

GLOBALPAY REGISTRATION FORM



Merchant Identification Number (to be assigned by Zenith Bank)

Instructions

1. Complete every part of this form in **BLOCK** letters.
2. Attach photocopies of relevant documents including certificate of company's registration

Merchant ID

SECTION 1 COMPANY INFORMATION	Please complete this section with information about your organization. You should also attach a copy of your company's certificate of incorporation.			
	Business Name:		Merchant Trade Name:	
	Type of Business:		Business Location:	
	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Private Limited Liability Company <input type="checkbox"/> Non-Profit Organization / NGO <input type="checkbox"/> Public Limited Liability Company <input type="checkbox"/> Religious Organisation <input type="checkbox"/> Government Agency <input type="checkbox"/> Other (Specify).....		<input type="checkbox"/> Store Front <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Other (Specify).....	
	Date of Incorporation:	Date of Commencement of Business:	RC Number:	Number of Branches:
	DD/MM/YYYY	DD/MM/YYYY		
Staff Strength	Any prior relationship with any acquirers?		YES <input type="checkbox"/> NO <input type="checkbox"/>	
If Yes, is the relationship still in place? YES <input type="checkbox"/> NO <input type="checkbox"/>				

SECTION 2 CONTACT INFORMATION	This section gathers information about the contact person(s) for your organization. All correspondences between Zenith and your organization will be addressed to the person(s) specified below.		
	Office Address:		
	Postal Address:		
	Name of Primary Contact Person:		E-mail Address
	Designation:	Office Telephone/Extension:	Mobile Phone:
	Residential Address:		
	Name of Secondary Contact Person:		E-mail Address:
	Designation:	Office Telephone/Extension:	Mobile Phone:
	Residential Address:		
	Name of Website Developer:		Company:
E-mail Address:	Office Telephone/Extension:	Mobile Phone:	

SECTION 3 WEBSITE INFORMATION	This section gathers information about the website you intend to connect to GlobalPay		
	Website Name:	Website URL:	Tentative Go-live Date
	Product(s) and Service(s) sold or provided on the site	Website Development Platform:	Shopping Cart Solution Provider
	Select channel to be accepted:	<input type="checkbox"/> Java/JSP <input type="checkbox"/> PHP <input type="checkbox"/> Microsoft .NET <input type="checkbox"/> Active Server Pages (ASP) <input type="checkbox"/> Coldfusion <input type="checkbox"/> Other (Specify)..... Website Provider
	Card: <input type="checkbox"/> Local <input type="checkbox"/> International		
	Mobile Banking <input type="checkbox"/>		
Do you have a credit and/ or return policy that is communicated to the customer			
YES <input type="checkbox"/> NO <input type="checkbox"/>			
Do you have a contractual relationship with third parties that may affect the business if the contract is cancelled			
YES <input type="checkbox"/> NO <input type="checkbox"/>			
If YES, please provide detail _____			

**SECTION 4
SETTLEMENT ACCOUNT DETAILS**

Bank Name: ZENITH BANK PLC

Account Number:

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Account Name: _____

Branch Name: _____

Type of Account: Current Account

Name of Relationship officer _____

We, the undersigned on behalf ofhereby certify that the information provided on this form is true and accurate. We agree that Zenith Bank reserve the right to take appropriate measures including legal actions if the information here is discovered to be false and to review prices at any point in time.

Name.....
Signatory 1 Designation.....

Signature.....
Please SV Date.....

Name.....
Signatory 2 Designation.....

Signature.....
Please SV Date.....

FOR OFFICIAL USE ONLY

Please verify that all Signatories in this form are Signatories to the account and are in line with the mandate specified in the account

Remark (by CSU) _____

Name _____	Signature _____	Date _____
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Account Officer Name _____	Signature _____	Date _____
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HOP Name _____	Signature _____	Date _____
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Branch Head Name _____	Signature _____	Date _____
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GLOBALPAY AGREEMENT



GLOBALPAY AGREEMENT

THIS AGREEMENT, made on (Date) DD / MM / YYYY, by and between:

1. Zenith Bank PLC, whose registered offices are at 84 Ajose Adeogun Street, Victoria Island, Lagos, Nigeria (the "Bank"); and
2. (Company's Name)
Trade Name (DBA).....

Main address is at

Represented by..... (the "Merchant"); and

WHEREAS

ZENITH BANK has a third party MasterCard acquiring license, and acts as the party that manages the processing of card transactions concluded on the Internet between a Customer and a Merchant. ZENITH BANK agrees to implement secure accounting and reporting application for MasterCard, Verve and Visa.

Merchant sells products and provide services to customers online through its website in furtherance of which it desires to maintain a card processing account with Zenith Bank for all completed online generated transactions and Zenith Bank has agreed to open and maintain such an account in order to manage the processing and secure payment of said credit, debit, credit or prepaid card transactions.

NOW THEREFORE

In consideration of the mutual covenants and conditions herein stated, the parties hereto agree as follows:

1. Attachments
All attachments to this Agreement constitute an integral part thereof.
2. Definitions
The following definitions shall apply:

Settlement Bank:	Zenith Bank PLC
Acquiring Bank:	Zenith Bank PLC
Proceeds:	Value of transactions performed by customers on the Internet Website of the Merchant.
Customer:	Any customer purchasing products and services via the Internet.
Merchant:	The entity selling its products or providing services via the Internet.
Transaction:	The purchase of goods or services by Cardholder from Merchant that result in approved a authorization.
Cardholder:	Is the Customer conducting a transaction using his card on the Internet Web site of Merchant.
Cardholder Charge:	Is the product and/or service price to be charged to the Cardholder's Card account for the purchase of Merchant's products and/or services.
Authorization:	Is the processing of the Cardholder's cards data subject to the cards issuing organization's rules.
Cards:	A current electronically recognized MasterCard, Verve/Naira MasterCard, and Visa card. A Card shall be deemed to be current if the date of purchase occurs on or prior to the last day of the month and year of expiration embossed on the card.
Charge Back:	Is an invalid transaction charge that a Card issuing organization charges to Zenith Bank that shall in turn be charged to the Merchant's account held in Zenith Bank.
Refund:	Is the reimbursement of a sum due from Merchant to Cardholder.
Accounting Period:	Means a period for calculating total value of Transactions for transferring the funds due to Merchant.
Payment:	The transfer of funds due to Merchant.
Settlement Fee:	The amount of various fees to be charged to Merchant account in accordance with the

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Zenith Services

Zenith agrees to provide the following services:

1. Upon receiving the electronic message of any and all transactions properly formatted and sent from the Merchant site, Zenith Bank shall instantly process such transactions online via the relevant institution to obtain the issuer's authorization or denial or other response to Merchant. Upon authorization, Zenith shall immediately submit to Merchant by electronic means a notification.
2. Zenith Bank shall arrange to open an account in the name of the Merchant and shall credit the account of Merchant with the amount of the transaction after deducting its fees and/or any other amounts due to her in accordance with the provisions of this agreement.
3. Zenith Bank reserves the right at any time to refuse or stop processing the transactions of the Merchant where Zenith finds that the Merchant transactions pose unacceptable risks to the bank
4. Zenith Bank shall provide Merchant with access to online accounting reports displaying daily transactions, clearly listing dates, amounts, and other pertinent information.
5. Zenith Bank shall forward to the Merchant a list of all successful transactions at end of each accounting period.

