



DIAMOND  
TRUST  
BANK

## MERCHANT APPLICATION FORM

Date   /   /

**To be filled by the applicant: (Kindly complete the details below in BLOCK CAPITAL letters using black or blue permanent ink).**

### MERCHANT DETAILS

Business Registered Name (Legal Name) |

Trading Name (Commercial Name) |

Name of Parent Company (if any)

Type of Business:  Sole Proprietorship  Partnership  Limited Company

Club/Society/Association  Other

Certificate of Incorporation/Business Registration Number No. |

Date of Registration | Company PIN No. |

Nature of Business |

Do you already accept card payments in your business?  YES  NO

If yes, from which Bank | (Since) When? |

### ADDRESS/ CONTACTS

Business Physical Address |

Registered Office |

Postal Address | Postal Code | Town |

Landline No. | Mobile No. |

Office Email Address |

### FINANCIAL DETAILS

What is your average transaction amount per customer? \_\_\_\_\_

What is your approximate average daily transaction values/volumes? \_\_\_\_\_

What is your annual/projected sales turnover? \_\_\_\_\_

How many POS Machines do you wish to apply for? \_\_\_\_\_

*(If more than one and trading name and/or contact details vary; kindly share the details on a separate signed letter head)*

## FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

- a) Are you a U.S. Resident  YES  NO
- b) Are you a U.S. Citizen  YES  NO
- c) Were you born in the U.S.  YES  NO
- d) Do you have a U.S. Residential Address?  YES  NO
- e) Do you have a standing order to a U.S. Bank?  YES  NO
- f) Do you have a U.S. telephone Number  YES  NO
- g) Do you have a correspondence, C/O or Hold mail address in the U.S  YES  NO
- h) Are you holding a U.S. Permanent Resident Card (Green Card?)  YES  NO
- i) Have you granted power of attorney or signatory authority to a person with a U.S. address  YES  NO

## NAMES AND ADDRESSES OF DIRECTORS

a) Name \_\_\_\_\_ Id. number \_\_\_\_\_

KRA Pin Number \_\_\_\_\_ Address/Residence \_\_\_\_\_

Mobile No. \_\_\_\_\_ Email Address \_\_\_\_\_

b) Name \_\_\_\_\_ Id. number \_\_\_\_\_

KRA Pin Number \_\_\_\_\_ Address/Residence \_\_\_\_\_

Mobile No. \_\_\_\_\_ Email Address \_\_\_\_\_

c) Name \_\_\_\_\_ Id. number \_\_\_\_\_

KRA Pin Number \_\_\_\_\_ Address/Residence \_\_\_\_\_

Mobile No. \_\_\_\_\_ Email Address \_\_\_\_\_

d) Name \_\_\_\_\_ Id. number \_\_\_\_\_

KRA Pin Number \_\_\_\_\_ Address/Residence \_\_\_\_\_

Mobile No. \_\_\_\_\_ Email Address \_\_\_\_\_

## MERCHANT BANKING DETAILS (Where do you normally bank your business proceeds?)

ACCOUNT NAME	BANK NAME	BRANCH & CODE	ACCOUNT NUMBER	NO. OF YEARS
1.				
2.				
3.				

**MERCHANT SETTLEMENT DETAILS (Where do you want us to bank payments received via the DTB POS?)**

<b>ACCOUNT NAME</b>	
<b>ACCOUNT NUMBER</b>	
<b>BANK NAME</b>	
<b>BRANCH</b>	

**DETAILS OF MERCHANT CONTACT PERSON (Person responsible for admin rights of the POS)**

1. Title \_\_\_\_\_ Name: First \_\_\_\_\_ Middle \_\_\_\_\_ Surname \_\_\_\_\_  
Position Held \_\_\_\_\_  
Mobile No. \_\_\_\_\_ Email Address \_\_\_\_\_  
Signature: \_\_\_\_\_ Date \_\_\_\_\_

**DECLARATION AND ACCEPTANCE**

I/We as the Director(s)/ Partners/ Sole Proprietor/ Authorised Attorney(s) of the Merchant above hereby agree and declare as follows;

- I/We have agreed to sign up for DTB POS Merchant Services.
- I/We understand that the bank reserves the sole right to approve or decline any Merchant applications and the bank is not obligated to provide reasons for its declined applications.
- All the information provided in this application form (and all documents provided with this form) is correct, complete, up to date and I/we have not withheld any information.
- I/We authorize DTB to exchange, share or disclose the information provided herein including personal information, with institutions, agencies, credit bureaus and any regulatory or statutory bodies to comply with its legal obligations.
- I/We have received, read and understood DTB POS Merchant General Terms and Conditions and agree to be bound by the conditions of issue as amended from time to time.
- I/We agree that we are jointly and severally liable for all charges incurred through the use of the DTB POS Terminal.
- I/We have selected the product that best suits me/us.
- I/We have been taken through all the features, charges and fees pertaining to the product.
- I/We have understood what is required of me/us and how to operate the POS Terminal efficiently.
- I/We have been briefed on how to keep safe my/our POS Terminal.
- This Declaration and Acceptance clause also serves as the Board Resolution of the Merchant above(if a company) and has been executed on behalf of and by the authorized signatories of the Merchant as of the effective date.

