



# PAYMENTS AGREEMENT

BETWEEN

**NETONE CELLULAR (PRIVATE) LIMITED**



AND



**PARTIES**

**NETONE CELLULAR (PRIVATE) LIMITED** (hereinafter called **NetOne**) is a mobile telecommunications operator registered in terms of the laws of Zimbabwe. Its business address is 16<sup>th</sup> Floor Kopje Plaza, No. 1 Jason Moyo Avenue Harare. It is represented herein by Mr. Lazarus Muchenje, its **Chief Executive Officer**, he being duly authorized to do so.

**AND**

..... (hereinafter called ..... ) is a registered company its business address is ..... is represented herein by ..... its ..... being duly authorized to do so.

**WHEREAS** **NetOne** wishes to appoint ..... as its Biller/Bulk/Merchant Payer to accept payments and make disbursements through NetOne Mobile Money Platform (“OneMoney”) as well as to provide related mobile money services offered by NetOne Cellular (Private) Limited (“NetOne”) as part of its mobile phone services and products within Zimbabwe on non-exclusive basis;

**AND WHEREAS** the Biller/Bulk/Merchant Payer is agreeable to the provision of such Biller/Bulk/Merchant Payer services to NetOne.

**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 a OneMoney account is registered in connection with the use of OneMoney services and who also purchases goods and/or services from the Biller/Bulk/Merchant Payer.

- 1.3 **E-value** or e-money means the electronic money in the Mobile Money System which will equate to the deposits in the OneMoney Escrow Account at FBC Bank.
- 1.4 **E-wallet** means an E- value (refer to 1.3) repository.
- 1.5 **OneMoney Agent** means an entity registered by NetOne to fulfill functions of registering customers and effecting OneMoney services.
- 1.6 **NetOne Transfer and Payment system** means the OneMoney mobile money system on which the Mobile Money Transactions are done.
- 1.7 **Biller/Bulk/Merchant Payer** means an entity that accepts E-value as a payment mode for goods and/or services.
- 1.8 **Biller/Bulk/Merchant Payer Code** refers to a five-digit number assigned to a business or organization by NetOne upon registration as a Biller/Bulk/Merchant Payer.
- 1.9 **SMS** means short message service.
- 1.10 **SVA** stored value account which is the e-wallet (refer to 1.4) in the OneMoney system.
- 1.11 **ZIPIT** is the payments technology used for interoperating with payment service providers certified to receive and send money on this platform.
- 1.12 **WALLET REDEMPTION** is a Bank transfer to an account resident in the same Bank or to an account with another Bank through the ZIPIT Platform.

## **2 SCOPE OF BILLER/BULK/MERCHANT PAYER AGREEMENT**

NetOne hereby appoints and retains the Biller/Bulk/Merchant Payer, on a non-exclusive basis, to perform functions, services and such other acts as the Biller/Bulk/Merchant Payer is specifically required to do pursuant to the terms of this agreement. The Biller/Bulk/Merchant Payer agree to perform its duties with NetOne within Zimbabwe commencing the last date of signature subject to renewal, extension or termination by the Parties.

## **3. BILLER/BULK/MERCHANT PAYER'S RIGHTS AND OBLIGATIONS**

- 3.1 The Biller/Bulk/Merchant Payer shall forthwith upon execution of this Agreement, if not already done prior to such execution, register with NetOne as a Customer.