Merchant's Obligations

The Merchant shall:

1. Not make any warranty or representation whatsoever in relation to the Services which may bind Zenith or any of card processing companies and make them liable in any way whatsoever.
2. Where required, comply with all security or encryption standards, rules and procedures recommended by Zenith.
3. Inform Zenith Bank of any change in the particulars of its bank account
4. Inform Zenith Bank of any change in goods sold or services provided on its website.
5. 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)
6. The Merchant shall ensure that Zenith is promptly notified of any suspected security breach, misuse, irregularity, suspected fraudulent transaction, account numbers or any suspicious activities that may be connected with attempts to commit fraud or other illegal activity through the use of Merchant's website
7. Shall fulfil its obligations to the cardholder to deliver or render service as is prescribed or stated on its website
8. Shall not aggregate or act as an aggregator for other merchants on its own website
9. Shall retain the receipt (merchant copy) for a period of at least (120 days) from the transaction date, in such a manner as to ensure that it retains its clarity. If for any reason the bank requires a copy of the merchant's receipt, the merchant shall provide it within 3 (three) days of the request.
10. Shall have no claim against the bank in respect of any transaction recorded on a loss unless the merchant can provide the bank with a receipt generated from the relevant website. This receipt must indicate all transactions accounted for. Alternatively, the merchant shall let the bank have copies of the relevant receipts within 3 (three) days of the loss or damage.
11. The merchant shall immediately within 3 (three) working days notify the bank in writing should there be any change in the nature of the merchant's business or should there be a change in the ownership of the merchant.
12. In the event of such a change, irrespective of any clause to the contrary in this agreement, the bank will be entitled to:
Terminate the agreement immediately without giving notice or reasons; or continue with this agreement subject to any amendments that it considers appropriate, including the right of the bank to re-sign the necessary documents and agreements and reassess the merchant.

Liability of Merchants

The Merchant will be fully responsible and liable for (including without limitation, all charges, losses or damages whatsoever arising from):

- (a) Data stored or transmitted on or through the use of the platform; or
- (b) Any use of the Systems passwords or identification codes assigned by MasterCard, Interswitch, Etranzact and Visa.

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The Merchant understands that;

Zenith shall be entitled, upon receiving notification from users (cardholders) or a participating bank and without any requirement for or any obligation to obtain any further proof thereof, to

- i. Refuse full or partial payment to the Merchant;
- ii. Set-off against any payment accruing to the Merchant;
- iii. Deduct from the Merchant account ; or
- iv. Seek immediate reimbursement to the user for the amount of the relevant transaction including but not limited to pending the outcome of investigation by Zenith, where:
 - a) The Merchant's Product is returned or rejected by the user for any reason;
 - b) The user did not receive the product(s) ordered on the Merchant's site; and
 - c) The relevant bank otherwise refuses for any reason to clear or settle the funds in connection with a Transaction.

Fees and Charges

1. Merchant shall pay transaction fee (refer to fee schedule) for every transaction processed via the Internet.
2. Merchant shall pay fees and various charges in accordance with Fees and Charges Schedule attached hereto. Such Schedule being an integral part of this agreement.

Dispute/Chargeback

1. Any dispute or claim relating to any transaction done on the platform shall be reported within **thirty days (30 days)** of occurrence else transaction claim becomes invalid.
2. Merchant hereby agrees to indemnify and hold Zenith indemnified against any loss, dispute or claim that may arise between the User and the Merchant

Chargeback Reserve Account

The bank reserves the right to establish, without prior notice to the merchant an interest bearing Chargeback reserve account and/or to raise the discount fee or transaction fee upon the bank's reasonable determination of the occurrence of any of the following:

1. The merchant engages in, as determined in the Bank's reasonable discretion, the processing of charges which represent an overcharge to Cardholder by duplication of charges.
2. Failure by the merchant to fully disclose the true nature of its business to the bank to permit a fully informed decision as to the suitability of the merchant for processing through the bank.

Settlement

1. Settlement of transaction shall take place within 24hrs (T+1) for domestic cards and 48hrs (T+2) for International.

Force Majeure

Neither the Bank nor the Merchant shall be liable for any loss incurred by failure in any machine, information system or communications link or caused by circumstances beyond a party's direct control. Furthermore, the Bank shall not be responsible or liable for non-acceptance of a Card by the Merchant, for any failure or reluctance to accept a Card, for the way in which it is accepted, or for any condition attached to its acceptance.

