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CONTRACT AND GENERAL CONDITIONS OF USE OF PAYMOONEY SERVICES

PayMooney is a service provider with technological added value, specialized in particular in the means of payment and in the multichannel secure telepayment.

As such, PayMooney offers the secure payment solution that allows a merchant to accept distance selling payments.

ARTICLE 1 – DEFINITIONS

In these Terms and Conditions of Use, the terms below should be understood as follows:

Merchant / merchant or customer (case of jackpot initiators included): means the legal or natural person who subscribes to the PAYMOONEY Services Contract for his own use.

BUYER: means the legal or natural person who makes the purchase on the merchant's sales application.

SALES APPLICATION: represents any computer system that enables the merchant to sell: e-commerce website, interactive voice server, specific application, etc.

ACQUIRER: designates a bank or a similar organization that contracts with the Merchant for the acceptance of payment in distance selling. The Acquirer processes debit and credit transactions.

TRANSACTION: represents an accepted, refused or abandoned request for payment, a request for

validation, a request for refund or credit, a request for cancellation initiated by a Merchant for a Buyer.

DISCOUNT: operation of sending transactions to the bank, meaning the debit/credit of the merchant's or retailer's account and the debit/credit of the Buyer's account

SERVICE PAYMOONEY: refers to the service for processing transactions in secure VAD mode via different acceptance channels. It is specified that the Service defined in this Agreement is PayMooney

PAYMOONEY SERVICE OPTIONS: refers to the options of the PayMooney Service offer.

CONTRACT OF SERVICES: means the present general conditions, and their appendices concluded for the supply of the **PAYMOONEY Service** between the Merchant on the one hand, and PayMooney on the other hand.

PARTIES: means collectively the Merchant or PayMooney.

SOLUTION "PAYMENT WEB PAGES": means the PayMooney service in which the Purchaser is redirected from the merchant website to the secure payment pages hosted by PayMooney to proceed to online payment.

SOLUTION " API WEB SERVICE ": means the PayMooney service, in which the Merchant servers collect payment data from the Buyer and submit them via secure server-to-server communications.

VIRTUAL PAYMENT TERMINAL (POS) SOLUTION": refers to the PAYMOONEY service, which

allows an operator to manually enter a payment transaction in a simple and secure way.

SOLUTION "PROCESSING BY FILE": refers to the **PAYMOONEY service** in which the Merchant transmits to PAYMOONEY files containing batches of transactions to be processed.

SENSITIVE DATA: means any information displayed on a card that identifies the cardholder's account, including the card number and expiration date, and any other information about the cardholder or the card.

PAYMENT DATA: all the information provided by the Buyer, necessary to process a distance selling operation (**VAD**). For example, for a card: card number, expiry date and possibly the visual cryptogram.

Working Days: means any day of the week, except the weekly day of rest (usually Sunday) and holidays not usually worked at PayMooney.

Working Day: means any day actually worked in a company or administration. There are 5 working days per week. For PayMooney, the Working Days go from Monday to Friday..

ARTICLE 2 - PURPOSE OF THE CONTRACT

a) The purpose of this Agreement is to define the conditions under which the Parties will collaborate for the provision of the PAYMOONEY Service to the merchant / merchant or customer and for its own needs.

b) It is a Transaction Processing Service, accepted by the Merchant/Merchant or Customer, and represents the entire requirements of the Merchant/Merchant or Customer.

c) This Service will consist of the following phases:

An implementation phase including in particular the provision by PayMooney of the software elements (integration kit) as well as a user and technical integration guide of the PayMooney Service;

A phase of integration of the Service by the merchant / merchant or customer ;

A phase of operation of the Service by Paymooney, including the processing of the secure Transactions of the merchant / merchant or customer.

d) The PayMooney Service is permanently accessible by the Internet network, the access to the Internet network itself not being part of the services provided by PayMooney. It is specified that its maximum capacity of treatment of the PayMooney Service for all users confused is unlimited.