- 3.2 The Biller/Bulk/Merchant Payer's outlets shall be staffed by appropriately qualified and trained staff members to handle OneMoney payments. Should NetOne organise training for Outlet staff, the Biller/Bulk/Merchant Payer will ensure that Outlet staff are in attendance. The Biller/Bulk/Merchant Payer shall not do or omit to do anything which shall reasonably be regarded as inconsistent with this obligation.
- 3.3 The Biller/Bulk/Merchant Payer shall accept OneMoney payments from customers for services bought. The procedure for accepting OneMoney payments shall be as follows:
  - 3.3.1 The Biller/Bulk/Merchant Payer shall display OneMoney posters at all times where it is clearly visible to customers.
  - 3.3.2 The customer will initiate a payment transaction for services through the OneMoney portal/USSD/STK menu.
  - 3.3.3 The Biller/Bulk/Merchant Payer shall not deduct any charges for the payment of transactions made by the Customer. In this regard the amount transferred by the Customer shall be equivalent to the premium.
  - 3.3.4 Biller/Bulk/Merchant Payer statement shall be generated at agreed time intervals to show the balance in the Biller/Bulk/Merchant Payer's OneMoney Account.
  - 3.3.5 The Biller/Bulk/Merchant Payer may choose to liquidate his/her e- wallet by issuing a bank transfer instruction or performing an 'SVA to Bank' transaction.
  - 3.3.6 The Biller/Bulk/Merchant Payer will be liable for any losses and costs incurred before they notify NetOne.
- 3.4 The Biller/Bulk/Merchant Payer shall exercise full control over and take full responsibility to ensure that all payment transactions are done as per the procedures provided by NetOne as well as for its employees, their acts and omissions when carrying out NetOne payment transactions.
- 3.5 Where the Biller/Bulk/Merchant Payer gets involved in money laundering, terrorist financing or any other activities deemed to be unlawful in terms of the laws of the Republic of Zimbabwe and International laws; the Biller/Bulk/Merchant Payer shall be solely liable for any such illegally perpetrated activities. NetOne shall not, in any way be party or held liable to such illegal activities.

#### **4. OBLIGATIONS OF NETONE**

**NetOne shall:**

- 4.1 Ensure that the Mobile Money System operates effectively in accordance with the provisions of the terms and conditions of this Agreement.
- 4.2 Ensure that adequate marketing campaign material is available for use by the Biller/Bulk/Merchant Payer.
- 4.3 Have a fully operational Call Centre manned by qualified employees and/or automated systems to assist in the resolution of problems related to NetOne Services.
- 4.4 NetOne will train outlet staff so that they are proficient with NetOne products and services before they start offering them to the market.
- 4.5 Where NetOne gets involved in money laundering, terrorist financing or any other activities deemed to be unlawful in terms of the laws of the Republic of Zimbabwe and International laws; NetOne shall be solely liable for any such illegally perpetrated activities. The Biller/Bulk/Merchant Payer shall not, in any way be party or held liable to such illegal activities.
- 4.6 NetOne will not be liable for any loss of valuables from the Biller/Bulk/Merchant Payer's premises.

#### **5. CHARGES**

- 5.1 NetOne prescribes a charge for the Biller/Bulk/Merchant Payer for the liquidation of e-money as listed in Appendix 1. NetOne reserves the right to change the charges at any time, upon giving 5 working days' written notice to that effect to the Biller/Bulk/Merchant Payer.

#### **6. INDEPENDENT CONTRACTOR**

- 6.1 The Parties acknowledge that, save for the duties and powers of the Biller/Bulk/Merchant Payer 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.

6.2 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.

## **7. SECURITY MANAGEMENT**

7.1 The Biller/Bulk/Merchant Payer can contact the NetOne call centre or send an e-mail to [OneMoneyhelp@netone.co.zw](mailto:OneMoneyhelp@netone.co.zw).

## **8 CONFIDENTIALITY**

8.1 The Biller/Bulk/Merchant Payer shall treat as confidential all information relating to Customers, Transactions and NetOne.

8.2 Each Party agrees to keep all information confidential and agrees that it shall not without the prior written consent of the Biller/Bulk/Merchant Payer, Customer, or NetOne, divulge information relating to the Biller/Bulk/Merchant Payer, Customer, or NetOne; unless required to do so by law enforcement agents upon which the affected Party should be consulted.

