Merchant Application Form

O'mari
A MEMBER OF THE OLDMUTUAL GROUP

APPLICANT

MERCHANT NAME	
TYPE OF BUSINESS	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
CONTACT PERSON'S DETAILS	
EMAIL ADDRESS	
MERCHANT TARNSACTOR DETAILS	
BRIEF DESCRIPTION OF PRODUCTS TO BE SOLD THROUGH O'mari:	
PROJECTED NUMBER OF TRANSACTIONS (per month)	
BANKING DETAILS:	
AUTHORISED MERCHANT'S SIGNATORY	

SIGNATURE 1 ______________________________ SIGNATURE 2 ______________________________

I/We____ hereby certify that all the information provided is correct. I/We authorise Old Mutual Digital Services to use the information contained herein to process the application. We hereby agree that the O'mari Merchant terms and conditions signed on_____________________________________ shall remain applicable to this application. I/We have been provided with a copy of the said terms and conditions and have read and understood the same.

Disclaimer:
Please note that the completion of this form will not bind Old Mutual Digital Services in any particular course of action and submission of the information shall not create a contractual relationship between the parties unless and untill application has been approved by Old Mutual Digital Services.

OFFICIAL USE

MERCHANT CODE	
O'mari WALLET	

RECOMMENDED	
APPROVED	
DATE	

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WHEREAS Old Mutual Digital Services is desirous of appointing____as its Merchant to accept payments through Old Mutual Digital Services Mobile Money Transfer ("O'mari") as well as to provide related mobile money transfer services offered by Old Mutual Digital Service as part of its mobile phone services and products within Zimbabwe on non-exclusive basis. **AND WHEREAS** the Merchant is agreeable to the provision of such merchant services to Old Mutual Digital Services

NOW THEREFORE IN CONSIDERATION OF THE AFOREGOING THE PARTIES HAVE AGREED AS FOLLOWS:

1. **DEFINITIONS**

1.1 Cash-Out means the process of redeeming e-value for cash from the Agent.
1.2 Customer means every person in whose name an O'mari account is registered in connection with the use of O'mari services and who also purchases goods and/or services from the Merchant.
1.3 E-value or e-money means the electronic money in the Mobile Money Transfer System which will equate to the deposits in the Old Mutual Digital Services Trust Account at CABS.
1.4 E-wallet means an E- value repository.
1.5 O'mari Transfer and Payment system means the O'mari mobile money system on which the Mobile Money Transactions are done.
1.6 Merchant means an entity that accepts E-value as a payment mode for goods and/or services and also for bulk disbursement of cash as E-value to beneficiaries.
1.7 Merchant Code refers to a five digit number assigned to a business or organization by Old Mutual Digital Services upon registration as a Merchant
1.8 SMS means short message services.
1.9 USSD means the Unstructured Supplementary Service Data menu on your cellphone that lists all the services.

2. SCOPE OF MERCHANT AGREEMENT

2.1 Old Mutual Digital Services hereby appoints and retains the Merchant, on a non-exclusive basis, to perform functions, services and such other acts as the Merchant is specifically required to do pursuant to the terms of this agreement. The Merchant agrees to perform its duties under the supervision of Old Mutual Digital Services within Zimbabwe commencing 20_____, subject to renewal, extension or termination by the Parties.

3. MERCHANT'S RIGHTS AND OBLIGATIONS

3.1 The Merchant shall forthwith upon execution of this Agreement, if not already done prior to such execution, register with Old Mutual Digital Services as a Customer and have an Old Mutual Digital Services O'mari wallet to facilitate registration as an Old Mutual Digital Services mobile money Merchant (O'mari Merchant).
3.2 The Merchant's outlets shall be staffed by appropriately qualified and trained staff members to handle O'mari payments. Should Old Mutual Digital Services organize training for Outlet staff, the Merchant will ensure that Outlet staff are in attendance. The Merchant shall not do or omit to do anything which could reasonably be regarded as inconsistent with this obligation.
3.3 The merchant shall accept O'mari payments from customers for goods and services bought. The procedure for accepting O'mari payments shall be as follows:
3.4 The merchant shall display his merchant code at all times where it is clearly visible to customers.
3.5 The customer will initiate a payment transaction for good and/or services through USSD (cell phone), mobile app and WhatsApp through pay merchant functionality.
3.6 The Merchant shall ensure that the customer quotes the Merchant Code in all payments made through O'mari.
3.7 The Merchant shall not deduct any charges for the payment transactions made by the Customer. In this regard the amount transferred by the Customer shall be equivalent to the price(s) of goods and/or services displayed on the till.
3.8 The Merchant shall release the goods and or/services to the customer upon successful completion of the transaction and the money reflecting in the Merchant's e-wallet. In this regard the Merchant shall receive an SMS notification showing inter alia the amount paid by the Customer, their name and customer number. A receipt shall be generated where systems are integrated.
3.9 At any time, the merchant may liquidate his or her money by issuing a bank transfer instruction to the O'mari Department branch networks
3.10 The Merchant shall exercise full control over and take full responsibility to ensure that all payment transactions are done as per the procedures provided by Old Mutual Digital Services as well as for its employees, their acts and omissions when carrying out O'mari payment transactions.
3.11 Where the Merchant gets involved in money laundering, terrorist financing or any unlawful activities not governed by this agreement; the Merchant shall be solely liable for any such illegally perpetrated activities. Old Mutual Digital Services will not, in any way be party or held liable to such illegal activities.