e) PayMooney provides, in accordance with banking regulations, the following services (together referred to as "the Service"):

- To ensure the acquisition of the data necessary for the processing of payment transactions ;
- To ensure the regulatory electronic payment controls ;
- Manage the processing and transmission of payment data ;
- Allow, if necessary, (and depending on the technical solution chosen), the Merchant to transmit payment information to the Buyer.
- Transmit payment transactions to the Merchant's bank.

f) The Parties acknowledge that the performance of the Service requires that during the various processing steps described above :

- PayMooney did not identify, within the framework of the electronic banking controls which it carries out, an error of seizure and/or an inconsistency leading to the refusal of banking treatment of the Transaction of the Purchaser.
- Et qu'aucun incident technique externe à PayMooney ne soit intervenu lors de l'utilisation du Service par l'Acheteur et/ou le Commerçant.

En particulier, le marchand / commerçant ou client reconnaît et accepte que PayMooney ne peut être tenu pour responsable des dysfonctionnements d'Internet ; sa responsabilité ne saurait en aucun cas être engagé à ce titre.

g) The merchant / merchant or customer acknowledges that by signing this Agreement, he benefits from the services offered by PayMooney, but that he can in no way resell the PayMooney solution he has contracted.

ARTICLE 3 - ADDITIONAL BENEFITS

All the services to which PayMooney is not held under the terms of this Agreement, either that they relate to particular missions which are entrusted by the merchant / merchant or customer, or that they are made necessary following any other event not incumbent on him, will be put at the expense of the merchant / merchant or customer according to the tariffs in force at the date of the service and will be the subject of a separate Agreement.

ARTICLE 4- OBLIGATIONS OF THE PARTIES

The Services, object of the present, command an active collaboration between the merchant or customer and PayMooney..

For this reason, a common approach must be put in place and the permanent exchange of information must make it possible to avoid the generation of incidents prejudicial to the interests of the Parties.

a) PayMooney's OBLIGATIONS

a-1) PayMooney undertakes to respect the methods and the deadlines of treatment and must ensure the good execution of the whole Service described herein.

a-2) In addition, PayMooney is held with an obligation of means for the execution of the Service and commits itself making every effort to carry it out in accordance with the rules applicable in the case.

a-3) PayMooney proposes to the merchant / merchant or customer, as of the signature of this Agreement, to benefit from PayMooney assistance.

a-4) PayMooney will inform the merchant / merchant or customer of the difficulties encountered as soon as it becomes aware of them.

a-5) PayMooney will make available to the merchant / merchant or customer information and advice to enable the merchant / merchant or customer to make decisions regarding the Services under this Agreement.

a-6) PayMooney will be able to interrupt the service in an exceptional way for maintenance and/or improvement work, and this without compensation. Any interruption whose foreseeable duration is higher than three (3) hours will have to be announced by PayMooney by mention on the access page of the Site twenty-four (24) working hours in advance.

b) OBLIGATIONS DU Marchand / commerçant ou marchand / commerçant ou client

b-1) In order to be able to set up the PayMooney Service, the merchant / merchant or customer acknowledges to have proceeded to the registration of its activity with an Acquirer or a bank. The merchant / merchant or customer will ask the Purchaser in case of necessity to communicate to PayMooney the rules of transfer of responsibility in case of unpaid.

b-2) The merchant / merchant or customer defines its own anti-fraud strategy by defining the rules and actions it implements. As such, he parameters the module accessible from the PayMooney administration center.

b-3) The merchant / merchant or customer, during the production phase, parameterizes the module, it being specified that, the merchant / merchant or customer remains throughout the duration of the Agreement, solely responsible for the parameterization of the said module and the necessary changes to be made to it.

b-4) The merchant / merchant or customer designates, as soon as the Agreement is signed, a single contact person in charge of monitoring the progress of the Services as well as the security and data protection aspects. This person must guide the different phases of the Agreement with competence and authority.

