder's billing and delivery address;
- The Cardholder's contact telephone number, fax number and email address (where applicable);
- The amount of the E-commerce Transaction in Ugandan currency;
- The date of the E-commerce Transaction;
- Your name,
- Web address,
- Description of the goods or services bought.

## Transaction Type Schedule:

### Point of sale Transactions

The following terms and conditions apply to POS Transactions. You must read these Transaction Type Terms together with the Application Form and the Service Terms.

#### Please note the following risks of accepting this Transaction Type:

- **Payments we make to your Bank Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Claim or is otherwise invalidated. This means that a payment may be reversed from your Bank Account after you have provided the Cardholder with the goods or services.**
- **We may suspend or limit your access to your Bank Account or the Transaction Type (including the acceptance of any Card) and/or limit access to your funds if you breach the Agreement or any part of it.**
- **You are responsible for understanding and complying with any and all applicable laws and the Rules that may apply to your acceptance of this Transaction Type.**

#### Definitions

**Authenticated Transaction** means, for purposes of the Agreement, as set out in the Service Terms and includes any POS Transaction that is authenticated by you verifying, where applicable, that:

- the signature on the Receipt is the same as that on the back of the Card presented by the Cardholder;
- the Cardholder enters their PIN for all Chip Card Transactions as prompted by the Equipment;

**Card** means as set out in the Service Terms and includes a Contact Card and a Contactless Card;

**Cashback** means cash given by you to a Cardholder through the use of their Card on your POS device, which Cashback is processed as a POS Transaction;

**Contact Card** means any Card that allows the Cardholder to present their Card to you for payment by swiping the Card through or inserting the Card into the POS device;

**Contactless Card** means any Card that allows the Cardholder to present their Card to you for payment by means of radio frequency or infrared technology through the contactless interface provided by the POS device. A Contactless Card can also be a Contact Card;

**Equipment** means, for purposes of the Agreement, as set out in the Service Terms and includes the POS devices, PEDs and/or imprinters, as set out in the Application Form. Unless we advise you otherwise, any reference to Equipment includes the Software;

**Fallback** means the processing of a POS Transaction by Magnetic Stripe technology where Chip technology is not available or working;

**Forecourt Software** means software loaded onto the POS device specifically for the acceptance of Cards for Petroleum Products;

**Imprinter** means a Stanbic Bank owned imprinting Card machine;

**Manual Card Entry** means a function on the POS device where you manually enter the Card Information into the POS device by using the Supervisor PIN (instead of swiping the Card through or inserting the Card into the POS device);

**Offline** means the processing of a POS Transaction through manually on the POS device and obtaining an imprint as laid out. Authorisation must be obtained telephonically, failing which an Offline POS Transaction will not be accepted;

**Online** means the real-time processing of a POS Transaction directly from the POS device to the Issuer;

**PED** means the PIN entry device used by the Cardholder in a POS Transaction to enter their PIN;

**Petroleum Products** means petrol, oil, oil additives, diesel, fuel, paraffin, petrol additives and other similar motor vehicle products, excluding aviation fuel;

**Phone for Approval** means a function displayed on the POS device for you to call for Authorisation;

**POS device** means a point of sale device that captures, transmits and electronically authorises Transaction Data. A POS device includes a standalone POS device, integrated POS device and mobile POS device;

**POS Transaction** means a point of sale Transaction done through a POS device or an Imprinter where the Cardholder presents their Card to you when processing that Transaction;

**POS Transaction slip** means a voucher which is electronically generated by a POS device;

**Receipt** means, for purposes of the Agreement, as set out in the Service Terms and includes a POS Transaction slip or Sales voucher;

**Sales voucher** means a voucher supplied by us which is used with the Imprinter for Manual Card Entry Transactions or Offline POS Transactions and must have an imprint of the Card;

**Software** means as set out in the Service Terms and for purposes of accepting Card payments for the Petroleum Products, it specifically includes the Forecourt Software;

**Supervisor PIN** means the personal identification number issued to you which can be used to override certain functions of the POS device;

**Transaction Type** means, for purposes of the Agreement, as set out in the Service Terms and includes a POS Transaction and a Cashback.

#### General

The Service Terms and Application Form are incorporated by reference and unless stated otherwise in this Schedule, these Transaction Type Terms will be subject to those terms and conditions, including the definitions and rules of interpretation contained in them.

The termination of any one Card type under a Transaction Type Schedule will not affect the validity of the acceptance of any other Card type provided under such Transaction Type Schedule or any other part of the Agreement.

