



Terms and Conditions for The Provision of Zanaco Merchant Services on Point of Sale Terminals

These Ts & Cs are applicable between **Zambia National Commercial Bank Plc** a company incorporated under the Companies Act, 2017 and licensed under the Banking and Financial Services Act, 2017 as a commercial bank having its principal office at Plot 2118–2121 Cairo Road Lusaka (hereinafter called **"the Bank"**) of the one part, and all Merchants with a valid **Merchants Agreement** with the Bank. (hereinafter called **"the Merchant"**) of the other part.

Collectively, the Bank and the Merchant shall be called the Parties, individually, the Party

WHEREAS these Ts & Cs provide for terms and conditions upon which the Merchant shall accept all Visa, MasterCard and Union Pay International (UPI) debit and credit cards as a form of payment for goods and services

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. INTERPRETATION

1.1. In the Agreement, unless clearly inconsistent with or otherwise indicated by the context-

"Card" means all debit and credit cards

"Cardholder" means the person to whom a card has been Issued:

"Card Issuer" means the bank that issued the Card.

"Card Schemes" means Visa, MasterCard, Amex, Diners, UPI and any other applicable card scheme and Card Scheme means any of them, as the context requires

Card Scheme Rules means the rules and regulations which regulate participants in the respective Card Schemes as may be amended from time to time;

"Chargeback" means return of card paying instruction by the Issuing Bank as a result of a Cardholders dispute or suspected fraudulent transaction

"Electronic Authorisation Function" means a facility whereby an authorization for a transaction may be obtained from the Bank by means of electronic linkage with the computer network of the Bank by using the POS-TERMINAL and

resulting in the electronic transfer of funds;

"Electronic Transaction" means a transaction effected by a POS-TERMINAL and resulting in the electronic transfer of funds:

"Debit Card(s)" means any Visa/MasterCard/UPI proprietary plastic card providing online access via a POS-TERMINAL to the cardholder's account with the Bank allowing debit card transactions from the said account resulting in the immediate debiting of the cardholder's account with the total amount of the debit card transactions effected.

"Debit Card Transaction" means the purchase of goods and/or services, cash back effected by the cardholder with the debit card.

"PAN" means Primary Account Number which is on a card

"Issuing Bank" means the bank that issued the debit card to the Card holder

"PIN" means the Personal Identification Number issued to the cardholder by the Card Issuer.

"PIN PAD" means a device, supplied by the Bank to the Merchant which is linked to a Point-of-Sale terminal and enables a cardholder to key in his/her PIN in order for PIN verification to be performed by the Banks computer in order to conclude a transaction performed on the terminal.

"POS Service" means the Electronic Funds Transfer Point of Sale service provided by the Bank to the Merchant which enables the Merchant to capture and dispatch data electronically by means of electronic Interface with the Bank's computer network.;

"POS TERMINAL" means the electronic Point-of-Sale Terminal at the point of sale which is linked by electronic interface to the Bank's computer network and which has been supplied by the Bank to the Merchant.

"Merchant Agreement" means the directives given by the Bank to the Merchant as amended from time to time:

"Merchant discount" means a portion of the total value of a Card transaction effected by the Merchant and payable to the Bank;
result of card holder dispute/fraudulent transaction

"Third Party" shall mean any person other than the Bank or the Merchant, the Merchant's employee and the Merchant's authorised agents

2. TERMS AND CONDITIONS

These Ts & Cs will be read and considered together with the Merchant Agreement which shall form an integral part hereof. The Terms and Conditions regulate the relationship between the Parties hereto and have to be read in conjunction with the Zanaco Account Opening Terms and Conditions. The Merchant must read and understand these Terms and Conditions carefully. The Terms and Conditions are available on the Bank's website and shall be updated from time to time. The Merchant will be notified in the event that they are updated.

3. HONOURING OF CARDS

3.1. The Merchant undertakes to honor each valid card that is presented by the rightful Cardholder to the Merchant for payment of goods and/or services.

3.2. The Merchant undertakes to supply the goods and/or services at a price not exceeding the Merchant's normal cash price in respect thereof and not to discriminate against any cardholder by adding any surcharge or by setting a minimum or maximum transaction amount as a condition for honoring any Card payment.

3.3. The Merchant may not make cash disbursements.

3.4. The Bank shall pay to the Merchant the value of all goods and/or services supplied by the Merchant after the posting of an Electronic Transaction as provided by a POS-Terminal generated receipt. However, the Bank may retain funds in the case of excessive charge backs, bankruptcy, fraud or suspected fraud.