<b>NAME</b>		<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME</b>		<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME</b>		<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME</b>		<b>SIGNATURE</b>		<b>DATE</b>	

**REQUIRED DOCUMENTS CHECKLIST (Please produce originals for verification purpose)**

	DTB	NON-DTB
Copy of ID/Passport of each Director/ Business Owner		
One recent colored passport size photograph of the Directors & contact Person		
Certificate of Incorporation/Registration		
Memorandum and Articles of Association/ CR12		
Certified Bank Statements for the last three months (if not banking with DTB/ New A/C)		
Copy of Directors /Business Owner's PIN		
Copy of Company PIN		
KATO/KATA/IATA Certificate/Tourism License (for tour and travel companies)		
Practice License (for Doctors)		
Partnership Deed (where applicable)		

**FOR OFFICIAL USE ONLY****BRANCH/UNIT**

I have explained to the customer the specific terms and conditions to open a merchant account and operate the POS Machine  
In addition; I confirm having visited the merchant site

Name of Staff: \_\_\_\_\_ Branch/Unit \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**NB: SIGNATURE VERIFIED BY: (PLACE STAMP)**

**CALL BACK DONE BY: (PLACE STAMP)**

Branch Manager's Approval/Comments: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**HEAD OFFICE**

- i. All requirements fulfilled:  YES  NO
- ii. Has DTB Representative visited the merchant site?  YES  NO
- iii. AML Risk Category  High  Medium  Low      Review date: \_\_\_\_\_
- iv. Match Check list:  YES  NO
- v. Screening:
  - World Check:**  YES  NO
  - IPRS:**  YES  NO
  - OFAC:**  YES  NO
  - Flex Check:**  YES  NO
  - Pin Check:**  YES  NO
  - FATCA (US citizens):** YES NO

Merchant Risk Score: \_\_\_\_\_ MCC: \_\_\_\_\_ MDR \_\_\_\_\_

Interchange: \_\_\_\_\_

**Approved/Declined By:**

NAME	DESIGNATION/UNIT	SIGNATURE	DATE

Merchant Opening template completed by: \_\_\_\_\_

Checked & Authorized by: \_\_\_\_\_

## TERMS AND CONDITIONS

The relationship between the Bank and the Merchant is governed by the Laws of Kenya, these Terms and Conditions and any further agreement made in writing between the Bank and the Merchant.

### 1. DEFINITIONS

- 1.1 "AML & CFT" means 'Anti-Money Laundering and Combating Financing of Terrorism' measures aimed at preventing the Bank from being used intentionally or unintentionally by criminal elements for money laundering or terrorist activities.
- 1.2 "Authorization" means a process through which an Issuer approves a Card Transaction.
- 1.3 "Authorization Code" means a code provided to the Merchant to indicate approval by Card Centre or any branch of the Bank of a Card Transaction.
- 1.4 "Cardholder" means any person, firm, company, corporation, or other legal entity issued with a Card and authorized to use it by the Issuer for the purchase of goods, services and other facilities and whose name and Card account number is embossed on the Card.
- 1.5 "Card Centre" means a separate unit of the Bank that is responsible for the management, control and processing of facilities and transactions generated by the use of a Card.
- 1.6 "Card Transaction" means any payment made or cash advance obtained by use of a Card.
- 1.7 "Chargeback" means a Transaction returned by an Issuer to the Bank which the Bank may debit the Merchant's Bank Account.
- 1.8 "Effective Date" means the date of signing this Terms & Conditions.
- 1.9 "Fees" means without limitation, Merchant Service Commission/Charge, administration fees, chargeback fees and any other fees that the Bank may from time to time levy on the Merchant.
- 1.10 "Fraudulent Transaction" means any Transaction which, in terms of the common law or statute of the Republic of Kenya, would constitute fraud (whether Authorization was obtained or not) without it being necessary for the Bank to prove such fraud and will include, but is not limited to any Transaction arising from the use of a Card by a person other than the authorized Cardholder or the use of a Card which has not been issued by a bona fide Card Issuer.
- 1.11 "Issuer" means any Bank that has given its customer a Card.
- 1.12 "The Merchant Account" means the account designated by the Merchant under the Merchant Application Form for settlement of payments received via the POS Terminal.
- 1.13 "Merchant" means the person or entity to whom a POS Terminal is issued.
- 1.14 "Merchant Application Form" means the Bank's form completed by the Merchant in respect to the Merchant Services.
- 1.15 "Merchant Services" means the provision of POS Terminal(s) by the Bank to the Merchant and the processing and settlement of respective credit or debit card payments by the Bank on behalf of the Merchant.
- 1.16 "Merchant Service Commission/Charge" means a percentage of total sales value payable by the Merchant to the Bank pursuant to a Transaction, as agreed by the parties on the effective date and as amended by the bank from time to time.
- 1.17 "PCI-DSS" means the Payment Card Industry Data Security Standards' technical and operational requirements as set by its governing council to protect Cardholder data.
- 1.18 "PIN" means personal identification number, which is a secret number issued and known only to the Cardholder and which may facilitate a Transaction.
- 1.19 "POS Terminal" means a point of sale device owned by the Bank that reads information encoded on the magnetic stripe and/or chip of the card and that electronically authorizes, captures and transmits Transaction data.
- 1.20 "Terms & Conditions" means the terms and conditions set out in this document and the schedule or annexures hereto.
- 1.21 The singular includes the plural and vice versa.
- 1.22 The masculine gender includes the feminine gender and vice versa.
- 1.23 If the expression "the Merchant" comprises more than one person the liability of such persons shall be joint and several.
- 1.24 "VISA" means VISA International Services Association Incorporated, a card scheme and technology company.
- 1.25 "Mastercard" means Mastercard World Wide, a card scheme and technology company.

