



# **TERMES ET CONDITIONS GENERALES D'UTILISATION**

## **MULTIPAY QUICKTELLER BUSINESS PLATFORM**

## **TERMES ET CONDITIONS**

<b>Procedure Number</b>	1.0
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<b>Approved by</b>	Olivier Bueno

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### **Multipay Congo SA**

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## Conditions d'utilisation de la plateforme QTB de Multipay

### **Généralités.**

In these Terms of Use, Multipay' s QTB platform means the tool through which different mobile payment solutions or applications for merchants and customers pass. This platform is provided by Multipay Congo and allows you to view the content as well as the characteristics and functionalities that will make different types of transactions between customers and merchants possible.

In addition, as a business platform, the User's use of the QUICKTELLER platform will be subject to any applicable card system rules, applicable regulatory directives, or any other rules/provisions communicated by Multipay Congo in due time.

All such guidelines or rules are hereby incorporated by reference into these Terms of Service.

Minor users, i.e. under the age of 18, must consult these general conditions with the assistance of a parent or guardian.

By accepting these Terms and Conditions, you agree to be bound by these Terms and Conditions, as amended from time to time and published in the media.

If you object to any of the said provisions, please refrain from using or accessing the Multipay Congo QUICKTELLER platform.

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## 1. DEFINITIONS

Under the terms of these general conditions, the following terms related to Quick Teller Business have the definition:

- **AGGREGATOR:** legal entity, technical payment service provider which offers payment services and solutions to financial institutions within the framework of payment systems.
- **USER CODE:** means any identifier allowing a user client to connect via the Multipay QTB platform.
- **QTB PIN:** the secret code (password) which allows a customer or merchant to authenticate on the QTB platform via an application.
- **PHONE NUMBER:** is the telephone number of the customer or merchant.
- **VALIDATION CODE:** the unique ..... digit code sent to you by the QTB application when registering and modifying your QTB PIN.
- **MERCHANT CODE :** unique identification code assigned to a merchant.
- **QR CODE:** Code allowing information to be encrypted and compacted in a small space on a reading medium but in a way that is indecipherable to the human eye. It can be read with a special application (available on most smartphones).
- **PAYMENT:** the act of carrying out a transaction for an amount that is due for a good or service.
- **APPRO:** the transfer of money made by a user from their bank account to their mobile money account or that of a third party.
- **CUSTOMER:** any person with a mobile money account or bank card using the QTB application via its platform.
- **MERCHANT:** any natural or legal person who accepts payment in exchange for goods and services through Multipay' S QTB.
- **ALERT:** any notification from the QTB application.
- **ACCOUNT:** your Mobile Money Account or Bank Card, registered with a mobile money operator or a bank.
- **AGREEMENT:** the Conditions of Use as well as the Registration Form.
- **TERMS OF USE:** these terms and conditions, which may be subject to change at any time.

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- QTB: is a payment platform allowing merchants to accept electronic payment from customers using any mobile money network or bank card through a payment interoperability gateway in accordance with instruction 42 of the BCC.
- REGISTRATION FORM: document containing the information of the application user.
- USER GUIDE: a document describing the use of the Multipay QTB platform, as well as the application associated with it.

## 2. DESCRIPTION OF THE QUICKTELLER COMMERCIAL PLATFORM

The Quick Teller Business is a multi-channel web and mobile acquiring platform that, as a payment gateway, allows users to accept electronic payments via credit and debit cards, electronic wallets (eWallets), through of unstructured supplementary service data (USSD) and with rapid response.

It also allows users to distribute the settlement or clearing of funds received via QUICKTELLER.

The QTB business platform can interact and connect to multiple bank accounts.

## 3. QUICKTELLER COMMERCIAL PLATFORM LICENSE

**3.1.** Multipay Congo grants the User of its platform the right to use the QTB on its website, or via a user's mobile application; in these specific cases, the user undertakes to respect the terms and conditions as established.

**3.2.** Multipay Congo grants the user a non-exclusive and non-transferable license to use the QTB business platform for the duration of these General Conditions, solely for the purposes of collecting payments via its website (communicated and approved

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by Multipay Congo, expressly in writing) for its goods and/or services (communicated and approved by Multipay Congo, expressly in writing).

However, apart from the measures specifically authorized by these General Conditions, the User cannot “sublicense”, transfer or assign his right to use the QUICKTELLER BUSINESS PLATFORM to others.

**3.3.** The user must comply with the implementation and use requirements contained in any Multipay Congo documentation accompanying the QUICKTELLER business platform and communicated to the User where applicable.