3.5. The Bank is irrevocably authorised to debit the Merchant's Bank account with the Merchant's discount as agreed.

4. AUTHORISATIONS

4.1. Authorisation must be obtained for, and before all transactions

4.2. The Bank will share the response codes generated by the issuers of the cards through the POS terminal error response codes. In cases where it is not clear why the transaction has been declined by the Issuer, the Bank will assist in investigating these cases and share the findings with the Merchant.

5. MERCHANT'S OBLIGATIONS IN RESPECT OF POS-TERMINALS

5.1. Only tally rolls Issued and/or approved by the Bank may be used by the Merchant and these should not be used in other bank's POS terminals

5.2. The Card must be dipped or tapped through the card reader that forms part of the POS-Terminal. The Merchant shall not and shall not allow, the Card to be swiped or the manual entry of the card PAN on the POS.

5.3. The Merchant shall, ensure that the time mechanism, which forms part of the POS-Terminal reflects the correct date and time.

5.4. For all PIN verified transactions the Cardholder will key in the PIN number on the POS Terminal as a way of authorising the transaction and the cardholder will be responsible for his/her Card. Further, the Customer copy of the POS Terminal generated receipt will be provided to the Card Holder as evidence of the transaction.

5.5. For contactless/tap enabled Debit/Credit Cards the Cardholder may not have to enter the PIN to authorise transactions below a specified threshold. Presentation of the Card shall be considered a valid act of authorising the Transaction by the Card holder. No payment for a single contactless transaction may exceed the contactless limit communicated by the Bank

5.6. The Merchant acknowledges that the laundering of sales vouchers/receipts shall be regarded as a breach of the Agreement. Further, the Merchant is prohibited from

sharing or giving sales vouchers/receipts to Third Parties.

5.7. The Merchant is prohibited from giving the POS to any Third party and shall be responsible for ensuring that there is no unauthorised access by Third Parties. The Merchant shall immediately notify the Bank upon becoming aware of any Third-party access to the POS

5.8. The Merchant shall keep the original receipt and copies of a payments for goods or services in an accessible place, and the Bank may at any time require evidence of a Cardholder's or account holder's authority to debit the amount of any payment. Where the Merchant is involved in hospitality business, the Merchant may be required to provide a copy of identification documents for Cardholders.

5.9. The Merchant agrees that it shall be compliant with the Card Scheme Rules which form an integral part of the Merchant Agreement. The Merchant also acknowledges that the Bank shall publish and make available updated Card Scheme Rules, updated Terms and Conditions, bulletins, alerts and directives from time to time and it shall be the Merchant's responsibility at all times to review and comply with any such publications as may be applicable to them for compliance with the Card Scheme Rules and the Merchant Agreement.

6. PRESENTATION FOR PAYMENT

6.1. Presentation for payment of a POS-Terminal generated receipt shall be effected by means of Interchange of electronic data between the POS-Terminal and the Computer network of the Bank. The frequency of the Interchange of data shall be at the sole discretion of the Bank and credits on the Merchant Account will be credited (swept) to a selected Merchant bank account at 22 hours every day and any failed sweep outs for whatever reason will be communicated to the Merchant

6.2. If for any reason whatsoever, the interchange of data cannot take place, the Bank shall be entitled to obtain the necessary Information from the Merchant's copy of the POS-Terminal generated Receipt and then process each transaction manually.

6.3. The Merchant undertakes to immediately notify the Bank of any erroneous interchange of data occurring as a result of a defective POS-Terminal or communication link, in which event the Bank's liability shall be limited to correcting such erroneous Interchange of data in the system.

6.4. The Bank will credit or debit the Merchant's account with the total net amount of Valid POS-Terminal generated receipts electronically presented for payment.

6.5. Any crediting of the Merchant's bank account does not deprive the Bank of its right to cancel Electronic transactions by debiting the Merchant's bank account with the amount of the invalid electronic transaction in question.

