

E-COMMERCE WEBSITE INFORMATION

Please supply information about the website you intend to connect to Web-Collect. Submit one set of form per site.

Product(s) and Services sold on the site: _____ Number of days unit products/service is delivered: _____

Method of Goods/Service Delivered
(Please attach additional sheets if possible):

Customer Return Policy

Kindly tick the following boxes below

- | | | | |
|---|---|------------------------------|-----------------------------|
| <input type="checkbox"/> Refund within 30days | Have you ever had a payment gateway before? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Exchange only | Is your website SSL Secured? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Kindly supply the relevant information where applicable about the website or mobile app that you intend to connect to the TechPay platform. Pick ONLY what is applicable or relevant to your implementation.

Select the applicable categor(y/ies) or types of business from list below:

- | | |
|--|---|
| <input type="checkbox"/> Retail <input type="checkbox"/> Goods and Services <input type="checkbox"/> Hospitality <input type="checkbox"/> Medical & HealthCare <input type="checkbox"/> Entertainment <input type="checkbox"/> Travel and Tourism <input type="checkbox"/> Real Estate | <input type="checkbox"/> Education <input type="checkbox"/> Non-Profit <input type="checkbox"/> Financial Services <input type="checkbox"/> Fitness and Wellness <input type="checkbox"/> Agriculture <input type="checkbox"/> Digital Content and Media <input type="checkbox"/> Construction and Mining |
|--|---|

| | |
|---|--|
| Does your business or company accept international payments for goods or services? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|--|

Detail below products and/or services sold by business on the site or via the ProBASE Platform:

Confirm if client or third-party web application and/or mobile App have the following in place:

- | | |
|---|--|
| <input type="checkbox"/> Customer Return Policy | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Customer Privacy Policy | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Cookie Notification Policy | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Data Protection/Gathering Notice | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Chargeback or Refund Policy | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Cancellation Policy | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Type of Client Implementation: (Tick applicable user case)

| | |
|--|--|
| <input type="checkbox"/> Integration to the ProBASE Platform | <input type="checkbox"/> Client Mobile App <ul style="list-style-type: none"> <input type="checkbox"/> IOS App: (Indicate Name:_____) <input type="checkbox"/> Android App (Indicate Name:_____) <input type="checkbox"/> Client Web Application: (Indicate Name:_____) <input type="checkbox"/> Third-Party Web Application (Indicate Name:_____) <input type="checkbox"/> Third-Party Mobile App: (Indicate Name:_____) |
|--|--|

Dated this _____ day of _____ 20

Signature: Designation: Date:

Disclaimer: Probase accepts no liability for negligent or fraudulent use of the Merchant website, Merchant's Agents, Employee or Contractor or for misconduct (criminal or otherwise) perpetrated by third party as a result of the negligence or default of the Merchant website the Merchant, Merchant's Agents, Employee or Contractor.
 Merchants should constantly renew their websites securities like SSL certificates, failure to do so could lead to fraudulent transactions and regulatory penalties with the liabilities on them.

FOR PROBASE USE ONLY

LIST OF DOCUMENTS RECEIVED

- Copy of Certificate of Incorporation
- Evidence of Service Delivery
- Others
- Corporate Bank Account Details
- Merchants privacy, refund and cancellation policy

COMPLIANCE CHECKLIST

Performed background check on prospective merchants: Yes No

Performed check on Customer Website: Yes No

KYC Comments _____

Staff Signature and Date _____

FOR PROBASE CHECKLIST

| Checklist | |
|---|--|
| <input type="checkbox"/> Copy of Certificate of Incorporation | |
| <input type="checkbox"/> TPIN | |
| <input type="checkbox"/> Corporate Bank Account Details | |
| <input type="checkbox"/> Evidence of Service Delivery | |
| <input type="checkbox"/> All relevant Merchant Policies | |
| <input type="checkbox"/> Others | |
| <input type="checkbox"/> IDs | |
| <input type="checkbox"/> Address Verification/Validation | |
| Name of Staff who Signed up Merchant | |

BRAND PROTECTION GUIDE FOR MERCHANTS

The card scheme requires the payment service provider to implement adequate controls to ensure our merchants do not process transactions that are illegal and/or may adversely affect the reputation of the bank. The list below provides an overview and describes what Probase must do to effectively control the regulatory, financial, reputation, brand, and litigation exposures associated with card-not-present transactions.

The list of prohibited items (products or services) therefore include:

Unlawful sale of prescription drugs/ pharmacy-only medicine: A merchant selling over-the-counter drugs is considered a card-not-present pharmacy merchant if the online sale of the OTC drug is regulated, restricted, or prohibited in the merchant's or any prospective cardholder's jurisdiction

Sale of "Designer Drugs" is Prohibited: "Designer drugs" are synthetic, chemical analogs of controlled substances, designed to imitate the effects of actual controlled substances, including hallucinogenic, stimulant, or opioid-like effects.

