



MERCHANT APPLICATION FORM

Merchant Name:

Trading name (if different):

Type of Business:

Business Address:

Telephone No:

Fax No:

Contact Person's details:

E-mail:

Merchant Transactor Details

Period as an EcoCash Agent (if applicable):

Brief Description of products to be sold through Ecocash:

Projected number of transactions (per month):

Banking

Details

Authorised Merchant's signatory:

Signature:

Designation:

I/We _____ hereby certify that all the information provided is correct. I/We authorize Econet to use the information contained herein to process the application. We hereby agree that the Ecocash Merchant terms and conditions signed on _____ shall remain applicable to this application. I/We have been provided with a copy of the said terms and conditions and have read and understood the same.

Disclaimer:

Please note that the completion of this form will not bind Econet in any particular course of action and submitting of the information shall not create a contractual relationship between the parties unless and until the application has been approved by Econet.

OFFICIAL USE

Merchant Code	
Merchant Line	

Recommended	
Approved	
Date	

EcoCash Merchant Terms & Conditions

WHEREAS Econet is desirous of appointing

as its Merchant to accept payments through Econet Mobile Money Transfer ("EcoCash") as well as to provide related mobile money transfer services offered by Econet Wireless (Private) Limited ("Econet") as part of its mobile phone services and products within Zimbabwe on non-exclusive basis;

AND WHEREAS the Merchant is agreeable to the provision of such merchant services to Econet

NOW THEREFORE IN CONSIDERATION OF THE AFOREGOING THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1 **Cash-Out** means the process of redeeming e-value for cash from the Agent.
- 1.2 **Customer** means every person in whose name an EcoCash account is registered in connection with the use of EcoCash services and who also purchases goods and/or services from the Merchant.
- 1.3 **E-value or e-money** means the electronic money in the Mobile Money Transfer System which will equate to the deposits in the Econet Trust Account at TN Bank.
- 1.4 **E-wallet** means an E- value repository.
- 1.5 **EcoCash Agent** means an entity registered by Econet to fulfill functions of registering customers and effecting deposits and withdrawals.
- 1.6 **EcoCash Transfer and Payment system** means the EcoCash mobile money system on which the Mobile Money Transactions are done.
- 1.7 **Merchant** means an entity that accepts E-value as a payment mode for goods and/or services and also for bulk disbursement of cash as E-value to beneficiaries.
- 1.8 **Merchant Code** refers to a five digit number assigned to a business or organization by Econet upon registration as a Merchant
- 1.9 **SMS** means short message services.
- 1.10 **USSD** means the Unstructured Supplementary Service Data menu on your cellphone that lists all the services.

2. SCOPE OF MERCHANT AGREEMENT

Econet hereby appoints and retains the Merchant, on a non-exclusive basis, to perform functions, services and such other acts as the Merchant is specifically required to do pursuant to the terms of this agreement. The Merchant agrees to perform its duties under the supervision of Econet within Zimbabwe commencing _____20__, subject to renewal, extension or termination by the Parties.

3. MERCHANT'S RIGHTS AND OBLIGATIONS

- 3.1 The Merchant shall forthwith upon execution of this Agreement, if not already done prior to such execution, register with Econet as a

Customer and have an Econet line to facilitate registration as an Econet mobile money Merchant ("EcoCash Merchant").

- 3.2 The Merchant's outlets shall be staffed by appropriately qualified and trained staff members to handle Ecocash payments. Should Econet organise training for Outlet staff, the Merchant will ensure that Outlet staff are in attendance. The Merchant shall not do or omit to do anything which could reasonably be regarded as inconsistent with this obligation.
 - 3.3 The merchant shall accept EcoCash payments from customers for goods and services bought. The procedure for accepting EcoCash payments shall be as follows:
 - 3.3.1 The merchant shall display his merchant code at all times where it is clearly visible to customers.
 - 3.3.2 The customer will initiate a payment transaction for good and/or services through USSD (cell phone) menu dial string *151*200#
 - 3.3.3 The Merchant shall ensure that the customer quotes the Merchant Code in all payments made through Ecocash.
 - 3.3.4 The Merchant shall not deduct any charges for the payment transactions made by the Customer. In this regard the amount transferred by the Customer shall be equivalent to the price(s) of goods and/or services displayed on the till.
 - 3.3.5 The Merchant shall release the goods and or/services to the customer upon successful completion of the transaction and the money reflecting in the Merchant's e-wallet. In this regard the Merchant shall receive an SMS notification showing inter alia the amount paid by the Customer, their name and customer number. A receipt shall be generated where systems are integrated.
 - 3.3.6 At any time The merchant may choose to liquidate his/her e- wallet at any EcoCash agent's outlet for amounts of up to US\$500 or by issuing a bank transfer instruction for amounts more than US\$501 to the EcoCash Department situated at David Livingstone House, Corner Seventh Street and Livingstone Avenue.
 - 3.4 The Merchant shall exercise full control over and take full responsibility to ensure that all payment transactions are done as per the procedures provided by Econet as well as for its employees, their acts and omissions when carrying out Ecocash payment transactions.
 - 3.5 Where the Merchant gets involved in money laundering, terrorist financing or any unlawful activities not governed by this agreement; the Merchant shall be solely liable for any such illegally perpetrated activities. Econet will not, in any way be party or held liable to such illegal activities.
- ## 4. OBLIGATIONS OF ECONET
- Econet shall:**
- 4.1 Ensure that the Mobile Money Transfer and Payment System operates effectively in accordance with the provisions of the EcoCash Procedures Manual.
 - 4.2 Ensure that adequate marketing campaign

material is available for use by the Merchants.

- 4.3 Have a fully operational Call Centre manned by qualified employees and/or automated systems to assist in the resolution of problems related to the EcoCash Services.
- 4.4 Econet excludes warranties of all kinds and shall not be liable for any costs, loss, liability or damage whether direct, special or consequential whatsoever and howsoever arising whether from any suspension or termination of this Agreement or otherwise.
- 4.5 Econet will train outlet staff so that they are proficient with EcoCash before they start offering the EcoCash services to the market. Econet will meet all expenses related to the training venue and training material, while the Merchant meets all travel and accommodation expenses incurred by their officers when they attend training.

5. CHARGES

- 5.1 Econet will prescribe a charge for the Merchant for the liquidation of e-money and the transaction charges are as follows:
 - 5.1.1 Cashing out through an EcoCash Agent will attract a charge of 3% of the amount being cashed out with a maximum cap of \$6. The charges may change from time to time at the discretion of Econet.
 - 5.1.2 A bank transfer will attract the prevailing bank charges for bank transfers.

6. INDEPENDENT CONTRACTOR

- 6.1 The Parties acknowledge that, save for the duties and powers of the Merchant as stated in clause 3, hereof nothing in this Agreement shall be construed to create a relationship of employment or partnership whatsoever between the Parties, whether for tax or any other purpose.
- 6.2 Subject to clause 3 hereof neither Party shall have the right to bind the other to any Agreement with a third Party or to incur any obligation or liability on behalf of the other Party.

7. SECURITY MANAGEMENT

- 7.1 In the event of loss of the Merchant's SIM card, the Merchant is required to inform Econet immediately so that the SIM card is blocked. The Merchant can contact the Econet call centre or send an e-mail to ecocash@econet.co.zw. Reporting immediately will prevent unauthorised use. The Merchant will be liable for any losses and costs incurred before the disconnection of the SIM card is made by Econet.
- 7.2 The Merchant will be liable for any losses and costs incurred before they notify Econet. The Merchant is responsible for securing their EcoCash and the cell phone used for mobile money transaction. Econet will not be liable for any loss of valuables from the Merchant's premises.

8. CONFIDENTIALITY

- 8.1 The Merchant shall treat as confidential all information relating to Customers, Transactions and Econet.
- 8.2 Each Party agrees to keep all information confidential and agrees that it shall not without the prior written consent of the Merchant, Customer, or Econet, divulge information relating to the Merchant, Customer, or Econet; unless required to do so by law enforcement agents upon which the affected Party should be consulted.

9. BREACH

- 9.1 Econet shall have the right to terminate the Merchant Agreement in the event that the Merchant:
- 9.2 Commits any act of fraud or theft against customers or Econet involving the use of the Econet mobile money facility; and/or
- 9.3 Commits an act that brings Econet into disrepute; and/or
- 9.4 Fails to perform any of its obligations in terms of this Agreement.

