



FINANCIAL TRANSACTION SERVICES ZAMBIA LIMITED

Regd. Office: Radian Retail Park, Plot No.8357-Great North Road,
P O Box No. 36679, Lusaka +260 211 846421

Member



MERCHANT REGISTRATION FORM

(Form to be signed in all pages)

Financial Transaction Services Zambia Ltd. (FTSZL) will provide You with a Point-of-Sale Terminal and grant You Acquiring Services to enable You to accept any valid and current Cards from Your customers to pay for goods and services. The General Terms and Conditions contained in the Merchant Agreement appearing as Annexure 2, regulate the relationship between the Parties hereto and must be read in conjunction with the Product and/or Service Specific Terms and Conditions. You must read and understand this document carefully prior to entering into agreement with FTSZL.

New Merchant ☐

Additional Device ☐

A. MERCHANT INFORMATION

Organization Name _____

Year of Establishment _____ Registration. No. _____

TPIN _____ Landline No. _____ Mobile No. _____

Status: ☐ Proprietorship ☐ Partnership ☐ Public Limited ☐ Private Limited
☐ Trust ☐ LLP ☐ Club ☐ NGO ☐ Others (Please specify) _____

Nature of Business _____

Physical Address _____

Postal Address: _____ Email Id: _____ Website: _____

Office Premises Status ☐ Self-Owned ☐ Rented ☐ Leased Years in Current Location: _____

- Please provide the required documents as listed in Annexure 1 as Proof

B. CONTACT PERSON DETAILS

Proprietor ☐ Partner Director ☐ Power of Attorney Holder ☐ Letter of Delegation ☐

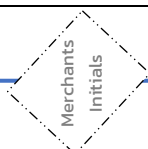
Name: _____ Title/Position Held: _____

Office Tel.No. _____ Mobile No. _____ Email: _____

ID Document: NRC ☐ Passport ☐ Nationality: _____

ID Document No. _____ Date of Issue: _____ Date of Expiry: _____

Physical Address: _____



C. MERCHANT AUTHORIZATION

I/We hereby confirm that all information given in this form is correct and accurate. I/We want to have an acquiring relationship with FTSZL. I/We agree to pay rental charges for the POS Device as applicable from time to time. I/We agree to abide by the terms and conditions laid down/or contents mentioned in the Merchant Agreement appearing as Annexure 2. I/We also agree to return the POS terminal or its cost (if terminal is lost) to FTSZL, if the agreement is terminated mutually or otherwise.

I/We further confirm that I/We have read and understood the DOs and DONTs for Card Acceptance by Merchant Establishment (Annexure 3) and also the Safe Card Acceptance & Procedure / Guidelines (Annexure 4) and POS feature/s.

I/We hereby accept Transaction Discount Rate (TDR) / Commission as given below + Applicable Taxes.

I/We hereby acknowledge receipt of a Nexgo-N86 POS Device having SL. No.

Yours faithfully,

For

(Signature)

(Name)

(Title)

Place _____ Date _____

D. MERCHANT FEES

Visa / MasterCard Transactions % _____

NFS Switching Fee _____

E. MODE OF SETTLEMENT

Bank Name _____

Branch Name _____ Branch Code _____

Account Number _____ Account Name _____

Email Id _____ Mobile Number _____

F. FOR FTSZL OFFICE USE

KYC Done ☐ Merchant Signed ☐ Date _____ Time _____

FTSZL Representative Name _____ Signature: _____

Supervisor Name _____ Signature _____

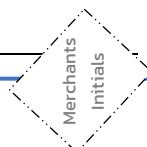
Checked by Bank Team _____ Manager Approval _____

Merchant ID _____ Terminal ID _____ Terminal IMEI No. _____

Remarks _____ Approved By _____

Terminal Usage From DD/MM/YYYY Time _____

SIM Card No. _____ Service Provider _____



ID Proof: Self-Attested by Establishment

Attach with this form the following documents required for:

- ☐ Copy of Incorporation / Registration Certificate
- ☐ Copy of Organization TPIN
- ☐ Copy of Bank Statement (Immediate past three months)
- ☐ Communication Address Proof (Electricity Bill/Telephone Bill/Rent Agreement)
- ☐ Identity & Address Proof (Passport or NRC of All Directors/partner/proprietors/LLP)
- ☐ Passport Size Photographs (All Directors/partner/proprietors/LLP)

ESTABLISHMENT EXTERIOR PHOTO WITH SIGNBOARD -1 (Self-Attested)

<Paste Photo Here>

ESTABLISHMENT EXTERIOR PHOTO WITH STOCKS & STAFF -2- (SELF-ATTESTED)

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This Merchant Agreement (“Agreement”) entered into on theday of202... at Lusaka

Between

Financial Transaction Services Zambia Ltd. a Company incorporated under the laws of Zambia, bearing Registration Number 12011095088 and having its registered office at Radian Retail Park, Plot No.8357, Great North Road, Lusaka (hereinafter referred to as FTSZL, which term or expression shall where the context so requires or admits mean and include its successors and permitted assigns) of the First Part;

AND

.....a proprietorship / partnership / company duly incorporated in Zambia bearing Registration Number and having its registered office at (hereinafter referred to as “the Merchant”, which term or expression shall where the context so requires or admits mean and include its successors and permitted assigns) of the Other Part

WHEREAS:

- A. FTSZL is the owner of the brand “FTPAY”, providing EDCT/POS and Wallet Services
- B. FTSZL has many registered users to whom it offers various services;
- C. FTSZL has been Designated as a Payment System by Bank of Zambia;
- D. FTSZL is a Member of the National Financial Switch of Zambia
- E. Merchant is engaged in the business of products and services as detailed in Registration Form.
- F. Merchant is desirous of obtaining Services from FTSZL which will allow the Merchant’s customers to make payment for Products and Services as sold by the Merchant through its outlets by using any valid Card (hereinafter defined);
- G. FTSZL has agreed to pay to the Merchant the amount of all sales carried out by the Merchant through the use of the said cards less any discounts and other amounts the FTSZL is entitled to retain, subject to and upon the terms and conditions set out here in after.

NOW THIS AGREEMENT WITNESSETH HERewith:

General

- ✧ The Merchant Services Agreement governs the Acquiring Services (hereinafter defined) delivered in respect of Integrated, Standalone and Mobile POS solutions.
- ✧ Product and/or Service Specific Terms and Conditions regulate the use of FTSZL’s Acquiring Services and products i.e.; POS Devices and Recurring Transactions.
- ✧ Using the FTSZL’s Acquiring Service:
 - constitutes the acceptance of the Terms and Conditions by the Merchant; and
 - serves as confirmation that FTSZL has given the Merchant adequate opportunity to read and understand the entire Merchant Agreement.

