



APPLICATION FOR BARODA QR MERCHANT FOR PAYMENTS ACCEPTANCE SERVICES

Part A: Company Information

1. Please fill your Company/Business details

Company Legal Name:

Name in QR code:

Business Sector:

Business Registration Number (CIPA No.)

VAT No.

Business Owner/Main Director Name(s) and Contact Details:

Name 1: <input type="text"/>	Contact 1: <input type="text" value="+267"/>
Name 2: <input type="text"/>	Contact 2: <input type="text" value="+267"/>

/ /

Trade License Issue Date:
(dd/ mm/ yyyy)

Trade License Expiry Date:
 / /
(dd/ mm/ yyyy)

Contact Details

1. Business Contact Person:

Phone Number: Mobile Number:

E-mail: @ Notification: SMS ☐ E-mail ☐

You will be registered to merchant automated statement and advices - Maximum 40 characters

2. Business Contact Person:

Phone Number: Mobile Number:

E-mail: @ Notification: SMS ☐ E-mail ☐

[illegible][illegible]

Static

Dynamic

[illegible][illegible]BWP

Merchant Unit Details					
Unit Name	Location	City	Country	Contact No	Unit Head Name



Merchant User Details

User Name	Designation	Role	Password Expiry date	Account Expiry date	Mobile	Email

Merchant Device Details

Device Name	Serial No	Model	Location	Mapped Unit	Mobile

Merchant Commission

The Merchant Commission, calculated on the total value of products proceeds credited into the nominated bank account, payable by the Merchant to Bank of Baroda shall be an amount equal to the following percentage (%) of the aggregate daily transfers to the nominated bank account. **Fees are in BWP exclusive Tax**

Static QR- Offline

Product QR Code	Commission (MDR) %	Initial Setup Fees (One time)	Annual maintenance Support fees	Security Deposit	Termination Fees
Baroda QR Pay					

Static QR- Online

Product QR Code	Commission (MDR) %	Initial Setup Fees (One time)	Annual maintenance Support fees	Security Deposit	Termination Fees
Baroda QR Pay					

Dynamic QR- Offline

Product QR Code	Commission (MDR) %	Initial Setup Fees (One time)	Annual maintenance Support fees	Security Deposit	Termination Fees
Baroda QR Pay					

Dynamic QR- Online

Product QR Code	Commission (MDR) %	Initial Setup Fees (One time)	Annual maintenance Support fees	Security Deposit	Termination Fees

Part B: Reserves
 % of rolling reserve over the last 6 months of the Merchant's cards turnover.

The Bank reserves the right to vary the Merchant commission and transaction fee and any other fees aforementioned or reserves, on written notification to the Merchant, which notification can be by letter, statement message or a statement insert.

Merchant Declaration

MERCHANT ESTABLISHMENT DECLARATION: - I/We accept the above mentioned per transactions commercials. I/We shall abide by the terms and conditions of Bank of Baroda stipulated from time to time. I/We confirm that the transactions carried out under Baroda QR Code are legitimate transactions and Bank bears no responsibility for any frauds / consequences arising out of such transactions. I/We confirm that we will abide by the QR payment guidelines given by NPCI/ BANK OF BOTSWANA / Govt. of Botswana amended from time to time. Any chargeback arising out of the transactions the liability for dispute resolution lies with us.

☐ I accept & confirm that above mentioned information is correct.

FOR BANK USE ONLY

Application Received on

Branch Name

 / /

Branch /Marketing Officer:

Name:

MCC Code

Average Ticket value Expected

Signature A
Signature B

Approved (Remarks)
Reject (Reason)

We have duly verified the KYC details of Merchant Establishment / Authorized Signatory. Conduct of the account holder/s is satisfactory. We recommend for providing Baroda QR Code as per the terms and conditions of the Bank.



TERMS AND CONDITIONS

1. Purpose

This Agreement sets out the terms and conditions applicable to the Digital Payment Acceptance facilities through QR Code base payment offered by The BANK OF BARODA (BOTSWANA) LIMITED to the Merchant and for the rental of the Equipment, if applicable, by the Merchant from BANK OF BARODA (BOTSWANA) LIMITED.

2. Definitions

Unless expressly indicated otherwise, the following words and expressions as used in this Agreement have the meanings specified below

- 2.1 "Acquirer or Acquiring Institution" refers to the institution that maintains the Merchant relationship and acquires the data relating to a digital payment transaction from the Merchant, which for purposes of this Agreement is BANK OF BARODA (Botswana) Limited;
- 2.2 "Agreement" refers to this Merchant Agreement and all the schedules attached thereto and the user guide;
- 2.3 "Authorization" refers to the process whereby a Payer (or a Merchant on a Payer's behalf) requests permission for a Digital Payment Method to be used for a particular purchase of the Merchant's Products and /or Services. As this Agreement covers a variety of different Digital Payment Methods the Merchant agrees that if a Transaction status is "authorized", this means the payment transaction is likely to be successful but the payment may still be blocked or subject to Chargeback by the Payer (where Chargeback is possible under the relevant Payment Scheme Rules). The result of the Authorisation will be communicated to the Merchant via the Static/Dynamic QR Code digital payments processing any Equipment approved and/or provided by BANK OF BARODA (BOTSWANA) LIMITED;
- 2.4 "Chargeback" refers to a procedure whereby a Payer disputes a Digital Payment Transaction and the Issuer claims back all or part of the amount of a Digital Payment Transaction, from the Acquiring Institution who subsequently debits the Merchant in accordance with the Payment Scheme rules;
- 2.5 "Commencement Date" refers to the date on which this Agreement was signed by the last of the parties concerned;
- 2.6 "Days" refers to all days except Saturdays, Sundays and public holidays; where a number of days is stipulated, it will exclude the first day and include the last;
- 2.7 "Digital Payment Method" refers to a payment rail enabling the Merchant to accept payments from the Payer including but not limited to QR Code, Cards, online and offline bank transfer, instant payment offered by the different Payment Schemes;
- 2.8 "Digital Payment Transaction" refers to any commercial transaction effected via a Digital Payment Method;
- 2.9 "Equipment" refers to a Sound box, software payment applications and any other peripherals as supplied to the Merchant by BANK OF BARODA (BOTSWANA) LIMITED to enable the Merchant to process Digital Payments Transactions
- 2.10 "Fees" refers to charges that BANK OF BARODA (BOTSWANA) LIMITED is entitled to debit to the Merchant's nominated account, including, but not limited to, service and transaction fees and administration charges;
- 2.11 "Fraudulent Transaction" refers to a transaction which in accordance with any statutory provision or Payment Scheme rules constitutes fraud, regardless of whether the Merchant has received an authorisation code or not;
- 2.12 "Issuer or Issuing institution" refers to the bank or entity that issues Digital Payment Methods [including but not limited to QR, account];
- 2.13 "Merchant Commission" refers to the fees payable by the Merchant to BANK OF BARODA (BOTSWANA) LIMITED as specified in Part 1 Section "B";
- 2.14 "Merchant Identification Number (MID)" refers to the unique number provided by BANK OF BARODA (BOTSWANA) LIMITED to the Merchant to identify the Merchant in a transaction;
- 2.16 "Nominated Bank Account" refers to the bank account/s nominated by the Merchant from time to time in accordance with clause 10;
- 2.17 "Payer" refers to any person who is authorised to use a Digital Payment Method issued to him/her by the Issuer and has purchased products or services from the Merchant and has initiated a digital payment transaction in respect of that purchase and who is authorised to initiate same;
- 2.18 "Payment Scheme" refers to the party regulating and/or offering the relevant Digital Payment Method. This specially include to MAUCAS QR and UPI QR;
- 2.19 "Payment Scheme Rules" refers to the Rules set by the Payment Schemes to regulate all Digital Payment Transactions initiated and finalised through their network
- 2.20 "Penalty" refers to a fine levied by Payment Schemes and/or BANK OF BARODA (BOTSWANA) LIMITED for any contravention of their regulations and or operational risk parameters by the Merchant;
- 2.21 "Personal data" refers to information relating to an identified or identifiable natural person in particular by reference to an identifier. such as a username, password, name, an identification number, location data, an online identifier;
- 2.22 "PIN" refers a Payer's personal identification number issued to the Payer by the Issuer and which is known only to the Payer;
- 2.23 "Reserve" refers to the collateral amount that the Bank holds as guarantee and provision against future refunds and chargeback. Depending on the level of risk associated to the proposed business activities, the collateral must be provided in one of the three forms: either the rolling reserve based on the last six months turnover and/or a bank guarantee, and/or a cash or term deposit;
- 2.24 "Remote Digital Payment" refers to a transaction where the Payer and the Merchant are not physically present at the time of the transaction and includes, but is not limited to, mail order, telephone order and internet transactions effected through any Payment Method;
- 2.25 "Third Party Partner" or "TPP" refers to a legal entity that is authorised by BANK OF BARODA (BOTSWANA) LIMITED to enable the use of Digital Payment Methods by accepting submitted transactions and routing these to the Bank for Authorisation and Settlement;
- 2.26 "Trading Address" refers to the address/es of the Merchant, as specified in Part 1 Section "A"; where BANK OF BARODA (BOTSWANA) LIMITED is to deliver the Equipment (If applicable);
- 2.27 "Transaction Fee" refers to the fee BANK OF BARODA (BOTSWANA) LIMITED charges to the Merchant for each Digital Payment Transaction, as specified in Part 1 Section "B";
- 2.28 "User Guide" refers to a document provided by the Bank to the merchant. It provides information and guidance about the product. And process Digital Payments Transactions. It is intended to guide the Merchant in accepting Digital Payment Methods;
- 2.29 "SMS notification" refers to a credit SMS received to Merchants registered mobile number with bank.
- 2.30 "Regulator" refers to Bank of Botswana /Government of Botswana or any such regulatory authorities of Botswana subject to payment mode.

3. Business Activities of Merchant

- 3.1 The business activities of the Merchant are as described in Part 1 Section "A" of this Agreement.
- 3.2 The Merchant undertakes to accept Digital Payment Methods for the purchase of goods and/or services relating only to the business activities described in Part 1 Section "A", which goods and/or services are not in contravention of any statutory provision.
- 3.3 The Merchant shall immediately within three (3) working days notify BANK OF BARODA (BOTSWANA) LIMITED in writing in case of any change in the nature of the Merchant's business activities or change in the ownership of the Merchant.

- 3.4 In the event of such a change, irrespective of any clause to the contrary in this Agreement, BANK OF BARODA (BOTSWANA) LIMITED shall be entitled to:
- 3.4.1 Terminate this Agreement immediately without giving notice or reasons; or
 - 3.4.2 Continue with this Agreement subject to any amendments that it may consider appropriate, including but not limited to the right of BANK OF BARODA (BOTSWANA) LIMITED to re-sign the necessary documents and agreements and reassess the Merchant.