### 2. MERCHANT'S ACCOUNT; FEES AND COMMISSIONS

- 2.1 The Merchant shall nominate a bank account to be known as "the Merchant Account" for settlement of payments received via the POS Terminal.
- 2.2 The Bank shall credit the Merchant Account with the face value of all valid sales, drafts deposited with it by the Merchant and all amounts transmitted to it from a point of sale terminal installed on the Merchant's premises, less a deduction of.....% of such face value or transmitted amounts ("Merchant Service Commission/Charge") which may be varied in accordance with clause 20 below.

### 3. VALIDITY OF THE CARD

- 3.1 A Card is not valid and the Merchant shall not accept it:-
- 3.1.1 if its expiry date is on or after the date of the proposed Card Transaction;
- 3.1.2 if notification of its cancellation has been received by the Merchant;
- 3.1.3 if it has been fabricated, altered, re-embossed or comprises modification of the signature pane or an alteration of the Cardholder's signature; or
- 3.1.4 if it does not conform to the Card security features set out in clause 12 below.
- 3.2 The Merchant shall do the following to validate a Cardholder's identity:-
- 3.1.5 verify that the signature on the Card matches the signature on the sales voucher or receipt, where applicable;
- 3.1.6 if applicable, verify that the Cardholder resembles the person depicted in any photograph intended for identification on the Card;
- 3.1.7 verify the Card security features set out in clause 12 below;
- 3.3 If identification of the Cardholder or the Card's validity is uncertain, the Merchant must contact Card Centre or the nearest branch of the Bank immediately for instructions and if the Bank instructs the Merchant to retain the Card, the Merchant shall do so promptly.

### 4. VALIDITY OF THE SALES VOUCHERS AND RECEIPTS

- A sales voucher or receipt is not valid and will not be honored by the Bank unless:
- 4.1 The names of the Cardholder and the Merchant as well as the Card Number are clearly imprinted;
- 4.2 It is signed by the Cardholder and the signature is easily decipherable from the Merchant's copy and matches the signature on the Card, where applicable;
- 4.3 It is on a form supplied by the Bank for Card Transaction;
- 4.4 It describes fully and accurately the goods or services supplied together with the total price charged including VAT and other taxes. The currency symbol must be printed on the receipt/voucher;
- 4.5 The Authorization Code (where applicable) is clearly marked on it; and
- 4.6 The Card in respect of which the Sale voucher/receipt relates is valid as provided in clause 3 above.

### 5. SEEKING AUTHORIZATIONS

- 5.1 If a point of sale terminal machine is installed, the Merchant shall seek Authorization by swiping/inserting the Card on the machine for each and every Card Transaction regardless of value.
- 5.2 The Merchant shall obtain Authorization on the date of the Card Transaction except under special conditions notified to the Merchant by the Bank.
- 5.3 The Merchant shall NOT seek Authorization, regardless of the Card Transaction amount, if any of the following is true:
- 5.3.1 The Cardholder presents an expired Card;
- 5.3.2 The Merchant is suspicious of a proposed Card Transaction;
- 5.3.3 The Cardholder presents an Electron Card or Card not bearing the security features described on clause 12.

### 6. EQUIPMENT AND PROMOTIONAL MATERIALS

- 6.1 The Bank shall supply to the Merchant such equipment and materials including but not limited to imprinters, POS Terminals, stationery decals and other promotional materials, as the Bank shall from time to time find necessary.
- 6.2 All such equipment, stationery, decals and promotional materials are and shall remain at all times the property of the Bank returnable on request or upon the termination of

the Merchant Services.