#### **4. USER RESPONSIBILITIES AND COMMITMENTS**

##### **4.1. The user:**

has). cannot under any circumstances make any guarantee in any form whatsoever, or even a representation of any kind whatsoever in relation to the Quick teller Business platform which could engage Multipay Congo or incur its liability in any way whatsoever.

b). must comply with all security or encryption standards, rules and procedures imposed by Multipay Congo.

vs). shall be and remain compliant with the Payment Card Industry Data Security Standard (PCIDSS) (where required by Multipay Congo), and follow the security of the applicable card system as required during the duration of these T&Cs.

d). must provide, if Multipay Congo requires it, a copy of its PCIDSS certificate of conformity, the applicable documentation such as the certificate of conformity and the conformity report and, where applicable, at each renewal thereof.

e). must ensure, if Multipay Congo requires it, that it has implemented protection and monitoring against fraud, a tool of the highest level, and provide proof thereof to Multipay Congo.

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- f). must establish connections to other systems that Multipay Congo may require from time to time.
- g). must inform Multipay Congo of any change in its bank account/settlement account details; said change will only be made when the user has provided tangible proof to Multipay Congo that it has communicated this change to the former settlement bank.
- h). must not use the cardholder's payment card details, including but not limited to primary account, number (PAN) or card number, personal identification number (PIN), the verification of the Value card (CVV), for any purpose other than that of facilitating the payment authorized by the card holder.
- i). must keep all digital certificates approved for site authentication current and valid and take all necessary measures to protect the security and secrecy of its site certificates.
- j). must inform Multipay Congo of any change in the Internet protocol address of its website used for different payment operations.
- k). must not offer for sale on its site any goods or services not expressly indicated when registering the User's website with Multipay Congo. In the event of default by the user, Multipay Congo must, without any liability incurred, immediately withdraw its services and thus terminate the QUICKTELLER Service BUSINESS PLATFORM contract provided under these T&Cs.
- L). must only accept payments and/or process refunds from cardholders or customers in connection with goods and/or services that have been provided to the relevant cardholder or customer.
- m). must carry out the necessary KYC (Know your customer) and due diligence on all its customers.
- not). must implement an authentication system that complies with the requirements and regulations of the Central Bank of Congo.

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- o). must, at the request of Multipay Congo, provide KYC documentation/information relating to one of its customers.
- p). must ensure that it has effective controls, safeguards, information technology security and internal controls for all its operations.
- q). shall not allow its affiliates or any third party to translate or reverse engineer, decompile, recompile, update or modify all or any part of the QUICKTELLER BUSINESS PLATFORM, or merge the QUICKTELLER BUSINESS PLATFORM with any other solution.
- r). must comply with the provisions of all applicable regulations, including those of the Central Bank of Congo, for the direct debit system in the DRC.
- s). must respect and implement the requirements of the Congolese Data Protection Law Regulation (NDPR).
- t). must have certificates such as the PCI/DSS, Self-assessment, A-EP Questionnaire, and provide Multipay Congo with a copy of it.
- u). must provide and maintain correct and updated information with Multipay Congo on a regular basis.
- v). must provide Multipay Congo with written confirmation from its designated settlement bank as well as account details with the Settlement Bank, which must be accompanied by a written acceptance from the bank to act as settlement bank, in the model and format required.
- w). when required by Multipay Congo, issue it with a letter of authorization designated “Bank Settlement”, giving Multipay Congo the power to debit its settlement account if the settlement amount, the next day, is not sufficient to offset outstanding chargeback requests.
- x). must provide Multipay Congo, as soon as possible, with all the information and/or documents it needs to validate the identity of the user.

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y). must be responsible for maintaining adequate security and control of all usernames, passwords, personal identification numbers (PINs), or other codes that it uses to access the QUICKTELLER Business Platform.

z). must comply with the Acceptable Use Policy, or any other policy or agreement duly communicated through legal channels.

aa). Must not infringe the copyright, patent, trademark, trade secret or copyright of Multipay Congo or any third party, other intellectual property rights or rights of publicity, or privacy.

bb). must not engage in illegal or suspicious activities and/or transactions.