7. WARRANTIES & INDEMNITY

7.1. The Merchant warrants and represents that

7.1.1. They have full capacity, power and authority to enter into the Agreement and to perform all of the obligations recorded in the Agreement and the Agreement shall, when executed, constitute valid and binding obligations on the Merchant;

7.1.2. The execution and performance by it of the Agreement will not cause a breach of any other agreement to which the Merchant is party;

7.1.3. It is not aware of anything which might or shall adversely affect its ability to perform its obligations under the Agreement;

7.1.4. It shall ensure that all information supplied to the Bank is true, accurate and complete in all respects;

7.1.5. It has obtained and shall maintain in force, in relation to the conduct of its business, all the necessary consents, registrations, filings, certificates, licenses, approvals, permits and insurances;

7.1.6. The performance of its obligations under the Agreement shall fully comply with applicable laws;

7.1.7. If applicable, it shall notify the Bank in writing, immediately upon the occurrence of any circumstances

that can adversely affect its business including when the board of the Merchant becomes aware that it is financially distressed;

7.2. By presenting electronic transactions for payment to the Bank, the Merchant warrants that:

7.2.1. All statements of fact made are true;

7.2.2. The Goods and/or Services referred to in the electronic transactions were in fact supplied by the Merchant to the Cardholder.

7.2.3. Goods and/or Services were delivered or supplied at the Merchant's normal cash price and that the price contains no additional charges or element of credit whatsoever;

7.2.4. The said transaction between the Merchant and the Cardholder is not illegal;

7.2.5. There has been due compliance with all the terms of the Agreement;

7.2.6. The Goods and/or Services referred to in the electronic transactions were in fact supplied by the Merchant to the Cardholder.

7.3. The Bank is indemnified against any claim or liability that may arise from a dispute between the Merchant and the Cardholder in respect of goods and/or services supplied or delivered and the onus shall be on the Merchant to provide evidence to the satisfaction of the Bank that the debiting of the Cardholder's account was authorised by the Cardholder;

8. INVALID TRANSACTIONS

8.1. A POS-Terminal generated receipt will be invalid if;

8.1.1. The transaction is concluded on an expired Card. The POS Terminal is programmed to decline all transactions on expired Cards however, the Merchant is advised to check the expiry date before they process the transaction.

8.1.2. The transaction does not comply with any warranty contained in clause 7 above;

8.1.3. The Cardholder has tendered a Card but no signature or evidence of PIN Verification appears on the Bank Computer System. POS-Terminal generated receipt,

8.1.4. The POS-Terminal generated receipt differs from the copy given to the Cardholder.

8.1.5. The POS-Terminal generated receipts are materially incomplete;

8.1.6. A mutilated, defaced, blank or illegible card was accepted;

8.1.7. The Merchant does not present the electronic transaction; any term of the Agreement has been violated;

8.1.8. The POS-Terminal generated receipt was not processed on a POS-Terminal supplied or approved by the Bank

8.1.9. The transaction represents collection of a dishonored cheque.

8.1.10. The Bank may in its sole discretion elect to treat any of the abovementioned transactions as valid but without prejudice to the Bank's right in any subsequent transaction to treat any defect of a similar kind as invalid.

8.1.11. In the event of an invalid transaction as set out above, the Bank shall have the right to Chargeback the said transaction as described in clause 12.1.1 hereof.

9. CONFIDENTIAL INFORMATION

9.1. Each Party acknowledges that all material and information, which has or will come into its possession or knowledge in connection with the Merchant Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging to the other Party.

9.2. Both Parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of the Merchant Agreement, to release it only to employees reasonably requiring such information in the execution of their duties and not to release or disclose it to any other person, unless so required by law.

9.3. The Parties specifically record that all Data provided by the Bank or to which the Merchant may be exposed, shall constitute Confidential Information and where applicable, Intellectual Property belonging to the Bank.

9.4. Confidential and proprietary information will not include any information which:

9.4.1. At the time of disclosure, is generally known by the public without breach of this Merchant Agreement by the recipient; and/or

9.4.2. Which is known to or in the possession of the recipient before it is received from the disclosing party (save where it was previously received by the recipient under an obligation of confidence).

9.5. Neither Party shall use the names, trademarks or trade names, whether registered or not, of the other Party in publicity releases, advertising or in any other manner, without having secured the prior written approval of the other Party

9.6. The Parties' obligations of confidentiality under this Merchant Agreement shall survive the termination of the Merchant Agreement for any reason whatsoever.

9.7. In the event of a breach of confidentiality each Party will notify the other of such breach

10. REFUNDS

10.1. Goods purchased may on reasonable grounds be exchanged by the Cardholder or returned to the Merchant and if the purchase price thereof is to be refunded to the Cardholder or should the Merchant allow an adjustment of the purchase price, only a credit voucher accepted or

approved by the Bank may be used by the Merchant for that purpose or a POS refund transaction must be completed.