b-5) The merchant / merchant or customer must take into account the fact that PayMooney does not necessarily have a detailed knowledge of its organization and work habits; any ambiguity or imprecision must be pointed out by the merchant / merchant or customer as soon as the merchant / merchant or customer is aware of it.

b-6) The merchant / merchant or customer will warn, by all written means (e-mail, mail) PayMooney, without delay, of any malfunction as soon as it is noticed.

b-7) The merchant / merchant or customer, as a merchant, carries out throughout the execution of the Agreement, the regular monitoring of its activity, the result of Transactions and the rate of unpaid debts observed. The merchant / merchant or customer will inform PayMooney as soon as possible of any unusual event with regard to its activity that it could note during this follow-up. In any event, the PayMooney responsibility could not be committed because of the execution of the Services even in the event of unpaid noted.

b-8) The merchant / merchant or customer agrees to make a specific interface on his sales application to connect to the PayMooney Service. The realization, the integration and the maintenance up to date of this interface is the exclusive responsibility of the merchant / merchant or customer who can however be assisted by PayMooney. PayMooney could not be held for person in charge for the dysfunctions of the Service caused by the bad realization, integration and/or update of the aforementioned interface.

b-9) The merchant / merchant or customer commits himself respecting the technical and functional elements indicated in the integration guides or any other document which will be transmitted by PayMooney. The merchant / merchant or customer agrees to follow the procedures described as such in the integration guides. The merchant / merchant or customer acknowledges, through the signature of this Agreement, having read the PayMooney integration guide.

b-10) Any use of the logo of PayMooney and/or any other marketing support, communication by the merchant / trader or customer can be done only after having obtained the prior agreement of PayMooney.

b-11) The dealer / merchant or customer is not allowed to store sensitive information of the bearer or buyer (bank account number; pin code.... However, if it is necessary or unavoidable that certain Sensitive Data is stored due to the processing process, the Merchant / Merchant or customer is required to notify its Buyer or Bank and comply with the applicable standards.

ARTICLE 5 - SERVICE HOURS

The service is available 24 hours a day, 7 days a week, subject to maintenance periods and cases of force majeure.

ARTICLE 6 – LIABILITY

- a) The Parties acknowledge that the provisions of this clause are determinative of their willingness to enter into this Agreement and that the agreed price reflects the allocation of risk between the Parties and the resulting limitation of liability".
- b) The Parties expressly agree that the responsibility for PayMooney can be engaged only in the event of proven fault, being understood that PayMooney could not be held responsible for a possible unpaid on behalf of a final consumer.
- c) PayMooney undertakes to execute with the greatest care the Services entrusted to it within the framework of the Contract. For this reason, PayMooney is held to implement all the means recognized necessary, in accordance with the rules of art, to achieve the objectives for which it is responsible under this Agreement.
- d) It is up to the merchant / merchant or customer to bring the proof of the faults of PayMooney to call into question the responsibility of the latter.
- e) PayMooney does not answer in no case of the indirect damage, such as for example any financial or commercial prejudice, loss of exploitation or profit, commercial disorder, loss of profit, loss or destruction of data, losses or actions brought by a third party against the merchant / trader or customer, finding their origin or being the consequence of the Contract.
- f) The merchant / trader or customer alone assumes the risks and consequences of his service activity. Within this framework, the merchant / merchant or customer is solely responsible for the use of the Service as well as for the harmful consequences of its interventions, in particular in the transmission of data to PayMooney, or for insufficient training of its staff. He must respect the procedures and instructions for use such as they are given to him.

g) In particular, it is solely responsible for the data and information (content, quality, format and compliance with legislation), contained in its service, or disseminated by it, for the results of the Services, which are the subject hereof, as well as for the use made of them, both by it and by third parties.

h) The merchant / merchant or customer is responsible for the use of the Service, and warrants to PayMooney compliance with Security Protocols and best practices, and guarantees compliance with all provisions of this Agreement;

i) In no case, the responsibility of PayMooney could not be sought when there is :

- fault, negligence, omission or failure of the merchant / merchant or customer, be it the transmission of erroneous information or incomplete or inaccurate documents, misuse of hardware or software, failure to comply with advice given, unavailability of the merchant / merchant or customer's and/or Buyer's computer or personnel, failure by the merchant / merchant or customer to comply with technical requirements, force majeure, event or incident beyond PayMooney's control.