4. Acceptance of Digital Payment Methods

- 4.1 The Merchant undertakes to display clearly all point-of-sale promotional material supplied by BANK OF BARODA (BOTSWANA) LIMITED, indicating that the Merchant accepts certain BANK OF BARODA (BOTSWANA) LIMITED approved Digital Payment Methods for payment of goods and/or services. The Merchant also undertakes to replace or remove such material immediately when so requested by BANK OF BARODA (BOTSWANA) LIMITED. A Merchant may not, through the use of such material imply in any way that any of the Payment Schemes or BANK OF BARODA (BOTSWANA) LIMITED endorses the Merchant's products or services.
- 4.2 A Merchant must honour all valid Digital Payment Methods, as specified in Part 1 Section "A" of this Agreement, without discrimination when properly presented for payment and must maintain a policy that does not discriminate among customers seeking to make purchases through a Digital Payment Method.
- 4.3 The Merchant may accept and process only Digital Payment Methods that are:
 - 4.3.1 Genuine, correct and valid;
 - 4.3.2 Issued by an Issuer in its original form;
 - 4.3.3 Authorised for acceptance by BANK OF BARODA (BOTSWANA) LIMITED; and
 - 4.3.4 Presented by the genuine Payer.
- 4.4 Digital Payment Transaction shall be completed by a Merchant only upon receipt of a ***SMS confirmation' from the Bank, on the Merchant's registered mobile number with the Bank, indicating that the transaction was successful completed.***

5. Digital Payment Acceptance Procedures

- 5.1 The Merchant may use Equipment (if applicable) and stationery as supplied by BANK OF BARODA (BOTSWANA) LIMITED or the Bank's approved TPP.
- 5.2 Before concluding a sale the Merchant shall verify that Digital Payment Method presented complies with clause 4.
- 5.3 The Merchant specifically accepts responsibility for and assumes all risks relating to fraudulent transactions.
- 5.4 The Merchant shall retain the SMS notification for a period of at least one (1) year as from the transaction date. If for any reason OR Dispute, BANK OF BARODA (BOTSWANA) LIMITED requires a SMS notification, the Merchant shall respond within five (5) days such request. Should the Merchant fail to provide the copy of the Merchant's voucher within such period, the Merchant will be liable for any chargeback and or costs incurred by BANK OF BARODA (BOTSWANA) LIMITED as a result of the Merchant's failure to provide such copy or any other proof of the transaction.
- 5.5 The Merchant should not:
 - 5.5.1 In the case of offered Digital Payment solution, charge more than its normal cash price for the goods and/or services;
 - 5.5.2 Impose a minimum or maximum amount for Digital Payment transactions;
 - 5.5.3 Process or submit a transaction for settlement on behalf of another Merchant or any other third party;
 - 5.5.4 Process transaction for damages, penalties, fines, charges, costs or fees of any kind which are beyond the normal value of the goods or services purchased or provided;
 - 5.5.5 Process a transaction under a trade or business name, website address, business affiliation and/or industry which is different from that of the Merchant in this Agreement;
 - 5.5.6 Process a transaction to refinance or collect an existing debt or dishonoured cheque
 - 5.5.7 Disburse funds in the form of cash to a Payer, unless specifically authorised by BANK OF BARODA (BOTSWANA) LIMITED to do so;
 - 5.5.8 Sell, store, provide, exchange or divulge any information relating to the Digital Payment Method and/or the Payer
- 5.6 The Merchant is responsible for the control and use of all access passwords and username provided by BANK OF BARODA (BOTSWANA) LIMITED or its approved TPP to the Merchant. The Merchant further agrees to indemnify BANK OF BARODA (BOTSWANA) LIMITED and agrees to hold BANK OF BARODA (BOTSWANA) LIMITED harmless against any direct or indirect damage, loss, claims costs and the expenses incurred or suffered by BANK OF BARODA (BOTSWANA) LIMITED as a result of or in connection with the use of the passwords.

6 Authorisation for Digital Payment Transactions

- 6.1 The Merchant must strictly follow the instructions contained in the User Guide provided by the Bank, for processing a Digital Payment Transaction in order to obtain an Authorisation.
- 6.2 BANK OF BARODA (BOTSWANA) LIMITED and/or the Issuer has the right to decline a request for an authorisation, without any explanation.
- 6.3 The Merchant shall ensure, unless prior written consent has been given by BANK OF BARODA (BOTSWANA) LIMITED that the transaction will take place on the same date as that on which the authorisation was given, but certain categories of Merchant, including but not limited to, Lodgings and Car Rental are exceptions to this rule.

7 Nominated Bank Account

- 7.1 The Merchant may not change its nominated bank account without first giving seven (7) day's written notice to BANK OF BARODA (BOTSWANA) LIMITED subject to availability of provision to do so.
- 7.2 The Merchant shall direct any query relating to payments and/or charges to BANK OF BARODA (BOTSWANA) LIMITED and within 30 (thirty) days of the date of such payment transactions, failing which the Merchant will have no claim against BANK OF BARODA (BOTSWANA) LIMITED in that respect.

8 Settlement of Digital Payment Transactions

- 8.1 Merchants will be settled either through batch settlement or on Real time depending on the Digital Payment Method used to settle the transaction. The settlement method for each particular Digital Payment Method will be as per Part 1 Section "A" of this Agreement
- 8.2 **Batch Settlement:**
 - 8.2.1 Net/Gross amount will be credited in nominated account on T +1 after recon
 - 8.2.2 Any payment not reflected in the Merchant's nominated bank account within the period specified in Part 1 Section "A", must be queried within a period of 15 (fifteen) days of the date of settlement.
 - 8.2.3 The Merchant shall be settled in its local currency i.e Botswana Pula for all transactions processed
 - 8.2.4 BANK OF BARODA (BOTSWANA) LIMITED reserves the right to "net/gross" settles the Merchant at BANK OF BARODA (BOTSWANA) LIMITED's sole discretion. Net settle means the transaction value less the Merchant commission and/or any other charges or penalties which may be payable by the Merchant to BANK OF BARODA (BOTSWANA) LIMITED

- 8.2.5 BANK OF BARODA (BOTSWANA) LIMITED reserves the right to withhold settlement of a given batch or part thereof, whilst investigating potential irregularities.
- 8.2.6 Deposits into the Merchant's nominated bank account will be regarded as payment of money into this account only once each QR transaction has been honoured.
- 8.2.7 Whilst BANK OF BARODA (BOTSWANA) LIMITED acts in good faith and exercises reasonable care, it cannot be held liable if any deposit (or sales voucher) is dishonoured by the issuer for any reason.