CC). must not use the Services in a manner that would interfere with the actions of Multipay Congo, a card system or any other electronic system of the funds transfer network reasonably related to an abuse of the card system or a violation of the cards.

dd). shall not disclose or distribute another user's information to any third party, or use the information for marketing purposes, except with the written consent of the owner.

ee). must not facilitate any virus, Trojan horse, worm or other computer programming routine in such a way as to cause any harmful damage, interfere, intercept or surreptitiously expropriate any system, data or information.

ff). must not use anonymizing proxies, use any robot, spider, other automatic or manual device, process to monitor or copy the Multipay Congo platform, without the prior written consent of the Intercomputer.

gg). must not use any device, software or routine to bypass robot exclusion headers or interfere with Multipay Congo's website or services.

hh). shall not use or display any Card Scheme Acceptance Marks upon termination of these Terms and Conditions or upon notice, cease such use or display.

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ii). must ensure any use of a card system acceptance mark in advertising, acceptance stickers or signs, be in compliance with the applicable card system, as it may be in force from time to time, in accordance with standards.

not a word). must maintain a policy that does not discriminate between customers wishing to make purchases with a payment card, payment ok.

kk). shall not engage in an acceptance practice that discriminates against or discourages the use of any card, mark of acceptance in the service of any other customer or competitor.

ll). must not indicate that it requires a minimum or maximum transaction amount to accept a valid and duly presented payment, unless required by applicable laws and regulations.

mm). must not impose, as a condition of acceptance of the card, the obligation on the cardholder to waive a right to dispute a transaction.

nn). shall be responsible for the conduct of its employees, agents and representatives.

oo). clearly and conspicuously disclose to the cardholder at all points of interaction other than the name of the merchant, so that the cardholder can easily distinguish the merchant from any other, via location (address physical) of the merchant to allow the cardholder to determine, among other things, whether the transaction will be a domestic transaction or an international transaction.

pp). must disclose its location before the cardholder is asked to provide their card information.

qq). must guarantee the country name and location, as disclosed to the cardholder at the time of purchase. The interaction on transaction receipts is the same as that provided in the authorization, and clear transaction messages.

rr). must carry out its activities and fulfill its obligations in accordance with the laws and regulations.

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ss). must immediately report all instances of data compromise to Multipay Congo, upon discovery.

tt). must comply with applicable rules regarding card systems.

uu). must submit to any procedural and financial audit conducted by and on behalf of Multipay Congo, or a card system.

vv). must cooperate fully with any investigation until it is completed, if it is the subject of a forensic assessment.

ww). must, if you use or intend to use a service provider in connection with the QUICKTELLER Business Platform or the Service below, either:

- provide Multipay Congo with information about all service providers that the merchant uses or intends to use.
- validate that service providers are certified as compliant with PCI DSS or similar, an established standard for data security.

xx) . shall not engage in any activity likely to create harm or loss to the goodwill of Multipay Congo or the brand or payment system of any applicable card system.

yy). must inform and obtain the consent of each customer before activating recurring payments for such customer.

zz). must ensure that they select the correct business category when onboarding on the platform.

aaa). must be aware of the possibility of a chargeback; to do this, he must register regularly, and provide sufficient proof for this so that his account is not debited and/or suspended.

bbb). must retain all transaction records and proof of value provided to the customer for presentation when a claim or chargeback is recorded therein.

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ccc). must have operational structures and processes in place to address all customer concerns, including chargeback requests.

ddd). must inform Multipay Congo in writing of any changes to its ownership structure.

eeee). must ensure that its refund policy is clearly visible to all customers on its platform.

fff). shall authorize Multipay Congo to debit its account for settlement of claims against it and understand that all liabilities/claims under this Agreement shall be treated as a loan and, in this regard, gives a Global Standing Instruction (GSI) to access to all accounts in the DRC.

ggg). must fully support Multipay Congo or its agents, in the process of recovering fraud committed by them, its customers, employees, representatives, agents or by any third party.

hhh). must promptly provide all information/documentation requested by Multipay Congo in accordance with the clauses above.

#### **4.2. In the event of no written agreement to the contrary between the Parties:**

The User then acknowledges and accepts that he will be (at his own expense) solely responsible for the entire duration of these T&Cs for the supply of all equipment, software, systems and telecommunications installations necessary to enable the User to receive the Services.

**4.3. The User:** accepts that only the website expressly indicated when registering with Multipay Congo must be integrated into QUICKTELLER BUSINESS PLATFORM, and derive the services provided.

**4.4. To allow the User's website to interact with Multipay Congo payment systems:**

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The user will receive application programming interface codes to install on their computer. The user will have full responsibility for the integration process, and Multipay Congo shall not be responsible for any defect or failure to integrate with payment systems. However, any integration will be subject to successful completion of Multipay Congo's integration acceptance tests before going live.

**4.5. The user:** will be liable (including, but not limited to, any costs, losses or damages, whether arising from data stored or transmitted on or through the QUICKTELLER COMMERCIAL PLATFORM); or any use of passwords or identification codes assigned by Multipay Congo.

**4.6. The User:** shall observe and comply with all security measures and instructions prescribed by Multipay Congo, any applicable card system or any bank, in particular regarding any card transaction or when the customer (card holder) gives a payment instruction.

**4.7. The User:** must inform Multipay Congo as soon as possible of any security breach, abuse, irregularity, suspected fraudulent transaction, account numbers or suspicious activities that may be linked to attempted fraud or other illegal activities during any the duration of use of these CUG.

**4.8. The User:** is solely responsible to and for his customers (cardholders) online on his site, and his use of payment systems. The User understands and agrees that in no case does the use of the Site or the payment systems imply that Multipay Congo approves, sponsors, certifies or otherwise guarantees the sale or use of the User's products.

**4.9. The User:** must take all measures to keep secure and confidential any information or data related to transactions initiated on the User's website. In the event that any such information is lost, stolen or otherwise compromised, the User shall immediately report it and give written notice of such event to Multipay Congo, whereupon the User shall take immediate steps to remedy the loss. situation, and prevent it from happening again.

**4.10. The User is prohibited from:**

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has). to accept payments from the cardholder for previously disputed card charges incurred by the user.

b). to submit any transaction in the payment system that is illegal or that the user knows or should have known was illegal. Transactions must be legal both in the cardholder's jurisdiction and in the user's Jurisdiction.

vs). to submit a transaction in the payment system that the user knows or should have known to be fraudulent or unauthorized by the cardholder.

d). to require a cardholder to complete a postcard or similar device that includes one of the following, clearly visible when mailed: the cardholder's account number, the date of expiration of the card, signature or other card account data.

e). to request card verification value 2 (CVV2) data on any paper order form.

f). disburse funds in the form of cash to a cardholder.

g). create a transaction for a cardholder who is attempting to refinance a bounced check or past amount owed.

h). submit transactions on behalf of other entities.

i). to split a transaction in order to avoid a single authorization for the total amount of the purchase.

## 5. TRANSACTION LIMITS

Multipay Congo reserves the right to impose transaction limits on QUICKTELLER BUSINESS PLATEFORME for any reason, upon notification to the User.

## 6. FEES AND SERVICE CHARGES

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**6.1.** Multipay Congo will be entitled to a fee for each successful transaction via the QUICKTELLER BUSINESS PLATFORM as detailed below:

has). 1.5% fee (with a maximum cap of .....FC) per successful card transaction, excluding VAT.

b). For each successful transaction made with an international card, the fee is 3.8%, with exclusive VAT.

**6.2.** Multipay Congo reserves the right to revise these fees, as well as any other fees from time to time, based on notice to the User.

**6. 3.** Multipay Congo will deduct all fees and charges from successful transactions before remitting them to the user.

**6.4.** All payments to be made by the User on this service will be payable without charge, as will any deduction, claim, counterclaim, compensation, notice or demand.

**6.5.** No fees or charges incurred by the User in connection with this service will be timely refundable in the event of termination, regardless of the cause.

**6.6.** The User acknowledges that Multipay Congo may be subject to compliance with instructions received from member banks of the Multipay network for any transaction on/to the User's designated account and agrees that no liability will be attributed to Multipay Congo for following such instruction.

**6.7.** If for any reason, a Bank where the User's designated account is domiciled ceases to belong to the network, the User must, within 14 working days following receipt of written notice from Multipay Congo, provide an account for purposes of transactions with one of the other participating banks.

**6.8.** When complaints exceed 1% of the user's total sales processed within one month, Multipay Congo reserves the right to put the User on a chargeback tracking service, which may be subject to applicable fees, as communicated by Multipay Congo. A user will be liable for fees and charges at least 6 months after the last transaction processed.

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No transaction settlement will take place on the non-settlement days provided below:

has). any day that banks in the Democratic Republic of Congo are not open for business.

b). Sundays and public holidays, as published and declared in the DRC, in this case, transactions made on these days will be paid and settled immediately on the following day, which does not correspond to any of the non-settlement days.

## 7. SETTLEMENT OF TRANSACTION FUNDS

**7.1.** Multipay Congo will regularly make settlements of funds cleared and received by Multipay Congo to the account of Users domiciled with the Settlement Bank, on a T+1 basis (“T” being the day after the transaction).

**7.2** The User has no right to object to any receipt of an amount after the expiration of a period of 7 clear days.

## 8. COMPENSATION

**8.1.** The user shall indemnify and hold Multipay Congo harmless for all actions, proceedings, costs, claims, demands, charges, expenses (including legal fees), liabilities, fines, levies, losses and damages, whether they arise from a tort, contract or common law, which Multipay Congo may suffer or incur to the extent arising therefrom, or because of connection with:

has). any claim brought against Multipay Congo by a customer, cardholder, card system, card issuer, other financial institution, acquirer or other third party resulting from a transaction, whether previously delivered to the User.

b). any claim brought against Multipay Congo arising out of any aspect of these Terms and Conditions (including, but not limited to), and in connection with any security breach as described in these Terms and Conditions, compromise or theft of data held by the User or on behalf of the User, whether or not such security is the

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violation, compromise, or theft of data being within or outside the control of the user);

vs). the execution or attempted execution of these General Conditions (which includes the recovery or attempted recovery of any sum owed to Multipay Congo, under these General Conditions).

d). the protection of the interests of Multipay Congo in relation to any aspect of the parties' relations, relationship under these General Conditions (including the cost of any third party designated by Multipay Congo or requested by Multipay Congo for this purpose).

e). a breach by the User of one of the provisions of these T&Cs.

f). any transaction (including a transaction that later turns out to be fraudulent).

g). with respect to any negligent act, omission or willful misconduct on the part of the user or its agents.

h). any modification or addition to the QUICKTELLER BUSINESS PLATFORM not planned or approved by Multipay Congo.

**8.2.** If you are a partnership, each partner will be jointly and severally liable under these terms and conditions.

**8.3.** In the event of the occurrence of an event resulting in any damage, loss, liability or expense to Multipay Congo as set out in this clause 7, the user hereby agrees and authorizes Multipay Congo to immediately debit their account to the Settlement.

**8.4.** The user agrees that if fraudulent activity is associated with the operation of his accounts, Multipay Congo will have the right to apply restrictions to this account, and to report to the competent authorities, as well as to law enforcement agencies.

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## 9. REFILLS AND REFUNDS

**9.1.** In certain circumstances, card issuers, card schemes and/or other financial institutions may require reimbursement for a transaction previously settled and/or delivered to a User, despite authorization having been obtained from the card issuer and/or other financial institution (such circumstances being a “chargeback”).

**9.2.** The user acknowledges and accepts that under all applicable rules, regulations and operating conditions of the guidelines issued by the Reference Institutions, the Central Bank of Congo relating to cards, transactions and other methods of payment and processing of data, the User may be required to reimburse Multipay Congo for chargebacks in cases where the User has accepted payment in respect of the relevant transaction.

**9.3.** All chargebacks must be for all or part of the settlement value of the original, or an amount equivalent to the original settlement currency at the exchange rate stated for settlement purposes on the day the chargeback is processed.

**9.4.** In the event of a chargeback, Multipay Congo will immediately have the right to debit the user's account according to their Settlement Bank, and/or make a deduction from any discount and/or invoice.

It is up to the User to recover:

has). the total amount of the chargeback concerned; And

b). any other costs, expenses, liabilities or fines that may be incurred as a result of connections with such chargeback (“Chargeback Costs”).

**9.5.** A chargeback represents an immediate liability of the user to Multipay Congo, or the full amount of any chargeback and/or

any chargeback fees shall not be debited by Multipay Congo from the User's merchant bank account, or deducted from any remittance, or charged while Multipay Congo shall have the right to otherwise recover from the User by others channels the total amount of such chargebacks and chargeback costs (or the balance thereof, as applicable).

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**9.6.** Multipay Congo will not be obliged to investigate the validity of any chargeback made by any card, Issuer, card system or other financial institution whose decision will be final and binding with respect to any chargeback.

**9.7.** As chargebacks may occur long after the transaction date, User acknowledges and agrees that, notwithstanding any termination of this relationship for any reason, the relevance of the chargeback remains.

**9.8.** Multipay Congo will remain entitled to recover chargebacks and chargeback costs (and/where provided with any guarantee, entity or security relating to the User, obligations under this relationship) with respect to all chargebacks that arise in connection with transactions carried out during their duration.

**9.9.** Multipay Congo reserves the right to transmit and immediately recover from the User all fines incurred and/or impose additional costs on the User, and/or terminate the relationship immediately if it considers that the value total refunds and/or chargebacks is unreasonable.

