

BANTOO CHAT MERCHANT AGREEMENT

Effective Date: 1 January 2025

1. Introduction

This Merchant Agreement ("Agreement") governs the use of Bantoo Chat's payment platform by merchants ("Merchants") for accepting payments from customers. By registering as a Merchant and using Bantoo Chat's services, you agree to this Agreement. If you do not agree, you must cease using the platform.

2. Definitions

- **"Bantoo Chat"** refers to the application and its payment platform.
- **"Merchant"** refers to a business or individual using Bantoo Chat's platform to accept payments.
- **"Customer"** refers to any individual or entity making a payment to the Merchant via Bantoo Chat.
- **"Wallet"** refers to Bantoo Chat's integrated payment tool enabling transfers, payments, and other financial activities, powered by Bantoo Pay.

3. Merchant Obligations

Merchants must:

- Provide accurate and complete business information during registration.
- Maintain compliance with all applicable laws, including those related to consumer protection, financial transactions, and taxation.
- Use the platform exclusively for lawful purposes.
- Clearly communicate pricing, refund policies, and terms to customers.

4. Use of the Payment Platform

Merchants agree to:

- Accept payments only for goods or services that comply with Bantoo Chat's policies.
- Ensure transactions are accurately recorded and documented.
- Promptly resolve disputes or chargebacks with customers.
- Comply with Bantoo Chat's Refund Policy.

5. Payment Processing

- Bantoo Chat provides payment processing services, including wallet transactions and "Tap & Pay" functionality.
- Funds received through Bantoo Chat may be subject to processing fees, as outlined in the Merchant's account agreement.
- Payments will be transferred to the Merchant's designated account within 7 business days, subject to verification.

6. Fees and Taxes

- Merchants are responsible for paying any applicable transaction fees, which will be deducted before funds are transferred.
- Merchants are solely responsible for reporting and remitting taxes arising from transactions processed through Bantoo Chat.

7. Refunds and Chargebacks

- Merchants must handle customer refunds in accordance with their own refund policies, which must be clearly communicated.
- Bantoo Chat reserves the right to deduct chargeback amounts and related fees from the Merchant's account if disputes are resolved in favor of the customer.

8. Prohibited Activities

Merchants may not use Bantoo Chat for:

- Selling illegal, counterfeit, or prohibited goods and services.
- Engaging in fraudulent, deceptive, or misleading activities.
- Processing transactions on behalf of third parties or using the platform for money laundering.

9. Data Protection and Privacy

- Merchants must comply with data protection laws applicable to their operations.
- Bantoo Chat's Privacy Policy governs the collection, use, and protection of personal data shared on the platform.

10. Account Termination

Bantoo Chat reserves the right to suspend or terminate a Merchant's account if:

- The Merchant violates this Agreement or any applicable law.
- The Merchant's activities pose a risk to Bantoo Chat or its users.

- The Merchant engages in prohibited activities or fraudulent practices.

11. Liability and Indemnification

- Bantoo Chat is not liable for any losses arising from a Merchant's use of the platform, except as required by law.
- Merchants agree to indemnify Bantoo Chat against claims, damages, or expenses arising from their use of the platform.

12. Amendments to the Agreement

Bantoo Chat may update this Agreement to reflect changes in services or applicable laws. Updates will be communicated through the app or our website. Continued use of the platform constitutes acceptance of the revised Agreement.

13. Governing Law

This Agreement is governed by the laws of the International Chamber of Commerce courts in London,. Any disputes will be resolved under the jurisdiction of the courts International Chamber of Commerce courts in London.

14. Contact Information

For inquiries related to this Agreement, please contact us:

- **Email:** support@bantoochat.com
- **Address:** Bantoo Pay Africa, Angre Papaya Djomi, 04 BP 1164, Abidjan 04, Côte d'Ivoire