8.3 Real Time Settlement:

- 8.3.1 Merchants are settled as soon as the payment has been confirmed. It can be done on real time basis or monthly basis wherein charge is debited from nominated account. Bank will provide monthly report with transactions details and commission charges summary and details report after submitting request by merchant apart from reports available in merchant app if any.

9 Invalid Transactions

- 9.1 A transaction is invalid if:
- 9.1.1 The transaction to which it relates is/ or appears to be illegal and/ or unenforceable;
 - 9.1.2 The copy of the transaction SMS provided by the Merchant is not identical to the SMS provided by the Payer;
 - 9.1.3 The Merchant accepts a mutilated, defaced, blank or illegible Digital Payment Method;
 - 9.1.4 The Merchant breaches any of the provisions of this Agreement at the time of the transaction;
 - 9.1.5 It is subject to a chargeback in terms of the Payment Scheme Rules.
- 9.2 The full value of an invalid Digital Payment transaction, together with any additional costs which BANK OF BARODA (BOTSWANA) LIMITED may have incurred as a result of such invalid transaction, may be debited against the Merchant's nominated account at any time by BANK OF BARODA (BOTSWANA) LIMITED or may be recovered from the Merchant in any other way by BANK OF BARODA (BOTSWANA) LIMITED.

10 Refund Procedure

- 10.1 If the Merchant is of the reasonable opinion that the Payer is entitled to a refund, or a refund is requested by a Payer the Merchant, all refund will be entertained by the Bank under formal instruction from the Merchant.
- 10.2 The Merchant may not give the Payer a cash refund. Any refund may only take place with the original Digital Payment Method present and may not be refunded using a different Digital Payment Method or any other account.
- 10.3 The amount of any refund is calculated as at the refund date and has to take into account the prevailing exchange rate (where applicable) at the time. The amount of any refund should not exceed the initial amount of the transaction.

11 Chargeback from Payer

- 11.1 The Bank will not under any circumstances endorse, sponsor or accept responsibility for any dispute arising between the Merchant and the Payer in respect of goods or services acquired with a Digital Payment Method. The Bank reserves the right to deduct from the Merchant's settlement the amount under dispute, if this amount, was paid by the Payer.
- 11.2 In order to support a Chargeback, the Merchant shall;
- 11.2.1 Provide all supporting and compelling evidence that the Digital Payment Transaction has been performed by the Payer;
 - 11.2.2 Provide the Bank with proof of delivery of product and/ or service;
 - 11.2.3 Provide the Bank with the receipt detailing the product and/ or service provided with regards to delayed product and/ or service delivery;
 - 11.2.4 Provide the Bank with its Terms and Conditions and proof that same was available to the Payer.

12 Authority to BANK OF BARODA (BOTSWANA) LIMITED to Debit

- 12.1 The Merchant irrevocably authorises BANK OF BARODA (BOTSWANA) LIMITED to debit its nominated account as stated in Part 1 Section "A", of this Agreement, with the following:
- 12.1.1 The Merchant commission;
 - 12.1.2 Any refund due to the Payer in accordance with the refund procedure specified in clause 13;
 - 12.1.3 Adjustments for any errors, whether on the part of the Merchant or BANK OF BARODA (BOTSWANA) LIMITED;
 - 12.1.4 Reversals of invalid transactions;
 - 12.1.5 Adjustments in respect of fraudulent entries/items;
 - 12.1.6 Any dishonoured deposits;
 - 12.1.7 Any penalty levied by a Payment Scheme for the contravention of their regulations and or operational risk parameters;
 - 12.1.8 All BANK OF BARODA (BOTSWANA) LIMITED service and other charges prevailing at the time, including stamp duties (if applicable), VAT, chargeback fees, transaction fees, stationery fees, set-up fees and other charges relating to this agreement;
 - 12.1.9 The amount of any Digital Payment transaction where the Merchant fails to supply BANK OF BARODA (BOTSWANA) LIMITED with a Merchant's voucher requested in terms of clause 5.7;
 - 12.1.10 The full amount of any telephone or mail order Digital Payment transaction in the event of a subsequent dispute about the transaction;
 - 12.1.11 Equipment rental (If applicable), setup fees and other rental-related fees; and
 - 12.1.12 Chargeback and related chargeback processing fees.
- 12.2 Interest will accrue on all amounts outstanding at the maximum interest rate permitted by law at the time (as certified by any manager of BANK OF BARODA (BOTSWANA) LIMITED) calculated from due date until date of final payment, both days inclusive.
- 12.3 BANK OF BARODA (BOTSWANA) LIMITED is authorised to debit any other account of the Merchant held at BANK OF BARODA (BOTSWANA) LIMITED or any other financial institution in the event that debits to the nominated account are unsuccessful.
- 12.4 Bank reserve right to lien, hold or debit the amount on instruction from regulatory or govt authorities even can terminate the relationship.
- 12.5 Bank reserve right to lien, hold or debit the amount or even can terminate the relationship, if observe contraventions to FIA regulations & AML CFT guidelines from Bank of Botswana.