**9.10.** The user acknowledges that it is his or her responsibility to demonstrate that he or she is satisfied with Multipay Congo (or the relevant card issuer, or other financial institution), and that the debit of a customer or the account of the holder of the card has been authorized by this customer or cardholder and this value has been given to the customer.

## **10. SECURITY/DEPOSIT**

**10.1.** When Multipay Congo deems it necessary, it then reserves the right to require that the user be able to provide (or have provided) a guarantee in a form agreed by the Parties in order to guarantee the execution of the real, possible or potential obligations of the users under these T&Cs; otherwise, in relation to the services below, this guarantee may take the form of a cash deposit, a rolling reserve, government security via its instruments (Treasury bills and bonds), a bank guarantee or insurance guarantee, or any other guarantee or compensation.

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Multipay Congo reserves the right to unilaterally request an increase in the level of security held.

**10.2.** Multipay Congo may require that any warranty provided be supplemented or replaced at any time.

**10.3.** Upon termination of these Terms and Conditions, Multipay Congo may retain such amount on security (if any) and the settlement amounts due to the User over time may be determined by Multipay Congo to cover the risk of chargeback, the risk of reimbursement or any potential loss, damage, penalties, costs that could be incurred by the User for a period of one hundred and eighty (180) working days.

If this withheld amount is not sufficient to cover all unpaid amounts of the User after termination, the Merchant will ensure to pay all outstanding amounts within ten (10) working days following receipt of the notice. remains, and Multipay Congo must always be indemnified in this regard.

## **11. COMMITMENTS OF MULTIPAY CONGO**

**11.1.** Multipay Congo shall provide the Services with reasonable care and skill and in accordance with all applicable laws and regulations.

**11.2.** Multipay Congo guarantees that it has the right and authority to grant the user the set of licenses in accordance with article 2, and in accordance with the terms of these T&Cs.

**1 1.3.** Limitations of Warranties: To the fullest extent permitted by law, except as expressly stated in these terms and conditions, Multipay Congo excludes all warranties, conditions, terms, representations or undertakings, whether express, implied, statutory or otherwise, including, but not limited to, any conditions or warranties of merchantability or fitness for a particular purpose.

Multipay Congo does not warrant that QUICKTELLER BUSINESS PLATFORM will meet User requirements, that QUICKTELLER BUSINESS PLATFORM will be uninterrupted, secure or error-free, or that any errors will be corrected.

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**11.4.** Multipay Congo will not be liable to the user if the user suffers a loss resulting from a breach of the security and integrity of the User's Site, hardware or software related to this service.

**11.5.** Under no circumstances will Multipay Congo be liable to the User for any amount beyond the transaction fees that have been accrued by Multipay Congo on transactions emanating from these CUG, during the month immediately before the date on which the occurrence occurs. first complaint of this type.

**11.6.** No liability will be incurred against Multipay Congo more than one (1) year after the accumulation of the cause of such liability; it is further agreed that the limitations of liability, expressed herein, will benefit and apply to all subsidiaries, both direct and indirect, and other affiliated companies of Multipay Congo.

**11.7.** The limit of liability applies regardless of the number of claims.

**11.8.** Multipay Congo will not be responsible for any loss occurring during routine maintenance of its platform, of which it has informed the User.

**11.9.** Multipay Congo will not be responsible for the actions or inactions of any third party not acting on the instructions of Multipay Congo; Multipay Congo will also not be responsible for actions or inactions not directly traceable to it.

**1 1.10.** Any third-party software application that the User uses on or with the QUICKTELLER BUSINESS PLATFORM is subject to the license agreed between the User and the third party providing such software. Multipay Congo does not own, control or have any responsibility for any third-party software applications used on or with the QUICKTELLER BUSINESS PLATFORM.

## **12. PROTECTION OF PRIVACY AND PERSONAL DATA**

All subsidiaries and partners operating the QUICKTELLER BUSINESS PLATFORM have security measures within the framework of the privacy and personal data protection policy in accordance with international requirements. Multipay Congo cannot therefore share, popularize or publish personal information,

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except within legal limits, as required by the laws of the Democratic Republic of Congo.

### 13. LIMITATION AND EXCLUSION OF LIABILITY

To the extent permitted by applicable laws, under no circumstances will Multipay Congo and its subsidiaries, affiliates or any of their shareholders, directors, officers, employees, agents or licensors, be held (individually or jointly) liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, loss of profits or revenue, personal injury or any other special, accidental, direct, indirect damage, any damages of any nature whatsoever and any other damage, even if foreseeable, arising from or in connection with the use or inability to use the QUICKTELLER BUSINESS PLATFORM, use or reliance on any content displayed on our site, or any information, content, materials, services, products included or made available to you through the QUICKTELLER BUSINESS PLATFORM.