10.2. The Merchant must obtain the signature of the Cardholder on the POS-Terminal generated receipt only for the signature verified transaction.

10.3. A copy of the POS-Terminal generated receipt must be provided to the Cardholder.

10.4. The Merchant must post the value of the POS-Terminal generated receipt within the same periods as set out in clause 7

10.5. The Merchant shall retain a copy of the POS-Terminal generated receipt for a period of at least two (2) years.

11. PROVISION RELATING SPECIFICALLY TO ELECTRONIC TRANSACTIONS

11.1. For purposes of this clause 11 any reference to POS-Terminal shall include, accessories as set out in the Schedule of Equipment Provided to the Merchant annexed hereto as Schedule C.

11.2. Either Party shall be entitled to cancel the POS-Terminal service upon at least 30 (thirty) days written notice to the other party.

11.3. Any POS-Terminal supplied to the Merchant in terms of the Agreement shall remain the property of the Bank and the Merchant shall (if applicable) give written notice to any lessor of the premises on which the Merchant is trading of the fact that the Bank is the owner of such POS-Terminal.

11.4. The Merchant must take due and proper care of any POS-Terminal and shall be liable to the Bank for any damage to or loss of any POS-Terminal supplied by the Bank. This include replacing of the damaged terminal. The Merchant must forthwith notify the Bank in writing by means of facsimile, ordinary written mail or electronic mail (email) of such damage to or loss of any POS-Terminal.

11.5. The Merchant shall be responsible for the Insurance of any POS-Terminal supplied by the Bank.

11.6. In the event of the Agreement being terminated for any reason whatsoever, the Merchant shall forthwith return to the Bank each POS-Terminal supplied by the Bank and the Bank shall be entitled to take possession of such POS-Terminal on the premises of the Merchant where it is kept. Should the Merchant return the POS-Terminal to a branch of the Bank, then the Merchant Services Department at the Bank's Head Office must be informed by facsimile ordinary written mail or electronic mail (email) of such action.

11.7. The Merchant shall under no circumstances relocate a POS-Terminal from one sales outlet to another unless permitted and effected by the Bank.

11.8. The Merchant shall provide and maintain all electrical and or other connections necessary in accordance with the Bank's normal requirements for the operation of the POS-Terminal.

11.9. The Merchant shall be responsible for the payment of any charges or any other Government or non-Government body having the authority to control the use of the POS-Terminal.

11.10. To gain access to and to utilize the POS services, the Merchant shall only use the software and hardware (including terminals) supplied by the Bank from time to time in accordance with the procedure manual referred to in clause 17 hereof.

11.11. The Bank shall not be liable for any damage in the event of network breakdown, system failure or equipment malfunction or arising from the destruction of or damage to facilities caused by power failures or similar occurrences or loss or damage caused by events beyond the Bank's control and/or the fact that the Merchant or Cardholder is not able to gain access to the POS-Terminal or to utilize it.

11.12. With reference to the Merchant Administration Function in terms of the Agreement:

11.12.1. The Merchant shall ensure that only an employee of the Merchant who is duly authorised to do so shall

perform the Merchant Administration Function;

11.12.2. Each Merchant Administration Function thus performed shall be deemed to be valid and the validity thereof may not be disputed by the Merchant;

11.12.3. The Merchant shall be liable for any error occurring or fraud committed through the use of the Merchant Administration Function.

12. DEBITING OF MERCHANT'S ACCOUNT

12.1. The Bank shall be entitled to debit the Merchant's account with:

12.1.1. The value of reversals of invalid POS Terminal generated receipts;

12.1.2. The Merchant discounts

12.1.3. Any Chargebacks

12.1.4. Any refund due to a cardholder and not rectified by the Merchants;

12.1.5. Any overpayments due to clerical or electronic errors by either party;

12.1.6. the Merchant amount of lost POS Transaction batches where the Merchant has failed to provide valid Merchant copies within 7 (seven) calendar days of being requested to do so by the Bank

12.1.7. any interest payable by the Merchant to the Bank on any sum due to the Bank;

12.1.8. the cost of new Equipment should the Merchant fail to return the same to the Bank within 24 hours, alternatively if the Merchant returns same to the Bank in an unsatisfactory condition, fair wear and tear excluded, on termination of the Agreement;

12.1.9. the cost of any Equipment that is lost, stolen or damaged while in the possession of the Merchant;

12.1.10. the value of any Transaction slip and/or Sales

voucher where the Merchant failed to obtain an imprint of the Card as required in terms of the Merchant Agreement; and

12.1.11. any fines imposed by the Card Schemes on the Bank as a result of non-compliance with the Rules and/or

12.1.12. any act or omission of the Merchant, its employees, officers or agents, as advised by the Bank to the Merchant from time to time.