13 Confidential Information

BANK OF BARODA (BOTSWANA) LIMITED will be entitled to:

- 13.1 Take all steps it considers necessary to verify the information contained in the Merchant's application form; and
- 13.2 Provide any confidential information relating to any account operated by the Merchant at BANK OF BARODA (BOTSWANA) LIMITED to any person (including any credit bureau) according to generally accepted banking practice.



14 Liability Shift

- 14.1 In the event that the Merchant has complied with all the Merchant procedures as set out in clause 5 of this Agreement, then the liability for any resultant charge backs will shift from the Merchant to the Issuer.
- 14.2 In the event of the Merchant not following the Merchant procedures as set out in clause 5 of this Agreement, then the liability for any resulting charge backs will shift from the Issuer to the Merchant, and the Merchant will be liable for such chargebacks and any other costs or penalties incurred by BANK OF BARODA (BOTSWANA) LIMITED as a result of the Merchant's failure to follow the Merchant procedures.

15 Data Security

- 15.1 The Merchant warrants that it shall at all times remain compliant with the applicable standard and that it will comply with all the requirements for obtaining and maintaining compliance as determined by the Payment Schemes from time to time. The Merchant shall be solely liable in cases where the Payment Schemes/PCI regulations are not complied with as regards to Payer data at any one of the Merchant sites.
- 15.2 All costs incurred by the Merchant for purposes of obtaining and maintaining compliance in terms of clause 14.1 shall be for the Merchant's own account.

16 Client information sharing consent

Bank of Baroda (Botswana) Limited ("Baroda") will process and protect your personal information as required by relevant laws in the provision of services. Such processing may include personal identifiable information as well as financial and relevant financial information. You have the right to ask us for a copy of your personal information and to update or correct. Our complete privacy policy is available on our company website.

We collect, process, record, collate, store, analyses, disclose and disseminate personal information for purposes:

- to conclude and administer your account which may include processing of information for various services,
- collection of payments dues.
- assessing and processing loans or changing any details in the accounts.
- to comply with all legal and regulatory requirements, including applicable prudential rules and codes of conduct in our industry,
- to protect the Bank of Baroda (Botswana) Limited's interests.
- Digital services and
- any purposes related to the above

If you do not provide the requested information, the Bank of Baroda (Botswana) Limited cannot provide the requested services.

By signature hereof, you give consent for sharing of your personal information with Bank of Baroda (Botswana) Limited, including its parent company Bank of Baroda Limited, India and its subsidiaries in connection with services rendered by the Group and with other service providers where required for any of the purposes listed above including Law enforcement agencies.

We may send your personal information to service providers outside Botswana for the storage or further processing on the Bank of Baroda (Botswana) Limited's behalf. We will ensure we adhere to the provisions of the Data Protection Act before such trans-border transfer of your personal information.

Bank of Baroda (Botswana) Limited may provide you with information about its financial products and other services which may include text messages, emails and other related platforms. If you do not wish to receive such information, you have the right to withdraw such consent.

Client Consent Declaration

- I/We understand that the Bank of Baroda (Botswana) limited may hold information gathered about me from the Parent Bank or other Group subsidiaries and as such my rights under the Data protection Act will not be affected.
- I/We understand that all my personal information is treated as private and confidential by Bank of Baroda staff, independent contractors, agents and volunteers.
- I/We understand that personal information is held about me & I have to right to update my information providing supporting valid documents to the Bank.
- I/we understand & authorize the bank to disclose to, and verify any of the information that I have given to bank or my credit standing from any one the bank may consider appropriate (such as an authorities or credit reference agency)
- I/We have had the opportunity to discuss the implications of sharing or not sharing information about me.
- I/We have the right to see any information that Bank of Baroda (Botswana) Limited holds about me, and to have my details removed subject to compliance with regulatory requirement to keep such information for specific period if any.
- I/We understand my/our right to privacy and the right to have my/our personal information processed in accordance with the conditions for the lawful processing or personal information.
- I/we consent to share my/our personal information voluntarily and understand that such consent may be withdrawn at any time subject to compliance with requirement to keep such information as per law of country.
- I/We agree that personal information about me may be shared and gathered from the Bank of Baroda and its Group companies (including their subsidiaries).
- I consent to be contacted at the postal, residential and email addresses and telephone numbers that I have provide to the Bank, to be given information on other products and services the bank, or its strategic partners may offer.
- I/We hereby consent to Bank of Baroda, its branches, subsidiaries, affiliates, officers, employees, agents, advisors, and service providers (whether in Botswana or abroad) disclosing my/our personal, account, and transaction-related information to:
 - The Bank's Head Office and other entities within the Bank of Baroda Group ("Permitted Parties")
 - Professional advisors, consultants, and service providers engaged for processing or servicing banking or investment-related transactions
 - Debt collection agencies, data processing firms, and correspondent banks
 - Credit reference bureaus, business alliance partners, SWIFT network, insurers, or credit protection providers.
 - Any actual or potential assignee, participant, or transferee of the Bank's rights and obligations
 - Regulatory, judicial, or governmental authorities (including those involved in investigations)
 - Merchants and members of VISA or MasterCard networks in connection with card usage
 - Any person or entity deemed necessary by the Bank for the provision of banking services or for ensuring compliance with applicable laws

17 Data Protection

BANK OF BARODA (BOTSWANA) LIMITED shall obtain and maintain all consents necessary for using and processing personal data of its customers. The Merchant shall not use personal data, provided by the BANK OF BARODA (BOTSWANA) LIMITED, for any purpose other than performing its obligations under this Agreement. The Merchant agrees to take and maintain appropriate technical and organizational security measures to protect the personal data against: (a) accidental destruction, loss, and alteration; and (b) unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. The Merchant shall comply at all times with all prevailing data protection laws relating to the processing, transmission and disclosure of personal data.

Notification In Case Of Personal Data Breaches

- (a) The Merchant shall notify BANK OF BARODA (BOTSWANA) LIMITED of any personal data breach immediately after having become aware of it by sending a mail to dpo.botswana@bankofbaroda.com with C/c to it.botswana@bankofbaroda.com. The notification shall be sent along with any necessary documentation to enable BANK OF BARODA (BOTSWANA) LIMITED to notify this breach to the competent Supervisory Authority and/or local Data Protection Commissioner.
- (b) Pursuant to above, the notification shall at least:
- describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
 - describe the likely consequences of the personal data breach;
 - Describe the measures taken or proposed to be taken by the Merchant to address the personal data breach, including the status and where appropriate, measures to mitigate its possible adverse effects. The Bank may request the Merchant for an action plan for any outstanding measures.
- (c) Should it be required, the Merchant shall also assist BANK OF BARODA (BOTSWANA) LIMITED in advising the data subjects about the personal data breach.

18 Fraudulent Transactions

- 17.1 Fraudulent transactions shall include:
- Any purchase and/or transaction arising from the use of a Digital means of payment by a person other than the Authorised Payer
 - Any duplicate transaction.
- 17.2 BANK OF BARODA (BOTSWANA) LIMITED reserves the right to levy a charge, the percentage of which shall be determined with reference to the fraud basis points for the Merchant and which shall be debited to the Merchant's account.
- 17.3 Should fraudulent transactions account for more than five per cent (5%) of the Merchant's sales turnover in any one month, BANK OF BARODA (BOTSWANA) LIMITED will be entitled to review and/or terminate this Agreement without prejudice to any other rights that this Agreement may confer on BANK OF BARODA (BOTSWANA) LIMITED.
- 17.4 The Merchant agrees that it will always be responsible for the actions of its employees.
- 17.5 BANK OF BARODA (BOTSWANA) LIMITED reserves the right to withhold under advice the settlement of a transaction if there is reasonable ground to believe that this transaction is a fraudulent one.

19 Commission/Fees/Charges

- 18.1 BANK OF BARODA (BOTSWANA) LIMITED will be entitled to charge Merchant commission, fees and charges that are provided for in Part 1 Section "B".
- 18.2 BANK OF BARODA (BOTSWANA) LIMITED will provide the Merchant with a statement reflecting the Merchant commission, fees and charges debited or any other amount credited to the nominated bank account. This statement could be paper based or electronic.
- 18.3 If BANK OF BARODA (BOTSWANA) LIMITED does not provide the Merchant with such a statement from time to time, this will not constitute a waiver by BANK OF BARODA (BOTSWANA) LIMITED of its claims to the commission, fees or charges concerned.
- 18.4 BANK OF BARODA (BOTSWANA) LIMITED shall determine, at its sole discretion, the percentage of the Merchant commission. The Merchant commission may be revised from time to time and the Merchant shall be notified accordingly.
- 18.5 BANK OF BARODA (BOTSWANA) LIMITED reserves the right to levy other fees at any time but will always notify the Merchant accordingly one (1) month before they become applicable.
- 18.6 All amounts specified in Part 1 Section "B" will be exclusive of applicable Taxes at the time (which is for the account of the Merchant) and are payable free of any deductions or set-off.

**MDR applicable will change from time to time as per Bank internal service charges guidelines, Government Guidelines, Bank of Botswana Guidelines.*

20 Ownership and Risk

Notwithstanding delivery of the QR code Standee to the Merchant, the Standee shall remain at all times the property of the BANK OF BARODA (BOTSWANA) LIMITED, Its responsibility of merchant to keep QR code standee with in their premises at the cash counter safely.

21 Consent to Disclose Information

- 20.1 The Merchant consents to the disclosure by BANK OF BARODA (BOTSWANA) LIMITED of any information concerning the Merchant to any Payment Scheme, any issuer and other financial institution, for use in any fraud prevention schemes they may set up, collectively or individually.
- 20.2 Information may also be disclosed to the Payments Schemes for the purpose of helping BANK OF BARODA (BOTSWANA) LIMITED and other card issuers and/or acquirers to identify Merchants who are, or are suspected of being, or are likely to become involved in fraud, in any other breach of this agreement or Card Scheme rules.
- 20.3 The Merchant consents to the disclosure by BANK OF BARODA (BOTSWANA) LIMITED of critical information contained in Part 1 Section "A" of this Agreement, to BANK OF BARODA (BOTSWANA) LIMITED's approved TPP (if any), for the later to deliver its services as provided in this Agreement.