10. TERMINATION

- 10.1 If the Merchant is in breach of the provisions of clause 9 hereof, Econet may terminate this Agreement immediately and thereafter inform the Merchant in writing of reasons thereof.
- 10.2 Econet may also terminate the Merchant Agreement for whatever reason by giving 30 days' notice to the Merchant.

11. LIMITATION OF LIABILITY AND INDEMNITY

- 11.1 Econet will not be liable for any costs, loss or damage whether direct, special or consequential, howsoever and when so ever arising from any suspension or termination of this Agreement.
- 11.2 The Merchant shall indemnify Econet, from and against any and all costs incurred by the Merchant of whatever nature and any loss, damage or liability, whether criminal or civil, suffered by Econet resulting from a breach of

this Agreement or any laws and regulations governing the provision of Mobile Money Transfer Services by the Merchant including but not limited to breaches caused by any act, neglect or default of the Merchant and/or its employees, or any subscriber or third party claim in respect of any matter arising from the Merchant's or its employees' conduct.

- 11.3 No warranties or representations are made with regard to potential revenues that may be earned by the Merchant from the provision of the Mobile Money Transfer services and no reliance should be placed on any statements or projections provided, whether verbally or in writing in this respect.

12. DISPUTE RESOLUTION

- 12.1 In the event of any dispute between the parties arising from this Agreement, the parties shall endeavour to resolve it by negotiation between their authorized representatives within seven (7) days of such dispute arising.
- 12.2 In the event that the parties fail to reach agreement within the aforesaid period of seven (7) days, either party may refer the dispute to arbitration.
- 12.3 Notwithstanding anything to the contrary contained in this clause neither party shall be precluded from obtaining interim relief from a court of competent jurisdiction including any arbitral tribunal pending the decision of an arbitral tribunal appointed in terms of this clause.
- 12.4 The arbitration shall be held:
 - 12.4.1 In Harare, Zimbabwe; and
 - 12.4.2 with such legal and other professional representatives as the parties may require; and
 - 12.4.3 in terms of the Arbitration Act (Chapter 7:15), as amended from time to time, it being the intention of the parties that the arbitration proceedings shall be held and completed as soon as possible.
- 12.5 The arbitrator shall be, if the matter in dispute is principally:
 - 12.5.1 A legal matter, a registered legal practitioner of at least fifteen (15) years' standing;

- 12.5.2 An accounting matter, a practicing chartered accountant of at least fifteen (15) years' standing;
- 12.5.3 Any other matter, an independent person who is an expert in the field in which the dispute has arisen, agreed upon between the parties.
- 12.6 Should the parties fail to agree whether the dispute is principally a legal, accounting or other matter within seven (7) days after the parties' agreement to refer the dispute to arbitration, the matter shall be deemed to be a legal matter.
- 12.7 Should the parties fail to agree on an arbitrator within seven (7) days after the matter was referred to arbitration in terms of clause 12.2 hereof, the arbitrator shall be appointed at the request of either party to the dispute by the Executive Secretary of the Law Society.
- 12.8 The decision of the arbitrator shall be final and binding on the parties and may be made an order of the court referred to in clause 12.3 at the instance of either of the parties.
- 12.9 The provisions of this clause:
 - 12.9.1 Constitute an irrevocable consent by the parties to any proceedings in terms of this clause and neither party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by such provisions.
 - 12.9.2 is severable from the Agreement and shall remain in effect despite the termination of or invalidity for any reason of this or any part of Contract.

13. MUTUAL CO-OPERATION

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

14. APPLICABLE LAW

This Agreement shall be governed by the laws of Zimbabwe.

15. DOMICILIUM CITANDI ET EXECUTANDI

The Parties choose as their domicilia citandi et executandi for all purposes under this Agreement the following addresses

15.1 Econet Wireless (Private) Limited

No. 2 Old Mutare Road

Msasa

Harare

15.2 The Merchant

THUS DONE AND SIGNED AT ON THIS DAY OF 20.....

IN THE PRESENCE OF THE UNDERSIGNED

WITNESSES

AS WITNESSES

1.....

2

.....

FOR AND ON BEHALF OF THE MERCHANT

THUS DONE AND SIGNED AT ON THIS DAY OF 20.....

IN THE PRESENCE OF THE UNDERSIGNED

WITNESSES

AS WITNESSES

1.....

2

.....

FOR AND ON BEHALF OF ECONET WIRELESS (PVT) LIMITED