- 6.3 The Merchant shall display prominently the DTB Card insignia, promotional signs and other advertising materials provided to it by the Bank to indicate that the Merchant accepts Cards acquired by DTB.
- 6.4 The Merchant shall not use any promotional materials whatsoever to advertise the Cards unless such material is supplied by or approved in writing by the Bank.
- 6.5 The Merchant shall not:-
- 6.5.1 Indicate or imply that Card issuers endorse any of the Merchant's goods or services;
- 6.5.2 Refer to a card scheme in stating eligibility for its products, services or membership;
- 6.5.3 Use the Card logo, sign or trademark for any purpose other than those permitted in writing by the Bank or a card scheme.

### 7. THE CARD(S) BELONG TO THE CARD ISSUERS

The Card is the property of the Issuer and if lost, stolen or misplaced while in the possession of the Merchant, the Merchant shall immediately report the loss, theft or misplacement to Card Centre or nearest branches of the Bank by telephone and confirm the same in writing within seven (7) days, irrespective of whether the Cardholder has reported the loss, theft or misplacement. If the Card is subsequently retrieved or found, the Merchant shall immediately forward it to Card Centre or the nearest branch of the Bank.

### 8. OTHER CARDS

The Bank may from time to time in writing require the Merchant to honour credit, debit or charge cards issued by other card schemes in addition to Visa and MasterCard Cards. In this event, these Terms and Conditions shall apply in all respects to the Cards of the other card scheme.

### 9. CURRENCY

Unless otherwise agreed in writing between the Bank and the Merchant, all Card Transactions shall be in Kenyan currency and all payments to the Merchant by the Bank shall be made in that currency.

### 10. SPECIFIC OBLIGATIONS OF THE MERCHANT

- 10.1 The Merchant hereby authorises the Bank to deduct the Fees from the Merchant Bank Account or any other bank account of the Merchant or from any investment held with any third party if the Merchant's Bank Account is not adequately funded to allow a debit.
- 10.2 The Merchant hereby authorises the Bank to set off any debits due by the Merchant in terms of the Merchant Services against any credits due to the Merchant.
- 10.3 The Merchant shall notify the Bank in writing of any changes to its banking arrangements which will become effective once received by the Bank.
- 10.4 The Merchant shall:-
- 10.4.1 Supply goods and services to each and every Cardholder upon presentation of a valid Card;
- 10.4.2 Honour all Cards irrespective of whether they are credit, debit or charge cards provided the same meets all features listed in clause 3 above;
- 10.4.3 Not discriminate against a Cardholder who presents his Card for payment for goods or services either by surcharging or fixing a minimum limit for such use or by allowing a discount or other incentive for the use of other means of payment or deny a Cardholder a discount which is otherwise available to other customers who use other means of payment;
- 10.4.4 Not share the imprinters or POS Terminals provided by the Bank with any other person;
- 10.4.5 Only use sales vouchers and/or receipts provided or in the form approved by the Bank for all Card Transactions;
- 10.4.6 Ensure that the Cardholder signs the two copies of the sales vouchers or receipts in the Merchant's presence and verify such signature by comparing it with the one appearing at the back of the Card to ensure that they are identical, where applicable;
- 10.4.7 Swipe/insert the Card into the POS Terminal in accordance with procedure guide;
- 10.4.8 Not present for payment by the Bank vouchers or receipts to which the Merchant is not a party;
- 10.4.9 Decline to provide goods, services and other facilities where Authorization is declined;