- fault, negligence or omission of a third party over which PayMooney has no power of control and monitoring.

ARTICLE 7 - PROCESSING OF PERSONAL DATA

a) Within the framework of this Contract, the Parties undertake to comply with the regulations in force applicable to the processing of personal data in Cameroon.

b) The merchant or customer undertakes to carry out all administrative formalities necessary for the use of the files and personal data of which he is the owner.

c) For questions of safety, PayMooney reserves nevertheless the possibility of having access to information in the database, such as the name, the e-mail and the telephone of the users.

ARTICLE 8 – SUPPORT

PayMooney provides the merchant / merchant or customer under this Agreement with technical support for the Service.

ARTICLE 9- FINANCIAL CONDITIONS

✚ in connection with the use of the API, paymooney platform, the merchant / merchant or customer agrees that the following fees may be levied on transactions :

✚ **4% fee** will be charged for transactions made by Orange money and mtn mobile money ✚

7% fee will be charged for paypal and visa transactions.

- b) These prices are exclusive of taxes, supplies, transport and shipping costs, accommodation and travel expenses and postage and telecommunications costs.
- c) All costs not expressly included in the price referred to above, incurred by PayMooney in connection with the performance of the Services, which are the subject of this Agreement, will be charged back to the merchant / merchant's / merchant's account. Merchant or customer who will be able to ask PayMooney to produce supporting documents within a maximum delay of fifteen (15) days as from the sending of the invoice.
- d) Taxes are applied in accordance with the legislation and at the rate in effect on the date the work is invoiced.
- e) Invoices will be paid on the date of receipt of the invoice, net and without discount, by direct debit.
- f) Failure to pay an invoice by the due date will result in all amounts due under this Agreement becoming due and payable, regardless of the method of payment provided for,
- g) The interests of delay will be perceived notwithstanding all damages to which PayMooney could claim because of the non-payment in question.

h) Payments received by a merchant or customer through Paymooney are returned to him at his request and after expiry of the statutory deadlines for observation and follow-up in the event of a claim for an undue or presumed fraudulent payment.

i) In the event of a claim for undue or fraudulent payment, Paymooney notifies within a maximum period of 48 working hours from receipt of notification of the claim or complaint. The merchant or customer must therefore respond to the complaint by providing all the necessary elements either to confirm the fraudulent or undue payment, which will authorize PayMooney to proceed with the refund (the costs being charged to the customer or merchant in the event of fraud) either to provide proof to the contrary (which may be, among other things, the contract binding him to the complainant / payer, the receipts or delivery slips, his messages (emails and conversations) with the complainant who is his client or any other supporting documents) to allegations by the complainant who in bad faith claims that a payment is fraudulent or undue.

j) After several complaints against a customer or a PayMooney merchant on the part of its customers or suspected, Paymooney as a security measure can increase the withdrawal times or freeze over a given period, withdrawals from the account of the customer or merchant. He will notify this last if necessary. If the complaints and claims continue, PayMooney reserves the right to cut off the service and access to its platform to the customer or merchant, without prejudice to the provisions of Article 13 hereof on termination and refunds to which the customer or merchant will have to proceed if his balance is in debit.