## **9. TERMINATION**

9.1 Termination without Notice

- a. Either party shall have the right to terminate the Biller/Bulk/Merchant Payer Agreement forthwith in the event that the other party Commits any act of fraud, theft or money laundering against customers in terms of this agreement. and/or
- b. Commits an act that brings either party's name into disrepute or either party to lose its business license;
- c. Either party shall have the right to terminate this agreement forthwith if the other party commits any act of insolvency, is placed under liquidation or judicial management, or attempts to surrender or make an arrangement with its creditors.

9.2. Termination for Breach

Either party may terminate this agreement for failure by the other party to perform any of its obligations in terms of this Agreement provided that the aggrieved party has given the defaulting party thirty (30) days written notice to

remedy the breach and the defaulting party has failed to do so upon the expiry of the notice period.

## **10. TERMINATION FOR CONVENIENCE**

- 10.2 Both parties may also terminate the Biller/Bulk/Merchant Payer Agreement for whatever reason by giving 30 days' notice.
- 10.3 The termination of the agreement shall not affect the monetary obligations and the confidentiality clause.

## **11. LIMITATION OF LIABILITY AND INDEMNITY**

- 11.1 Neither party shall be liable for any costs, loss or damage whether special or consequential, arising from any suspension or termination of this Agreement.
- 11.2 The Biller/Bulk/Merchant Payer shall indemnify NetOne, from and against any and all costs incurred by the Biller/Bulk/Merchant Payer of whatever nature and any loss, damage or liability, whether criminal or civil, suffered by NetOne resulting from a breach of this Agreement or any laws and regulations governing the provision of Mobile Money Services by the Biller/Bulk/Merchant Payer including but not limited to breaches caused by any act, neglect or default of the Biller/Bulk/Merchant Payer and/or its employees, or any subscriber or third party claim in respect of any matter arising from the Biller/Bulk/Merchant Payer's or its employees' conduct.
- 11.3 NetOne shall indemnify the Biller/Bulk/Merchant Payer, from and against any and all costs incurred by NetOne of whatever nature and any loss, damage or liability, whether criminal or civil, suffered by the Biller/Bulk/Merchant Payer resulting from a breach of this Agreement or any laws and regulations governing the provision of Mobile Money Services by NetOne including but not limited to breaches caused by any act, neglect or default of NetOne and/or its employees, or any subscriber or third party claim in respect of any matter arising from NetOne or its employees' conduct.
- 11.4 No warranties or representations are made with regard to potential revenues that may be earned by the Biller/Bulk/Merchant Payer from the provision of the Mobile Money

services and no reliance should be placed on any statements or projections provided, whether verbally or in writing in this respect.

## **12. DISPUTE RESOLUTION**

12.1 In the event of any dispute between the parties arising from this Agreement, the parties shall endeavour to resolve it by negotiation between their authorized representatives within seven (7) days of such dispute arising.

12.2 In the event that the parties fail to reach agreement within the aforesaid period of seven (7) days, either party may refer the dispute to arbitration.

12.3 Notwithstanding anything to the contrary contained in this clause neither party shall be precluded from obtaining interim relief from a court of competent jurisdiction including any arbitral tribunal pending the decision of an arbitral tribunal appointed in terms of this clause.

12.4 The arbitration shall be held:

12.4.1 In Harare, Zimbabwe; and

12.4.2 with such legal and other professional representatives as the parties may require; and

12.4.3 in terms of the Arbitration Act (*Chapter 7:15*), as amended from time to time and its relevant subsidiary legislation, it being the intention of the parties that the arbitration proceedings shall be held and completed as soon as possible.

12.5 The arbitrator shall be, if the matter in dispute is principally:

12.5.1 A legal matter, a registered legal practitioner of at least fifteen (15) years' standing;

12.5.2 An accounting matter, a practicing chartered accountant of at least fifteen (15) years' standing;

12.5.3 Any other matter, an independent person who is an expert in the field in which the dispute has arisen, agreed upon between the parties.



- 12.6 Should the parties fail to agree whether the dispute is principally a legal, accounting or other matter within seven (7) days after the parties' agreement to refer the dispute to arbitration, the matter shall be deemed to be a legal matter.
- 12.7 Should the parties fail to agree on an arbitrator within seven (7) days after the matter was referred to arbitration in terms of clause 12.2 hereof, the arbitrator shall be appointed at the request of either party to the dispute by the Chairman of the Commercial Arbitration Centre and refer the matter for arbitration at the Commercial Centre.
- 12.8 The place of arbitration shall be Harare and the proceedings shall be conducted in English.
- 12.9 The decision of the arbitrator shall be final and binding on the parties and may be made an order of the court referred to in clause 12.3 at the instance of either of the parties.
- 12.10 The provisions of this clause:
- 12.10.1 Constitute an irrevocable consent by the parties to any proceedings in terms of this clause and neither party shall be entitled to withdraw there from or to claim in any such proceedings that it is not bound by such provisions.
- 12.10.2 are severable from the Agreement and shall remain in effect despite the termination of or invalidity for any reason of this or any part of Contract.

### **13. MUTUAL CO-OPERATION**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

### **14. APPLICABLE LAW**

This Agreement shall be governed by the laws of Zimbabwe.

### **15. NOTICE**

Any notices under this Agreement shall be sent in writing to the appropriate party at its address stated herein.

### **16. SURVIVAL OF PROVISIONS**

In the event that any one or more of the provisions of this Agreement is held to be unenforceable under the laws of Zimbabwe, it shall not affect any other provision of this Agreement. This Agreement shall be construed as if the unenforceable provision had not been contained therein.

**17. WAIVER**

Failure or delay on the part of either party to exercise any of its rights, powers or privileges hereunder shall not operate as a waiver thereof.

**18. ENTIRE AGREEMENT**

This Agreement and Annexes attached hereto shall constitute the entire Agreement between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written between the parties. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of both parties.

**19. DOMICILIUM CITANDI ET EXECUTANDI**

The Parties choose as their *domicilia citandi ete xecutandi* for all purposes under this Agreement the following addresses:

19.1 NetOne Cellular (Private) Limited  
16<sup>th</sup> Floor Kopje Plaza  
No. 1 Jason Moyo Avenue  
HARARE

19.2 The Biller/Bulk/Merchant Payer

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THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 20 \_\_\_\_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:  
AS WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
FOR AND ON BEHALF OF  
NETONE CELLULAR (PRIVATE) LIMITED

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 20 \_\_\_\_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:  
AS WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
FOR AND ON BEHALF OF  
.....

**APPENDIX 1**  
**CUSTOMER TARIFFS**

Min Amount	Max Amount	Send to Registered	Withdrawing Registered	Total Cost Registered	Sending Unregistered
3.00	4.99	0.06	0.07	0.13	0.13
5.00	9.99	0.10	0.15	0.25	0.25
10.00	14.99	0.20	0.30	0.50	0.50
15.00	19.99	0.30	0.41	0.71	0.71
20.00	24.99	0.37	0.51	0.88	0.88
25.00	29.99	0.45	0.60	1.05	1.05
30.00	39.99	0.55	0.71	1.26	1.26
40.00	49.99	0.73	0.89	1.62	1.62
50.00	99.99	0.85	1.05	1.90	1.90
100.00	199.99	1.55	2.05	3.60	3.60
200.00	299.99	2.25	3.45	5.70	5.70
300.00	399.99	2.77	3.95	6.72	6.72
400.00	499.99	3.00	4.45	7.45	7.45

**Bulk payment tariffs**

Bulk Payments (US\$)	
Denomination	New Charge
1-10.00	0.3
10.01-20	0.35
20.01-30	0.38
30.01-40	0.4
40.01-60	0.45
60.01-100	0.5
>100.01	0.55

**BILL/MERCHANT PAYMENT TARIFFS**

Denomination	New Charge
1.10.00	0.2
10.01-20	0.3
20.01-30	0.4
30.01-50	0.6
50.01-75	0.9
75.01-100	1.2
100.01-125	1.35
125.01-150	1.4
150.01-300	1.45
300.01-400	1.5
>400	0.50%