1. DEFINITIONS:

For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Agreement, unless the context otherwise requires:

- 1.1. ‘Acquiring Services’ means the services that FTSZL, in its capacity as a Third-Party Processor (Bank of Zambia Designated Payment Gateway), makes available and renders to the Merchant, and such services include but are not limited to:

- 1.1.1 providing a facility to allow You to accept Cards and other Card Transactions as a means of payment,
- 1.1.2 providing the means for the Card Transactions to be routed and authorized; and
- 1.1.3 collecting funds from the issuing Banks and settling Transactions with You;

1.2. “Agreement” means this Merchant Agreement, the Registration Form, Offer and Acceptance, the main body of the General Terms and Conditions, the Products and/or Services Specific Terms and Conditions, all Annexures, Schedules and any other documents specifically incorporated herein by reference and/or related to the services and/or products provided by FTSZL, as amended from time to time;

1.3. “Act” means any Act, its amendment, modification or reenactment of the same, or any other succeeding enactment for the time being in force as applicable to Services offered by FTSZL for time being in force in Zambia.

1.4 “Annexure” means any document annexed to the Merchant Agreement, marked “Annexure” or “Schedule”;

1.5 “Applicable Laws” means and includes all applicable statutes, enactments, acts of legislature ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, and orders of any governmental authority, tribunal, board, or a court.

1.6 “Bank of Zambia” (BOZ) means the Central Bank of Zambia.

1.7 “Card” means a valid and current Credit, debit, charge or pre-paid cards, having an embedded chip, in physical form, each having an identifying number provided by the Card Issuer and an expiry date;

1.8 “Cardholder” means a person/entity to whom a Card has been issued and whose name is imprinted on the face of the Card and thereon whose signature appears on the reverse;

1.9 “Central Bank Regulations” means the Act and regulations made thereunder for the Issuance and Operation of Pre-paid Instruments and any notification instructions or guidelines issued and updated by BoZ or such other competent Government Authority from time to time, in relation to the same.

1.10 “Chargeback” means the return of a Card payment instruction by the Issuing Bank, for the return of the funds to the Cardholder, as a result of a Cardholder dispute and/or Fraudulent Transaction;

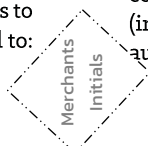
1.11 “Customer” means the holder of any payment mode (Cash, Card, and Mobile Wallet) who is willing to purchase products/services offered by Merchant.

1.12 “Discount” or “Transaction Discount Rate” (TDR) means the percentage of a charge which the Merchant is obliged to pay to FTSZL as may be decided by FTSZL from time to time;

1.13 “Effective Date” means the date of this Agreement;

1.14 “Electronic Data Capture Terminal” (EDCT) OR Point of Sale Device (POS) (collectively known as Devices) means the machine provided by FTSZL to the Merchant, which enables the Merchant to electronically process transactions carried out through the Card, using FTPAY;

1.15 “Fraudulent Transaction” means any Transaction that constitutes fraud under the law and/or common law (irrespective of whether or not the Card Transaction has been authorized or whether or not an authorization code number



has been authorized or whether or not an authorization code number has been provided by FTSZL and/or which arises as a result of but is not limited to:

- an act and/or omission by You and/or Your employees;
- non-compliance with the procedures set-out in the Merchant Agreement;
- the use of a Card, which has not been issued by a bona fide Card Issuer;
- the use of an invalid Card; and/or
- the use of a Card by a person other than the authorized Cardholder, etc.;

1.16 “FTPAY” means a payment acceptance service provided by FTSZL.

1.17 “Merchant” or “ME” shall mean an individual or organization that accepts payment for its/his/her products/services through FTPAY and has executed this Merchant Agreement with FTSZL;

1.18 “Merchant Account” refers to the account created by the Merchant on submission of the relevant details as requested by FTSZL from time to time;

1.19 “NFS” means the National Financial Switch of Zambia through which the Services (hereinafter defined) of FTSZL are being operated through;

1.20 “Registration Data” means the data and information provided by the Merchant in the Merchant Registration Form and the Declaration made therein;

1.20 “Party” or “Parties” means either FTSZL or the Merchant or both, as the context indicates;

1.21 “PIN” means The Personal Identification Number given to the Cardholder by the Card Issuer for the validation of use of a Card.

1.22 “Services” means the facilitation of payments to the Merchant for the products/ services availed by the Customer through FTPAY and enabling of the receipt of such payments by the Merchant.

1.23 “Site” means “www.ftszt.com” and such other websites and mobile applications as may be developed by FTSZL from time to time.

1.24 “Terms and Conditions of Service” or “T&Cs” means these terms and conditions which are available at the Site for the use of the Services.

1.25 “Transaction” means every payment request/order placed by the Customer and accepted by Merchant using Card.

1.26 “We”, “Our” or “Us” shall refer to FTSZL, or its representative.

1.27 “You”, “Your” or “Yourself” shall refer to the Merchant or its/his/her representative.

2. INTERPRETATION

2.1 Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.

2.2 Headings and captions are used for convenience only and will not affect the interpretation of these T&Cs.

2.3 Any reference to a natural person will, unless repugnant to the context, include his heirs, executors, and permitted assignees. Similarly, any reference to a juristic person will,

unless repugnant to the context, include its affiliates, successors, and permitted assignees.

2.4 Any reference to any statutory enactment shall be construed as a reference to that enactment as at the Effective Date and as amended or substituted from time to time;

2.5 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or public holiday, the next succeeding Working Day;

2.6 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail;

2.7 The Merchant Agreement is subject to all competition and consumer protection legislation applicable from time to time. The operating rules and regulations for Card Associations also apply to the Merchant Agreement as long as they are compatible with the Merchant Agreement, Zambian law and regulations. If there is a conflict between the Merchant Agreement and the rules and regulations for the Card Associations then the provisions of the Merchant Agreement will apply;

2.8 Any reference to payments in this Agreement means payment in Zambian Kwacha (ZMW), exclusive of statutory levies, if any;

3. ELIGIBILITY

3.1 You will not be eligible to be registered as a Merchant unless:

3.1.1. You can lawfully enter into and form contracts under Applicable Laws and have all requisite right, power, and authority to perform Your obligations as a Merchant;

3.1.2. You do not provide any of the goods and services listed in Schedule I, which are banned under Applicable Laws for time being force (“Banned Goods/Services”).

3.1.3. You provide goods and services within Zambia;

3.1.4. You receive payments in ZMW (kwacha);

3.2. You may apply or continue to be a Merchant only as long as you satisfy the criteria provided in 3.1.1 to 3.1.4.

3.3. We reserve the right to terminate the Merchant Account at any time if we have reason to believe that a Merchant Account is being used by a person/entity who is not eligible.

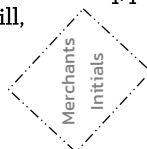
4. REGISTRATION AS MERCHANT

4.1 To register as a Merchant, You must completely fill the form and provide all the requisite details (“Registration Data”).

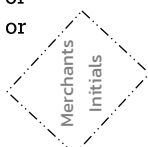
4.2 The Registration Data provided by You must be accurate, correct and current. We shall bear no liability for false, old or incorrect Registration Data provided by You. Further, You shall indemnify Us against all damages, liabilities, costs, and expenses that may be suffered or incurred by Us as a consequence of inaccurate information provided to Us by You.

4.3 You shall be solely responsible for maintaining the confidentiality of Your ID and Password, and You shall be responsible for all activities that occur under Your ID and Password. We shall not be liable for any claims, damages, liabilities that may be suffered by You as a consequence of unauthorized use of Your account.

