VISA ACCEPT MERCHANT TERMS AND CONDITIONS

1. Acceptance of Terms

By registering for and using Visa Accept, the Merchant agrees to be bound by these Terms and Conditions, applicable Card Scheme rules and all relevant laws and regulations.

2. Service

Visa Accept refers to Visa's financial technology services that allow merchant (s) and small businesses to accept digital, contactless or card payments through the Bank's Mobile Banking Application. This includes entry-level mobile tools that turn NFC-enabled smartphones into payment terminals without extra hardware as well as broader enterprise infrastructure via the Visa Acceptance Platform. The Bank may modify, suspend or discontinue the service at its discretion.

3. Merchant Obligations

The Merchant shall:

- Provide accurate and updated business information.
- Process only genuine and lawful transactions relating to legitimate goods and services.
- Maintain transaction records and support documentation.
- Comply with applicable AML, CTF, data protection and consumer protection regulations.
- Notify the Bank of any material changes to its ownership, operations, address or banking details.

4. Prohibited Activities

The Merchant shall not:

- Process fraudulent, illegal or unauthorized transactions.
- Accept payments on behalf of another business.
- Use the service for activities prohibited by law or Card Scheme rules.
- Manipulate transactions to avoid applicable fees, limits or controls.

5. Settlement, Fees and Chargebacks

- Approved transaction proceeds shall be settled into the Merchant's designated account according to the agreed settlement cycle.
- The Bank may delay or withhold settlement where fraudulent, suspicious, disputed or non-compliant transactions are identified.
- The Merchant shall pay all applicable fees, charges, commissions, taxes and levies communicated by the Bank.

- The Merchant shall remain liable for all chargebacks, reversals, penalties and related costs and authorizes the Bank to recover such amounts from its account.

6. Security and Fraud Monitoring

The Merchant shall maintain adequate security measures to protect customer and cardholder data and comply with applicable data protection requirements.

The Bank reserves the right to monitor transactions, request supporting documentation and suspend or terminate the service where fraud, suspicious activity or regulatory concerns are identified.

7. Limitation of Liability

The Bank shall not be liable for indirect, consequential or incidental losses arising from service interruptions, third-party failures, telecommunications disruptions, internet outages, government actions or events beyond its reasonable control.

8. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations due to events beyond its reasonable control, including acts of God, natural disasters, war, civil unrest, strikes, lockouts, utility failures, network disruptions, government actions, pandemics or other force majeure events. The affected party shall take reasonable steps to minimize the impact of such events.

9. Term and Termination

9.1 Term

These Terms and Conditions shall remain in force from the date of acceptance until terminated by either party upon three (3) days written notice.

9.2 Termination by the Bank

The Bank may suspend or immediately terminate the service where:

- The Merchant breaches these Terms and Conditions and fails to remedy such breach within seven (7) days of notice.
- Fraudulent, suspicious, illegal or unauthorized activities are detected.
- Material changes occur in the Merchant's business practices or ownership.
- False or unauthorized information is provided to the Bank.
- Regulatory, legal or Card Scheme requirements necessitate termination.
- The Merchant becomes insolvent, enters liquidation, or ceases operations.

9.3 Effect of Termination

Upon termination, the Merchant shall cease using the service immediately and settle all outstanding obligations owed to the Bank. Termination shall not affect accrued rights, liabilities, chargebacks, indemnities or obligations intended to survive termination**.**

10. Confidentiality

Both parties shall keep confidential all non-public information obtained through the relationship and shall not disclose such information except where required by law, regulation or with prior written consent.

11. General Provisions

- The Bank may amend these Terms and Conditions by providing at least fourteen (14) days notice to the Merchant.
- The Merchant may not assign or transfer its rights or obligations without the Bank's prior written consent.
- Failure by the Bank to exercise any right shall not constitute a waiver of that right.
- Notices may be delivered by hand, post, email, SMS or any approved electronic channel.
- Headings are for convenience only and do not affect interpretation.

12. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Ghana.

13. Acceptance

By using the Visa Accept service, the Merchant confirms that he or she has read, understood and agreed to these Terms and Conditions.