<p>10.4.10. If the Merchant Account is with the Bank, authorize the Bank to debit the Merchant account with all amounts due to the Bank under the Merchant Services. In all other cases or where there are insufficient funds in the Merchant Account with the Bank, make the necessary payment to the Bank by cash, bankers cheque or other means at the discretion of the Bank;</p> <p>10.4.11. Undertake to institute such internal controls as may be necessary and reasonable to avoid perpetration of fraud by its staff. The Bank shall not be liable for any losses incurred due to fraudulent transactions instituted by or with collaboration of the Merchant's staff or occasioned by the negligence of the Merchant's staff;</p> <p>10.4.12. Undertake to maintain proper and accurate records of all Card Transactions in accordance with the requirements of the Bank;</p> <p>10.4.13. Indemnify the bank against all liabilities arising out of any claim made or defense raised against the Bank by a Cardholder concerning any Card Transaction, or breach of this Terms &amp; Conditions by the Merchant;</p> <p>10.4.14. Contact Card Centre or the nearest branch of the Bank for further directions where the Card presented raises a reasonable suspicion as to theft, loss or misuse;</p> <p>10.4.15. Institute precautionary measures to identify cases of suspected fraud, theft or misuse of a Card and seek further guidance and direction from Card Centre or the nearest branch of the Bank;</p> <p>10.4.16. Provide the Bank with all information in its possession as to circumstances of fraud, theft, or misuse relating to any Card or Card Transaction and take all steps deemed necessary to avoid or minimize losses;</p> <p>10.4.17. Take all reasonable steps to assist the Bank in handling claims by Cardholders against the Bank;</p> <p>10.4.18. Inform Card Centre or the nearest branch of the Bank and seek further directions, in the event of any circumstances and/or occurrences surrounding or relating to Card Transactions, being suspicious enough to put them on enquiry;</p> <p>10.4.19. Verify the validity of each and every Card presented to it as provided for in clause 3 above;</p> <p>10.4.20. Record Authorization Codes on purchase vouchers or receipts;</p> <p>10.4.21. Call for the direction of Card Centre where the identity of the Cardholder is doubted and in such cases seek additional proof of identify and record at the back of the first three copies of the sales vouchers or receipts such additional identification details where applicable;</p> <p>10.4.22. Retain and immediately forward to Card Centre through the nearest branch of the Bank, Cards presented to it which have been reported lost, stolen, misused or used for fraudulent transactions;</p> <p>10.4.23. Make enquiry calls to Card Centre in relation to fraudulent Card Transactions, or lost, stolen, misused Cards, expired or cancelled Cards as well as where signatures differ;</p> <p>10.4.24. Take full responsibility for the accuracy of the entries in the vouchers/receipts and claim forms;</p> <p>10.4.25. Release a copy of the sales voucher or receipt to the Cardholder(s) on finalization of a Card Transaction as requested by the Bank from time to time;</p> <p>10.4.26. Not refuse to exchange, or give credit for goods and services returned where there is reasonable complaint about them from the Cardholder merely because such goods were purchased by means of a Card;</p> <p>10.4.27. Issue a refund voucher in accordance with procedures set by the Bank for a refund made in respect of sales vouchers and receipts presented to the Bank;</p> <p>10.4.28. Not disclose any information to any third party regarding this the Merchant Services and this Terms &amp; Conditions;</p> <p>10.4.29. Comply with any operating instructions and/or procedure guides which the Bank may supply to the Merchant from time to time. If there is any inconsistency, the terms of this Terms &amp; Conditions shall prevail;</p> <p>10.4.30. Forthwith inform the Bank of any changes in any particulars relating to the Merchant contained in the Merchant Application Form;</p> <p>10.4.31. Ensure that it retains a copy of each sales voucher for a period of not less than six (6) months from the date of each Card Transaction;</p> <p>10.4.32. Write "TO" for a telephone order Card Transaction, "MO" for a mail order Card Transaction and "Recurring Transaction" for a recurring Card Transaction on the signature line of the Card Transaction voucher or receipt;</p> <p>10.4.33. Obtain Cardholder's written permission to periodically</p>	<p>charge for recurring services, retain this permission for the duration of the recurring services and provide a copy to the Bank upon request.</p> <p>10.4.34. The presentation for payment of each sales voucher or receipt shall be a warranty:-</p> <p>10.4.34.1 That all statements of fact therein which are within the Merchant's knowledge are correct, true and current (i.e. not backdated).</p> <p>10.4.34.2 That the Merchant has supplied goods and/or services of the value stated therein and which is not greater than their normal prices and that the claim does not contain any element of credit for any other purpose and in particular does not include any amount in respect of cashed cheques or other form of payment by the Merchant to the Cardholder.</p> <p>10.4.34.3 That the Card Transaction is not unlawful, or for an unlawful purpose.</p> <p>10.4.34.4 That the Merchant has complied with all its obligations under this Terms &amp; Conditions.</p> <p>10.4.35. Supply a copy of any Transaction slip or sales voucher to the Bank and/or Cardholder within 7 (seven) days of a request for it. Display all updated Mastercard, VISA and any future card scheme's decals at all times where applicable.</p> <p>10.4.36. Allow a representative of the Bank to conduct a physical inspection of the Merchant's business premises on reasonable notice, to ensure compliance with terms of this Terms &amp; Conditions.</p> <p>10.4.37. Allow a representative of the Bank to conduct investigations when handling claims of Cardholders and cooperate fully with such a representative.</p> <p>10.4.38. Retain sufficient funds in the Merchant's Bank Account to cover all Fees, Merchant Commissions and Chargebacks.</p> <p>10.4.39. Report lost, faulty or damaged Bank POS Terminals to the Bank within 24 (twenty four) hours.</p> <p>10.4.40. Ensure that it complies with Mastercard and VISA PCI-DSS regulations on a continuous basis and all rules and regulations stipulated by the scheme and as amended from time to time.</p> <p>10.4.41. On an ongoing basis, provide documents and any information the Bank may require from time to time.</p>	<p>12.2.4 the Cardholder's name and expiry date must be visible;</p> <p>12.2.5 the word "Electron" must be printed repeatedly on the signature panel; and</p> <p>12.2.6 the words "Electronic Use Only" must be printed on the Electron Card.</p>
	<p><b>11. HOTEL RESERVATION SERVICES</b></p> <p>11.1 Where the Merchant is a hotel, it must allow a Cardholder to guarantee overnight accommodations by use of a card.</p> <p>11.2 Such Merchant must provide to a Cardholder the following details:-</p> <p>11.2.1 the reserved accommodation rates;</p> <p>11.2.2 a reservation confirmation code and a cancellation code both of which shall be retained by the Cardholder;</p> <p>11.2.3 the hotel's reservation service provisions relating to the Cardholder's obligation, other reservation details and the cancellation policy.</p>	
	<p><b>12. CARD SECURITY FEATURES</b></p> <p>12.1 The Merchant shall ensure that the Card contains the following security features:</p> <p>12.1.1 the four digits printed above or below the Card number match the first four digits of the embossed Card number,</p> <p>12.1.2 the last four digits of the Card number match the last four digits on the receipt;</p> <p>12.1.3 the signature on the Card matches the signature on the receipt, where applicable;</p> <p>12.1.4 for point of sale machines which read and print the Cardholder's name, the name must match the name embossed on the Card;</p> <p>12.1.5 the dove on the face of the Visa Card should appear to fly when the Card is tilted back and forth;</p> <p>12.1.6 the Mastercard hologram should reflect light and appear to move when the card is tilted</p> <p>12.1.7 the Visa and Mastercard symbol appears on the face of the Card.</p> <p>12.2 The Merchant shall check for the following security features in an Electron Card:-</p> <p>12.2.1 an Electron Card is not embossed and all visible details are printed;</p> <p>12.2.2 the first and last four digits of the Electron Card number must be visible;</p> <p>12.2.3 the Electron symbol must be placed on the upper or lower right corners;</p>	
		<p><b>13. PROHIBITIONS</b></p> <p>The Merchant shall not:-</p> <p>13.1 add any surcharges to a Card Transaction unless such surcharge is permitted by law. Any surcharge amount, if allowed, must be included in the Card Transaction and not be collected separately;</p> <p>13.2 accept a Card to collect or refinance an existing debt;</p> <p>13.3 accept Cardholder's payments for previous Card charges;</p> <p>13.4 honour any Card Transaction, which represents collection of an amount owed on a dishonoured cheque;</p> <p>13.5 ask a Cardholder to sign a sales voucher/receipt unless the final Card Transaction amount is entered on the transaction receipt/voucher; or</p> <p>13.6 Split a Card Transaction so as to avoid obtaining Authorization.</p>
		<p><b>14. CARD RECOVERY</b></p> <p>14.1 Immediately upon recovery of a Card, the Merchant shall notify the Bank of the recovery and ask for further instructions.</p> <p>14.2 The Merchant shall attempt to recover a Card by reasonable and peaceful means and shall not complete a Card Transaction in any of the following circumstances:-</p> <p>14.2.1 If the Bank requests the retention of the Card;</p> <p>14.2.2 If the first 4 digits of the embossed Card number do not match the 4 digits printed above or below the card number.</p>
		<p><b>15. MULTIPLE TRANSACTION RECEIPTS AND PARTIAL PAYMENTS</b></p> <p>15.1 The Merchant shall include the total currency amount of goods and services purchased at the same time on a single receipt/voucher. A Card Transaction should never be split by using two or more receipts/ vouchers except in the following circumstances:-</p> <p>15.1.1 purchases made in separate departments of a multi-department store;</p> <p>15.1.2 individual air tickets issued to each passenger if required by airline policy;</p> <p>15.1.3 partial amount paid by a Cardholder in cash, cheque, or both at the time of the sale;</p> <p>15.1.4 instalment payments for goods by mail/phone orders.</p>
		<p><b>16. CREDIT REFUNDS</b></p> <p>16.1 The Merchant may, at its discretion, prepare a credit transaction receipt where a valid Card Transaction receipt or voucher was previously processed and the Cardholder either cancelled the Card Transaction later or returned the goods. The Merchant shall:-</p> <p>16.1.1 prepare a credit transaction receipt/voucher that identifies the date and the receipt/voucher of the original card transaction;</p> <p>16.1.2 deliver a completed credit transaction receipt/voucher to the Cardholder;</p> <p>16.1.3 deposit with the Bank within Fourteen (14) calendar days of the date that the credit was issued.</p>
		<p><b>17. SPECIFIC OBLIGATIONS AND RIGHTS OF THE BANK</b></p> <p>The Bank shall:-</p> <p>17.1 Refund to the Merchant the amount shown on the sales voucher/receipts presented by the Merchant less the Merchant Service Commission/Charge. The refund shall be made by crediting the Merchant Account details of which are contained in the Merchant Application Form.</p> <p>17.2 Ensure that training is provided to the Merchant on the use of the POS terminal.</p> <p>17.3 The Bank may, solely or collectively with the Merchant, develop a loyalty rewarding program to its Cardholders to encourage customers to continue to shop at the Merchant's outlets and/or use the Merchant's Services.</p> <p>17.4 The Bank reserves the right to:-</p> <p>17.4.1 reject claims where the transaction was not authorized as expected;</p> <p>17.4.2 decline to refund the Merchant any sales vouchers/</p>