The service is controlled and offered by Multipay Congo from its facilities. All those who access or use the Service from other jurisdictions do so on their own initiative and are responsible for compliance with local laws.

### 14. GUARANTEES

**14.1.** The User guarantees that he is duly registered and has full legal and social capacity and enjoys the authorization to accept these general conditions and to fulfill the obligations and responsibilities created herein.

**14.2.** User further warrants that it has the required licenses and regulatory approvals to conduct business and participate in this transaction and nothing contained in the transaction constitutes a violation of any law, regulation, patent, copyright or other right existing intellectual property, property in its country(ies) of domicile and operation.

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**14.3.** User warrants that it has adequate information technology controls, safeguards and security, and effective internal controls for all its operations.

**14.4.** The user guarantees that he will carry out the necessary KYC (Know your customer) and due diligence on all his customers.

**14.5.** The user will keep Multipay Congo indemnified against all actions, claims, proceedings and any legal costs or other expenses arising from any breach of the above warranties or from any third-party claim based on facts which, if justified, would constitute such a breach or a breach of another relevant legal or contractual obligation.

## **15. DATA REQUEST AND INTEGRITY**

**15.1.** To enable us to comply with applicable laws, including but not limited to anti-terrorism, financial services, anti-tax evasion and anti-money laundering laws and regulations imposing customer due diligence requirements (“CDD”), as well as with the card system requirements, the User must, before accepting these T&Cs, then at our first request, provide information about themselves, and in particular on its financial situation, its solvency and liquidity, its activities, its terms of acquisition and payment processing, its shareholders, its beneficial shareholders, the User's Products/Services, its head office address, as well as all licenses and regulatory registrations required to sell a Merchant Products/Services (hereinafter defined as “Merchant Subscription Data”).

**15.2.** The User unconditionally guarantees that all Merchant Subscription Data it provides to Multipay Congo is correct and up to date and undertakes to provide Multipay Congo at least five (5) Business Days written notice of any material change in the merchant's subscription, data including (but not limited to) any change in its directors, shareholders and/or ultimate beneficial owners.

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**15.3.** In addition to the data specified in clause 15.1 above, Multipay Congo may also, from time to time, request the User to provide additional financial and other information such as relating to: (i) current delivery dates, actual or anticipated transactions processed; (ii) estimates for the average time between Transaction authentication and the associated delivery date; (iii) The user's ability to provide its Products/Services, and/or (iv) the financial situation, solvency and liquidity. The merchant must provide the requested information within five (5) business days of our written request.

**15.4.** If the User does not provide the requested data in accordance with the provisions of this clause, Multipay Congo reserves the right to suspend access to the Quick teller for Business Platform until this data is provided.

**1 5.5.** The User agrees that Multipay Congo may carry out additional checks on the User's identity, creditworthiness and background by contacting and consulting the relevant and government records of the authorities or any other relevant source.

**15.6.** The User hereby authorizes Multipay Congo to submit the Merchant's subscription data, or any other relevant source of information received from the User to the applicable card scheme or third party, Payment Processor to obtain authorization for provide access to their payment methods for the User, or for any purpose related to ongoing monitoring.

## **16. DISPUTES**

**16.1.** Multipay Congo will not be involved in any dispute that may arise between the User and his client.

**16.2.** If a dispute arises between the partner and the User in connection with the interpretation, implementation or operation of these T&Cs or its subject matter, or relating to the validity of any document provided by Multipay Congo or the User under these General Conditions which cannot be resolved amicably by them within 10 days following notification of the dispute by either of them Multipay Congo and the User and their legal representatives will meet as soon as possible to examine whether there is a possibility of resolution by mediation or conciliation.

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**16.3.** If Multipay Congo and the User do not agree to submit a dispute to mediation or conciliation under the competent courts and tribunals of the State, the matter must refer the dispute to a court of competent jurisdiction.

**16.4.** The provisions of this clause:

has). constitute irrevocable consent on the part of Multipay Congo and the user to any proceeding in terms hereof, and no party shall have the right to withdraw therefrom or claim any such proceeding that it is not bound by these provisions; And

b). are severable from the rest of these Terms and Conditions and will remain in force despite the termination or invalidity of these Terms for any reason.

**16.5.** This clause will not prevent Multipay Congo or the user from obtaining an urgent provisional measure from a competent court while awaiting the decision of the mediator or conciliator.