22 Obligations of BANK OF BARODA (BOTSWANA) LIMITED

In addition to any obligation specified in this Agreement, BANK OF BARODA (BOTSWANA) LIMITED will:

- Provide a User Guide found at "Part 3" of this Agreement to the Merchant at the date of signature of this Agreement and the Merchant undertakes to take full cognizance of the details therein prior to the acceptance of digital payment methods. The User Guide shall form an integral part of this Agreement;
- Supply the Merchant with the necessary stationery and promotional material where ever applicable as per bank discretion;
- Provide the Merchant with application to generate payment slip, check transaction details carried out by merchant, details of charge back transactions etc and list of its authorised transactions detailing the activity on the Merchant account on the basis of written request by merchant. This information can be provided in a digital or paper-based format;
- Provide the Merchant with the necessary training in the use of the Equipment (if applicable) and fraud prevention;



- 21.5 Maintain the QR Code subject to clause 21;
- 21.6 Keep the Merchant informed of any changes in the operational policies affecting the Merchant;
- 21.7 Terminate Merchant facilities that are dormant for more than three (3) months, other than seasonal Merchants, or for any period which BANK OF BARODA (BOTSWANA) LIMITED may deem appropriate to consider a Merchant as being dormant.
- 21.8 The Bank will endeavour to provide the services as described in this Agreement at all times, however, it shall not be liable to any person if it is unable to perform its obligations under this Agreement due to failure of any mobile phone, machine, computer, mobile network failure or software, third party or any industrial dispute or anything which is outside its control.

23 Indemnity

The Merchant agrees to indemnify and hold harmless BANK OF BARODA (BOTSWANA) LIMITED against:

- 22.1 All losses, liability, damage or expense that BANK OF BARODA (BOTSWANA) LIMITED may sustain as a result of, or attributable to, any claim instituted by anyone in connection with any act or omission of the Merchant in terms of this Agreement or in connection with any act or omission of BANK OF BARODA (BOTSWANA) LIMITED relating to this Agreement unless such claim arose as a direct consequence of the gross negligence or wilful misconduct of BANK OF BARODA (BOTSWANA) LIMITED;
- 22.2 Any claim arising out of a faxed instruction, mandate, consent, commitment and the like ('purported instruction') that purports to be given by the Merchant. The Merchant agrees that any purported instruction will be regarded as coming from the Merchant irrespective of the format in which it is received by BANK OF BARODA (BOTSWANA) LIMITED, and agrees to be bound by it; the Merchant also waives any right that it may have against BANK OF BARODA (BOTSWANA) LIMITED for any loss or damages, whether direct or indirect, which it may suffer as a result of a purported instruction;
- 22.3 Any liability arising from any dispute with the Payer in respect of any goods and/or services obtained from the Merchant as a result of a Digital Payment Method being used;
- 22.4 Any liability arising from the Merchants failure to comply with clause 17 of this Agreement and any liability arising from a breach of the Merchant's systems and/or a compromise of the Merchants' card and/or Payer's information.

24 Reserves

- 23.1 BANK OF BARODA (BOTSWANA) LIMITED may require the Merchant to hold a specified reserve in its account. This reserve shall be retained by BANK OF BARODA (BOTSWANA) LIMITED as security for any liability, of whatever nature, including, but not limited to liability for chargebacks and penalties, owed it, or reasonably anticipated owed it by the Merchant pursuant to this Agreement. The reserve may, in BANK OF BARODA (BOTSWANA) LIMITED's sole discretion, take the form of either an initial deposit or a percentage of the Merchant's card transaction turnover. Interest shall only be paid on the reserve amount if the Merchant holds an interest-bearing account.
- 23.2 The Merchant hereby grants BANK OF BARODA (BOTSWANA) LIMITED a security interest in the reserve and BANK OF BARODA (BOTSWANA) LIMITED may enforce its security interest in the reserve without notice or demand by debiting there from any amount due to BANK OF BARODA (BOTSWANA) LIMITED by the Merchant. BANK OF BARODA (BOTSWANA) LIMITED reserves the right from time to time to review the quantum of the deposit or the percentage. Such review shall be duly communicated to the Merchant.
- 23.3 BANK OF BARODA (BOTSWANA) LIMITED's right to sums owed to it by the Merchant shall in no way be limited by the balance or existence of the reserve and BANK OF BARODA (BOTSWANA) LIMITED's rights with respect to the reserve shall survive the termination of this Agreement.
- 23.4 The reserve may be held by BANK OF BARODA (BOTSWANA) LIMITED up to six (6) months after the later of (i) the date of the last transaction or chargeback; or (ii) the expiration date of the chargeback liability arising from the Merchant's product or service and or the payment scheme rules and regulations and or applicable law.
- 23.5 The Reserve amount is determined in Part 1 Section "C" of this Agreement.

25 Nominated Address and Notices

In connection with this Agreement and for the service of all notices pertaining to it, the Parties choose as their address for the receipt of notices, correspondence and service of any legal notices their respective physical addresses furnished in Part 1 Section "A" of this Agreement (or such other address as either party may notify to the other in writing).

26 Confidentiality/Non-Disclosure

- 25.1 The Merchant undertakes to maintain strict confidentiality with regard to all matters pertaining to this Agreement. He shall keep all systems and media containing information, whether physical or electronic relating to Digital Payment details, or any transaction information (whether physical or electronic), in a secure manner so as to prevent access by or disclosure to any unauthorized party.
- 25.2 The Merchant shall not disclose in any manner whatsoever, bank account number, and Payer or transaction information, to anyone other than or unless he is compelled to do so by law. This prohibition applies to, transaction receipts, carbon copies mailing list and any other information (whether physical or electronic).

27 Liability of the Bank

- 26.1 The Bank shall not be liable to the Merchant under this Agreement for any indirect, special, economic or consequential loss or damage howsoever arising.

