



MERCHANT SERVICE TERMS – MERCHANT ACQUIRED PAYMENT SERVICES

1. Introduction

- 1.1 By using PayU's Merchant Acquired Payment Services ("**Service**"), you, as the Merchant, agree that you are bound by (i) these Merchant Service Terms ("**Service Terms**"), (ii) the Merchant Service Terms – General ("**General Terms**"), (iii) the provisions of the PayU application form ("**Application Form**"); and (iv) any notices which may be published under "**Notices**" on our Website from time to time (the "**Agreement**").
- 1.2 You understand the nature of the Service you have chosen and accordingly agree that the operation of the Service is known to you and you accept that it is suitable for your purposes.
- 1.3 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms. To the extent that there is any inconsistency between any provision of the General Terms and these Service Terms, then these Service Terms shall override the General Terms to the extent of the inconsistency.

2. Duration

The Agreement commences on the date of activation of the Service by PayU which date shall not be earlier than the requested commencement date set out in your Application Form and shall endure until either of us terminates it in accordance with the General Terms.

3. Our Obligations

- 3.1 PayU will, in accordance with your selection as set out in the Application Form, act as an e-commerce service provider to you by providing you with access to the Service including any associated Software, Integration Documents and other Documentation. The Service is supported by a comprehensive on-line e-commerce engine which can be used by you as a Merchant, to facilitate online purchases, manage orders and view transaction reporting.
- 3.2 The Service enables you, as the seller of products and/or services, to receive online payments from third parties (including but not limited to Payers) via credit card and/or certain other payment methods selected by you in your Application Form (referred to "**Alternative Payment Method**" or "**APM**").
- 3.3 On your website, you will indicate the relevant methods of payment which a Payer is able to use in order to make a payment to you, based on the methods selected by you in your Application Form (which may include APMs). Upon payment by the Payer to you, we will send the payment instruction to your acquiring bank (the details of which you shall provide to us in the Application Form), or to the relevant APM service provider ("**APM Provider**"), in accordance with the payment method selected by the Payer, and upon receipt of any response from the acquiring bank or such other APM Provider, as the case may be, PayU will forward such response to you.

4. Merchant Obligations

- 4.1 You acknowledge and agree that in order to utilise the Service you need to have entered into a contractual relationship with the relevant third party payment service provider for each payment method you have selected in your Application Form. This means that for credit card payments, you need to have your own merchant acquiring account with a bank approved of by PayU in Nigeria and that for each APM, you need your own agreement with the relevant APM Provider. It is your responsibility to ensure that you inform your acquiring bank of any change in the particulars of your bank account, any change in goods sold or services provided on your website and/or any change of ownership or in business operations.

- 4.2 You acknowledge that APMs are provided to you by the relevant APM Providers and PayU merely facilitates the receipt of payment via these APMs by virtue of its systems being pre-integrated with the APM Providers' systems (thus doing away with the need for your website to be integrated with each such APM). Any failures or problems you experience with any of the APM's should be taken up directly with the relevant APM Provider in terms of your agreement with it.
- 4.3 Regarding your merchant acquiring account, you are responsible for informing us (and keeping us accurately informed over time as circumstances may change) as to whether or not your website needs to be integrated with the Service such that (a) certain card transactions are processed utilising additional security measures (such as '**MasterCard SecureCode**' or '**verified by VISA**' by way of example) ("**3D Secure**"); (b) such 3D Secure check may be by-passed for certain transactions; and (c) transactions may be proceeded with despite a 3D Secure check failure. Your instructions to us regarding (a) to (c) depends on your agreement with your acquiring bank and in the event of any conflict between your instructions to us and the instructions we receive from your acquiring bank, we will act on your acquiring bank's instructions.
- 4.4 You shall not make any warranty or representation whatsoever in relation to the Services which may bind PayU, your acquiring bank or relevant APM Provider and make them liable in any way whatsoever,

5. **Service Fees**

- 5.1 The Service Fees applicable to the Service are specified in the Application Form.
- 5.2 To the extent that you require PayU to pay the Service Fees due to it on a periodic basis, you hereby authorise PayU to effect the necessary transfers from your designated bank account at the beginning of each and every period so agreed for the continued duration of the Service.
- 5.3 PayU will invoice you in advance in respect of the relevant Service Fee/s so payable and you shall be obliged to pay such Service Fees on the payment date specified in the invoice.