12.1.13. The value of Fraudulent transactions and disputed transactions as raised by Cardholders with the Bank;

12.1.14. The total value of batches of electronic transactions lost as a consequence of the Merchant's failure to provide valid merchant's copies within 7 (seven) days of being requested to do so by the Bank, subject to the provisions of 10.5

12.2. The Merchant will pay an administration fee for clerical errors associated with incorrectly presented sales vouchers, as may be advised from time to time on the Merchant statements

12.3. The Merchant will pay a call out fee should it be established that a POS Terminal is malfunctioning due to maltreatment, maloperation, or neglect by the Merchant or his employees.

12.4. The Merchant hereby irrevocably authorizes the Bank to debit any of its Bank accounts held with the Bank

12.5. The Merchant undertakes to immediately notify the Bank in writing of any changes in its bank account details.

13. FRAUDULENT TRANSACTIONS

13.1. In this clause the term "Fraudulent Transactions" means any transaction which in terms of the common law or statute would constitute fraud and will include any purchase and/or transaction arising from the use of a Card by a person other than the authorised Cardholder or the use of a Card which has not been issued by the bonafide

Card user.

13.2. The Merchant is under a strict obligation not to use the POS equipment provided by the Bank to conduct or accept Fraudulent Transactions.

13.3. The Merchant shall not present records of transactions that it knows or should have known were fraudulent or unauthorized by the cardholder.

13.4. The Merchant agrees that it shall be responsible for the actions of its employees at all times.

13.5. The Bank is entitled to debit the Merchant's Bank account and any other bank account in the name of the Merchant at any time with the value of all fraudulent transactions deposited or electronically posted by the Merchant, its employees or its agents.

13.6. The Bank reserves the right and the Merchant authorizes the Bank to close, restrict activity or suspend access to any of the Merchant's Bank accounts held at the Bank, if in any way the Bank knows or suspects that the Merchant's bank accounts are being used fraudulently, negligently or for illegal activities or if the Bank must do so to comply with any applicable laws. The Merchant hereby indemnifies the Bank for any direct, indirect, consequential or special Losses and/or Claims arising from any act or omission by the Bank if the Bank closes, restricts or suspends access to any of the Merchant's Bank accounts, as contemplated herein.

14. DISCLOSURE OF INFORMATION

14.1. The Merchant must advise the Bank in advance of any material change in the nature of its business and/or ownership as indicated on the application form.

14.2. The Merchant must disclose to the Bank Information about any previous Merchant Agreements it had concluded with other financial institutions, including but not limited to any restrictive conditions and the reasons for cancellation of the said Merchant Agreements. The Merchant hereby authorizes the Bank to look into and Investigate the Merchant' previous Merchant Agreements.

14.3. The Merchant may not disclose Cardholder account Information to Third Parties except as required by Law. The Merchant must store all material containing account numbers and signatures of Cardholders in a secured area that only selected personnel may access. In addition, prior to discarding these materials, the materials must be destroyed in a way that makes them unreadable.

14.4. The Bank may disclose information concerning the Merchant to other financial institutions for use in any fraud prevention schemes they may set-up for the purpose of assisting the Bank and the said institution in identifying Merchants who are or may become involved in, amongst other things, fraud or suspected fraud, bankruptcy or any other similar proceedings and any such matter which would assist the Bank and other financial institutions in their effort to prevent fraud.

15. INSPECTIONS

15.1. The Bank has the right to conduct physical inspections for any reason and for investigations at the Merchant's premises in handling claims of cardholders and for purposes of Investigating suspected fraud. In the event that the Bank suspects any irregularities during such investigations the Bank shall have the right to take possession of all card equipment on the Merchant's premises.

16. ACCOUNTS

16.1. The Merchant shall raise any query regarding the correctness of any other aspect of any entry on his / her account within 30 (thirty) days from the date on which such entry appeared or missing on the bank statement relating to his current account, failing which the Merchant shall forfeit any claim it may have against the Bank with regards to such entry.

17. PROCEDURE MANUALS

17.1. The Bank shall from time to time, issue the Merchant with a Procedure Manual and/or a Quick Reference guide which regulate the use of the POS Service and the POS-Terminal sales vouchers and which shall be strictly complied with by the Merchant at all times.

17.2. The Procedure Manual and the Quick Reference Guide shall be deemed to form part of the Agreement;

17.3. The Bank may amend the Procedure Manual and the Quick Reference Guide at any time in accordance with the Agreement or by notifying the Merchant of such amendment. Such amendments shall be deemed to come into effect 7 (seven) days after dispatch of such notification by the Bank.

18. DISPLAYING OF SYMBOLS

18.1. The Merchant shall display such marks and symbols in respect of the cards as may be provided by the Bank, in such a manner that the public will be informed of the Merchant's willingness to honour the card in payments of goods and/or services.

18.2. The Merchant may not in any way whatsoever state, imply or create the impression that the Bank, endorses or guarantees any of Its goods and/or services.

19. DEBIT AND CREDIT CARDS

19.1. In so far as the provisions of Clause 19 are contrary or irreconcilable with other provisions of the Agreement the former will apply.

19.2. The Merchant undertakes to honour each valid Debit/Credit Card that is presented by the cardholder to the Merchant for purposes of effecting Debit/Credit Card transactions subject to the Merchant obtaining express prior authorization thereto from the Bank's Merchant Services Department by means of the electronic authorizations function. A zero-floor limit shall apply to all card transactions effected with Debit Cards.

19.3. All Debit and Credit Card transactions shall be electronic transactions as defined, and the Merchant may not make use of any other device other than the POS-Terminal. If for any reason whatsoever, the POS-Terminal is not functioning, no transactions may be effected. In the event that the Merchant makes use of any other device to effect transactions, the Bank shall have the charge back rights against the Merchant, as set out in the Agreement. All Debit/Credit cards shall be swipe/dip -PIN based and tap for contactless transactions.

19.4. The Merchant undertakes to pay a fee to the Bank in respect of: - Each Debit/Credit card transaction effected by means of the POS-Terminal which fee is set out in the

Merchant Application from and/or schedule annexed to the Merchant Agreement.

19.5. The Merchant acknowledges that the fee as described in 19.4 may be adjusted by the Bank by notification of such adjustment to the Merchant.

19.6. On presentation of a Debit/Credit card by a cardholder to effect a debit card transaction, the following specific provisions shall apply:

19.6.1. The Merchant shall enter the transaction type and amounts;

19.6.2. The Merchant shall present the terminal or pin pad to the cardholder and allow the cardholder to enter his or her PIN;

19.6.3. The Merchant shall ensure that the Cardholder can effect Debit card transactions in a secure environment;

19.6.4. Under no circumstances may the Merchant request the cardholder to provide his or her PIN. The Merchant hereby acknowledges that it will be liable for all losses or damages suffered by the Bank as a result of the Merchant requesting and obtaining the Cardholder's PIN.

19.6.5. The Merchant may, on request of the Cardholder allow the Cardholder to cash withdrawals with his or her Debit card.

20. INDEMNITY

20.1. The Merchant hereby indemnifies the Bank against any Losses and/or Claims of any nature suffered or incurred by the Bank or for which the Bank may be sought to be held responsible as a result of or in connection with:

20.1.1. the failure of the Merchant to comply with any of its obligations under the Agreement, the Scheme Rules, and/or any other applicable laws;

20.1.2. any incorrect or misleading information supplied to the Bank by the Merchant or any information withheld

by the Merchant that would have made any information provided to the Bank incorrect or misleading;

20.1.3. any other act or omission of the Merchant, its employees, agents or representatives arising out of the terms of the Agreement (including the completion of a Transaction, the processing of refunds, the use of the Equipment, the completion and/or presentation of a Receipt, the Processing of Data and/or any Data Compromise);

20.1.4. any action taken by the Merchant as a result of any act of, or omission by, the Merchant or any of its employees, officers or agents, including any fees, fines, penalties or other amounts imposed on the Bank as a result of any such act or omission; and

20.1.5. any dispute between any or all of the Merchant, the Bank, any Cardholder, and any third party.

20.1.6. Any losses related to a Chargeback

21. LIMITATION OF LIABILITY

21.1. Notwithstanding anything to the contrary contained in the Agreement, the Bank shall not be liable to the Merchant for any indirect or consequential Losses and/or Claims (including loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract) arising from the Bank's obligations in terms of the Agreement.

21.2. Without limiting the generality of the foregoing, the Bank shall not be responsible to the Merchant for any loss or consequential loss arising from any failure or malfunction in the Equipment, any Card payment system, electronic device or any delay in an electronic communication, including a communication via cellular telephones, or failure or malfunction in any supporting or shared networks, where applicable. The use of any electronic means of communication is entirely at the Merchant's risk.

21.3. The Bank does not warrant that any electronic communications or services provided by it under the Agreement will be error-free or will meet any particular criteria of accu-

racy, completeness or reliability of information, performance or quality.

22. BREACH

23. Should either party commit a breach of any material provision of the Agreement and fail to remedy such breach within 14 (fourteen) days after receiving written notice from the other party requiring it to do so, the aggrieved party will be entitled without prejudice to its other rights in law, to cancel the Agreement with immediate effect or to claim specific performance of all the defaulting party's obligations whether or not such obligations would otherwise have fallen due to performance, in either event without prejudice to the aggrieved party's right to claim damages.

24. AUDIT

24.1. The Bank and/or the Card Schemes may, at their discretion audit the Merchant's compliance with the Agreement including, but not limited to the Merchant's financial statements, data protection policies, information pertaining to the Merchant's financial condition, an audit of the Merchant's premises, the Merchant's systems (including finance systems) and the physical and information technology security in place; provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as to cause as little disruption as is reasonably possible to the performance of the Merchant's business.

24.2. Where the Bank and/or the Card Schemes have reasonable grounds to believe that the Merchant is not complying with its obligations under the Agreement, an audit may be carried out without prior notice.

24.3. The Merchant shall, at no cost to the Bank, provide all assistance reasonably requested in relation to any audit, including access to the Merchant's employees, records and premises.

24.4. The Bank and/or the Card Schemes may engage third party advisers to audit the Merchant's compliance with the Agreement.

24.5. The Bank may allow any regulator and any persons appointed by such regulator to participate in any audit and to receive the results of that audit.

25. RESOLUTION OF DISPUTES

25.1. If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it then except as otherwise provided in this Contract the parties shall follow the procedure set out in this clause:

25.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the authorized Representatives of the Bank and the Merchant shall attempt in good faith to resolve the Dispute;

25.1.2. if the Authorised Representatives of the Bank the Merchant for any reason are unable to resolve the Dispute within Fifteen (15) working days of service of the Dispute Notice, either party shall be at liberty to commence an action in any Court of competent jurisdiction for determination in Zambia or to commence Arbitration proceedings in accordance with the Arbitration Act No. 19 of 2000.

25.2. The provisions of this clause are severable from the rest of the Agreement and will remain in effect despite the termination of or invalidity for any reason of the Agreement.

25.3. The Dispute resolution process aligned above does not prejudice other rights of the Bank under the Agreement

26. DURATION AND TERMINATION

26.1. The Agreement shall be effective from the date of signature by the party signing last in time and shall remain in force for an indefinite period but will be subjected to an annual review every after 12 months, until terminated by either party giving to the other written notice

26.2. The POS Service shall be provided by the Bank for a period of at least 12 (twelve) months from date of signature hereof following which the provisions of 24.1 will apply.

26.3. Notwithstanding anything to the contrary contained herein, either Party shall be entitled to terminate the Agreement immediately if the other Party:

26.3.1. takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or similar process

26.3.2. takes steps to deregister itself or is deregistered;

26.3.3. commits an act which would be an act of insolvency

26.3.4. commits a material breach (including a series of minor breaches which together are considered material) of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 5 Business days of that Party being notified in writing of the breach; or the Bank exercises its rights in terms of clause 13 (Fraudulent Transactions)

26.4. Termination of the Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by the Agreement prior to its termination.

26.5. Where the Agreement is terminated for any breach or misconduct of the Merchant, the Merchant shall be subject to further consequences as follows:

26.5.1. Withholding or clawing back of commissions

26.5.2. Immediate legal action shall be instituted by the Bank to recover any losses incurred by customers or the Bank due to the suspicious or irregular transactions.