4.4 You hereby expressly consent to receive communications from Us through Your registered phone number and/or e-mail ID.



- 4.5 By registering for a Merchant Account, You agree to:
- 4.5.1 receive communication, queries and documents from Us for the purposes of this Merchant Agreement;
- 4.5.2 provide information that We have a legal duty to request from You on account of the Know Your Customer norms ("KYC Norms") prescribed under "BOZ" Regulations; and
- 4.5.3 Undertake due diligence and update yourself on "BOZ" Regulations and other Applicable Laws that may have implications on Your Liability as a Merchant.
- 4.6 Upon execution of the Merchant Agreement, You will become a Merchant and will be entitled to Services, subject to these T&Cs of the Merchant Agreement.
- 5. OPERATION OF EDCT AND USE OF THE SYSTEM**
- 5.1 Any EDCT supplied to the Merchant shall remain the property of FTSZL and, the Merchant shall;
- 5.1.1 Operate the EDCT and use the system only in accordance with and comply with such instructions as FTSZL may give the Merchant from time to time;
- 5.1.2 Be responsible for the cost of any electricity consumed by the EDCT and for any telephone and/or data line charges payable in connection with the use of the EDCT;
- 5.1.3 Not alter or otherwise tamper with the software or hardware of the EDCT;
- 5.1.4 Ensure that at all times during ordinary business hours, at least an employee of the Merchant who has been trained to operate the EDCT is available;
- 5.1.5 Report promptly to FTSZL any fault or suspected fault in the operation of the EDCT.
- 5.1.6 Not except without the written consent of FTSZL, permit any removal of or interference with or addition to the EDCT or make any markings thereon;
- 5.1.7 Keep strictly confidential all information received from FTSZL in connection with the EDCT and /or the system and only be entitled to disclose the same to its employees who require the said information for the purpose of the operation of the EDCT and the use of the system. The Merchant shall take all necessary steps to ensure its employees are aware of such confidentiality obligations and in particular but without limitation will maintain strict security measures with respect to the encryption and terminal initialization procedures affecting the use of the Equipment and the system.
- 5.1.8 Maintain strict security measures with respect to the encryption and terminal initialization procedures affecting the use of the EDC Tand the system;
- 5.1.9 Not permit a third party to use the EDCT or have access to the system for any purpose whatsoever without the prior written consent of FTSZL;
- 5.1.10 Maintain the EDCT in good condition;
- 5.1.11 Be responsible to safeguard the EDCT / or the Imprinter at all times it is in his custody;
- 5.1.12 Be liable to settle the FTSZL, the cost of replacing the EDCT with a new unit, if the Merchant or any employee working under the Merchant misplaces the EDCT willfully or accidentally;
- 5.1.13 Bear the cost of the repair estimated by FTSZL, If the EDCT is damaged due to negligence by the Merchant;
- 5.1.14 Indemnify FTSZL against all claims, losses, costs, expenses and liabilities whatsoever that may be suffered, incurred or sustained by FTSZL as a result of or arising from the use or misuse of the EDCT;
- 5.1.15 Surrendered the EDCT to FTSZL on demand;
- 5.1.16 Provide such responsible assistance for the prevention and detection of fraud in respect of using of the EDCT;
- 5.1.17 Return the EDCT to FTSZL upon termination of this Agreement or upon the Merchant ceasing to do business for any reason or as and when required to do so by FTSZL;
- 5.2 FTSZL has the right to charge the Merchant a rent on an EDCT, if the sufficient card sales are not generated by the Merchant.
- 5.3 The Merchant shall not:
- 5.3.1 Sell, assign, transfer, lease or otherwise cause or allow or attempt to cause or allow, any dealings with the EDCT or any encumbrance on the EDCT to be created;
- 5.3.2 Remove, conceal or alter any markings, tags or plates attached to the EDCT or any part of the EDCT which indicates the ownership of the EDCT by FTSZL; or
- 5.3.3 Cause or allow any action to be taken that will affect FTSZL's right to access, repossess or dispose of the EDCT or otherwise to encumber or in any way jeopardize the EDCT, whether by any act of a customer or any of its servants or agents or by any other factor within control.
- 5.4 In respect of EDCT provided by FTSZL, FTSZL shall be responsible for any servicing, repairs or replacement required to be carried out to the EDCT. For this purpose, the Merchant shall allow FTSZL, its representative, contractors or agents to have access to the EDCT at all times.
- 5.5 The Merchant shall not permit any third party to perform any maintenance services on the EDCT provided by FTSZL or to effect modifications, enhancement or engineering changes to the said EDCT without the prior written consent of FTSZL.
- 5.6 EDCT shall be used and located only at the Merchant site(s) stated in this Agreement. The Merchant must at all times know the location of the EDCT. FTSZL shall conduct spot checks to ensure this condition is adhered to. Any re-locations must be approved by FTSZL in writing.
- 5.7 Subcontracting of EDCT to third parties is strictly prohibited, and FTSZL shall only recognize contracted Merchant.
- 5.8 FTSZL shall immediately revoke the Agreement without notice and recover all of its EDCTs, should the EDCT be sub-contracted to a third party, be used at any other site, location contrary to the location stated herein or be used for any business other than the one stated herein;
- 5.9 The data-only SIM card inside the EDCT, is the property of FTSZL and shall not be removed from the EDCT or used for any other purpose. Any abuse of this SIM card, which might incur charges, shall be billed to the Merchant and the terminal shall be withdrawn immediately;
- 5.10 The Merchant must report the loss or misplacement of an EDCT to FTSZL at the earliest opportunity within business hours. FTSZL shall take steps to set the terminal status to "out of service" at the earliest possible time;
- 5.11 Use of Paper Rolls in the EDCT:
- 5.11.1 You shall use only paper rolls supplied by FTSZL;
- 5.11.2 Any damage to EDCT resulting from the use of paper rolls not supplied by FTSZL shall be billed to You; and
- 5.11.3 You shall not use the branded paper roll supplied by FTSZL in non-FTSZL Devices.



6. HANDLING TRANSACTIONS via EDCT:

While handling transactions, the Merchant shall:

- 6.1 Ensure that the extraction of data from Cards is in the manner specified by FTSZL (this may vary from time to time but FTSZL will give prior notice of variation to the Merchant);
- 6.2 Ensure that the charge and any further information (such as Cardholder number and data) which FTSZL from time to time requires is printed on the charge record form which will be in a form approved by FTSZL;
- 6.3 Ensure that the procedures for the electronic extraction, retention and transmission of data for the purposes of this Agreement are approved by in accordance with the requirements of FTSZL;
- 6.4 Ensure that the signature of the Cardholder appears on all copies of the printed sales invoice issued by the Merchant (in transactions where the FTSZL has required the signature of the Cardholder to be placed on such sales invoices); and
- 6.5 Ensure that there is no discrepancy between the Card number embossed or printed and the Card number displayed on the EDCT before completing the transaction;
- 6.6 Ensure that the signature of the Cardholder appears on the charge record form and shall deliver to the Cardholder a true and completed copy of the charge record form;
- 6.7 Keep the Merchant copy for at least one year and shall present to FTSZL upon request;