Sale of Counterfeit or Intellectual Property (IP) Infringing Goods and Services: Counterfeit goods span across multiple industries including, but not limited to:

- Movies, music, video games, books, hardware and software, Illicit streaming devices Apparel and accessories, Consumer goods, toys, and electronics, Pharmaceuticals and medical devices, Tobacco products, Automobile part.

Illegal or Miscoded Gambling Transactions:

Online Sale of Tobacco Products: Cigarettes and loose tobacco are regulated globally and often taxed by governments responsible for their local supervision. Given this fact, certain card-not-present merchants have established illicit business models that seek to circumvent government tax schemes by selling tax-free cigarettes into markets with licensing and tax-stamp requirements.

Rogue Cyberlocker Merchants: As cloud-based storage systems evolve, rogue cyberlockers have emerged as a means to illegally distribute copyright-protected digital content (e.g., pirated movies, music and software shared without rights-holder authorization or proper licensing) and/or prohibited sexual material (e.g., child pornography, child abuse, bestiality, rape, or violent imagery). While cyberlockers may be operated for legitimate purposes, such as personal or business file backup or distribution, many are not.

Prohibited Adult Content: Visa prohibits the purchase or trade of certain, photographs, video imagery, computer-generated images, cartoons, simulation or any other media or activities, including, but not limited to:

- Child pornography
- Bestiality
- Rape (or any other non-consensual sexual behaviour)
- Non-consensual mutilation of a person or body part

E-CORMMERCE TERMS AND CONDITIONS

Whereas:

1.
(INSERT NAME OF RELEVANT MERCHANT) hereinafter called "the Merchant" is a customer of PROBABLE LIMITED and a user of the Bank's Web Payment Gateway "WebCollect";
2. The Merchant has requested Probabase to grant access to the Merchant's customers to enable them. make payments via the Merchant's website..... using the various payment card scheme acceptable by the Web Payment Gateway service.

Probabase hereby outlines the Standard Terms and Conditions representing the legal attributes of the webCollect Payment Service provided by the Probabase.

3. MERCHANT RESPONSIBILITIES

- | | |
|--|--|
| <p>3.1 The Merchant agrees and undertakes that it shall:</p> <ol style="list-style-type: none"> a Not make any warranty or representation whatsoever in relation to the WebCollect services which may bind Probabase or make it liable in any way whatsoever b Where required, comply with all security or encryption standards, rules and procedures stated by Probabase c Inform Probabase of any change in the particulars or mandate of its bank account with the Bank d Not capture by any means possible, user (cardholder) payment card details including but not limited to Primary Account Number (PAN) or Card Number, Personal Identification Number (PIN), Card Verification Value (cvv) | <p>3.3 In order to permit the Merchant website to integrate with the webCollect system, the Merchant will provide all necessary materials and data for this purpose</p> <p>3.4 The Merchant will be fully responsible and liable for (including without limitation, all charges, losses or damages whatsoever arising from):</p> <ol style="list-style-type: none"> a. Data stored or transmitted on or through the webCollect systems; or b. Any use of the Systems passwords or identification codes assigned by Probabase |
| <p>3.2 Where applicable, the Merchant agrees and undertakes that it shall:</p> <ol style="list-style-type: none"> a Keep the SSL certificates current and valid b Notify Probabase of any changes to their internet protocol address of its website used for transactions | <p>3.5 The Merchant shall observe and comply with all security measures and shall further comply with any instruction given by Probabase in respect of card transaction or customer (cardholder) payment instruction</p> |