28 Duration and Termination

- 27.1 This Agreement shall come into effect as at the date written below and shall remain in force until such time as the Merchant gives "the Bank" thirty (30) days written notice of its intention to terminate this Agreement.
- 27.2 The Bank reserves the right to exercise immediate termination of this Agreement at any point in time without prior notice.
- 27.3 Termination of this Agreement will not affect the liability of any of the parties towards the other Party that may exist at the date of such termination.
- 27.4 This Agreement will continue to be in full force in respect of any outstanding obligations of the Merchant to BANK OF BARODA (BOTSWANA) LIMITED.
- 27.5 Upon termination of this Agreement, the Bank will hold an amount equal to the Merchant current rolling reserve. 100% of this amount shall be held for the first four months following termination. 50% of the initial amount held shall be released in the fifth month. Thereafter half of the remaining amount shall be released each successive month until the amount held by the Bank is released in its entirety.
- 27.6 Upon termination of this Agreement, if the Merchant's chargeback go up to 10% or more from the Merchant's average monthly sales volume, the Bank reserves the right to freeze all payments to the Merchant for a period of six months.

29 Jurisdiction

This Agreement shall be governed by the laws of the Republic of Botswana and all disputes shall be subject to the exclusive jurisdiction of the Botswana Courts.



30 Miscellaneous

- 29.1 BANK OF BARODA (BOTSWANA) LIMITED reserves the right to amend or replace all or any of the terms and conditions of this Agreement and shall do so by notifying the Merchant, who shall be deemed to have accepted the amendment unless it gives BANK OF BARODA (BOTSWANA) LIMITED written notice to the contrary within 7 (seven) days after BANK OF BARODA (BOTSWANA) LIMITED has sent the notification.
- 29.2 This Agreement, as amended by BANK OF BARODA (BOTSWANA) LIMITED from time to time, constitutes the entire agreement between the Parties in respect of the subject matter, correctly reflects the intention of the parties and constitutes all arrangements entered into between them.
- 29.3 The Merchant acknowledges that all transactions are subject to all rules and regulations of the Payment Schemes and agrees to comply with and be subject to all such rules and regulations as they may exist from time to time. Any violation of Payment Schemes rules and regulations by the Merchant shall constitute a breach of this agreement and may at the discretion of BANK OF BARODA (BOTSWANA) LIMITED be grounds for termination of the agreement. On the Merchant may not be ceded, assigned or otherwise transferred without the prior written consent of BANK OF BARODA (BOTSWANA) LIMITED.
- 29.4 BANK OF BARODA (BOTSWANA) LIMITED may assign, subcontract or transfer this Agreement in whole or in part to any of its holding, parent, subsidiary or affiliate companies upon prior written notice to the Merchant, provided that such assignee is fully capable of performing the BANK OF BARODA (BOTSWANA) LIMITED's financial and business obligations hereunder.
- 29.5 No failure, delay, relaxation or indulgence on the part of BANK OF BARODA (BOTSWANA) LIMITED in exercising any power or right conferred upon it by this agreement will operate as a waiver of such power or right, nor will it change or cancel any of the terms and conditions of this agreement.
- 29.6 Merchants are obliged to comply and ensuring for not to facilitating money laundering in any manner.
- 29.7 Unless expressly stated otherwise, this agreement in whole or in part, any share or interest in it, or any rights or obligations conferred on the Merchant may not be ceded, assigned or otherwise transferred without the prior written consent of BANK OF BARODA (BOTSWANA) LIMITED.
- 29.8 The Merchant hereby acknowledges that, apart from what is recorded in this agreement, BANK OF BARODA (BOTSWANA) LIMITED has given no warranty, express or implied, concerning its obligations under this agreement or in respect of any provisions contained in it.
- 29.9 BANK OF BARODA (BOTSWANA) LIMITED shall not be held responsible for any corrupted computer data or vouchers lost in transit, whatever the cause.
- 29.10 BANK OF BARODA (BOTSWANA) LIMITED shall be entitled at its sole discretion, without notifying the Merchant, to consolidate any or all of the Merchant's BANK OF BARODA (BOTSWANA) LIMITED accounts. A partial consolidation will not preclude BANK OF BARODA (BOTSWANA) LIMITED from claiming from the Merchant any amount not included in such consolidation.
- 29.11 BANK OF BARODA (BOTSWANA) LIMITED may, for any reason, set off amounts due and payable to BANK OF BARODA (BOTSWANA) LIMITED against amounts that BANK OF BARODA (BOTSWANA) LIMITED may owe the Merchant, from any account the Merchant holds with BANK OF BARODA (BOTSWANA) LIMITED. The Merchant shall immediately pay to BANK OF BARODA (BOTSWANA) LIMITED any net amount which is still payable to BANK OF BARODA (BOTSWANA) LIMITED after set-off.
- 29.12 Every provision of this Agreement is separate and severable. Should any provision be found to be defective or unenforceable for any reason, it will be severable from the remaining provisions and the validity of the remaining provisions will remain of full force and effect.
- 29.13 This Agreement is subject to the rules and regulations of the Payment Schemes relating to Digital Payment acceptance procedures, as amended from time to time by the said Payment Schemes.
- 29.14 The Parties shall be released from liability hereunder for failure to perform any obligations within this Agreement where such failure to perform occurs by reason of any act of God, fire, cyclone, storm, earthquake, tidal wave, sabotage, war, military operation, emergency, insurrection, riot, civil commotion, or any other cause beyond either Party's reasonable control, whether similar or dissimilar to such causes.
- 29.15 No additional agreement shall be required in case the Merchant opens any new outlet. The Merchant would have to only fill in Part 1 Section "A", for all new outlets, provided that they shall operate under the same customer information record.

MADE in TWO ORIGINALS ON THIS Date:

I confirm that, I have read and agreed to be bound by the Terms & Conditions overleaf and is signing by/for and on behalf of the Merchant.

Signature:

Signature:

Name:

Name:

Date:

Place:

For Bank/ Branch use only

Bank Official Seal/Signature

Operational in charge -Branch	Branch Manager
<input type="text"/>	<input type="text"/>