Indemnity

The Merchant agrees to defend, indemnify and hold the Bank harmless from any claim by a third party for any damages, including lost profits, direct, incidental, consequential, special, indirect or punitive damages arising out of or relating to the Merchant's use of the services provided by the Bank hereunder; provided that where a claim is notified to the Bank, it promptly notifies the Merchant of any such claims and the Merchant is allowed an opportunity to fully participate in the defense or settlement of any such claims.

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Terms & Renewals

This agreement becomes effective upon signing and is valid for one year and is automatically renewable for periods of one year thereafter unless either party terminates it by giving a sixty (60) days written notice to the other party

Without prejudice to anything else herein contained, this Agreement may be terminated by either party without the need for prior notice or to any judicial or extra-judicial proceedings in the following situations:

1. Should any party commit a remediable breach of any of the terms of this Agreement and fail to remedy it to the other party's reasonable satisfaction within 30 days after receipt of notice to that effect
2. Should the Merchant charge backs exceed the limits set forth in this Agreement
3. Should the Merchant fail to comply with the rules of the local and International Institution i.e MasterCard, Visa, InterSwitch or Etranzact, or cause activity which materially increases the risks of Zenith.
4. Zenith reserves the right to amend this Agreement where necessary upon **thirty days** prior notice to the Merchant. Such amendments shall be binding unless the Merchant delivers to Zenith Bank written notice of termination of this Agreement prior to the expiration of the **thirty-day** notice period. Furthermore, any amendment is deemed to be automatically accepted by the Merchant upon receipt, if the merchant continues to send transactions to Zenith Bank Following receipt of such proposed amendment.

Termination

Termination in the event of fraud:

1. Where the website is used to commit fraud or where the bank suspects the existence of fraud or nefarious conduct in respect of the provisions of this agreement, the bank may terminate the agreement without giving the merchant any notice.
2. The agreement will continue to be in full force in respect of any outstanding obligations of the merchant to the bank.
3. Termination on request of merchant: This process is initiated by the merchant whereby a call must be logged with the bank merchant acquiring desk via infotech.ebusiness@zenithbank.com.

Fraudulent Transaction

Fraudulent transactions shall include:

1. Any duplicate transaction.
2. Any purchase and/or transaction arising from the use of a card or card number by a person other than the authorized cardholder;
3. The bank reserves the right to levy a charge, the percentage of which shall be determined with reference to the fraud basis points generated by the Card Associations, and which shall be debited to the merchant's account.
4. The merchant agrees that it will always be responsible for the actions of its employees.
5. The merchant must co-operate with the bank in furnishing all information requested by the bank relevant in investigating fraudulent transactions

Governing Law and Disputes

This agreement shall be construed and governed in accordance with the Laws of the Federal Republic of Nigeria. Any disputes between the parties arising from or related to this Agreement shall be settled by arbitration in accordance With Arbitration and Conciliation Act CAP A18 LFN 2004. The venue shall be in Lagos and the language in English.

In witness whereof, the parties have duly executed this Agreement on the date indicated below.

Zenith Bank PLC

Merchant Name:

Signature: _____

Signature: _____

Please SV

Date: _____

Date: _____

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Fee Schedule

The following fees shall apply

Application Fee: MasterCard, Verve and Visa - N75,000.00 (Seventy Five Thousand Naira Only)

Transaction Fee: Local Cards: 1.5% Capped at N2,000
International Cards: 3.5%

Monthly Access Fee: N5,000.00 (Five Thousand Naira Only)

NB: The application Fee is non-refundable.

DECLARATION

I/We, _____, hereby certify that the information provided in this form is true and accurate. I/We agree that Zenith Bank PLC reserve the right to take appropriate measure including legal actions if the information here is discovered to be false.

Signature: _____ Company Stamp/Seal: _____ Date: _____

Name: _____ Designation: _____

Signature: _____ Company Stamp/Seal: _____ Date: _____

Name: _____ Designation: _____