



TERMS AND CONDITIONS

I (“Agent”) confirm and agree that the following terms and conditions shall govern my m-wallet account with the mobile money Scheme Provider, Zinternet Nigeria Limited. “Agent” means either the Super-Agent or Sub-Agent authorized (unless otherwise indicated) to carry out transactions on behalf of the Scheme Provider. “SVA” is the virtual account of the Agent and it means Stored Value Account. “IVR” means Interactive Voice Response. “Service” means the mobile money Services of Zinternet Nigeria Limited (the scheme provider.) “Account” means a current or savings account or other accounts maintained with the scheme provider at any of the Scheme Providers’s branches in Nigeria and other countries. “PIN” means the Agent’s personal identification number which is known to only the Agent. “Mobile Phone” means the Agent’s mobile phone whose number is indicted by the Agent as the phone to be used for sending instructions to the scheme provider. “Instruction” means the agent’s web console (internet) request to the scheme provider for the execution of services. “EzPayAfrica” is the brand name of the mobile money service.

1. Services to be provided at Agent’s (Sub-Agent’s) locations:
 - Customer Registration
 - Customer Education/Enlightenment
 - Cash-In (Deposit)
 - Cash-Out (Withdrawal)
 - Funds Transfer (Domestic Remittance)
 - Customer SVA Top-Up
 - Mobile Airtime Recharge
 - Bills Payment
2. The channel available to the Agents for carrying out transactions:
 - INTERNET (COMPUTER OR JAVA-ENABLED MOBILE PHONE)
3. The service allows customers to deposit money (cash-in), funds transfer, pay bills, pay at merchant’s locations and withdraw cash (cash-out) from an Agent location or ATM.
4. While the Sub-Agents are expected to carry out the above listed services, the Super-Agent’s services will include the following but not limited to:
 - Selection and Recruitment of Sub-Agents within their communities
 - Verifying Sub-Agents KYC documentation as per provided requirements by the Scheme Provider
 - Set up and Training of Sub-Agents on the Scheme Provider’s mobile money platform as directed by the Scheme Provider
 - Ensure proper Channel Management of Sub-Agents as directed by the Scheme Provider
 - Provide on-ground support to Sub-Agents in all allotted communities
 - Collection/Delivery of customers and Agents contract forms as well as other documents



5. The Agents will be given access to a web console where a username (e-mail address) and a defunct password are created by the Scheme Provider on behalf of the Agents. Agents are then expected to IMMEDIATELY change the password for security reasons. The purpose of the web console is to enable the Agents to send instructions/execute transactions to the Scheme Provider.
6. On receipt of instructions, the Scheme Provider will endeavor to carry out the Instructions promptly, except in situations of unforeseen circumstances such as Acts of God, force majeure, system failure and other causes beyond the Scheme Provider's control. The Scheme Provider shall send a confirmation of the transaction to the customer's mobile phone.
7. For the service to be available to any Agent, he/she must have completed an enrollment form at the Scheme Provider's head office or Regional branches or at some designated Super-Agent's location and a confirmation received by the Agent that the service has been activated after meeting the necessary due diligence criteria.
8. The Agents are expected to activate their Agency account by putting six (6) digits PIN on the receipt of the IVR call.
9. Authentication of any transaction(s) is only carried out by putting the six (6) digits PIN over the IVR call.
10. As a matter of standard, easily guessed PINs are not allowed. Examples are; 123456, 112233 etc.
11. Under no circumstances shall the Agent allow any unauthorized access to his/her account through the service.
12. The Agent instructs and authorizes the scheme provider to comply with any instructions given to the scheme provider through the use of the password/PIN. Once the scheme provider is instructed by means of the Agent's password/PIN, the scheme provider is entitled to assume that those are the instructions given by the Agent and to rely on same. The scheme provider is exempted from any form of liability whatsoever for agent's complying with any or all instruction(s) given by means of the Agent's password/PIN if by any means the password/PIN becomes known to a third party or otherwise becomes compromised. Once an Agent's password/PIN is given, it shall be a sufficient confirmation of the authenticity of the instruction given. The Agent shall be responsible for any instruction given by means of the Agent's password/PIN. Accordingly, the Scheme Provider shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the Agent's password/PIN.
13. The Agent shall notify the Scheme Provider immediately if the mobile phone is lost, mislaid or stolen or if it comes into the hands of a third party or if the password/PIN is unwittingly or otherwise been disclosed or made available to the third party. The Scheme Provider will not be liable for any damages or loss resulting from losing the mobile phone. Where oral notice of loss or theft



- is given, it must be confirmed in writing to the Agent's branch of the Scheme Provider within 48 hours.
14. The Scheme Provider shall credit or debit the Agent's SVA account with the amount of any deposit, withdrawal or transfer payment as well as any other services effected by the use of the available channel(s).
 15. The Scheme Provider reserves the right to limit the total cash sum withdrawn or spent by the Agent during any 24 hour period.
 16. The Scheme Provider shall not be responsible for any loss or damage arising as a result of inability to safeguard his/her password/PIN.
 17. The Scheme Provider is expressly exempted from unauthorized access to the Agent's account and/or data as contained in the Scheme Provider's records which arises as a result of inability of the Agent to safeguard his/her password/PIN.
 18. The Scheme Provider is further relieved of any liability as regards breach of duty of secrecy arising out of Agent's inability to scrupulously observe and implement the provisions of these terms and conditions, and/or instances of breach of such duty by hackers and other unauthorized access to the Agent's account via the service.
 19. The Agent understands that his/her password/PIN is to be used to give instructions to the Scheme Provider and accordingly undertakes to be absolutely responsible for safeguarding his/her password/PIN and under no circumstances shall the Agent disclose any or all of these to any person.
 20. The Agent undertakes to ensure the secrecy of his/her password/PIN by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to other persons.
 21. The Agent's password/PIN must be changed immediately it becomes known to anyone else and therefore the Agent is under a duty to notify the Scheme Provider by contacting the Agent Interaction Center by telephone and in writing whenever his/her password/PIN is suspected to be or has become known to another person. The Scheme Provider shall not be responsible for any loss that occurs between the period of such loss of memory of the password/PIN or knowledge of a third party and the time the report is lodged with the Scheme Provider.
 22. The Agent shall be responsible for any fraud, loss and/or liability to the Scheme Provider or third party arising from usage of the Agent's password/PIN by a third party and other unauthorized access. Accordingly the Scheme Provider shall not be responsible for any fraud that arises from usage of the Agent's password/PIN.
 23. The Agent undertakes to ensure that his/her password/PIN is not one that can be easily guessed by anyone including but not limited to addresses, telephone numbers, anniversaries, birthdays, simple sequence numbers etc.



24. Upon enrolling an Agent for the service, the Agent is expected to undergo trainings with the Scheme Provider as many times as possible to fully abreast him/herself with the services.
25. The Scheme Provider shall open a Fidelity Insurance Policy on behalf of the agents. The insurance policy shall ONLY cover up to maximum of one hundred thousand naira (N100,000).
26. Under no circumstances will the Scheme Provider be liable for any damages, including without limitations direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with the service or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, line or system failure, even if the Scheme Provider or it's representatives thereof are advised of the possibility of such damages or losses.
27. Agents are expected to brand offices/locations with the EzPayAfrica colours and logo.
28. Agents are to maintain online (either through the computer or mobile phone connectivity at all times.
29. Super-Agents are to maintain an office space (minimum size of 15sqm)
30. Super-Agents are to have minimum of 2 desktop computers in the office.
31. Minimum refundable cash deposit at the Scheme Provider's settlement/collection account: Super-Agent: N50,000 and Sub-Agent: N10,000.
32. Agents are expected to abide by the minimum e-money trading balance as set by the scheme provider and shall be promptly alerted when this is reached for a restock. Failure to comply, the agents may be dropped.
33. **Termination:** The Scheme Provider and Agents typically reserve the right to terminate their relationship at any time and without cause. However, the Scheme Provider will notify Agents in writing of any Agency relationship termination within three (3) weeks and the Agent is expected to accept the termination by the acceptance of letter and discontinuation of service. Where Agent termination is initiated by the Agent, it should be concluded within three working days and Agent account updated and payables effected through direct bank lodgment or cheque issuance. Agent may however request for payment in e-money form and in no circumstances will the payout be in cash.
34. **Exclusivity:** Whereas Agents are allowed to provide mobile money services to other licensed providers in Nigeria, care must be taken not to divulge official information that may give competitors an advantage over the Scheme Provider.
35. Agency business is a prepaid service and Agents are expected to fund their SVA to meet with customers requests at any point in time.



36. Agents must meet minimum opening hours of 9am – 6pm on weekdays and 9am – 4pm on Saturdays.
37. **Commissions:** Commissions shall be paid to the Agents automatically into their SVA upon the completion of transaction. The charges are paid upon completion of transaction at the Agent location by the customer. Commissions as well as charges are subject to change and Agents/Customers shall be promptly communicated.
38. The terms and conditions as stated herein can be changed without notice.

For issue resolution and further information:

DIRECTOR OF BUSINESS DEVELOPMENT:

ZINTERNET NIGERIA LIMITED.

92A, YOUNIS BASHORUN STREET,

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