ARTICLE 10 – OWNERSHIP

a) This Agreement does not result in any transfer of ownership from one Party to another. Each of the Parties shall retain ownership of the software, as well as the methods, know-how and tools, which are specific to it and/or which have been used to perform its contractual services or which it has included

in them for a consideration or free of charge. Unless otherwise agreed in writing, PayMooney will remain the owner of all the creations which it will have carried out for the execution of this Contract.

b) PayMooney declares to hold, on the hardware, the software and the software packages, the rights and/or authorizations necessary to provide to the merchant / trader or customer the services, object of this Agreement.

c) The merchant / trader or customer declares, for its part, that it holds the necessary rights or authorizations to use the data it transmits for processing, as provided for in the provisions of this Agreement. He declares that he holds the necessary rights or authorizations to use the data he transmits for processing, as provided for in the provisions of this Agreement.

d) Even if these data are not his property, they are reserved for the sole use of the merchant / trader or customer and the holding and use of these data is his sole responsibility. They are protected by the provisions relating to confidentiality. They will not be able to in no way be used by PayMooney apart from the execution of this Contract.

ARTICLE 11 - FORCE MAJEURE

a) Neither party may be held liable for any delay in the performance of any of its obligations for the exercise of any of its rights under this agreement if it demonstrates that the delay was due to a case of force majeure within the meaning of the Civil Code and its interpretation by the courts.

b) Any party who, as a result of the occurrence of an event of force majeure, is unable to perform its obligations or exercise its rights, shall notify the other party as soon as possible, specifying the cause, nature, foreseeable duration and foreseeable effects of such event.

c) Each party will inform the other party of the reasonable measures, within its power, that it intends to take to counteract the consequences of such force majeure, in order to resume performance of the interrupted obligations with as little delay as possible.

d) If the event of force majeure continues, or if the parties have not been able to overcome its effects beyond a period of one month (1) from the notification that would have been made by the party that

invoked it, each of them will have the right to terminate this contract by right by registered letter with acknowledgement of receipt by giving fifteen (15) days' notice.

ARTICLE 12 – ADVERTISING

It is expressly agreed between the Parties that PayMooney is authorized to mention the merchant / merchant or customer (name and public logo) as a reference, both vis-à-vis its merchant / merchant or customer and the media or the public.

ARTICLE 13 – CONFIDENTIALITY

- a)** Each of the Parties undertakes to respect the confidentiality of all technical and/or commercial data, information and documents originating from or relating to another Party to which it may have had access during the negotiation and/or execution of the Service, which is the subject of this Agreement.
- b)** In particular, each of the Parties shall take all necessary measures to ensure confidentiality with respect to its personnel or any third party to whom such information and documents are indispensable for the performance of the Services Agreement.
- c)** This obligation of confidentiality does not apply to the part of the information :
 - that is in the public domain on the date of its communication to the Receiving Party, or that would become in the public domain after that date through no fault of the Receiving Party,
 - already known to the receiving Party at the time of its communication,
 - transmitted to the Receiving Party with a written waiver of confidentiality from the Transmitting Party.
- d)** The merchant / merchant or customer expressly refrains, unless expressly authorized by PayMooney, to make technical elements and PayMooney documentation available to third parties and undertakes to take all measures to ensure that its staff complies with this obligation.
- e)** This confidentiality obligation shall remain in effect after the termination or expiration of this Agreement for a period of five (5) years.
- f)** The Parties undertake to respect and to ensure that members of their staff, corporate officers and subcontractors respect the confidentiality, on the one hand, of information of any nature concerning the other Party of which they may have become aware only in the context of

the conclusion or execution of the present contract, with the exception of information which has fallen into the public domain or which they may have obtained from third parties by legitimate means and, on the other hand, of the present contract, its appendices and any amendments thereto, with the exception of the obligation to state this information in order to ensure its execution.

ARTICLE 14 – DURATION

a) This Agreement is entered into for an indefinite period of time, and will end only if one of the parties wishes to terminate the Agreement.

c) At the end of the Agreement, each of the Parties will recover its full freedom within the limits of the rights granted. No indemnity of any kind shall be due from either Party solely by reason of the completion of these provisions.

ARTICLE 15 – TERMINATION

a) in the case of a use by the customer of PayMooney for criminal and illicit activities (sale of drugs, prostitution, haggling, ...), the merchant / trader or customer will be suspended his account, and his funds frozen for 6 months. The sanction can go up to legal proceedings..

b) In the event of a declaration of cessation of payment, receivership or judicial liquidation of one of the Parties, the other Party may terminate the Agreement by operation of law.

c) The merchant / merchant or customer may terminate the Agreement at any time, upon request and for any reason whatsoever. He will be able to address his request to PayMooney either by e-mail to the address **infos@paymooney.com**.

d) Upon receipt by PayMooney of the Merchant's / Merchant's or Customer's termination request, the termination will be effective as of the date stated in the request and no earlier than five (5) business days from the date of receipt of said termination request.

e) In any event, the Merchant / Retailer or Customer shall pay all amounts remaining due under the Agreement up to the date of termination, it being specified that any month commenced shall be billed in full under the terms of the Agreement.

f) The rights and obligations which, by their nature, extend beyond the expiry or completion date of this Agreement (ownership, confidentiality, etc.), will remain in force beyond this date, both for the Parties and for their assignees, until their respective expiry dates.

ARTICLE 16 – EVIDENCE

In application of the legal provisions, the files, data, messages and computerized registers kept in the computer systems of each party will be accepted as proof of the communications and agreements between the parties, insofar as the Party from which they emanate can be identified and that they are established and kept under conditions that guarantee their integrity.

ARTICLE 17 - CONDITIONS OF ACCESS TO THE PAYMOONEY SERVICE

The technical conditions of access to the Service are detailed in the appendix in the document "paymooney presentation". The merchant / merchant or customer recognizes and accepts that the Service is accessible only on the condition of respecting the organizational, technical and material prerequisites recommended by PayMooney and available in electronic form online.

ARTICLE 18 – ASSIGNMENT

This Agreement and all the rights and obligations attached thereto may be assigned, by either of the Parties, to any company taking over all the obligations of the assigning Party.

ARTICLE 19 - GENERAL PROVISIONS

- a) In the event that one of the clauses of the Agreement is declared null and void or without object, this clause shall be deemed to be unwritten and shall not result in the nullity of the Agreement as a whole. Consequently, the Parties will amend the Agreement, while preserving their initial intentions, and will take the necessary measures to make the disputed clause legal, valid and enforceable.
- b) The failure of either Party to enforce any of its rights under this Agreement or any provision of this Agreement, whether permanently or temporarily, shall not constitute a waiver of such rights or provision for the future.
- c) Article headings, paragraphs, appendices and tables of contents are for reference and convenience only. They do not form an integral part of, or form part of the interpretation of the Agreement.

- d)** For the execution of this Agreement, the Parties elect domicile at their respective head offices.
- e)** This Agreement cancels and replaces all documents prior to this Agreement and relating to the same subject matter and may only be modified by a new agreement or amendment concluded between the Parties.
- f)** It is expressly stipulated that the terms and conditions of purchase of the merchant / merchant or customer or the terms and conditions of supply of PayMooney (or any other similar document edited or usually used by the merchant / merchant or customer or PayMooney) are deemed null and void.

ARTICLE 20 - APPLICABLE LAW AND DISPUTES

- a)** This Agreement is subject to Cameroonian law.
- b)** In the event of a dispute relating to the formation, execution and interpretation of the present agreement, the Parties agree to submit prior to any legal action to an amicable conciliation procedure to be carried out between the operational representatives of each Party. To this end, the Parties shall meet within fifteen (15) days following receipt of the registered letter stating the disagreements. If no agreement is reached at the operational level, the Parties shall refer the dispute to their respective Directorates General.

In the absence of amicable settlement, the litigation will be submitted to the exclusive competence of the Cameroonian Courts having jurisdiction in the matter