7. PROCEDURES REQUIRED FOR CARD TRANSACTIONS

- 7.1 Before honouring any Card and before entering into any Card Transaction, the Merchant shall comply with the provisions of the User Guide and/or according to the training provided on EDCT deployment.
- 7.2 The Merchant shall verify that every Sales Slip printed by the POS Device contains the total price for the goods and/or services, the name of the Cardholder, his account number and the expiry date of the Card. The name on the front of the Card must be the same as printed on the receipt. In the case of a Magnetic Stripe Card, it must be signed by the Cardholder or if directed by the POS Device authenticated by a PIN, except in the case of a Card Not Present Transaction. In the case of a Virtual or Chip Card the transaction must be validated or authenticated by a PIN.
- 7.3 The Merchant shall maintain the same policy for permitting refunds for Card Transactions as for cash transactions. If the Merchant does not permit refunds, the Merchant shall legibly mark on all transaction slips the words "No Refunds". However, this statement of policy does not in any way effect any rights of FTSZL.
- 7.4 No cash refund shall be made on a Card Transaction by paying cash directly to the customer. The refund shall be accomplished by writing of a letter of refund to the respective cardholder's bank. A copy of this letter of refund shall be retained by the Merchant.

8. CHARGES AND SETTLEMENT OF ACCOUNTS

- 8.1. The details of charges levied by FTSZL, including the transaction discount rate ("TDR") will be as per this Agreement.
- 8.2. By registering for or using the Services, You authorize FTSZL to make deductions from the amounts due and payable to You under this Agreement, which includes the following:

8.2.1.TDR

- 8.2.2. Taxes in force as applicable for the time being

- 8.2.3. Refund(s), chargebacks, and any other amounts due and payable by You to Us in terms of the T&Cs and this Agreement (Deductions specified under sub-paragraph 8.2.1, 8.2.2 and 8.2.3 shall be collectively referred to as "Deductions".)

- 8.3 Any payments made to You will always be subject to applicable Deductions.

- 8.4. You agree and undertake to execute all authorizations and writings, as may be required by FTSZL from time to time, to make the Deductions.

- 8.5 You agree and acknowledge that any payment made to you is without prejudice to any claims or rights that We may have against You, and such payments will not constitute any admission by Us as to the performance by You of Your obligations under these T&Cs and You Agreement.

- 8.6. Notwithstanding anything contained in these T&Cs and/or Your Agreement, where FTSZL has reason to believe that any charges/debits have been fraudulently incurred ("Suspect Charge"), FTSZL will always be entitled to deduct an amount equivalent to Suspect Charge from the amount payable to You.

- 8.7. If after due inquiry and investigation by Us, We determine that the charge/debit is a valid charge and not a Suspect Charge, FTSZL will release the withheld payment.

- 8.8. If We determine after due inquiry and investigation that any Suspect Charge is not a valid charge at all, FTSZL will not release the withheld payment and will transfer the same payment transaction of the Customer in question.

- 8.9 We will communicate to You if any penalty is payable by You to Us for the Suspect Charge or any other payments withheld under the provisions of these T&Cs and Your Agreement.

9. REFUNDS AND CHARGEBACKS

- 9.1. If You receive a request from a Customer for refund or cancellation of payment ("Refund Request") in relation to a Transaction, You shall promptly notify Us about such Refund Request and also intimate Us as to whether You agree to process such Refund Request or not.

- 9.2. If You agree to process the Refund Request, FTSZL shall deduct the amount of refund or cancelled payment ("Refund Amount") from the amount payable to You under You Agreement and transfer the Refund Amount to the Customer in question.

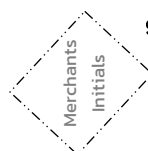
- 9.3. If We receive a Refund Request, We will forward the same to You. Promptly upon receipt of the Refund Request, You will notify Us as to whether You are agreeable to process the Refund Request or not. In case, You are agreeable to it, the provision of 9.2 will apply, to the extent applicable.

- 9.4. In the event, You do not agree to process the Refund Request, FTSZL reserves the right to either deduct the Refund Amount from the amount payable to You and/or claim a refund from You.

- 9.5. If You and the Customer are unable to arrive at a satisfactory resolution of a problem within a period of 14 (fourteen) days thereafter, we shall be entitled to make a direct credit to the disputing Customer for the disputed amount. Such a deduction from the amount payable to You and the direct credit to the disputing Customer's account shall not be disputed by You in any manner whatsoever.

- 9.6 In the event the Customer and You arrive at a settlement within the said 14 (fourteen) day period, FTSZL shall deal with the said money in accordance with the terms of the settlement arrived at.

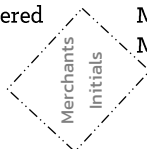
- 9.7. If at any time the amount due to You under this Agreement is not sufficient to adjust the Refund Amount, then FTSZL reserves the right to:



- 9.7.1. deduct the amount from the subsequent payment to You;
- 9.7.2. deduct the amount from security deposit (if any); and
- 9.7.3. Claim from You the amount credited in Your FTSZL Wallet, along with the interest in force applicable for the time being.
- 9.8 You will make provisions at the earliest for the amount payable to FTSZL under the T&Cs of this Agreement. If You fail to pay the amount within 15 (fifteen) Working Days from the date it is due for payment, You will be liable to pay interest as per standard bank rates in Zambia.
- 9.9. In case of a FTSZL transaction, You will not be entitled to make cash refunds or cancellations or to deal directly with the Customer. If You make or attempt to make a refund in connection with the Transaction, in any manner other than through Us, it will constitute a breach of these T&Cs in this Agreement, and in such an event, We may have the right to terminate Your Agreement.
- 9.10. All Chargeback requests received by FTSZL from NFS for Your orders will be communicated to You, and You will have the ability to dispute the chargeback by providing proof of delivery (supported by Invoice, Transaction Receipt and an authorization letter) within 1 (one) working day from the date of communication. However, FTSZL will have the right to deduct the Chargeback amount from FTSZL daily settlements to You, as and when such amount is deducted by NFS.
- 10. THE MERCHANT'S ACCOUNT - PAYMENTS**
- 10.1 The terms and conditions of this Agreement shall prevail in the case of any inconsistency between this Agreement and any other document whatsoever relating to the Merchant's Account.
- 10.2 Subject to FTSZL's rights under this Agreement, FTSZL shall make payment to the Merchant the total amount less TDR and other expenses, of each Card Transaction effected by the Merchant through the POS Device supplied by FTSZL:
- 10.2.1 if the Merchant has an account with a bank designated by FTSZL, by transfer to such account; OR
- 10.2.2 by deposit of a cheque into any other bank account designated by the Merchant.
- 10.3 Subject to the T & C of this Agreement, FTSZL shall pay You the aggregate amount of the transactions done every day after deducting the TDR applicable plus the NFS Transaction Charge, within the subsequent two Working Days, excluding Monday
- 10.4 The Merchant agrees that the amount of any Card Transaction presented by the Merchant may be immediately withdrawn by FTSZL from the Merchant's Bank Account, upon notification and the circumstances surrounding such action.
- 10.5 FTSZL may charge all fees, payments and charges, including Chargebacks, due to it hereunder by directly debiting the Merchant's Account. For this purpose the Merchant agrees to sign the authorization that will be indicated by FTSZL. In the event the Merchant's Account is closed or the funds in such account are insufficient to pay the Merchant's fees, payments and charges as they become due, the Merchant agrees to pay FTSZL upon demand any amount due, inclusive of interest and charges, by any other method of payment at FTSZL's discretion including deductions from future payments.
- 10.6 No payment of any Card Transaction shall be final, so long as the Transaction is subject to Chargeback (180 days) or repayment. The Merchant agrees that FTSZL may revoke any prior provisional settlement of a Payment Slip by making an immediate withdrawal, upon notification and the circumstances surrounding such action.
- 10.7 FTSZL shall be entitled to set off and deduct from any payment due to the Merchant with;
- 10.7.1 The amount of any refund due to any cardholder in accordance with the refund procedure; and
- 10.7.2 Any over payment made by FTSZL due to mathematical errors or otherwise.
- 11. NON-WORKING DAYS**
- 11.1. FTSZL is reliant on third parties such as banks and/or NFS to deliver timely Services. Since FTSZL cannot control the actions of such third parties, FTSZL will not be responsible to render Services or process payments or refunds on the following days ("Non-Working Days"):
- 11.1.1. Days which are declared as holidays by the "BOZ", any other Statutory Authority, or any other day which is declared a holiday by Us; and
- 11.1.2 Days including Saturdays and Sundays and declared holidays in Zambia.
- 12. RIGHT TO USE TRADEMARKS, SERVICE MARKS OR LOGO**
- 12.1 Nothing contained in these T&Cs constitutes a license in favour of You to use trademarks, service marks, or logos and/or any other marks owned by FTSZL that may be reflected on the site/outlet. Intellectual Property Rights ("IPR"). Any use by Merchant of IPR will only be done with the prior written permission from us.
- 12.2. You acknowledge that we are the sole and exclusive owner of our respective IPRs and agree that you will not contest the ownership of the said IPRs for any reason whatsoever.
- 13. PROHIBITION AGAINST OFFER OF BANNED GOODS/SERVICES**
- 13.1. If we have any reason to believe that a Merchant is offering any Banned Goods/Services (as listed in Schedule 1 hereunder) for sale to Customer, We reserve our right to terminate the Agreement with immediate effect.
- 13.2. We rely on Your representation that You do not and will not Offer Banned Goods/Services to the Customer.
- 14. OBLIGATIONS OF THE MERCHANT**
- The Merchant shall:
- 14.1 Permit FTSZL to place an EDCT/POS Device in a position approved by FTSZL on all those premises where the Merchant will or proposes to or from which the Merchant shall conduct Card Transactions and which will print a Sales Slip in respect of each transaction effected. As regards each POS Device the Merchant shall at its own expense:
- 14.1.1 Promptly honour, without discrimination, all valid Cards which are UPI, MasterCard, VISA and any other Card/s as may be revised from time to time by FTSZL;
- 14.1.2 Comply with all procedures for the Transactions as outlined in this Agreement and in the user guide as advised to the Merchant from time to time. The Merchant agrees to comply with FTSZL policy, compliance (including the compliance requirements of the Card Schemes where applicable), procedures and forms requirements, as amended from time to time, for the timely and secure processing of Card Transactions.
- 14.1.3 Whenever instructed by FTSZL, or whenever the Merchant determines that a Payment Card is altered, disfigured or counterfeit or is listed on the current Stop List or the Merchant is directed by FTSZL so to do, use his best efforts to retain the Card using prudence and care to avoid any breach of the peace or any injury to any person, property or reputation.
- 14.2 Display advertising and promotional materials that FTSZL may provide for the purpose of advising the public that the



- designated Cards will be honoured by the Merchant. However, the same should be to Merchant's satisfaction.
- 14.3 Store all media containing cardholder account information in a secured area, or as secured data, in compliance with any applicable data protection legislation and in all respects to the satisfaction of FTSZL, to which access is limited to selected personnel until discarding.
- 14.4 Notify FTSZL immediately in the event of any changes in the Merchant's trading name, place of business and the Merchant's Account.
- 14.5 Unless otherwise specified, retain and provide, at FTSZL's request, copies of all Sales and Credit Slips and all Card Transactions' records.
- 14.6 At all times and in respect of all transactions offered to him by Cardholders or which he offers for acquisition by FTSZL, act in the utmost good faith in the interest of FTSZL.
- 14.7 Use an accurate business name. Business name used by You shall accurately identify You and shall not be misleading. You shall ensure that You have the right to use the business name and that the name, trademark, or logo does not infringe the intellectual property rights of any third party.
- 14.8 Not send inappropriate e-mail communications to the Customers. All communications shall be courteous and relevant. Unsolicited e-mail communications to Customers or e-mails containing marketing communications of any kind, except as expressly permitted by Us, shall be prohibited.
- 14.9 Not register multiple accounts for the same business entity. If You have a legitimate business need for a second account, you shall make an application for the same to Us. Based on various standards, including but not limited to, good standing account with excellent Customer relationship, , We may, at our sole discretion, approve the registration of the second account.
- 14.10 Inform FTSZL in the event of the closure of any Establishment and/or the transfer or sale of Your business to another person at least thirty (30) working days prior to the effective date of closure, transfer or sale.
- 14.11 Authorize FTSZL to disclose any information relating to the Merchant's account or the conduct thereof, Merchant's particulars and affairs (financial or otherwise) to any party, in response to a request or directive from any Statutory / Governmental Authority.
- 14.12 Not sell, purchase, provide or exchange a Cardholder's name or Card account number information in the form of imprinted sales slips, carbon copies of imprinted sales slips, mailing lists, tapes or other media obtained by reason of a Card transaction to any third party, other than to its VISA/Master Card acquiring member, to VISA/Master Card, or pursuant to a Government request. This obligation survives even after the expiry or termination of the Agreement.
- 14.13 Not swipe the Cards presented to You in any other devices in addition to the EDCT or POS terminal issued by FTSZL. (This practice may compromise the data security of the Cardholders and would lead to creation of counterfeit Cards and perpetrate frauds).
- 14.14 Comply with the applicable Rules & Guidelines of Payment Association in Zambia, with respect to MasterCard, Visa, Union Pay Rules, FTSZL and Industry requirements.
- 14.15 Adhere to FTSZL's Data Protection Practices regardless of the number of Acquiring relationships You may have entered into;
- 14.16 Ensure that any industry rules, regulations and/or related legislation, best practice guidelines, and the terms of the Merchant Services Agreement are always complied with;
- 14.17 Not make any negative, denigrating, or defamatory statement(s)/comment(s) about FTSZL, the brand name or domain name used by FTSZL, or otherwise engage in any conduct or action that might tarnish the image or reputation of FTSZL or otherwise tarnish or dilute any trademark, service marks, trade name and/or goodwill associated with such trade, service marks or trade name as may be owned or used by FTSZL.
- 14.18 Not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or FTSZL's systems, networks, or any systems or networks connected to FTSZL (if any).
- 14.19 Be responsible, from time to time, for providing information relating to the Services proposed to be sold by You, which shall be accurate in all respects, and the same shall not exaggerate or over-emphasize the attributes of the Services.
- 14.20 Not allow any Cardholder to en-cash any cheque and/or not make any cash advance and cash refunds directly to such Card member;
- 14.21 Not conduct unlawful/fraudulent business activities; and
- 14.22 Not obtain voice authorization to process a Transaction, as a result of POS failure, decline message or any other reason.
15. OBLIGATIONS OF FTSZL
- FTSZL shall:
- 15.1 Subject to compliance by the Merchant with its obligations under these Terms and Conditions, acquire the Merchant's Card Transactions presented to it through a POS Device installed as provided herein during the currency hereof and duly Authorized in accordance with this Agreement by or through that Device, at a price equal to the face value thereof less such deductions as may be permitted under this Agreement hereof or otherwise hereby and payable in accordance with this Agreement.
- 15.2 Provide the Merchant with such number of POS Devices as FTSZL shall determine to be required from time to time to meet the business needs of the Merchant and, subject to the Merchant's obligations under this Agreement, to install and make operational such Devices on the premises of the Merchant, to keep such Devices with their communication links programmed and maintained and if necessary upgraded or replaced so as to provide a satisfactory Service for the performance of this Agreement and to provide continuous access for the Devices to the Card and Transaction processing operations of FTSZL or its contractor as the case may require.
- 15.3 Respond through the POS Device to all properly made requests for authorization made through the Device within a reasonable interval from the entry of the Card and Transaction details therein, provided that such service shall be dependent on the availability and operation of telecommunications facilities and NFS network, over which FTSZL has no control.
- 15.4 Provide user training to the Merchant or any Merchant staff as expressly authorized by the Merchant on, user reconciliations and operational procedures, card security and fraud detection issues.
- 15.5 Provide user training per deployed outlet for Merchant reference.
- 15.6 Make available the details of the card transactions of the Merchant on a daily basis, in the FTPAY Portal, for the Merchant to log-in and verify, if desired.



15.7 Settle acquired transactional proceeds due to the Merchant within time frame agreed herein.

16. REVISION OF T&CS

We reserve the right to change any of the T&Cs or any policies or guidelines governing the Site/Wallet or Services, at any time and at our sole discretion. Any changes will be effective upon posting of the revisions on the Site or on communication to You.

17. WARRANTIES

17.1 The Services provided by FTSZL is on an "as is" basis. We do not make any other representations or warranties of any kind, express or implied, including without limitation that the Services will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error.

17.2 The Merchant warrants that

17.2.1 each payment is a true and correct record of a Transaction between the Merchant and the Cardholder and warrants to FTSZL that all goods were delivered and/or all services were performed.

17.2.2 the Card Transactions presented to FTSZL under this Agreement will not also be presented for payment to another financial institution.

17.2.3 he shall be solely responsible for its actions in retaining Cards and that the Merchant will indemnify, defend and hold FTSZL, and their members, harmless from any claim, loss or liability, arising from any injury to persons, property, or reputation, or any breach of the peace which occurs as a result of retaining a designated Card.

18. GENERAL RELEASE

18.1 We only provide a technology for facilitating the payments made by the Customer for the products/services purchased from You. We are not involved in the transaction between the Customer and You, and we do not provide any warranty or endorse the product/services sold by You.

18.2 We are not responsible for any non-performance or breach of any contract between You and Your Customers.

18.3 At no time shall We hold any right/title to or interest in the items nor have any obligations or liabilities with respect to such a contract between You and Your Customer. We are not responsible for unsatisfactory or delayed performance of services, damages, or delays as a result of items which are out of stock or unavailable.

18.4 Notwithstanding Our reasonable efforts, We cannot control the information provided by other users which is made available on the Site. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and practice safe trading when using the Site. Please note that there may be risks in dealing with underage persons or people acting under false pretense.

18.5 If a dispute arises between You and Your Customer, FTSZL shall not be responsible for any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way.

18.6 In addition to any other rights given to FTSZL by this Agreement, during the term of this Agreement, FTSZL may:

- re-investigate any information provided by the Merchant at any time, and in so doing FTSZL may require additional information to be provided by the Merchant;

- request credit reports and/or otherwise verify the Merchant's credit standing and funding adequacy;
- inspect the Merchant's location(s) at any time during the Merchant's business hours, and the Merchant hereby agrees to cooperate with any such inspection.

19. NOTICES AND COMMUNICATION

19.1 Any notice or notification in connection with these T&Cs or Merchant Agreement executed with You will be communicated through the contact information specified in this Agreement, unless otherwise specified.

19.2 All Your communication with Us will be of a professional nature only. You will not contact Us to harass, intimidate, or threaten any person or to promote any cause which You may support.

19.3 You will be subject to Our Terms of Use and Privacy Policy updated from time to time.

20. DURATION AND TERMINATION

20.1 This Agreement will commence on the Effective Date and shall endure indefinitely thereafter, and until terminated by either Party in writing as provided for herein;

20.2 This Agreement may be terminated;

20.2.1 by either Party by giving thirty (30) days written notice to the other Party.; or

20.2.2 by FTSZL by notice in writing if:

20.2.2.1 You misrepresent any data or information required by or provided to FTSZL;

20.2.2.2 all or substantially all of the assets of the Merchant's business are sold, transferred or pledged;

20.2.2.3 a bankruptcy petition is filed by or against the Merchant;

20.2.2.4 there is a substantial change in the Merchant's current credit standing or for any other reason based upon FTSZL policy or business decision;

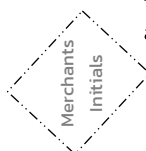
20.2.2.5 more than FIVE (5) transactions in any one week are subject to chargeback requests.

20.2.2.6 the Merchant to notifies FTSZL immediately upon the occurrence of any event or condition covered by this Section.20.2.2

20.3 In the event of termination the Merchant shall present all completed transactions to FTSZL at the time of termination. However, subject to the other provisions in the Agreement, payment for all such items received will only be made to the Merchant after the payment is successfully collected by FTSZL from the Card issuer(s) and in any event only after thirty (30) days from the date of the receipt by the FTSZL of the Transaction information relating to that Transaction. Where any refund claimed by FTSZL exceeds the amount due to the Merchant, the difference thereof shall be a debit due from the Merchant to FTSZL and be forthwith payable by the Merchant to FTSZL.

20.4 In the event the Merchant has informed FTSZL about the closure, transfer or sale of its business, this Agreement shall terminate at the expiry of the period of thirty (30) days. Provided however, until the Merchant returns the EDCT/POS to FTSZL, the Merchant shall remain liable for any Transaction effected through the use of the EDCT/POS provided to the Merchant.

20.5 Upon such termination the Merchant shall forthwith and at the Merchant's expense return to FTSZL the EDCT/POS and all related documentation.



- 20.6 Any termination shall not affect any liabilities incurred prior to the termination nor any provision expressed to survive or to be effective on termination and this Clause shall remain in full force and effect notwithstanding termination.
- 20.7 Any transaction presented to FTSZL for payments after the termination date, whether it bears authorization or not, shall not be paid by FTSZL.
- 20.8 FTSZL has the right to terminate the Agreement and remove the EDCT/POS, if sufficient Card sales are not generated by the Merchant.
- 20.9 Upon termination of this Agreement, terminals are to be returned to FTSZL forthwith on the date of termination, on failure of which FTSZL will charge the Merchant the full replacement cost of the terminal.

GENERAL CLAUSES;

- 21.1 Severability: If any part of these T&Cs is determined to be invalid or unenforceable pursuant to Applicable Laws then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these T&Cs will continue in effect.
- 21.2 Assignment: This Agreement is not assignable by the Merchant. But FTSZL is entitled at any time, with notice to the Merchant, to assign this Agreement or any of the FTSZL's obligations here under and/or sub-contract or appoint any agent to carry out any of FTSZL's obligations herein.
- 21.3 Waiver: The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of the rest of them right at any time subsequently to enforce all terms and conditions of this Agreement.
- 21.4 Jurisdiction; All disputes and differences relating to this Agreement, Transactions hereunder and any other matters related hereto or as to the interpretation or enforcement of this Agreement shall be subject to the exclusive jurisdiction of the courts in Zambia.
- 21.5 Force Majeure: If at any time during the term of this Agreement the performance in whole or in part of either Party's obligation under this Agreement is prevented or delayed by any reason beyond the control of the Parties hereto, including but not limited to fire, storm, flood, earthquake, explosion, accident, military operation, war, rebellion, riot, wreck, epidemic, embargo or any virus in the system or any other electronic delay or any laws, major failure in electronic communication systems, regulations or other Governmental actions, neither Party shall be entitled to terminate this Agreement nor shall either Party have any claim for damages against the other in respect of such non-performance or delay in performance, and shall be entitled to resume as soon as practicable after any such event has come to an end or ceased to exist, provided that if the performance in whole or part of any obligations under this Agreement is prevented or delayed by reason of any such event for a period exceeding thirty (30) days, the Parties shall jointly discuss the feasibility of a rescheduling of performance. If either of the Parties cannot with reasonable diligence be expected to continue performance, either Party may at its option elect to terminate this Agreement or such part thereof as can be severed therefore without affecting the performance of the remaining portion. Nothing contained in this clause shall be construed as relieving either Party from its obligation to pay any sum due to the other Party.

21.6 Publicity;

21.6.1 You shall not use the name and / or trademark/logo/tradename of FTSZL, its respective group companies, subsidiaries, or associates in any states or marketing publications or advertisements or in any other manner without the prior written consent of FTSZL, as the case may be. Where such consent is granted, You expressly agrees to prominently display and maintain FTSZL's Promotional Material as supplied by FTSZL from time to time.

21.6.2 You expressly agrees for the

- inclusion of Your name in any directory or promotional material produced in connection with the Cards and E-Wallets and display of VISA, Master Card, other Card brand and E-Wallet logos on the premises of publicizing the acceptance of all Cards and E-Wallets.

21.9 Counterpart: This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

21.10 Variation of Agreement: FTSZL reserves the right at all times to vary or amend these terms and conditions. Any such variation or amendment or instruction will become effective and binding on the Merchant upon notification to the Merchant by regular post and if the Merchant is unwilling to accept any such variation or amendment or instruction, the Merchant shall notify FTSZL in writing by registered post within five working days from the receipt of the notification by FTSZL. A notification sent by FTSZL by post shall be deemed to have been received by the Merchant on the day following the date of posting.

21.11 Dispute Resolution: All disputes arising in connection with this Agreement shall be settled by arbitration in Zambia, in accordance with the commercial arbitration rules of Zambia ("the Rules of Arbitration").

21.12. Others:

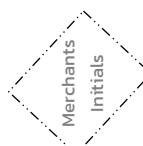
21.12.1 No alteration or variation to, or consensual cancellation of this Agreement shall be of any force or effect, unless it is recorded in writing and signed by both the Parties.

21.12.2 Nothing in this Agreement constitutes either Party as the agent, principal, representative or partner of the other, and no Party shall be entitled to hold out to any third party that the relationship between the Parties is that of a partnership, joint venture or the like.

22. LIABILITY AND INDEMNIFICATION

22.1 The Merchant shall indemnify and hold FTSZL, its directors, officers, employees, agents, independent contractors or Sources harmless from any liability, loss, damage, claim or complaint, including reasonable attorneys' fees, arising out of:

- the Merchant's failure to comply with or to enforce any provision of this Agreement;
- any loss, if fraud precautions are not taken by the Merchant;
- any loss, in the case of any Transaction in which a Card was not presented;
- any loss caused by the Merchant's violation of Card Schemes' rules or regulations or the laws of the Republic of Zambia or of any other country. In the event of any fraud being unveiled the Proprietor/Partner/directors of the Merchant shall be held directly liable for any loss incurred by FTSZL;
- any loss or damage that FTSZL incurs or suffers, as a result of penalties or fines imposed upon FTSZL, or any claim that is brought against FTSZL as a result of Chargebacks received, Fraudulent Transactions, suspected Fraudulent Transaction and/or if the Transaction/sales voucher is for any reason invalid, erroneous or illegal etc.



- all losses, costs, penalties, payments or any other liability whatsoever arising from any dispute, claim or defence raised against the FTSZL where such dispute, claim or defence is caused by any act or omission on the Merchant's part.

22.2 FTSZL will not be liable for any network breakdown, systems failure, equipment malfunction, power failure or similar events which are beyond the FTSZL's control.

23. LIMITATION OF LIABILITY

23.1 IN NO EVENT WILL FTSZL BE LIABLE FOR

23.1.1 ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF REVENUE OR LOSS OF BUSINESS PROFITS, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR

23.1.2 DAMAGES RELATING TO ANY CLAIM THAT ACCRUED MORE THAN ONE YEAR BEFORE THE INSTITUTION OF ADVERSARIAL PROCEEDINGS THEREON. SUBJECT TO THE ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED HEREIN.

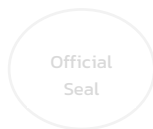
23.2 THE MAXIMUM AGGREGATE LIABILITY, FOR ANY AND ALL DIRECT DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OF FTSZL, REGARDLESS OF THE FORM OF CLAIM SHALL NOT EXCEED THE SUM TOTAL OF MONTHLY SERVICES CHARGES FOR SIX (6) MONTHS.

IN WITNESS, WHEREOF, the Parties have set their respective hands at the place and on the date, month and year first stated above.

For Financial Transaction Services Zambia Ltd.

