

## TRUSTPAY MERCHANT AGREEMENT

Effective Date: 12<sup>th</sup> January 2022

Version: v1.1

### 1. INTRODUCTION

1.1 This Merchant Agreement (“Agreement”) is made between **Ghana Dot Com Limited**, an ICANN-accredited Registrar and Systems Integration Company with offices at **16 Boundary Road, East Legon, Accra (“GDC” or “GHANA.COM”)**, and the **Merchant**, being any entity or individual that registers to use the **TrustPay** payment processing service.

1.2 Under this Agreement, GDC authorizes the Merchant to accept **bank Cards** and **Mobile Money (MoMo)** as forms of payment for transactions processed via the **TrustPay** service. The Merchant shall be credited by GDC for successful transactions, subject to this Agreement.

1.3 The Merchant acknowledges and accepts that **customer information is protected under applicable data protection and financial services laws**, and cannot be disclosed to external entities except as required by law, regulation, or court order.

1.4 This Agreement is governed by the **laws of the Republic of Ghana**.

1.5 Any dispute or claim arising out of this Agreement shall be resolved amicably through discussions for up to **thirty (30) days**. Failing resolution, either Party may refer the matter to **arbitration** under the rules of the **Ghana Arbitration Centre**. The proceedings shall be in **English**, and the venue shall be **Accra**.

1.6 The Parties record the terms and conditions regulating their relationship as set forth herein.

### 2. DURATION AND TERMINATION

2.1 This Agreement:

2.1.1 supersedes all prior agreements between GDC and the Merchant; and

2.1.2 commences on the **date of electronic acceptance** (“Effective Date”), remaining valid for an initial period of **twelve (12) months** (“Initial Period”), and thereafter continuing indefinitely unless terminated in accordance with this Agreement.

2.2 GDC may terminate this Agreement **at any time** by written or electronic notice to the Merchant.

The Merchant may terminate this Agreement **after the Initial Period** with **one (1) month’s written notice** to GDC.

2.3 Termination shall not affect any rights or obligations accrued before such termination.

2.4 GDC reserves the right to terminate this Agreement immediately where the Merchant:

2.4.1 provided false or misleading information during onboarding;

2.4.2 is suspected of involvement in **fraud, money laundering, or other criminal activity**;

2.4.3 has been convicted of a crime; or

2.4.4 has remained **inactive for more than sixty (60) days**.

### 3. MERCHANT’S OBLIGATIONS

The Merchant agrees to:

3.1.1 accept only **valid and current Cards or MoMo** presented by customers for payment;

3.1.2 honour each valid payment request made by a customer;

3.1.3 ensure that all transactions are processed **electronically** through TrustPay;

- 3.1.4 maintain confidentiality of all security credentials, certificates, and cardholder information;
- 3.1.5 establish internal **security and privacy policies** consistent with the Electronic Money Issuers Act and as approved by GDC;
- 3.1.6 ensure that its website or application displays:
- a) customer service contact and physical address (including country of domicile);
  - b) a full description of services offered; and
  - c) a clear privacy and security policy;
- 3.1.7 immediately notify GDC in the event of any data breach or compromise of cardholder or MoMo details;
- 3.1.8 promptly inform GDC in writing of any changes to its **banking details, business address, trading name, or nature of business**.

#### **4. GDC'S OBLIGATIONS**

GDC agrees to:

- 4.1.1 provide and maintain the **TrustPay** payment processing service in accordance with this Agreement;
- 4.1.2 ensure continued technical support and platform reliability, subject to payment of applicable fees (if any);
- 4.1.3 ensure the Merchant has adequate access to guidance, documentation, and support for efficient service use.

#### **5. CONFIDENTIALITY AND DATA PROTECTION**

- 5.1 Both Parties shall maintain strict confidentiality over all information exchanged under this Agreement.
- 5.2 GDC shall process and store personal or transactional data in compliance with the **Data Protection Act, 2012 (Act 843)** and other applicable Ghanaian laws.
- 5.3 The Merchant shall comply with all privacy and data protection obligations applicable to its operations.

#### **6. AMENDMENTS**

This Agreement may be updated or amended by GDC from time to time. Updated versions shall be published at <https://trustpay.ghana.com/merchant-agreement>, and notice of changes shall be provided through electronic means. Continued use of TrustPay after an update constitutes acceptance of the revised Agreement.

#### **7. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the **laws of the Republic of Ghana**.

All disputes shall be resolved under the exclusive jurisdiction of the **Ghana Arbitration Centre**, Accra.

#### **8. DIGITAL ACCEPTANCE**

By clicking “**Register**”, “**Sign Up**”, or otherwise electronically accepting this Agreement on the TrustPay merchant platform, the Merchant:

- Confirms that they have read, understood, and agreed to be bound by this Agreement and the accompanying **Privacy Policy**.
- Acknowledges that this digital acceptance is legally equivalent to a handwritten signature.
- Acknowledges that the Agreement takes effect on the date of registration and remains binding until terminated.

This Agreement is executed electronically under the **Electronic Transactions Act, 2008 (Act 772)**.

**Ghana Dot Com Ltd. All Rights Reserved.**

**Address:** 17 Boundary Road, East Legon, Accra, Ghana

**Email:** support@trustpay.ghana.com | **Tel:** +233 302 52169

## APPENDIX A

### SCHEDULE OF FEES

| 1) <i>Merchant Commission</i> |                    | Rate                          |
|-------------------------------|--------------------|-------------------------------|
| Monthly Sales Range           |                    |                               |
|                               | Transaction Charge |                               |
|                               | 3.0%               |                               |
| TRUSTPAY                      |                    |                               |
| 2) <i>Other Service Fees</i>  |                    | <i>Fee</i>                    |
| Service Fee                   |                    | GHS.....(excl. VAT) per month |

## APPENDIX B

### MERCHANT DETAILS

|                                |                      |                      |                      |           |
|--------------------------------|----------------------|----------------------|----------------------|-----------|
| Company/CC Registration number |                      |                      |                      |           |
|                                |                      |                      |                      | Signature |
| For GDC Use Only               |                      |                      |                      |           |
| Verification of premises       | Name _____           |                      |                      | Signature |
|                                | Facilities           | Stock                | Internet             |           |
| Yes                            | <input type="text"/> | <input type="text"/> | <input type="text"/> |           |
| No                             | <input type="text"/> | <input type="text"/> | <input type="text"/> |           |