#### Your Obligations

In addition to what is set out in the Service Terms, you must:

- Honour all valid Cards (as defined in the Service Terms) properly presented by Cardholders for payment;
- Make sure that each Card is a valid Card (as defined in the Service Terms);
- Only use POS Transaction slip tally rolls and Sales vouchers as specified or approved by us;
- Get the signature of the Cardholder where stipulated on the Receipt;
- Where applicable, check that the Card number embossed or printed on the Card is the same as the Card number shown on the Receipt;
- Make sure that the signature on the Receipt (if any) is the same as that on the back of the Card presented by the Cardholder;
- Make sure that the Cardholder enters their PIN when prompted by the POS device or PED;
- Make sure that Card details are only captured on a POS device;
- Make sure that all POS Transactions are processed Online so that they can be Authorised. If, for any reason, the POS device is Offline, a debit Card may not be accepted;
- Not deliberately cause a situation in which a POS Transaction is processed through Fallback, whether by interfering with the POS device or otherwise;
- If the signature panel on a nominated Card is blank, in addition to getting Authorisation for the POS Transaction, you must ask the Cardholder for more identification information but not record it. If you are satisfied that the information given is true and correct and that the Cardholder resembles the person in any photograph intended for identification on the nominated card, you must ask the Cardholder to sign the nominated Card;
- Give the Cardholder a copy of the Receipt immediately after completing the POS Transaction;
- make sure that the POS device is switched on at all material times and that the communication links are active;
- Where applicable and at least on a weekly basis perform a "Z" report on the POS device so that the software on the POS device can be updated on a regular basis or when updates are available;
- Make sure that any POS device that you use to accept POS Transactions is EMV certified by the respective Payment Schemes and approved by us in writing. **If you**

- **do not do so, we will have the right to effect Chargebacks for which you accept liability;**
- Report faulty or damaged Equipment to us within twenty four hours.

**Additional Undertakings for Manual Card Entry:**

- Only proceed with Manual Card Entry where we have enabled you to do so. A Manual Card Entry can only be processed where you, the Cardholder and the Card are present but where the POS device cannot read the Chip or Magnetic Stripe of the Card in question;
- Enter the Card details (Card number and expiry date) and value of the Transaction into the POS device, so that it can be printed on the POS Transaction slip;
- In all cases, control and be responsible for the security of the Manual Card Entry;
- Get an imprint of the Card by means of an Imprinter to prove that the Card was present at the time of the sale;
- Only use Imprinters specified and approved by us.

**We have the right to remove the Manual Card Entry facility and Phone for Approval facility on the POS device without giving you notice.**

**Where the POS Device is Offline:**

- Only proceed with an Offline POS Transaction where we have enabled you to do so. An Offline POS Transaction can only be processed where you, the Cardholder and Card are present but where the POS device is not functioning;
- Get Authorisation telephonically, as indicated by Phone for Approval or where the POS device is Offline;
- Record the Card details (Card number and expiry date), including the Authorisation code number and value of the Transaction directly onto the Sales voucher;
- Use the Imprinter to take an imprint of the Card as confirmation that the Card was present (the imprint must be legible). You may not make a copy of the Card;
- Make sure that the Cardholder signs the Sales voucher (the signature on the Sales voucher must match the signature on the back of the Card);
- Make sure that all relevant Transaction Data from the Offline Transaction are recorded on the POS device through a Manual Card Entry as soon as the POS device is functioning but no later than 3 Business days after the original Transaction was processed.

**You acknowledge and agree that there is always a risk that a POS Transaction where you get Authorisation telephonically may be Charged back to you and that you are and will be fully liable for such Transaction. You accordingly indemnify us against any Losses or Claims of any nature that we may suffer or incur or for which we may be held responsible as a result of or in connection with you processing Offline POS Transactions or Manual Card Entry.**

**Cashback Procedure**

If we have enabled you to process a Cashback for a Cardholder as part of a POS Transaction, you must comply with all our requirements and instructions from time to time relating to the processing of such Cashbacks, including that a Cashback can only be processed when you, the Cardholder and the Card are present and only as part of a POS Transaction;

Unless we let you know otherwise, we will not charge you Merchant Commission in respect of any Cashback processed by you provided that you comply with our instructions.

**Acceptance of Cards for Petroleum Products**

If we have enabled you to accept Cards for Petroleum Products, then we will load the Forecourt Software onto the POS device. In addition to your other obligations as set out in this Service Schedule, you must record on the POS Transaction slip the registration number of the vehicle for which the Petroleum Products have been bought. In addition the POS Transaction slip must have the petrol pump attendant’s signature.

\_\_\_\_\_  
Thus Done and Signed at

\_\_\_\_\_  
Signature  
For Stanbic Bank Uganda who Warrants that He/She is Duly Authorised Hereto

On (Date)

(Print Name and Surname)

\_\_\_\_\_  
Signature  
For the Merchant who duly Warrants that He/She is Duly Authorised Hereto

**Witnesses**

\_\_\_\_\_  
1) Signature

\_\_\_\_\_  
2) Signature

(Print Name and Surname)

(Print Name and Surname) (Print Name and Surname)

For Office Use only

Confirmation of visit to client to verify physical business address or residential address (where applicable) and trade name of the applicant. I \_\_\_\_\_

\_\_\_\_\_ (Name of Bank Consultant) in my capacity as \_\_\_\_\_  
(Designation) hereby confirm that I have visited the business premises of:

\_\_\_\_\_ (Business Name)

Located at \_\_\_\_\_

(Business

Address)

On \_\_\_\_\_

(Date of Visit)

And I am in a position to verify that:

- The business in question as noted above is being operated out of the address visited
- The business in question is using the trade name that as indicated on the application

Signed \_\_\_\_\_

Personnel Number \_\_\_\_\_ Dated \_\_\_\_\_

For Office Use only

In-Country Fraud Inspection Performed by \_\_\_\_\_ (FCC Member Name)

Approved/Declined (Delete which is not Applicable)

Date of Approval \_\_\_\_\_