- receipts with differing signatures (where applicable) or where Authorization was either declined or not sought, until payment is received by the Bank from the Cardholder;
- 17.4.3 decline paying claims where the Cardholder had been listed or Card notified for cancellation at the time of the presentation of the Card, until payment from the Cardholder is received;
- 17.4.4 if the Merchant Account is held with the Bank, debit the Merchant's Account with the amount of a Card Transaction if, after crediting the Merchant Account in respect of such Card Transaction, it is later discovered that the Card or the sales voucher/receipt was invalid, the Card Transaction was illegal or, the Card Transaction is payable under separate arrangements made with the Bank.
- 17.5 The Bank shall be entitled to and is hereby irrevocably authorized by the Merchant to debit the Merchant's Bank account with:-
- 17.5.1 the Merchant Commission calculated at the rate set out in clause 2.2 on the total monthly/daily value of all valid transactions by the Merchant as amended from time to time;
- 17.5.2 any chargeback effected in accordance with Mastercard and/or Visa rules;
- 17.5.3 any refund due to a Cardholder which the merchant fails to process;
- 17.5.4 overpayment due to clerical or electronic errors whether such errors were made by the Merchant or the Bank;
- 17.5.5 reversals in respect of invalid sales vouchers and/or Transaction slips;
- 17.5.6 the total amount of lost Bank Terminal and/or POS device batches of electronic Transactions where the Merchant has failed to provide valid Merchant copies within 7 (seven) days of being requested to do so by the Bank;
- 17.5.7 Any interest payable by the Merchant to the Bank on any sum due to the Bank; same to the Bank in an unsatisfactory condition, fair wear and tear excluded, on termination of this Terms & Conditions;
- 17.5.8 the cost of any equipment, except for any equipment owned by the Merchant, that is lost, stolen or damaged while in the possession of the Merchant;
- 17.5.9 any fines imposed by a card scheme on the Bank as a result of non-compliance with mandatory or regulatory rules of the card scheme as advised by the Bank to the Merchant from time to time.

## 18 FORCE MAJUERE

The Bank shall not be under any liability whatsoever if it is unable to perform its obligations under this Terms & Conditions due to the failure of any machine, data processing system or transmission list, industrial disputes, terrorist activities or any cause beyond the reasonable control of the Bank, its servants, agents or subcontractors.

## 19 ADJUSTMENTS

If the Merchant Account is with the Bank, the Bank shall adjust the merchant Account with any erroneous computation of vouchers, receipts and or claims. In all other cases or where there are insufficient funds in the Merchant Account held with the Bank or at the Bank's option, the Bank may, deduct the amount of the adjustment from current or subsequent claims by the Merchant, or request for payment by cash or other means.

## 20 DATA PROTECTION

Both the Merchant and the Bank, as Data Controllers, will offer their services in compliance with all applicable Data Protection Laws. For full details of DTB's Privacy Policy, please visit our website at <https://dtbk.dtbAfrica.com/privacy-policy>.

## 21 VARIATION OF THE BANK COMMISSION/PROCESS

- 21.1 The Bank may impose or vary Merchant Service Commission/ Charge, as it shall from time to time determine upon giving at least one month prior notification in writing.
- 21.2 The Bank may change its settlement procedure for Merchant

Commission and/or Fees from time to time upon issuance of a 30 day notice to the Merchant.

- 21.3 The Bank may vary and amend these Terms and Conditions at any time upon issuance of a 30-day notice subject to the requirements of any applicable statute.

## 22 CHARGEBACK RIGHTS

- 22.1 If a sale voucher or receipt is issued or presented in breach of this Terms & Conditions or a Cardholder makes a claim against the Bank relating to a Card Transaction in respect of which a sale voucher has been issued:
- 22.1.1 the Bank may without specifying a reason withhold payment on presentation of the sales voucher; or
- 22.1.2 if the Merchant has already been paid for the sale voucher, Bank shall be entitled to recover the amount from the Merchant Account and where this is not possible, require the Merchant to immediately repay the amount of the sales voucher.
- 22.2 Notwithstanding the foregoing, upon the commencement of any proceedings (whether voluntary or not) for the winding-up or dissolution of the Merchant, or the appointment of any person to manage the assets or business of the Merchant on behalf of its creditors, payment of any sales voucher then unpaid (whether presented before or after the occurrence of any such event) shall not be made and the amount of any sales vouchers already paid, where the goods, services or other facilities referred to therein have not yet been supplied shall be a debt due from the Merchant to the Bank.
- 22.3 if under this Terms & Conditions the Bank holds payment on any sales voucher or any amount of any sales voucher is repayment to the Bank, the Bank shall be under no obligation to procure payment for the card Transaction presented by the sales voucher or otherwise deal with the Cardholder in respect thereof and the Merchant shall not make another presentation of the sales voucher/receipts relating to the same Card Transaction.

## 23 TERMINATION

- 23.1 These Terms & Conditions shall be effective from the date the Merchant is in receipt of a POS Terminal and shall continue until terminated by either party giving the other not less than fourteen (14) days' notice in writing.
- 23.2 The Bank may at any time, upon giving notice to the Merchant, terminate the relationship with the Merchant on account of AML/CFT measures.
- 23.3 The Bank and the Merchant have the right to terminate the Merchant Services by giving seven (7) days written notice if either party is in breach of any of the terms and conditions contained in this Terms & Conditions.
- 23.4 The Merchant Services may also be terminated on the occurrence of events referred to in clause 22.2. The Merchant shall also notify the Bank of such occurrence as soon as it becomes aware that such an event is likely to occur or has occurred.
- 23.5 Upon occurrence of events referred to in clause 23.2, 23.3 and 23.4 the Merchant shall not enter into any further Card Transactions and every unrepresented sales and refund vouchers shall be presented to the Bank at the address given above within three (3) business days of their issue otherwise they shall not be honored by the Bank.
- 23.6 Termination shall not affect obligations and warranties in respect of Card Transactions already effected.
- 23.7 Upon the termination of the Merchant Services, the Merchant shall remove all decals and other promotional materials from its premises and return the same to Card Centre or the nearest branch to the Bank together with all stationery and equipment supplied to it by the Bank.

## 24 ASSIGNMENT OR TRANSFER

- 24.1 The Bank may without requiring the consent of the Merchant, assign and/or transfer all or any of its rights, benefits and obligations under these Terms and Conditions to any person at any time.
- 24.2 The rights, benefits and obligations of the Merchant under these Terms and Conditions are personal to the

Merchant and no assignment of any kind whatsoever shall be permitted but in the event of individuals the obligations set out in this Terms & Conditions shall bind the personal representatives of the Merchant and in case of corporate bodies it shall bind its successors and assigns.

## 25 GOVERNING LAW

The Merchant Application Form, this Terms Conditions and any other documents required to be executed by the Merchant in connection with the POS Merchant Services shall be governed in all respects by the law of Kenya and parties shall submit to the exclusive jurisdiction of Kenyan courts.

## 26 NOTICES AND CHANGE OF ADDRESS

- 26.1 All notices under this Terms & Conditions shall be sent by prepaid post to the address stated in the Merchant Application Form or to the last address notified by either Party to the other pursuant to clause 26.2 below and the notice shall be deemed to have been received by the addressee at noon on the fourth business day after posting (excluding the day of dispatch).
- 26.2 Any change of address must be made in writing. Until such notice is given the address shall be that stated in the Merchant Application Form.

## 27 VARIATION/AMENDMENTS

The Bank reserves the right to vary or amend the terms of this Terms & Conditions upon notice to the Merchant.

## 28 COUNTERPARTS

This Terms & Conditions and any amendment hereto shall be executed in two counterparts, each of which when executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

## 29 ENTIRE AGREEMENT

- 29.1 Any existing agreement or arrangement between the Merchant and the Bank relating to the subject matter of this Terms & Conditions shall terminate immediately upon execution of this Terms & Conditions except in respect of accrued rights.
- 29.2 Save for the matters referred to in clause 29.1 above, this Terms & Conditions sets out the entire agreement between the Merchant and the Bank. The Merchant acknowledges that it is not relying on any representation, terms or condition, which is not set out in this Terms & Conditions-

## 30 AUTHORITY TO EXECUTE

If the Merchant is a body corporate it hereby warrants that the person signing the Merchant Application Form and this Terms & Conditions on its behalf has been duly authorized and that all corporate actions necessary for the signing of the Merchant Application Form have been taken and that no further action is required to validate the signing of the Merchant Application Form and the Terms & Conditions or the affixation of the Company seal.

## 31 ACCEPTANCE OF TERMS AND CONDITIONS OF THIS AGREEMENT

The signing of this Terms & Conditions by the Merchant constitutes acceptance of and agreement to be bound.

Name:

Signature:

Date:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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