

DIAMOND BANK mCASH REGISTRATION FORM



Diamond

Diamond Bank Plc. RC.161996

Merchant Information

Account Name

Account Number
(Settlement Account)

Business Address

Telephone Number

Email Address

Bank Verification Number

Description of Business
Supermarket Pharmacy Hotels & Guest Houses Computer & Electronics
Bar & Restaurant Fast Food Others Specify

Number Of Outlets & Locations Where Diamond mCASH Code Will Be Used

(If more than 3 locations, please state below the form)

Location/Address

Location/Address

Location/Address

Business Opening Hours
(please specify)

Directors

PARTICULARS OF DIRECTOR

Mr. Mrs. Others specify)

Name

Mobile Phone Number

Occupation

DETAILS OF PRIMARY CONTACT PERSON

Mr. Mrs. Others specify)

Name

Mobile Phone Number

Designation

DETAILS OF SECONDARY CONTACT PERSON

Mr. Mrs. Others specify)

Name

Mobile Phone Number

Designation

Terms and Conditions

C. Upon the Merchants response, the following shall apply

- I. Acceptance of liability to claims will lead to a debit of the Merchants Account and a credit of the Payer.
- II. Declining of a claim will mean no debit to merchant and the provision of a proof of payment to the Payer.
- III. Non Response to claim within stipulated chargeback cycle will lead to an automated debit to merchants' account in favor of the Payer.

7. NOMINATED BANK ACCOUNT-

The Merchant shall advise the details of the Merchant's account with the Bank and shall not make any Change to the Bank account without the written consent of Diamond Bank."

8. FRAUDULENT TRANSACTIONS

Fraudulent transactions shall include but not be limited to:

- (i) Any purchase and/or transaction arising from the use of an Account by a person other than the authorized Accountholder.
- (ii) The use of an Account that is not authorized in terms of the rules governing the issue and use of the service.

9. COMMISSION / FEE / CHARGES

The merchant shall pay the current applicable industry Merchant Service Charges shown below or any other fee as the Bank may stipulate based on money market changes or industry regulations.

BAND	PAYER	MERCHANT
N50 – N9,999	N20	-
N10,000 – N20,000	N20	N50

*Applicable charges apply.

10. SETTLEMENT AND REVERSAL OF TRANSACTIONS

Notwithstanding any provisions to the contrary, DIAMOND Bank shall have the right to:

- I. Pass into the merchant's account the daily net (debit or credit) due settlement as advised by the switching company.
- ii. Debit the merchant's account while advising the merchant with the details of the day's settlement where the daily net settlement is a debit position.
- iii. Debit the merchant's account for any wrongly settled amount which was not due to it.
- iv. Debit the merchant's account where a dispute claim is initiated by the Payer against the merchant and a response is not received within a stipulated time with valid proof of service rendered

11. ARBITRATION

A. Any dispute, controversy or claim between DIAMOND Bank and the merchant arising out of or in connection with this agreement or breach, termination or invalidity thereof shall be settled by arbitration as stipulated hereunder.

B. The dispute shall be referred to two arbitrators and each party shall choose its own arbitrator, and the two arbitrators shall choose a third arbitrator to act as Chairman if necessary. The arbitrators' award shall be either unanimous or by majority.

C. The proceedings of the arbitrators shall be governed by the provisions of the Arbitration and Conciliation Act (Cap A18 Laws of the Federation of Nigeria, 2004).

12. NOTICES

Unless otherwise provided herein or agreed to by the parties, any notices, requests or other communications mentioned herein shall be in writing (by telex, cable, facsimile or letter) and sent to the address of the party as contained in this Agreement or such other address as any party may advise the other in writing.

13. AGREEMENT

A. The term of this Agreement shall be for an unlimited period and shall not be transferred and/or assigned to any other person and shall remain in effect between both parties until it is terminated in accordance with the provisions of this Agreement. The Agreement is valid and applicable to all outlets owned by the merchant.

B. For the purposes of this Agreement, both parties have taken the address stated hereinafter beside their names as their chosen domicile where all the letters and the written notification shall be duly served.