OBLIGATIONS OF OLD MUTUAL DIGITAL SERVICES

3.12 Old Mutual Digital Services shall:
3.12.1 Ensure that the Mobile Money Transfer and Payment System operates effectively in accordance with the provisions of the O'mari -Procedures Manual.
3.12.2 Ensure that adequate marketing campaign material is available for use by the Merchants.
3.12.3 Have a fully operational Call Centre manned by qualified employees and/or automated systems to assist in the resolution of problems related to the O'mari Services.
3.12.4 Old Mutual Digital Services excludes warranties of all kinds and shall not be liable for any costs, loss, liability or damage whether direct, special or consequential whatsoever and howsoever arising whether from any suspension or termination of this Agreement or otherwise.
3.12.5 Old Mutual Digital Services will train outlet staff so that they are proficient with O'mari before they start offering the O'mari services to the market. Old Mutual Digital Services will meet all expenses related to the training venue and training material, while the Merchant meets all travel and accommodation expenses incurred by their officers when they attend training.

4. CHARGES

4.1 Old Mutual Digital Services will prescribe a charge for the Merchant for the liquidation of e-money and the transaction charges.

5. INDEPENDENT CONTRACTOR

5.1 The Parties acknowledge that, save for the duties and powers of the Merchant as stated in clause 3, hereof nothing in this Agreement shall be construed to create a relationship of employment or partnership whatsoever between the Parties, whether for tax or any other purpose.
5.2 Subject to clause 3 hereof neither Party shall have the right to bind the other to any Agreement with a third Party or to incur any obligation or liability on behalf of the other Party.

6. SECURITY MANAGEMENT

6.1 In the event of loss of the Merchant's wallet, the Merchant is required to inform Old Mutual Digital Services immediately so that the wallet is blocked. The Merchant can contact the Old Mutual Digital Services call center or send an e-mail to **omari@oldmutual.co.zw** Reporting immediately will prevent unauthorized use. The Merchant will be liable for any losses and costs incurred before the deregistration of the wallet is made by Old Mutual Digital Services.
6.2 The Merchant will be liable for any losses and costs incurred before they notify Old Mutual Digital Services.
6.3 The Merchant is responsible for securing their O'mari and the cell phone used for mobile money transaction. Old Mutual Digital Services will not be liable for any loss of valuables from the Merchant's premises.

SUPPORTING DOCUMENTS I All applicants must submit the documents enlisted below:

COMPANIES1. **Public Limited Companies**
a) Memorandum and articles of association
b) Trading licence
c) Coloured passport photos of at least 2 Directors/Executive management Copies of at least
2d) Directors/Executive management Ids.
e) Proof of Residence of at least 2 Directors/Executive management Completed Merchant
f) Application form

2. **Private Limited Company**
a. Duly signed out O'mari Merchant Application form
b. Certified copy of Certificate of Incorporation
c. Certified copy of Cr14
d. Coloured passport photo of the Directors.
e. Certified copies of at least 2 Director's National Identity Documents.
f. Proof of Residence of the directors or proof of physical address for business premises(For all forms of business, proof of residence can be
• a bank statement or utility bill that is not older than 3 months,
• a valid trading license showing the business address
• a copy of lease agreement for rented premises supported by landowner's ID or
• an affidavit with a Commissioner of Oaths or Police stamp.
• In rural areas where this may not always be available, a copy of ID of the
• landowner and a letter from the landowner confirming that they are operating from their premises).
• Valid Trading Licence

3. **PARTNERSHIPS**
a. Duly signed out O'mari Merchant Application form
b. Partnership Agreement
c. Proof of Residence of the partners or proof of physical address for business premises
d. Copy IDs of the business partners.
e. Coloured Passport size photo of each partner.
f. Valid trading licence.

4. **SOLE TRADERS**
a. Duly signed out O'mari Merchant Application form
b. Proof of Residence of the business owner/Proof of address of the business premises.
c. Copy of ID of the trader/Director.
d. Coloured passport size photo of the director/trader.
e. Valid trading licence (s) e.g. Operators Licence and/or Route Permits.

5. **NON-PROFIT ORGANISATIONS (NGOs, CHURCHES, TRUSTS)**
a. Duly signed out O'mari Merchant Application form
b. Copy of Constitution
c. Copies of IDs of at least 2 Trustees
d. Coloured passport photo of the Trustees
e. Proof of residence of at least 2 Trustees/proof of physical address of organization
f. Resolution to open Merchant account

6. **SOCIETIES,ASSOCIATION,CLUBS ETC.**
a. Duly signed out Oímari Merchant Application form
b. List of members of the executive committee
c. Certified copies of at least 2 executive committee member's Ids.
d. Proof of residence of the committee members/proof of physical address of the outlet.

7. **STREET VENDORS Mandatory Documents**
a. Duly signed out O'mari Merchant Application form
b. Copy of ID of the Trader
c. Coloured passport size photo of the Trader
d. Proof of residence or Police affidavit
e. Valid trading licence (where applicable)