26.5.3. Blacklisting.

26.5.4. Reporting the Irregular transactions to the Authorities and Industry associations

27. FORCE MAJEURE

27.1. If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under the Agreement by a force majeure event, the Party so affected shall, to the extent so prevented, be relieved of its obligations hereunder during the period of such event and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage either general, special or consequential which the other

Party may suffer due to or resulting from such delay or failure; provided always that written notice of the occurrence constituting force majeure shall be given within 24 hours by the affected Party, if reasonably possible.

27.2. The Parties agree that, should the force majeure last more than 30 (thirty) calendar days, the Party who has not invoked force majeure to excuse any non-performance of its obligations may terminate the Agreement by giving 10 (ten) Business days' written notice to the other Part

28. OWNERSHIP OF THE EQUIPMENT

28.1. Any Equipment supplied by the Bank to the Merchant on a rental basis will remain the property of the Bank at all times. A monthly Terminal Rental is payable by the Merchant to the Bank for all Equipment as set out in the Application Form.

28.2. The Terminal Rental may be increased from time to time by the Bank on written notice to the Merchant. On termination of this Agreement the Merchant must return all Equipment to the Bank within 24 (twenty-four) hours failing which the Bank will be entitled to debit the Merchant's bank account as set out in 12 above.

28.3. The Merchant has a duty of care to the Bank in respect of the Equipment and must take due and proper care of it at all times. The Merchant must obtain and maintain adequate insurance for the Equipment at its replacement value, which replacement value can be obtained from the Bank. The Bank reserves the right not to replace the Equipment until it receives the replacement value thereof.

28.4. Installation and maintenance of all Equipment owned by the Bank will be undertaken by the Bank and/or its contractors and in this respect the Merchant shall allow the Bank employees, contractors and/or agents to enter the Merchant's premises as reasonably required to install, maintain and/or remove the Equipment and inspect the condition and operation of Equipment owned by others.

28.5. The Merchant shall not permit any persons other than the authorised representatives or contractors of the Bank to adjust, maintain, program or repair any Equipment.

28.6. The Bank will replace all problematic terminals within ten working days from the date of reporting.

29. CARDHOLDER DISPUTES AND PREVENTING FRAUD

29.1. The Merchant must provide the Bank with reasonable help to detect, prevent and investigate fraud and to assist in handling any claim against The Bank related to a payment.

29.2. In the event of a change in the nature or volume of transactions on the POS, the Bank may suspect the occurrence of Fraud and reserves the right and the Merchant hereby authorises the Bank to restrict activity on the Merchant's account.

30. GENERAL

30.1. Unless otherwise provided in the Agreement, the Bank may make changes to the Agreement by notice sent to the Merchant giving 14-day notice of the change. The Bank may also make changes by publishing amended Merchant Banking Terms and Conditions on the Banks website and notifying the Merchants of the changes. The changes shall take effect on the 14th day in the case of a notice, and upon sending notice to the Merchant in the case of a publication on the Banks website.

30.2. Any relaxation on Indulgence of extension of time granted by the Bank to the Merchant will not constitute nor be deemed to be a novation or waiver of any of the former's rights against the Merchant.

30.3. The Merchant may not cede or assign any of its rights or obligations under the Agreement.

30.4. The Merchant shall provide to the Bank a list of selected personnel who will receive e - tracer statements every morning for reporting and reconciliation purposes.

30.5. All problems arising through VISA, MasterCard & UPI will be resolved by the Bank, VISA, MasterCard, UPI and other banks.

30.6. The Agreement does not create a partnership, joint venture or agency between the Parties and neither Party

shall be liable for the debts of the other Party, howsoever incurred.

31. DOMICILIA AND NOTICES

31.1. The parties choose as their respective Domicilia citandi et executandi ("domicillium") for all purposes addresses as set out in the Agreement or such other address as advised to Bank by the Merchant

31.2. Either party may change its domicillium to any other physical address within the Republic of Zambia by written notice to the other giving a minimum 14 days written notice of the change.

31.3. Any notice given by either party to the other ("the addressee") which-

31.3.1. Is delivered by hand during the normal business hours at the addressee's Domicilia will be presumed to have been received by the addressee at the time of delivery;

31.3.2. Is posted by prepaid registered post to the addressee's Domicilia, will be presumed to have been received by the addressee on the 7th (seventh) day after date of posting.

31.3.3. Is sent by email to the addressee's email address number will be presumed to have been received by the addressee on the date of transmission thereof.