C. Both parties acknowledge that this Agreement has been signed by the authorised person(s) who is/are fully empowered to sign it and both parties shall have no right to challenge the validity of this Agreement and that no such procedure shall affect the validity of the transactions already done.

D. The inapplicability of any clause/conditions of this Agreement for any reason shall not be considered as an abandonment or waiver of this term or any right thereof and shall not affect the validity of the remaining terms.

E. This Agreement shall remain valid regardless of any amendment or change in the name, Memorandum and Articles of Association or constitution of membership of partnership of the Merchant including reform and the Merchant shall be bound to notify DIAMOND Bank immediately upon the occurrence of any change or amendment.

F. The terms of any form, forms, manual or written instructions or directives by DIAMOND Bank including but not limited to merchant application form, any operating guide, card security features documentation, etc. in respect of the transactions contemplated by this agreement shall be considered an integral part of this Agreement, and in case of any inconsistency with the provisions of this agreement the provision that achieves the best interest of DIAMOND Bank shall be applicable at the absolute discretion of DIAMOND Bank.

G. This Agreement constitutes the entire agreement between the Parties hereto and the Parties acknowledge that they have not entered into this Agreement in reliance wholly or partly on any statement or representation made to any of them by the other except as contained or referred to herein.

H. No forbearance or indulgence by any party in enforcing any term or condition of this Agreement shall prejudice the party's rights or powers under this Agreement and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.

I. The Merchant shall not assign or transfer or permit the assignment or transfer of its rights and obligations under this agreement without the prior written consent of DIAMOND Bank.

J. This agreement shall be constructed and enforced in accordance with the laws of the Federal Republic of Nigeria.

K. This agreement may be amended or changed at the absolute discretion of DIAMOND Bank provided that such amendment shall only be binding on the Merchant effective 30 (thirty) days from the date that DIAMOND Bank gives the Merchant written notice of such amendment (such date inclusive).

L. Nothing contained in this Agreement shall operate to constitute a partnership or similar legal association between DIAMOND Bank and the Merchant.

M. All information and documents (whether financial, technical or otherwise) obtained by either party or its employees, contractors, consultants or agents which are not published or otherwise publicly available shall be kept confidential and not disclosed to third parties or the public except with the prior written approval of the other party or as required by laws of the Federal Republic of Nigeria

N. In no event shall Merchant Acquirer be liable to Merchant or anyone else for special, collateral, exemplary, indirect, incidental or consequential damages (including without limitation, loss of good will, loss of profit or revenue, loss of savings, loss of use, interruptions of business, and claims of the Merchant, even if Merchant Acquirer had been advised of the possibility of such damages, except as provided for in this Agreement. TERMINATION

Both parties shall have the right to terminate this Agreement by giving the other party thirty days prior written notice. - - Notwithstanding any provision to the contrary, DIAMOND Bank may terminate this agreement at its absolute discretion and without prior notice to the Merchant if:

- (i) The Merchant is in breach or defaults in the performance of any of the merchant's obligations.
- (ii) The Merchant ceases to carry on its business or if an order is made for the winding up of the business
- (iii) Any execution or distress levied upon or against any of the chattels or property of the Merchant is not discharged within 7 days
- (iv) The merchant shall stop payment or shall cease or threaten to cease to carry on its business or any substantial part thereof
- (v) A receiver or manager shall be appointed for the merchant's business or the undertaking of the merchant or any part thereof.
- (vi) Sufficient fraudulent transactions occur on the mCASH Service in the opinion of DIAMOND Bank.
- (vii) Without prejudice to any other remedy available to DIAMOND Bank and notwithstanding any provision to the contrary, the merchant shall pay to DIAMOND Bank, the cost of installation and deployment of every equipment as may be determined by DIAMOND Bank if the merchant terminates this Agreement within six months of the date of installation of any equipment.

IN WITNESS WHEREOF the parties have executed these present the day and year first above mentioned in the manner herein contained.

Signed for and on behalf of the within named:

SIGNATURE:

NAME:

POSITION:

In the presence of:

NAME OF WITNESS:

SIGNATURE:

POSITION:

Signed for and on behalf of DIAMOND BANK Plc

SIGNATURE: