



MERCHANT SERVICES AGREEMENT

Contracting Entity

Epajma

Company Address

23,okwereke street by tree,umuchiolu,Aluu, Port Harcourt, Rivers, Nigeria

Website

http://epajma-enterprises.vercel.app

Full Name

Paul Eyesi

Phone Number

+2349060807617

Email

fijanflex@gmail.com

Job Title

Business man

Accept Agreement

If you are accepting this Agreement on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these terms and conditions. If you don't have the legal authority to bind, please do not sign the agreement below.

By signing this agreement, I am accepting this agreement on behalf of **Epajma**. I represent and warrant that (a) I have the full authority to bind the entity to this Agreement, (b) I have read and understand this Agreement, and (c) I agree to all the terms and conditions of this Agreement on behalf of the entity that I represent.

*Paul Eyesi*

Signed: December 16, 2024

For Paystack Payments Limited:

*Ugochukwu Nwackike*

Senior Counsel

Signed: December 16, 2024

**Introduction**

Paystack Payments Limited ("Paystack") is a limited liability company incorporated under the laws of Nigeria and licensed by the Central Bank of Nigeria ("CBN"). Paystack facilitates payments and provides payment infrastructure to Merchants.

This Merchant Services Agreement ("MSA" or "this Agreement") is a legal and binding agreement between Paystack and you, ("you", "the Merchant") who has set up a Paystack account to access the Services offered by Paystack ("Paystack Account"). It provides a general description of the Services that Paystack may provide to you, including those that allow you to accept payments from purchasers of your goods or services or donors to your organization (your "Customers").

This Agreement incorporates:

- Paystack's Terms of Use, Acceptable Use Policy and Dispute Policy (as amended from time to time) which is linked to above.
- Merchant Privacy Policy (as amended from time to time) which can be found on your Paystack Dashboard ("Privacy Policy").
- The Data Processing Agreement (as amended from time to time), accepted or executed alongside this MSA.

You may not access or use any of Paystack's Services unless You agree to abide by all of the Terms and Conditions as contained in this Agreement.

**This MSA is divided into five (5) sections.**

**Section A: General Terms and Conditions.**

**Section B: Payment Processing Services**

- Card Payments.
- Bank and USSD payments.
- QR payments.
- Terminal Payments
- Other payment processing activities

**Section C: Paystack's Technology**

**Section D: Settlement, Fees, Taxes and Disputes**

**Section E: Data Usage, Privacy and Security**

**Annexure A: Definitions**

**Section A: General Terms and Conditions**

**1. Your Paystack Account:**

**1.1 Registration and Permitted Activities:**

Only businesses (including sole proprietors), government institutions, bona fide charitable organizations, and other entities or persons located in Nigeria are eligible to create a Paystack Account and use the Services described in this Agreement. Paystack and its affiliates may provide Services to you or your affiliates in other countries or regions under separate agreements.

To register for a Paystack Account, you or the person or people submitting the application (your "Representative") must provide us with your business or trade name,

physical address, email, phone number, business registration or registered company number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, date of birth, and government-issued identification number) about your beneficial owners, principals, and your Paystack Account administrator or Representative. Until you have submitted, and we have reviewed and approved all required information, your Paystack Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.

You agree not to allow anyone else to have or use your password details and to comply with all reasonable instructions we may issue regarding access to and security of your Paystack Account. Paystack will not be liable to you for losses or damages you may suffer in the event that you share your password or as a result of unauthorised use of your password. You will also take all reasonable steps to protect the security of the personal electronic device through which you access Paystack's Services (including, without limitation, using PIN and or password protected personally configured device functionality to access Paystack's Services and not sharing your device with other people).

If you use our Payment Services, your name (or the name used to identify you) may appear on your Customers' bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Customers and must accurately describe your business or activities. You may only use Paystack's Payment Services to facilitate Transactions (as defined below in paragraph 2) with your Customers. You may not use Paystack's Payment Services for any prohibited business activities as set out in clause 4.2 of Section A below.

## **1.2 Business Representatives and Underage:**

You and your Representative individually affirm to Paystack that your Representative is authorised to provide the information described in Section 1.1 above on your behalf and to bind you, the Merchant to this Agreement. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of Paystack, neither you nor your Representative may register or attempt to register for a Paystack Account on behalf of a user Paystack previously terminated from use of the Services.

If you are a sole proprietor, you are personally responsible and liable for your Representative's use of the Services and your obligations to Customers, including payment of any amounts owed under this Agreement.

You may not use the Services if you are under 18 years of age.

## **1.3 Validation and Underwriting:**

At any time during the term of this Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, verify you or your Representative's identity, and assess your financial condition and the risk associated with your business. This additional information may include business invoices or utility bills, copies of government-issued identification, business licences, or other information related to your business, its beneficial owners or principals. If you use Paystack's Payment Services, we may also request that you provide copies of financial statements, reporting and validating documentation that allows us to calculate outstanding credit exposure/risk of loss, or other records pertaining to your compliance with this Agreement. We may also require you to provide a personal or company guarantee for your obligations under this Agreement. Your failure to provide this information or material may result in suspension or termination of your Paystack Account.

You authorise us to retrieve information about you from our service providers and other third parties, including credit reporting agencies and information bureaus and you authorise and direct such third parties to compile and provide such information to us.

You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Paystack Account. Paystack may periodically update this information as part of our underwriting criteria and risk analysis procedures.

#### **1.4 Changes to your Business, Keeping your Paystack Account Current:**

You agree to keep the information in your Paystack Account current. You must promptly update your Paystack Account with any changes affecting you, the nature of your business activities, your Representatives, beneficial owners, principals, or any other pertinent information. We may suspend your Paystack Account or terminate this Agreement if you fail to keep this information current.

You also agree to promptly notify us in writing immediately and in any event no more than three (3) days after any of the following occur:

- a. you are the subject of any voluntary or involuntary winding up or > insolvency application, petition or proceeding, receivership, or > similar action;
- b. there is an adverse change in your financial condition (or you > reasonably expect there to be such a change in the future);
- c. there is a planned or anticipated liquidation or substantial change > in the basic nature of your business;
- d. you transfer or sell 25% or more of your total assets, or business > undertaking or there is any change in the control or ownership of > your business or parent entity;
- e. there is a change in the regulatory status of your business or your > business has been notified that it is the subject of an > investigation or enforcement action by a regulator or law > enforcement;
- f. you receive a judgment, writ or warrant of attachment or execution, > lien or levy against 25% or more of your total assets; or
- g. you establish a presence in a jurisdiction outside of Nigeria in > respect of which you intend to submit Transactions.

## **2. Your Relationship with Your Customers**

You may only use the Services for legitimate Transactions with your Customers. You know your Customers better than we do, and you are responsible for your relationship with them. You are expected to conduct appropriate KYC on your Customers and obtain KYC information including but not limited to customer name, email address, phone number, service purchased and delivery address. You agree to provide Paystack with the KYC information about your customers when required.

Paystack is not responsible for the products or services you publicize or sell, or that your Customers purchase using the Payment Services; or if you accept donations, for your communication to your Customers of the intended use of such donations. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers. Paystack will not be a party to any Claim or actions between you, the Merchant and your Customers.

Paystack provides Payment Services to you, the Merchant but we have no way of knowing if any Transaction is accurate or complete, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they are meant to order

another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to review the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services and you undertake to fully indemnify us for any loss we may suffer.

Paystack reserves the right to suspend and or cancel and reverse a Transaction(s) that appear to be erroneous, suspicious or fraudulent without liability to you or a Customer. Where we suspend and or cancel and reverse a Transaction, we will notify you of this in writing,

### 3. Services and Paystack Account Support

We will provide you with support to resolve general issues relating to your Paystack Account and your use of the Services. This support includes resources and documentation that we make available to you through the current versions of Paystack's support pages, API document, and other pages on our website. The most efficient way to get answers to your questions is to review our Documentation. If you still have questions after reviewing the Documentation, please contact us by sending an email to [\[support@paystack.com\]](mailto:support@paystack.com).

You are solely responsible for providing support to your Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Services to your Customers unless we agree to do so in a separate agreement with you or one of your Customers.

### 4. Services Requirements, Limitations and Restrictions

**4.1 Compliance with Applicable Laws:** You must use the Services in a lawful manner and must obey all Laws applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

**4.2 Restricted Businesses and Activities:** You may not use the Services to enable any person (including you) to benefit from any activities Paystack has identified as restricted or prohibited business ("Restricted Businesses"). Restricted Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the [United States Office of Foreign Asset Control \(OFAC\)](#).

Please review the list of restricted businesses in our Acceptable Use Policy thoroughly before registering for and opening a Paystack Account. If you are uncertain whether a category of business or activity is restricted or have questions about how these restrictions apply to you, please contact us. We may add to or update the Restricted Business List at any time without prior notice.

**4.3 Other Restricted Activities:** You may not use the Services to facilitate illegal Transactions. In addition, you may not allow, and may not allow others to:

- a. access or attempt to access non-public Paystack systems, programs, > data, or services;
- b. copy, reproduce, republish, reverse engineer, upload, post, > transmit, resell, or distribute in any way, any data, content, or > any part of the Services, Documentation, or our website except as > expressly permitted by applicable Laws;
- c. transfer any rights granted to you under this Agreement;



- d. work around any of the technical limitations of the Services or > enable functionality that is disabled or prohibited;
- e. reverse engineer or attempt to reverse engineer the Services;
- f. perform or attempt to perform any actions that would interfere with > the normal operation of the Services or affect use of the Services > by our other users; or
- g. impose an unreasonable or disproportionately large load on the > Service.

## 5. Suspicion of Unauthorised or Illegal Use

We may refuse, condition, or suspend any Transactions that we believe: (a) may violate this Agreement or other agreements you may have with Paystack; (b) are unauthorised, fraudulent or illegal; or (c) expose you, Paystack, or others to risks unacceptable to Paystack. If we suspect or know that you are using or have used the Services for unauthorised, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your Paystack Account, your Customers, and Transactions made through your use of the Services.

## 6. Disclosures and Notices; Electronic Signature Consent:

**6.1 Consent to Electronic Disclosures and Notices:** By registering for a Paystack Account, you agree that such registration constitutes your entering into an Agreement with Paystack for the provision of Service. You further consent to the electronic provision of all disclosures and notices from Paystack ("Notices"), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical.

**6.2 Methods of Delivery:** You agree that Paystack can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your Paystack Account. Notices may include notifications about your Paystack Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a hard copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you.

**6.3 SMS and Text Messages:** In the event of a suspected or actual fraud or security threat to your Paystack Account, Paystack will use SMS, email or another secure procedure to contact you. Standard text or data charges may apply to such Notices.

**6.4 Requirements for Delivery:** It should come as no surprise to you that you will need a computer or mobile device, internet connectivity, and an updated browser to access your Dashboard and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please contact us and we can find another means of delivery.

**6.5: Withdrawing Consent:** By creating your Paystack Account you have agreed to enter into an Agreement with Paystack in relation to using the Service and receiving Notices electronically. However, you may choose to withdraw your consent to receive Notices electronically by contacting us. If you no longer wish to use the Services, you may terminate your Paystack Account.

## 7. Confidentiality and Non-Disclosure

**7.1** Each Party, You and Paystack (the "**Receiving Party**") will take all reasonable precautions to protect Confidential Information of the other party (the "**Disclosing Party**"), including all precautions the Receiving Party employs with respect to its confidential materials of a similar nature. The Receiving Party will not disclose the

Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written permission, except permission will not be required when the disclosure is: (a) to the Receiving Party's Affiliates; and (b) where Paystack is the Receiving Party, to Payment Method Acquirers and Payment Method Providers, and their respective Affiliates, and to Paystack third party service providers. In all cases, the Receiving Party must ensure that the third-party recipients do not use or disclose the Confidential Information other than in accordance with this Agreement. The Receiving Party may also disclose the Disclosing Party's Confidential Information to the extent required by Law or court order, as long as the Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has, to the extent reasonably possible, allowed the Disclosing Party to participate in the proceeding.

**7.2** The restrictions and obligations in Clause 7.1 will not apply with respect to any information that the Receiving Party documents or receives: (a) is, through no improper action or inaction by the Receiving Party or its Affiliate, agent, consultant or employee, generally available to the public; (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it by a third party without breach of any obligation of confidentiality; or (d) was independently developed by the Receiving Party's employees who have had no access to such information.

**7.3** Paystack will only use Personal Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorised by you through written instructions. Our employees that process Personal Data obtained from you are bound to a duty of confidence, with professional secrecy clauses incorporated into their contracts.

## **8. Termination**

**8.1** This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or Paystack. You may terminate this Agreement by closing your Paystack Account at any time and ceasing to use the Service. If you use the Services again or register for another Paystack Account, you are consenting to this Agreement. We may terminate this Agreement or close your Paystack Account at any time for any reason (including, without limitation, for any activity that may create harm or loss to the goodwill of a Payment Method) by providing you advance Notice (which shall not be less than 24 hours). We may suspend your Paystack Account and your ability to access the Services, or terminate this Agreement, on immediate Notice if:

- a. we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other > risks associated with your Paystack Account;
- b. you use the Services in a prohibited manner or otherwise do not > comply with any of the provisions of this Agreement;
- c. any Law, Payment Method Provider or Payment Method Acquirer requires > us to do so;
- d. we are otherwise entitled to do so under this Agreement. A Payment > Method Provider or Payment Method Acquirer may terminate your > ability to accept a Payment Method, at any time and for any > reason, in which case you will no longer be able to accept the > Payment Method under this Agreement;
- e. we receive a regulatory directive to do so;
- f. you suspend, or threaten to suspend, payment of your debts or you > are unable to pay your debts as they fall due or you admit an > inability to pay its debts or you are otherwise deemed to be > insolvent in accordance with the laws applying to you; or

g. your Dispute rate consistently crosses acceptable thresholds set by > the Payment Method Provider or Payment Method Acquirer and > Paystack, or you keep receiving excessive Disputes.

## 8.2 Effect of Termination:

a. Termination of this Agreement or your Paystack Account does not > immediately relieve you of obligations incurred by you under this > Agreement. Upon termination, you agree to (i) complete all pending > Transactions, (ii) stop accepting new Transactions, and (iii) > immediately remove all Paystack and Payment Method's logos from > your website (unless permitted under a separate licence with the > Payment Method). Your continued or renewed use of the Services > after all pending Transactions have been processed serves to renew > your consent to the terms of this Agreement. If you terminate this > Agreement, we will liaise with our Payment Method Acquirers to pay > out any remaining funds owed to you in accordance with the > provisions of this Agreement.

b. In addition, upon termination of this Agreement and or your Paystack > Account, you understand and agree that (i) all licences granted to > you by Paystack under this Agreement will end; (ii) subject to the > Data Processing Agreement, we reserve the right (but have no > obligation) to delete all of your information and account data > stored on our servers; (iii) we will not be liable to you for > compensation, reimbursement, or damages related to your use of the > Services, or any termination or suspension of the Services or > deletion of your information or account data; and (iv) you are > still liable to us for any Fees or Fines, or other financial > obligation incurred by you or through your use of the Services > prior to termination including but not limited to Disputes.

c. Upon termination of this Agreement or your Paystack Account, we > reserve the right to withhold a percentage of your pending > settlements to service any Disputes from your transactions. This > is subject to your Dispute volume and value.

d. Any provision of this Agreement that expressly or by implication is > intended to come into or continue in force on or after termination > or expiry of this Agreement (including Sections 7) shall remain in > full force and effect.

## 9. Right to Amend

We have the right to change or add to the terms of this Agreement at any time and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website. We will provide you with Notice of any changes through the Dashboard, via email, or through other reasonable means. If you are an existing Paystack user, the changes will come into effect on the date we specify in the Notice, and your use of the Services, API, or Data after a change has taken effect, constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement on our website or your Dashboard at any time. You can find out when this Agreement was last changed by checking the "Last updated" date at the top of the Agreement.

## 10. Assignment

You may not assign this Agreement, any rights or licences granted in this Agreement, or operation of your Paystack Account to others without our prior written consent. If you wish to make such an assignment, please contact us. If we consent to the assignment, the assignee must agree to assume all of your rights and obligations owed by you related to the assignment and must agree to comply with the terms of this Agreement. Paystack may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide a reasonable Notice to you.

## 11. Right to Audit

If:



- a. we believe that a security breach, leak, loss, or compromise of Data > (including Personal Data) has occurred on your systems, website, > or app affecting your compliance with this Agreement (including > any Card Scheme Rules or the rules of a Payment Method Provider > which you are required to comply with under the terms of this > Agreement);
- b. we believe that you have breached a requirement of PCI-DSS or PA-DSS > which you are subject to under this Agreement; or
- c. or an audit is required by a Payment Method Provider, a Card Scheme > or a regulator,

then we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems and facilities, and you must fully cooperate with any requests for information or assistance that the auditor makes to you as part of the security audit. The auditor will issue a report to us which we may share with our Payment Method Providers, Payment Method Acquirers and any government body or regulatory agency. You shall indemnify us for all costs which we incur as a result of said audit.

## **12. No Agency; Third Party Services**

Except as expressly stated in this Agreement, nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any Payment Method Provider. Each party to this Agreement, and each Payment Method Provider and Payment Method Acquirer, is an independent contractor. Unless a Payment Method Provider or Payment Method Acquirer expressly agrees, neither you nor we have the ability to bind a Payment Method Provider or Payment Method Acquirer to any contract or obligation, and neither party will represent that you or we have such an ability.

We may reference or provide access to third-party services, products, and promotions that utilize, integrate, or provide ancillary services to the Services ("Third-Party Services"). These Third-Party Services are provided for your convenience only and do not constitute our approval, endorsement, or recommendation of any such Third-Party Services for you. You access and use any Third-Party Service based on your own evaluation and at your own risk. You understand that your use of any Third-Party Service is not governed by this Agreement. If you decide to use a Third-Party Service, you will be responsible for reviewing, understanding and accepting the terms and conditions associated with its use. We expressly disclaim all responsibility and liability for your use of any Third-Party Service. Please also remember that when you use a Third-Party Service, our Privacy Policy is no longer in effect. Your use of a Third-Party Service, including those that have a link on our website, is subject to that Third-Party Service's own terms of use and privacy policies.

## **13. Force Majeure**

Neither party will be liable for any delays in processing or other non-performance caused by telecommunications, utility failures, or equipment failures; industrial labour strike, riots, war, or terrorist attacks; non performance of our vendors or supplier, epidemic, pandemic, fires or acts of nature; action of government entities or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Disputes, refunds, Reversals, or Returns under this Agreement.

## **14. Your Liability For Third-Party Claims Against us**

Without limiting, and in addition to, any other obligations that you may owe under this Agreement, you are at all times responsible for the acts and omissions of your employees, Representatives, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You agree to defend Paystack, our Affiliates, and their respective employees, agents, and service providers (each a "Paystack Entity") against any claim, suit, demand, loss,

liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a Paystack Entity as a result of your use of the Services or your actions, and you agree to fully reimburse the Paystack Entities for any Claims that result from: (a) your breach of any provision of this Agreement; (b) any Fees, Fines, Disputes, refunds, Reversals, returns, or any other liability we incur that results from your use of the Services; (c) negligent or wilful misconduct of your employees, Representatives, contractors, or agents; or (d) contractual or other relationships between you and Customers (e) failure to obtain any regulatory approvals or permits required to operate your business (f) court order claims, fines or legal sanctions arising from your use of the Service.

**Important Note for Sole Proprietors:** If you are using the Services as a sole proprietor, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your use of the Services, payment of Fees, refunds, Reversals, Fines, losses based on Disputes or fraud, Claim or for any other amounts you owe under this Agreement and for all other obligations to us and to your Customers. You risk personal financial loss if you fail to pay any amounts owed.

## 15. Representations and Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) any Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfil all of your obligations to Customers and will resolve all Disputes with them; (e) you will comply with all Laws applicable to your business and use of the Services; (f) your Representatives, employees, contractors and agents will at all times act consistently with the terms of this Agreement; (g) you will not use the Services for illegal or unauthorised transactions or services or Restricted Business; (h) you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services; and (i) you are duly organised, authorised and in good standing under the laws of the Federal Republic of Nigeria or any state, region or country of your organisation and are duly authorised to do business in all other states, regions or countries in which your business operates.

## 16. No Warranties

We provide the Services and Paystack's IP "as is" and "as available", without any express, implied, or statutory warranties of title, merchantability, fitness for a particular purpose, noninfringement, or any other type of warranty or guarantee. No Data, Documentation or any other information provided by Paystack or obtained by you from or through the Services --- whether from Paystack or another Paystack Entity, and whether oral or written --- creates or implies any warranty from a Paystack Entity to you.

You affirm that no Paystack Entity controls the products or services that you offer or sell or that your Customers purchase using the Services. You understand that we cannot guarantee and we disclaim any knowledge that your Customers possess the authority to make, or will complete, any transaction.

The Paystack Entities disclaim any knowledge of, and do not guarantee: (a) the accuracy, reliability, or correctness of any Data provided through the Services; (b) that the Services will meet your specific business needs or requirements; (c) that the Services will be available at any particular time or location, or will function in an uninterrupted manner or be secure; (d) that Paystack will correct any defects or errors in the Service, API, Documentation, or Data; or (e) that the Services are free of viruses or other harmful code. Use of data you access or download through the Services is done at your own risk --- you are solely responsible for any damage to your property, loss of Data, or any other loss that results from such access or download. You

understand that the Paystack Entities make no guarantees to you regarding Transaction processing times or Payouts.

Nothing in this Agreement operates to exclude, restrict or modify the application of any implied condition, warranty or guarantee, or the exercise of any right or remedy, or the imposition of any liability under law where to do so would: (a) contravene that law; or (b) cause any term of this Agreement to be void.

## **17. Indemnity**

You, as the Merchant, hereby agree to assume full responsibility for defending, indemnifying, and holding Paystack, its officers, directors, employees, agents, licensors, and suppliers harmless from any claims, actions, or demands, as well as liabilities and settlements, including but not limited to reasonable legal and accounting fees.

## **18. Limitation of Liability**

Under no circumstances will any Paystack Entity be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or the Paystack Entities have been advised of the possibility of such damages. The Paystack Entities are not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorised access or use of the Services, your Paystack Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure. The Paystack Entities further deny responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorised access of servers, infrastructure, or Data used in connection with the Services; (c) interruptions to or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.

You agree to limit any additional liability not disclaimed or denied by the Paystack Entities under this Agreement to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to Paystack during the three-month period immediately preceding the event that gave rise to your claim for damages.

These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

## **19. Responding to Legal Process**

Paystack may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Process") that we believe to be valid. We or any Payment Method Provider (or, where applicable, the Payment Method Acquirer for the Payment Method) may deliver or hold any funds or, subject to the terms of our Privacy Policy, any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where practicable, we will make reasonable efforts to provide you Notice of such Legal Process by sending a copy to the email address we have on file for you. Paystack is not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

## **20. Dispute Resolution:**

The laws applicable in Nigeria will govern this Agreement, without reference to its conflict of law principles to the contrary.

Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled before a Sole Arbitrator to be appointed by the mutual agreement of us (you and Paystack) in accordance with the Lagos State Arbitration Law 2009 or subsequent amendment, in Lagos and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. A dispute shall be deemed to have arisen when any Party notifies the other Party in writing to that effect. In the event that the Parties are unable to agree on a sole arbitrator within fourteen (14) Business Days after the declaration of a dispute, such sole arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators UK (Nigeria Branch) on the application of either Party.

The provisions of this clause 20 are severable from the rest of this Agreement and will remain in effect even if this Agreement is terminated for any reason.

## **21. Additional Services:**

From time to time Paystack may offer additional features or services that may be subject to additional or different terms of service and fees. You will not use these additional features and services unless you agree to the applicable terms. Paystack may also provide access to features or services that are identified as "beta" or "pre-release". You understand that beta/pre-release services are still in development, may have bugs or errors, may be feature incomplete, may materially change or be discontinued prior to a full commercial launch, or may never be released commercially. **Despite any other provision of this Agreement, any use of or reliance on beta or pre-release features or services is done at your own risk, and these features or services are provided as is, without warranty of any kind, and the indemnity in this Agreement does not extend to any beta or pre-release features or services.**

## **22. Cumulative Rights, Construction, Waivers; Costs:**

The rights and remedies of the parties under this Agreement are cumulative, and each party may enforce any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law, in equity or under the Payment Method Rules. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word "including" means "including, without limitation." The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision.

## **23. Entire Agreement:**

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and Paystack for the provision and use of the Services. Except where expressly stated otherwise in a written executed document between you and Paystack, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

## **24. Language**

The parties hereby acknowledge that they have required this Agreement and all related documents to be in the English language.

## **25. Employing Paystack's Employees**

You shall not offer any employment to any employee of Paystack for a period of six (6) months, after the employee has left the employ of Paystack, without the prior written consent of Paystack.

## **26. Anti Bribery Provisions and Sanctions**



You represent and undertake to Paystack that:

- a. you will comply with Anti-Corruptions Laws;
- b. you shall not undertake any act or engage (directly or in agreement > with others or any third party) in any activities directly or > indirectly with respect to any matters, either in private or > public dealings which would violate any Anti-Corruption Laws or be > considered as being unethical, fraudulent, illegal or improper;
- c. you are not and will not be involved in any illegal or terrorist > activities;
- d. none of your bank accounts is being used fraudulently, negligently, > for illegal or terrorist activities or for any purpose that does > not comply with any law; and
- e. you will not use the Services or contribute or otherwise make > available, directly or indirectly, the proceeds from the Services > to any other person or entity if such party uses or intends to use > such proceeds for the purpose of financing the activities of any > person or entity which is subject to any sanctions list specified > [OFAC](#).

## Section B: Payment Processing Services

Paystack works with Payment Method Providers and Payment Method Acquirers to provide you with access to the Services.

Your use of a Payment Method may be subject to separate terms applicable to the Payment Method. We may add or remove Payment Method Providers and Payment Method Acquirers at any time. The terms for a Payment Method or Payment Processing Services may be amended from time to time. Your continued use of the Payment Processing Services or Payment Method constitutes your consent and agreement to such additions, removals, and amendments.

### Specific Payment Methods

1. **Cards Payments:** When accepting Card payments, you must comply with all applicable Card Scheme Rules including rules specified by the Payment Method Providers and Payment Method Acquirers (Visa and Mastercard or any other Card Scheme). Here are few things, amongst others, to note about Card payments:

- a. The Card Schemes may amend their rules at any time without > notice to you, and Paystack reserves the right to change the > Card payment option at any time to comply with the Card Scheme > Rules. You agree to fully comply with all applicable Card > Scheme Rules and regulations, Card usage and acceptance > requirements and merchant monitoring standards;
- b. We may share with the Card Schemes (and the Payment Method > Acquirer) information you provide to us that we use to > identify the nature of your products or services, including > the assignment of your business activities to a particular > payment network merchant category code (MCC). You remain > responsible for ensuring that the products or services you > provide to your Customers are in compliance with the Scheme > Rules and applicable laws in Nigeria and the countries your > Customers are based in;
- c. Cardholders or Customers typically raise Card network Disputes > (also known as "Chargebacks") when a merchant fails to provide > the product or service to the Customer, or where the > Cardholder did not authorise the Charge. High Dispute rates > (typically those exceeding 1% of the total payment volume) may > result in your inability to accept Card Payments or use other > Payment Processing



Services. Failure to timeously and > effectively manage Disputes with your Customers or Cardholders > may ultimately result in your inability to accept Card > Payments for your business. You agree to resolve chargeback > Disputes via Paystack's portal and be liable for the > transaction where you fail to respond within the stipulated > period for resolving the Chargeback (16 hours or such other > period as we may prescribe) or provide inaccurate or > insufficient information for resolving Chargebacks;

d. The Card Scheme Rules state that you may only accept Card > Payments for bona fide legal commercial transactions between > you and your Customers for goods or services that are free of > liens, claims, and encumbrances. Also, you can only use > trademarks or service of the Card Schemes or Payment Method > Acquirer as permitted by their Rules.

e. It is a requirement under the Card Scheme Rules not to > discriminate by Card type or charge surcharges for acceptance > of payments by Cards. You also have an obligation not to sell, > divulge (whether wilfully or negligently), release, misuse, > negligently handle, provide or exchange any information > relating to Cards to third parties without the prior written > consent of the Cardholder;

f. You may also be required to establish a direct relationship with > a Payment Method Acquirer if your business turnover exceeds > the threshold specified by the relevant Card Scheme or by the > Payment Method Acquirer;

g. The Card Schemes restrict us from onboarding another payment > service provider as a merchant. In view of this, you must > refrain from acting as a payment service provider and > providing any form of payment aggregation services. A breach > of this clause is a material breach of this Agreement and > Paystack may immediately terminate this Agreement and your > Paystack Account in such event;

h. You are also required to provide on your website the following > information to a Cardholder for every Transaction: Your > official name, complete description of the goods sold or > services offered, return and refund policy, customer service > contact information, including email address and or telephone > number, address, delivery policy, your consumer data > protection policy and all legally required information to be > provided to the Cardholder. Based on the information provided, > the Cardholder must understand that you, the Merchant, is > responsible for the Transaction, delivery of the products or > services sold, for customer service and dispute resolution > applicable to the Transaction. If you accept any recurring > Transactions, the Cardholder must be informed about how to > stop receiving the goods and or services and discontinue the > Charges. There are other requirements of the Card Schemes that > apply to you as a Merchant. It is important that you stay > abreast of your obligations under the Card Scheme Rules and > comply with them.

i. We do not guarantee uninterrupted availability of this Payment > method or other Payment methods. We do not accept liability > for failed Transactions if Transactions fail for reasons > beyond our control, including, but not limited to, a > telecommunication connectivity failure.

## **2. Unstructured Supplementary Service Data (USSD) & Pay with Bank:**

The USSD and Pay with Bank Payment Methods are provided by banks (Payment Method Provider). Accordingly, the Payment Method Providers have terms and conditions that apply to USSD and Pay with Bank Payment Methods.

Here are few things, amongst others, to note about the USSD and Pay with Bank payment methods:

- a. Authorisation and authentication of USSD and Pay with Bank > Transactions are usually done by the Payment Method Provider. > Accordingly, we may not be able to confirm the status of a > USSD or Pay with Bank payment until we receive notification > from the Payment Method Provider.
- b. There are various factors beyond our control which may affect > USSD payments and Pay with Bank payments. We do not accept > liability for any damages or losses arising out of delays > caused by latency or network issues or other issues that are > not within our control.
- c. We may suspend the USSD or Pay with Bank payment options in the > event of scheduled maintenance/downtime by the Payment Method > Provider, poor service or system issues.
- d. In order for a Customer to pay you using the USSD payment > option, the customer must have enrolled with the Payment > Method Provider to use the USSD service and requires a pin to > complete a Transaction. Under no circumstances should you ask > the Customer to provide you with their USSD pin or transaction > code.
- e. Payment by USSD and Pay with Bank payment channels may be > subject to certain thresholds that are determined by the > Payment Method Provider. We may not be able to process a > payment above the threshold set by a Payment Method Provider.
- f. Please ensure that you report any suspicious transactions using > this Payment Method or other Payment Methods to us.
- g. We do not guarantee uninterrupted availability of this Payment > Method or other Payment Methods. We do not accept liability > for failed Transactions if Transactions fail for reasons > beyond our control, including, but not limited to, a > telecommunication connectivity failure.

**3. Quick Response (QR) Payment:** This Payment Method will enable Customers to pay you by scanning a QR code from a mobile device. Here are few things, amongst others, to note about the QR Payment Method:

- a. Customers may use a QR Code to perform a Transaction. You agree > to conclude the Transaction in compliance with the terms and > conditions of this Agreement and in a manner that complies > with all applicable Laws.
- b. You must comply with all applicable rules set by a Payment > Method Acquirer or Payment Method Provider for accepting QR > code payments. You are required to have the appropriate > devices to accept payments using QR Code. Also, it's important > to mention that telecommunication connectivity and data may be > required to accept payments using QR code.
- c. You must check all Transaction details and Transaction reports > and notify us of any alleged discrepancies immediately when > you become aware of the discrepancies, but no later than 30 > (thirty) days of the date of the relevant Transaction(s).
- d. You may only Process Customers' Personal Data in compliance > with all Laws and regulations and you specifically agree not > to process Customer Personal Data unless you obtain the > Customer's

consent or have a legal basis under applicable > data protection laws for processing such Personal Data.

e. We do not guarantee uninterrupted availability of this payment > method or other payment methods. We do not accept liability > for failed Transactions if Transactions fail for reasons > beyond our control, including, but not limited to, a > telecommunication connectivity failure.

4. **Terminal Payments:** This Payment Method will enable Customers to pay you using PoS Terminals. Here are few things, amongst others, to note about PoS Terminal payments:

a. You can use our PoS Terminal for your business needs by paying > an upfront purchase fee or opting to lease the PoS Terminal > for a fixed period. In either case, ownership of the PoS > Terminal device will pass to you upon the completion of the > purchase fee.

b. If you opt to lease the PoS Terminal, we will grant you a > revocable, non exclusive, non transferable licence to use the > PoS Terminal and software in accordance with all accompanying > documentation setting out the substantial terms of the lease. > The licence covers all updates, upgrades, new versions and > replacement of the POS Terminal and software, and you agree > not to alter, disassemble or otherwise tamper with the POS > Terminal and software.

c. You also agree that you would handle a leased PoS Terminal > device with reasonable care and skill and that Paystack > reserves the right to decommission and recall such PoS > Terminal for any reason. Paystack always reserves the right to > review the applicable fees for either the Device or the > software licence.

d. You undertake to immediately return a leased POS Terminal device > to us upon the expiration or termination of this Agreement. > Until then, Paystack will charge fees for the maintenance of > the PoS Terminal on your behalf and for the licence of the > accompanying software.

e. Subject to applicable laws, you will retain each transaction > voucher or receipts generated on the PoS Terminal for not less > than one hundred and twenty (120) days from the transaction > date or such other period as Paystack may stipulate from time > to time, in such a manner as to ensure that it retains its > clarity.

f. You must also comply with all laws, guidelines and regulations > for acceptance of payments using Pos Terminals in Nigeria.

## Section C: Paystack's Technology

### 1. API and Dashboard

Paystack has developed and provides access to APIs that may be used to access the Services. You may use the APIs solely as described in the Documentation to use the Services on the website and through the applications identified in your Paystack Account. You may manage your Paystack Account, connect with other service providers, and enable additional features through the Dashboard. Paystack will use the Dashboard to provide you with information about your Paystack Account. Paystack will also provide you with access to monthly summary reports which will include all your Paystack Account activity, grouped by month, up to the most recent full day. The information will be provided in English.

You may not use the API for any purpose, function, or feature not described in the Documentation or otherwise communicated to you by us. Due to the nature of the

Services, we will update the API and Documentation from time to time, and may add or remove functionality. We will provide you Notice in the event of material changes, deprecations, or removal of functionality from the API so that you may continue using the Services with minimal interruption.

We will make publishable and secret API keys for live and test Transactions available to you through the Dashboard. Publishable keys identify Transactions with your Customers, and secret keys permit any API call to your Paystack Account. You are responsible for securing your secret keys --- do not publish or share them with any unauthorised persons. Failure to secure your secret keys will increase the likelihood of fraud on your Paystack Account and potential losses to you or your Customers for which Paystack will not be liable. You should contact us immediately if you become aware of any unauthorised use of your secret key or any other breach of security regarding the Services.

## **2. Ownership of Paystack IP**

Paystack and its licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the API, Services, Dashboard, and Documentation (collectively, "Paystack IP") or any copies thereof. Paystack IP is protected by copyright, trade secret, patent, Trademark and or other intellectual property Laws, and all rights in Paystack IP not expressly granted to you in this Agreement are reserved.

You may choose to or we may invite you to submit comments or ideas about improvements to the Services, our API, our platform, or any other component of our products or Services ("Ideas"). If you submit an Idea to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Idea. You also agree that Paystack has no fiduciary or any other obligation to you in connection with any Idea you submit to us, and that we are free to use your Ideas without any attribution or compensation to you.

## **3. Licence**

You are granted a revocable, nonexclusive and nontransferable licence to electronically access and use the Paystack IP only in the manner described in this Agreement. Paystack does not sell to you, and you do not have the right to sublicense the Paystack IP. We may make updates to the Paystack IP or new Services available to you automatically as electronically published by Paystack, but we may require action on your part before you may use the Paystack IP or new Services (including activation through the Dashboard, or acceptance of new or additional terms). Paystack may revoke or terminate this licence at any time if you use the Paystack IP in a manner prohibited by this Agreement.

You may not: (i) claim or register ownership of Paystack IP on your behalf or on behalf of others; (ii) sublicense any rights in Paystack IP granted by us; (iii) import or export any Paystack IP to a person or country in violation of any country's export control Laws; (iv) use Paystack IP in a manner that violates this Agreement or Laws; or (v) attempt to do any of the foregoing.

## **4. Paystack's Marks and Reference to our Relationship**

We may make certain Paystack logos or marks ("Paystack's Marks") available for use by you and other users to allow you to identify Paystack as a service provider. To use Paystack's Marks, you must first obtain our written consent. Paystack may limit or revoke your ability to use Paystack's Marks at any time. You may never use any Paystack Marks or Paystack IP consisting of Trademarks or service marks without our express permission in writing, or in a manner that may lead people to confuse the origin of your products or services with ours.

During the term of this Agreement, you may publicly identify us as the provider of the Services to you and we may publicly identify you as a Paystack user. If you do not want us to identify you as a user, please contact us in writing. Neither you nor we will imply any untrue sponsorship, endorsement, or affiliation between you and Paystack. Upon termination of your Paystack Account, both you and Paystack will remove any public references to our relationship from our respective websites and any other materials.

## 5. Content

You may use the Services to upload or publish text, images, and other content (collectively, "Content") to your Paystack Account, storefront and to third-party sites or applications but only if you agree to obtain the appropriate permissions and, if required, licences to upload or publish any such Content using the Services. You agree to fully reimburse Paystack for all fees, fines, losses, claims, and any other costs we may incur that arise from publishing illegal Content through the Services, or claims that Content you published infringes the intellectual property, privacy, or other proprietary rights of others.

## Section D: Settlement, Fees, Taxes and Disputes

### 1. Fees and Fines

Paystack will provide the Services to you at the rates and for the fees ("Fees") described on the Paystack pricing page, linked [\[here\]](#) and incorporated into this Agreement as updated from time to time. The Fees includes Value Added Tax (VAT), charges for Transactions (such as processing a payment) and for other services connected with your Paystack Account. We may revise the Fees at any time. However, we will provide you with at least 7 days' advance notice before revisions become applicable to you or such shorter notice as is reasonably possible if the change to the Fees is required to comply with a new Law or regulatory directive.

You are responsible for bank charges, Payment Method Provider or Acquirers fees, settlement operation cost in relation to your Paystack Account resulting from your use of the Payment Processing Services. You agree to reimburse Paystack in respect of these fees, costs or charges.

In addition to the Fees, you are also responsible for any penalties or fines imposed in relation to your Paystack Account resulting from your use of Payment Processing Services in a manner not permitted by this Agreement or a Payment Method Provider or Payment Method Acquire rules and regulations. You agree to indemnify Paystack in respect of any such penalties or fines.

If you do not understand the Fees or you have a question about Fees, please contact us.

You are also obligated to pay all taxes, fees and other charges imposed by any governmental authority, including any value added tax on the Services provided under this Agreement.

### 2. Taxes and Other Expenses

Our fees are inclusive of any applicable taxes, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, taxes apply to the sale of your products and services, acceptance of donations, or payments you receive in connection with your use of the Services; and (ii) assessing, collecting, reporting, and remitting taxes for your business to the appropriate tax and revenue authorities. If we are required to withhold any taxes, or we are unable to validate any tax-related identification information you provide to us, we may deduct such taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from payment of such taxes, you must provide us with a copy of the certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide us with information regarding your tax affairs.



We may send documents to you and regulatory authorities for Transactions processed using the Services. We may receive requests from tax and regulatory authorities in relation to your use of the Services. If you use the Services, you acknowledge that we will report the total amount of payments you receive as required by appropriate tax and regulatory authorities. We also may, but are not obliged to, electronically send you tax-related information.

### 3. Settlement, Payout and Disputes

a. **Your Payout Account:** We will, with partner banks or Payment Method Acquirers, arrange to settle funds to the bank account in your name (your "Payout Account"). You affirm that you are authorised to receive payments in your Payout Account and that the Payout Account is owned by you and administered and managed by a licensed financial institution.

Please make sure that any information about the Payout Accounts that you provide to us is accurate and complete. If you provide us with incorrect information (i) you understand that funds may be settled to the wrong account and that we may not be able to recover the funds from such incorrect transactions and (ii) you agree that you are solely responsible for any losses you or third parties incur due to erroneous settlement transactions; and (iii) you will not make any claims against us related to such erroneous settlement transactions, and you will fully reimburse us for any losses we incur.

b. **Payout Schedule:** The term "Payout Schedule" refers to the time it takes for partner banks or Payment Method Acquirer to initiate settlement to your Payout Account. For local transactions, we will work with partner banks or Payment Method Acquirer to settle your Payout Account not later than 1 Business Day from the transaction date (T+1). While international transactions will be settled 7 Business Days from the transaction date.

It is important to mention that acquiring banks or Payment Method Acquirer are responsible for settling your Payout Account based on the Guidelines on Operations of Electronic Payment Channels in Nigeria. We work very closely with them to ensure they settle funds to your Payout Account according to the Payout Schedule and the terms of this Agreement. However, please be aware that a Payment Method Provider, a Payment Method Acquirer, or the financial institution holding your Payout Account, may delay settlement for any reason. Most often the delays occur due to technical reasons that are completely out of our control. We are not responsible for any action taken by a Payment Method Provider, a Payment Method Acquirer, or the financial institution holding your Payout Account to not credit the Payout Account or to otherwise not make funds available to you as you expected.

We reserve the right to liaise with acquiring banks or Payment Method Acquirer to change the Payout Schedule or to suspend settlement to you. Non-exhaustive examples of situations where we may do so are: (a) where there are pending, anticipated, or excessive Disputes, refunds, or Reversals; (b) in the event that we suspect or become aware of suspicious activity; or (c) where we are required by Law or court order. We have the right to liaise with the acquiring banks or Payment Method Acquirer to withhold settlement to your Payout Account upon termination of this Agreement if we reasonably determine that we may incur losses resulting from credit, fraud, or other legal risks associated with your Paystack Account. If we exercise our right to withhold a Payout for any reason, we will communicate the general reason for withholding the Payout and give you a timeline for releasing the funds.

c. **Disputes:** A Dispute (also known as a Chargeback) is a reversal request of initiated by the Cardholder or Customer, often due to > value not being delivered or issues with the purchase. It could > result in the reversal of the said transaction. You may be > assessed for Disputes if (i) value is not given for > transactions; (ii) transactions are unauthorised or improperly > authorised; (iii) transactions do not comply with Card Scheme > Rules or the terms of this Agreement or are allegedly unlawful or > suspicious; (iv) your transactions have been flagged by a > regulator or law enforcement agency or (v) any reversals for any > reason by the Card Scheme, our processor, or the acquiring or > issuing banks. Where a Dispute occurs, you are immediately liable > for all claims, expenses, fines and liability we incur arising out > of that Dispute and agree that we may recover these amounts by > deducting such sums from the amounts which we would otherwise > settle to you (as per (d) below) or by debiting your Payout > Account.

As a Merchant, you acknowledge and agree that Disputes may arise even long after the date of the specified Transaction. Regardless of the termination of this Agreement for any reason, you expressly acknowledge that we retain the right to recover Chargebacks, fraud claims, Dispute fees, and related fines from you pertaining to all Chargebacks that occur in relation to Transactions processed during the term of this Agreement. This obligation shall survive the termination of this Agreement.

d. **Payout Amount:** You agree that in settling amounts due to you >under this Agreement, we may liaise with acquiring banks or > Payment Method Acquirer to deduct any amount which you owe to us > under this Agreement (including our Fees, any Reversals, > Chargebacks, refunds or other amounts that you owe to Paystack > under this Agreement) or any other agreement which you have > entered into with us. If the Payout is not sufficient to cover the > amounts due from you, you agree that we may debit your Payout > Account or any other bank account in your name for the applicable > amounts, and or set-off the applicable amounts against future > Payouts. Upon our request, you agree to provide us with all > necessary bank accounts and related information and grant us > permission to debit amounts due from your bank account.

e. **Refunds:** You agree that you are solely responsible for accepting > and processing returns of your products and services. We are under > no obligation to process returns of your products and services, or > to respond to your customers' inquiries about returns of your > products and services. You agree to submit all refunds for returns > of your products and services that were paid for through Paystack > to your customers in accordance with this Agreement and relevant > Card Scheme.

f. **No Processing Fee Refunds:** We will not refund any Fee charged for > processing an original transaction to the Merchant if the > transaction is refunded or subject to a Dispute.

#### 4. Security Interest, Reserves, Collections and Set-Off Rights

a. **Security Interest:** At any time upon our request, you will > provide us, or you will procure that an entity(ies) or person(s) > reasonably satisfactory to us will provide us, with security in > such form and over such assets as we require to secure the > performance of your obligations and liabilities to us under this > Agreement, including all amounts that you owe to us or may owe in > the future. You will execute and deliver any documents and pay any > associated fees we consider necessary to create, perfect, and > maintain security in such form and over such assets as we may > reasonably require. We may also delay settlement to you in > accordance with Section D(3)(b) above.

b. **Reserves:** We may at our sole discretion reserve a portion of the > Payouts by holding the same for such period as we deem necessary, > where we believe there is a high level of risk associated with > your business. We will notify you of the terms of the reserve > which may include the percentage of the Payouts to be held back, > period of time and any other such restrictions that Paystack may > deem necessary. We will notify you of any changes in the terms.

c. **Collection and Set-Off Rights:** You agree to pay all amounts owed > to us and to our affiliates on demand. Your failure to pay amounts > owed to us or to our affiliates under this Agreement is a breach > and you will be liable for any costs we incur during collection in > addition to the amount you owe. Collection costs may include > attorneys' fees and expenses, costs of any arbitration or court > proceeding, collection agency fees, any applicable interest, and > any other related cost, subject to applicable laws. Where > possible, we will first attempt to collect or set-off amounts owed > to us and to our affiliates from settlements due to you.

In certain circumstances, we may require a personal, parent or other guarantee (a "Guarantee") from a Merchant's principal, owner, or other guarantor. A Guarantee consists of a legally binding promise by an individual or an entity to pay any amounts the Merchant owes in the event that the user is unable to pay. If we require you to provide us with a Guarantee, we will specifically inform you of the amount of, and the reasons for the Guarantee. If you are unable to provide such a Guarantee when required, you will not be permitted to use the Services.

## 5. Reconciliation and Error Notification

The Dashboard contains details of Transactions, Charges, and other activity on your Paystack Account. Except as required by Law, you are solely responsible for reconciling the information in the Dashboard generated by your use of the Services with your records of Customer Transactions, and for identifying any errors.

You agree to review your Paystack Account and immediately notify us of any errors. We will investigate any reported errors, including any errors made by Paystack or a Payment Method Provider, and, when appropriate, attempt to rectify them by crediting or debiting the Payout Account identified in the Dashboard. However, you should be aware that your ability to recover funds you have lost due to an error may be very limited or even impossible, particularly if we did not cause the error, or if funds are no longer available.

For Transaction errors, we will work with you and our Payment Method Providers to correct a Transaction error in accordance with the applicable Payment Method Rules. If you fail to communicate an error to us for our review without undue delay and, in any event, within 6 months after you discovered it and flagged it in the Dashboard, you waive your right to make any claim against us or our Payment Method Providers for any amounts associated with the error.

## Section E: Data Usage, Privacy and Security

1. **Privacy:** Protection of Personal Data is very important to us. Our Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You may review our Privacy Policy through the Merchant dashboard, which we may update from time to time.

You affirm that you are now and will continue to be compliant with the NDPA, NDPR and all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to Paystack -- or allow Paystack to collect, use, retain, and disclose -- any Personal Data that you provide to us or authorise us to collect. As may be required by Law and in connection with this Agreement, you are solely responsible for disclosing to Customers

that Paystack processes Transactions for you and may receive Personal Data from you about the Customers.

## 2. Security:

You will protect and secure all Data you receive through the Services, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. We will ensure adequate technical and organizational measures are implemented to protect the confidentiality, integrity and availability of personal data, such as compliance to ISO 27001 and ISO 27701 Standards.

## 3. PCI Compliance:

If you use Payment Processing Services to accept Card Transactions, you must comply with the Payment Card Industry Data Security Standards ("PCI-DSS") and, if applicable to your business, the Payment Application Data Security Standards (PA-DSS) (collectively, the "PCI Standards"). The PCI Standards include requirements to maintain materials or records that contain payment Card or Transaction data in a safe and secure manner with access limited to authorised personnel.

You will promptly provide us, or any applicable Payment Method Provider or Payment Method Acquirer, with documentation demonstrating your compliance with the PCI Standards upon our request. If you are unable to provide documentation sufficient to satisfy us, the Payment Method Providers, or the applicable Payment Method Acquirers, that you are compliant with the PCI Standards, then Paystack and any applicable Payment Method Provider or Payment Method Acquirer, may access your business premises on reasonable notice to verify your compliance with the PCI Standards.

If you elect to store or hold "Account Data", as defined by the PCI Standards (including Customer Card account number or expiration date), you must maintain a system that is compliant with the PCI Standards. If you do not comply with the PCI Standards, or if we or any Payment Method Provider or Payment Method Acquirer are unable to verify your compliance with the PCI Standards, we may suspend your Paystack Account or terminate this Agreement. If you intend to use a third party service provider to store or transmit Account Data, you must not share any data with the service provider until you verify that the third party holds sufficient certifications under the PCI Standards, and notify us of your intention to share Account Data with the service provider. Further, you agree to never store or hold any "Sensitive Authentication Data", as defined by the PCI Standards (including CVC or CVV2), at any time. You can find information about the PCI Standards on the [PCI Council's website](#).

## 4. Security and Fraud Controls

a. **Paystack's Security:** Paystack is responsible for protecting > the security of Data in our possession. We will maintain > commercially reasonable administrative, technical, and > physical procedures to protect Payment Data and Personal Data > stored in our servers from unauthorised access, accidental > loss, modification, or breach, and we will comply with > applicable Laws and Payment Method Rules when we handle > Payment and Personal Data. However, no security system is > impenetrable and we cannot guarantee that unauthorised parties > will never be able to defeat our security measures or misuse > any Data in our possession. You provide Payment Data and > Personal Data to Paystack with the understanding that any > security measures we provide may not be appropriate or > adequate for your business, and you agree to implement > Security Controls (as defined below) and any additional > controls that meet your specific requirements. In our sole > discretion, we may take any action, including suspension of > your Paystack Account, to maintain the integrity and security > of the Services or Data, or to prevent harm to you, us, > Customers, or others. You waive any right to make a



claim > against us for losses you incur that may result from such > actions. You can learn more about how Paystack handles > security [\[here\]](#).

b. **Your Security:** You are solely responsible for the security > of any Data on your website, your servers, in your possession, > or that you are otherwise authorised to access or handle. You > will comply with applicable Laws and Payment Method Rules when > handling or maintaining Payment Data and Personal Data, and > will provide evidence of your compliance to us upon our > request. If you do not provide evidence of such compliance to > our satisfaction, we may suspend your Paystack Account or > terminate this Agreement.

c. **Security Controls:** You are responsible for assessing the > security requirements of your business, and selecting and > implementing security procedures and controls ("Security > Controls") appropriate to mitigate your exposure to security > incidents. We may suggest some Security Controls you should > implement. However, your responsibility for securing your > business is not diminished by any Security Controls that we > provide or suggest, and if you believe that the Security > Controls we suggest are insufficient, then you must separately > implement additional controls that meet your requirements.

d. **Fraud Risk:** While we may suggest Security Controls, we > cannot guarantee that you or Customers will never become > victims of fraud. Any Security Controls we suggest may include > processes or applications developed by Paystack, its > affiliates, or other companies. You agree to review all the > Security Controls we suggest and choose those that are > appropriate for your business to protect against unauthorised > Transactions and, if appropriate for your business, > independently implement other security procedures and controls > not provided by us. If you disable or fail to properly use > Security Controls, you will increase the likelihood of > unauthorised Transactions, Disputes, fraud, losses, and other > similar occurrences. Keep in mind that you are solely > responsible for losses you incur from the use of lost or > stolen payment credentials or accounts by fraudsters who > engage in fraudulent Transactions with you, and your failure > to implement Security Controls will only increase the risk of > fraud. We may assist you with recovering lost funds, but you > are solely responsible for losses due to lost or stolen > credentials or accounts, compromise of your username or > password, changes to your Payout Account, and any other > unauthorised use or modification of your Paystack Account. > Paystack is not liable or responsible to you and you waive any > right to bring a claim against us for any losses that result > from the use of lost or stolen credentials or unauthorised use > or modification of your Paystack Account, unless such losses > result from Paystack's wilful or intentional actions. Further, > you will fully reimburse us for any losses we incur that > result from the use of lost or stolen credentials or accounts.

We may also provide you with Data regarding the possibility or likelihood that a Transaction may be fraudulent. We may incorporate any subsequent action or inaction by you into our fraud model, for the purpose of identifying future potential fraud. You understand that we provide this Data to you for your consideration, but that you are ultimately responsible for any actions you choose to take or not take in relation to such Data.

## EXHIBIT A - Definitions

"**Affiliate**" means an entity controlling, controlled by, or under common control with the applicable party.

"**Agreement or MSA**" means this Merchant Services Agreement;



**"Anti Bribery Laws"** means the Economic and Financial Crimes commission Act, Independent Corrupt Practices Act of Nigeria, the Foreign Corrupt Practice Act of the United States of America and the Bribery Act 2010 of the United Kingdom as well as all applicable anti-bribery and anti-corruption regulations and codes of practice.

**"Business Day"** means any day other than a Saturday, Sunday or public holiday on which commercial banks are generally open in the Federal Republic of Nigeria;

**"Card or Payment Card"** means a credit card, debit card or similar card issued to a Cardholder by an issuer in accordance with a license granted by the respective Card Schemes;

**"Cardholder"** means the person to whom a Card is issued by an issuer and whose name, where applicable, is printed or embossed on a valid Card;

**"Card Scheme"** means Visa, MasterCard and any other applicable Payment Scheme associated with the provision of Services to Merchants.

**"Card Scheme Rules"** means the collective set of bylaws, rules, regulations, operating regulations, procedures and or waivers issued by the Card Scheme as may be amended or supplemented over time and with which the Merchant must comply when using the relevant Payment Method.

**"Charge"** means a credit or debit instruction to capture funds in connection with a Transaction.

**"Confidential Information"** means all information relating to either party which is obtained, whether in writing, pictorially, in machine readable form or orally or by observation in connection with this Agreement, including but without limitation, financial information, know-how, processes, ideas, intellectual property (irrespective of its registrability or patentability status), schematics, trade secrets, technology, customer list (potential or actual) and other customer-related information, sales statistics, market, market intelligence, marketing and other business strategies and other commercial information of a confidential nature.

**"Customer"** means a consumer or company that purchases products or services from the Merchant, or a donor.

**"Data"** used without a modifier means all Payment Data, Personal Data, and Paystack Data.

**"Data Subject"** means an identifiable person who are customers of the merchant; one who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

**"Dashboard" or "Paystack Dashboard"** means the interactive user interface that the Merchant may access in order to view information about the Merchant's Paystack Account.

**"Dispute"** means an instruction initiated by a Customer for the return of funds for an existing Charge (including a chargeback or dispute on a Payment Method).

**"Documentation"** means the sample code, instructions, and other content available on the Paystack website, as may be amended from time to time, the first page of which is currently located at <https://paystack.com/docs>, including all replacement pages.

**"Fine"** means any fines, levies, or other charges imposed by us, a Payment Method Provider or a Payment Method Acquirer, or a regulator, caused by your violation of Laws or this Agreement, or as permitted by the applicable Payment Method Rules.

**"KYC"** means Know Your Customer processes that the Merchant undertakes in order to verify its customers before pursuing a business relationship with them.

**"Law" or "Laws"** means all laws, rules, regulations, and other binding requirements of any governmental authority with jurisdiction applicable to a party, this Agreement and the Services.

**"NDPA"** means the Nigerian Data Protection Act 2023.

**"NDPR"** means the Nigerian Data Protection Regulation 2019.

**"PA-DSS"** means the Payment Application Data Security Standard.

**"Payment Data"** means payment account details; information communicated to or by Payment Method Acquirers or Payment Method Providers; financial information specifically regulated by Laws and Payment Method Rules; and any other information used with the Payment Services to complete a Transaction.

**"Payment Method"** means a type of payment method that Paystack accepts as part of the Paystack Services.

**"Payment Method Acquirer"** means an entity that is authorized by a Payment Method Provider to enable the use of a Payment Method by accepting Charges from Customers on behalf of the Payment Method Provider, and routing these Charges to the Payment Method Provider.

**"Payment Method Provider"** means the provider of a Payment Method.

**"Payment Method Rules"** means the rules, as in effect at the time of a Transaction, set by the Payment Method Provider and Payment Method Acquirers for the use of a Payment Method, and includes, in relation to payment Cards, the network operating rules for the Visa, MasterCard and American Express networks.

**"Payment Services" and "Payment Processing Services"** means the services Paystack offers that enable Merchant to accept payments, manage subscriptions, and perform transaction reporting and other financial transactions.

**"Payout Account"** means the bank account designated by Merchant for the deposit of settlement funds due to Merchant under this Agreement.

**"Payout Schedule"** means the amount of time it takes for Paystack to initiate a transfer of settlement funds arising from Transactions to the Payout Account.

**"Paystack Account"** means Merchant's Paystack account.

**"Paystack Data"** means information created by or originating from Paystack, including the details of the Application Programming Interface (API) interactions via the Paystack Platform, information used in fraud detection and analysis, and any aggregated, de-identified, or anonymized information generated from Data.

**"Paystack Platform"** means the hardware, software and other technology that Paystack owns or licenses and which Paystack uses to provide the Paystack Dashboard and Paystack Services.

**"Paystack Pricing Page"** means [https://paystack.com/\[countrycode\]/pricing](https://paystack.com/[countrycode]/pricing), where "country code" means the two-letter abbreviation for the country where Merchant is located.

**"Paystack Services" (and "Services")** means the Payment Services, and the associated analytics and business services Paystack offers.

**"PCI-DSS"** means the Payment Card Industry Data Security Standards.

**"Personal Data"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social

identity of that natural person; It can be anything from a name, address, a photo, an email address, bank details, posts on social networking websites, medical information, and other unique identifier such as but not limited to MAC address, IP address, IMEI number, IMSI number, SIM and others.

**"POS Terminal"** means a point-of-sale device.

**"Restricted Business"** means any of the categories of businesses and business practices for which the Paystack Services cannot be used and which are identified on the then-current Paystack Restricted Business List (which can be found on the Paystack website) for the jurisdiction of Merchant's Paystack Account.

**"Reversal"** means an instruction initiated by a Payment Method Provider, a Payment Method Acquirer or us to return funds for an existing Charge or over settled funds. Reversals may result from (i) invalidation of a charge by a Payment Method Provider or a Payment Method Acquirer; (ii) funds settled to you in error or without authorisation; and (iii) submission of a Charge in violation of the applicable Payment Method Rules, or where submission of the Charge or your use of Payment Processing Services violates this Agreement.

**"Trademark"** means the trademarks registered in the name of, or licensed to either Party and such other trademarks as are used by either Party on or in relation to the Services during the term of this Agreement.

**"Transaction"** means a Payment Method request initiated by Merchant via the Paystack Platform with respect to a payment from a Customer to Merchant, and includes the authorization, settlement and if applicable, Disputes, refunds and Reversals, with respect to that Payment Method request.

**"Transaction Data"** means all the information related to processing an electronic payment on behalf of a Merchant, including the name of the Customer, number of attempts made prior to completion of the payment and time of completion amongst other things.

Words importing persons or parties shall include firms and corporations and any organisation having legal capacity. The defined words, where the context so requires, shall be deemed and understood to be and have the same effect as operative clauses subsequently.

Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and vice versa.

A provision of law is a reference to that provision as amended or re-enacted.