E-COMMERCE TERMS AND CONDITIONS

- 3.6 The Merchant shall promptly notify Probases of any security breach, misuse, irregularity, suspected fraudulent transaction, account numbers or any suspicious activities that may be connected with the attempt to commit fraud or other illegal activity through the use of Merchant's website
- 3.7 The Merchant shall be responsible for determining and communicating the terms and conditions of electronic transactions on the webCollect Systems to its online users (cardholders). The Merchant understands and agrees that under no circumstances shall use of the webCollect Service imply that Probases endorses, sponsors, certifies or otherwise guarantees the sale or use of the Merchant's products
- 3.8 The Merchant shall take all steps to keep secure and confidential any information or data related to transactions initiated on the Merchant website. In the event any such information is lost, stolen or otherwise compromised, the Merchant shall forthwith report and give written notice of such occurrence to Probases whereupon the Merchant shall, in consultation with Probases, take immediate steps to remedy the situation and prevent its reoccurrence.
- 4 SERVICES FEES AND CHARGES**
- 4.1 The Merchant shall pay Probases the non-refundable set-up fee as communicated by the authorized bank personnel at Commencement Date
- 4.2 Probases shall be entitled to a transaction fee of 1.5% (with maximum cap of N2,000) per transaction for use of the system as detailed in the webcollect services application. A review of this fee can be made with respect to merchant categorization and international card acceptance at the point of setting up the WebCollect payment service.
- 4.3 The terms of payment for Services fees and charges shall be in accordance With the WebCollect service application. Probases shall be entitled to deduct all the aforementioned fees and charges for successful transactions from funds payable to the Merchant hereunder.
- 4.4 All payment required to be made by the Merchant on this service shall be payable unconditionally, without any deduction, claims, counterclaim, setoff, notice or demand
- 4.5 The Merchant agrees that Probases may, if and whenever instructed to do so by the Issuer or Processor of the various card schemes, limit or refuse any or all transactions to the Merchant's Bank account and no liability shall be imputed to Probases for acting on such instructions.
- 5 UNDERTAKINGS OF PROBASSES**
- 5.1 Probases shall provide the Merchant with the registration details and API (Application Program Interface) required for a successful integration. The Merchant shall have full responsibility for the content and correctness for a successful integration process.
- 5.2 Probases may, at its option and at any time, refuse or reject any material that does not align with the WebCollect system or its integration interface. However, Probases agrees to notify and afford the Merchant the opportunity to rectify such materials within a reasonable period of time as mutually agreed by the parties, to satisfy the needs of the requirements of the system
- 5.3 Probases agrees and undertakes that it shall use its best endeavors to ensure that the webCollect system shall facilitate the transactions and the functions required to enable the Merchant to provide the services.

E-COMMERCE TERMS AND CONDITIONS

- 5.4 Probasesolutions shall not be liable to the Merchant in event that the Merchant suffers loss arising from a breach of the security and integrity of the Merchant's site, hardware or software related to this service but not under its direct administration and control.
- 5.5 Probasesolutions shall not be involved in any chargeback dispute or claim that may arise between the cardholder and the Merchant and shall in all cases conform to the processes governing chargeback claims from different issuer processors (card schemes)
- 6 UNDERTAKINGS OF THE MERCHANT**
- 6.1 The merchant hereby undertakes that it will not offer for sale on the Site, any goods or services not expressly stated upon registration of the Merchant's website with Probasesolutions, the default of which Probasesolutions shall without any liability, immediately withdraw its Services and prevent access to the webCollect Payment System
- 6.2 The Merchant hereby agrees that only the Site expressly stated upon its registration with the Bank shall be integrated into the webCollect systems and derive the Services provided.
- 7 Indemnity**
- 7.1 The Merchant shall indemnify Probasesolutions against any damage, expense or loss of whatever nature and description directly suffered by it as a result of any fraud, misconduct or negligence associated with any transaction on the internet or merchant sites enabled at the instance of the Merchant.
- 7.2 The Merchant shall indemnify Probasesolutions for any chargeback or chargeback related charges incurred by the Bank as a result of any transaction on the internet or merchant sites enabled at the instance of Merchant
- 7.3 The Merchant hereby authorizes Probasesolutions at all times to debit any of its accounts for each and every amount due and payable by it to Probasesolutions in respect of all transactions involving the Merchant as contemplated herein.
- 7.4 The Merchant agree that if it fails to pay on demand any sums payable hereunder, that interest shall accrue thereon from the date of such demand until judgment and full liquidation at the Bank's Prime Lending Rate.
- 7.5 The Merchant agrees that where international card acceptance is enabled on the payment gateway, an agreed cash collateral shall be put in place for chargeback and/or repudiation of such claims as mandated by general web practice. However, where the transaction is deemed to be fraudulent or under investigation, Probasesolutions shall withhold 100% of the funds until satisfactory completion of the investigation.

E-CORMMERCE TERMS AND CONDITIONS

In addition to the terms and conditions listed above, the use of SSL is highly recommended for all website enrolling on our webcollect to guard against fraudulent activities through Man-in-the-middle-attack that could result in alteration of the transaction value before hand-off to the payment gateway.

If you however choose not to implement an SSL on your website, you shall indemnify the bank against any damage, expense or loss of whatever nature and description directly associated with the absence of an SSL on your website.

I (We) have read the Terms and Conditions as stated above and we agree to its contents.

Dated this.....day of.....20.....SIGNED, SEALED & DELIVERED by the authorized representatives of the Merchant.....

NameDesignation.....

Signature.....

Internal Approvals

| For ProBASE Limited | Signature | Date |
|-------------------------|-----------|-------|
| Head, Digital Business | | |
| Head, Risk Compliance | | |
| MD CEO | | |

ProBASE TRANSACTION FEES

1. Techpay transactional charges are as follows
 - Mobile money transactions: 1.2% per transaction
 - Local card transaction 2.5%
 - Visa/Master card international transactions: 4.5% per transaction

2. Merchant payouts to account
 - Bank transactions: K100 per transaction
 - International Card Transaction 4%