Signature: _____

Name: _____ Designation: _____



Witness: Signature: _____

Name:

Address:

On behalf of the Merchant Establishment

Signature: _____

Name: _____ Designation: _____

Witness: Signature: _____

Official
Seal

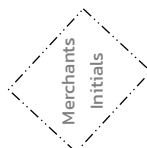
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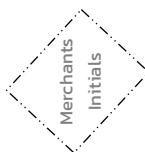
SCHEDULE I: LIST OF PROHIBITEED & RESTRICTED ITEMS

Following items are not allowed to be sold by You using the FTSZL POS Solution. Please note that You and/or Company shall be responsible for any legal issues and other liabilities arising if it tries to sell these below mentioned items at Your website and/or FTSZL POS Solutions shall in no way be held responsible for the same:

- ❖ Adult Material which includes pornography and other sexually suggestive materials (including literature, imagery, and other media); escort or prostitution services;
- ❖ Animals and Wildlife products – examples include live animals, mounted specimens, and ivory;
- ❖ Artifacts prohibited for sale; Beta software;
- ❖ Bootleg / Pirated Recordings; Brand name misuse;
- ❖ Bulk marketing tools which include email lists, software, or other products enabling unsolicited email messages (spam);
- ❖ Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free;
- ❖ Catalogue and URL Sales;
- ❖ Child pornography which includes pornographic materials involving minors;
- ❖ Copies of unauthorized Copyrighted materials whether in electronic or physical form or any other medium which may not be in existence at present;
- ❖ Counterfeit Currency and Stamps;
- ❖ Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms;
- ❖ Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items;
- ❖ Embargoed Goods and Prohibited Countries;
- ❖ Endangered species which includes plants, animals or other organisms (including product derivatives) in danger of extinction;
- ❖ Event tickets;
- ❖ Firearms, ammunition, Militaria and Knives;
- ❖ Fireworks, Explosives and Explosive substances; toxic, flammable
- ❖ And radioactive materials and substances;
- ❖ Gaming / gambling which includes lottery tickets, sports bets, memberships / enrollment in online gambling sites, and related content;
- ❖ Governments IDs and Licenses which includes fake IDs, Passports, diplomas and noble titles;
- ❖ Hacking and cracking materials which includes manuals, how-to guides, information, or EDCT enabling illegal access to software, servers, or other protected property;
- ❖ Hazardous and Restricted items;
- ❖ Human parts and remains;
- ❖ Items encouraging illegal activity – examples include an eBook describing how to create methamphetamine;
- ❖ Miracle cure which includes unsubstantiated cures; remedies or
- ❖ Other items marketed as quick health fixes;
- ❖ Multi-level marketing collection fees;
- ❖ Copyright unlocking items that include MOD Chips or other devices designed to circumvent copyright protection;
- ❖ Movie prints;



- ❖ Offensive Material – examples include ethnically or racially offensive material or any literature,
- ❖ Products or other materials that:
 - a) Defame or slander any person or groups of people based on race, ethnicity, national origin, sex, or other factors. and
 - b) Encourage or incite violent acts c) Promote intolerance or hatred;
- ❖ Offensive goods, crime which includes crime scene photos or
- ❖ Items, such as personal belongings, associated with criminals; Police, Army, Navy and Air Force related items;
- ❖ Pre-Sale Listings;
- ❖ Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a licensed medical practitioner;
- ❖ Promotional item;
- ❖ Real Estate;
- ❖ Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances / refrigerants, chemical / industrial solvents, government uniforms, car titles or logos, license plates, police badges and law enforcement EDCT, lock-picking devices, pesticides; postage meters, recalled items, slot machines; goods regulated by government or other agency specifications.
- ❖ Replica and Counterfeit items including imitations of designer goods; items without a celebrity endorsement that would normally require such an association, fake autographs, counterfeit stamps, and other potentially unauthorized goods;
- ❖ Ringtones;
- ❖ Stocks and other securities or related financial products;
- ❖ Stolen property;
- ❖ Traffic devices which include firearms, ammunition, knives
- ❖ Brass knuckles, gun parts, and other armaments;
- ❖ Wholesale currency which included discounted currencies or currency exchanges
- ❖ Any kind of services not related to products;
- ❖ Any other product or service which is not in compliance with all the applicable laws and regulations whether federal, state, local or international including Laws of Zambia.



DOs

- ✧ Display in easily visible locations, that you accept all types of cards.
- ✧ Check card plastic to see any abnormality. Verify Visa / Master / UnionPay card emblem, logo, preprinted Bank Name before the transaction.
- ✧ Check card validity period.
- ✧ Check for card Security features.
- ✧ Swipe the card through the terminal in the customer's presence.
- ✧ Follow instruction from POS (approve /decline/collection etc.)
- ✧ If the card is accepted request the customer to input his secret PIN for validating the transaction.
- ✧ In case the card is declined as Lost/Stolen, Capture, Pickup, the merchant should retain the card or report it immediately to the acquiring bank.
- ✧ If the Transaction got Failed, don't part with the goods, even if the customer shows a message from the bank as his account has been debited. Take note of the Customer's Mobile number for subsequent follow up.
- ✧ Compare the card number & name printed on the charge slip with that on the card.
- ✧ Make Invoice with all Terms & Conditions printed.
- ✧ If the card is not signed then ask the customer to sign it in your presence. Verify the signature and name along with photo identification.
- ✧ Return the card and customer copy of the charge slip to the customer.
- ✧ Keep the merchant copy of the charge slip and the invoice of the Transaction for at least one year after the sale to settle any future disputes.
- ✧ For all International/High Value card transactions, it is recommended that the merchant should check the ID proof of the card holder and compare the signature on the card to the signature on the ID proof. Also check whether the nationality as per ID proof matches with Issuing bank country.
- ✧ Keep Xerox/Photo Copy of original charge slip to retain details imprinted for longer life, as charge slips are made of thermal paper & its life is low.
- ✧ Keep stock of EDC paper roll for a minimum period of 30 days.

DONTs

- ✧ Accept white plastic / card without logo of Bank / Mastercard / Visa / UnionPay.
- ✧ Split the amounts and swipe multiple times for a single transaction.
- ✧ Provide cash against the cards.
- ✧ Use your own card at the merchant establishment.
- ✧ Handover the EDC to the card holder, unless the terminal asks for a PIN to be entered.
- ✧ Write down the card information at any time.
- ✧ Use the paper roll of the others / plain paper roll / expired paper roll.



- When possible, do not handle the card. Ask the customer to swipe the card and to show you the card if needed. If handling the card is required due to the location of the card device or other factors, keep the card in view of the customer at all times.
- If the customer needs to give you the card to be swiped, do not give the card back to the customer until the payment is approved.
- Store all materials containing cardholder account information in a restricted / secure area.
- Never store Sensitive Authentication Data subsequent to authorization.
- Limit access to sales drafts, reports, or other sources of cardholder data to employees on a need-to-know basis.
- Redact all but the last four digits of the account number if paper records containing payment card account numbers are stored.
- Printed customer receipts that are distributed outside the merchant department must show only the last four digits of the payment card account number.
- Do not store cardholder data in a customer database or electronic spreadsheet.
- Render unreadable and cross-cut shred materials containing cardholder data prior to discarding.
- Cardholder information is not to be taken or distributed for unauthorized purposes.
- Visually inspect any physical card devices on a routine basis to ensure that they have not been tampered with.
- Payment card transactions must be done in person. Cardholder data should never be sent nor received via end-user messaging technologies.
- Should never enter cardholder data directly into a website or payment gateway for a customer.
- When a refund is necessary, the refund will be credited to the same account from which the purchase was made.
- A refund will never exceed the original payment amount.
- If any portion of a payment is non-refundable, the Merchant will declare this information to the customer before the transaction is processed and the customer must provide a means of acknowledgement (e.g., signature) that they understand and accept the terms of the payment.