**16.6.** The mediator or conciliator may, in any dispute involving a technical question or the financial nature is relevant, appoint an evaluator with the required experience to assist the mediator or conciliator in the mediation process.

## **17. TERMINATION OF SERVICE**

**17.1.** These T&Cs will take effect on the date of acceptance by the User and will remain in force until terminated in accordance with the provisions contained herein.

**17.2.** Multipay Congo and the User are permitted to terminate the General Conditions by giving three (3) months' written notice to the other of their intention to do so.

**17.3.** Multipay Congo has the right to immediately suspend the provision of the service or to terminate the service and apply these T&Cs at any time with immediate effect by notification to the User if:

has). the user violates any of the provisions herein.

b). the user does not pay any amount due under these terms and conditions.

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vs). Multipay Congo considers (in its sole discretion) that the total value of refunds and/or chargebacks are unreasonable.

d). the user fails to comply with any applicable trading limit or floor limit.

e). the user submits a transaction in a situation where the user does not give the relevant customer or cardholder the mentioned goods, services or other facilities which he or she might reasonably expect to receive.

f). the user becomes insolvent, or action is taken for liquidation, liquidation, bankruptcy, receivership, administration or dissolution (or something analogous to the foregoing occurs in any jurisdiction).

g). the user enters or proposes any arrangement with creditors generally.

h). something happens to the User, or a matter is brought to the attention of Multipay Congo which, in its absolute discretion, considers that it may affect the ability or willingness of the User to comply with all or part of it. any of the obligations or responsibilities herein.

i). any other change in the user's situation (including a deterioration or modification of the user's conditions of use (financial situation) or in the nature of the User's activity or in the property and/or services provided by the User to Customers or Cardholders, which Multipay Congo in its sole discretion considers important for the continuity of the Services or any facilities made available to the User.

j). the User ceases to carry out his activities or changes sector of activity without informing Multipay Congo.

k). Multipay Congo, in its sole discretion, determines that the relationship with the User's business represents an increased risk of loss or liability.

L). anything that happens to the user or is brought to the attention of Multipay Congo in relation to the user or arising out of or incidental to the user's activity or the conduct of the user's activity ( including commercial practices and individual activities) or the user engages in commercial or individual practices, activities which, in the

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absolute discretion of Multipay Congo, are considered disreputable or likely to harm the reputation of Multipay Congo or that of one of the card systems or other Establishments, detrimental to the activities of Multipay Congo or to those of one of the card systems or another financial institution or which may or gives rise to fraud or any other criminal activity or suspicion of fraud or any other criminal activity;

m). fines or any other claims are brought against Multipay Congo by any card scheme, financial institution or any other third party arising from any aspect of the relationship between the parties (including in relation to any security breach, compromise or theft of data held by or on behalf of the User, whether or not such security breach, compromise or theft of data occurred outside of the User's control);

not). the user undertakes commercial practices to which Multipay Congo has not consented.

o). Multipay Congo or any affiliate has the right to terminate all terms and conditions or enforce any security of the user or the user's affiliate.

p). any card scheme, financial institution, acquirer or regulator introduces additional conditions and conditions or modifies the terms and conditions relating to this service.

q). the user is involved in any activity which, in the opinion of Multipay Congo, could create harm or loss to the goodwill of a card system.

r). Multipay Congo is required or requested to do so by any card scheme, financial institution, regulatory body or government agency.

## 18. CONSEQUENCES OF TERMINATION

**18.1.** upon termination of these Terms and Conditions and/or the Service, all rights and obligations of either party will immediately cease to have effect, except:

has). provisions of the Terms which, expressly or impliedly, have effect after termination will continue to be enforceable notwithstanding such termination; And

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b). termination will not affect the rights and obligations acquired by Multipay Congo or the user under the T&Cs on the date of termination.

**18.2.** Upon or at any time after Termination, the User must immediately pay all amounts due under the service and, for the avoidance of doubt, Multipay Congo remains entitled to withhold sums, to offset any sums and to recover any Chargebacks and Chargeback Costs in accordance with the relevant provisions herein.

## **19. APPLICABLE LAW**

These General Conditions are governed by the laws of the Democratic Republic of Congo.

## **20. WAIVER**

The failure of either Party to enforce any provision of these Terms and Conditions will not constitute a waiver thereof or affect that party's rights thereafter to enforce them.

## **21. ASSIGNMENT**

**21.1.** Neither Party will assign any of its obligations under these Terms and Conditions without the prior written agreement and consent of the other Party, which may not be unreasonably withheld.

**21.2.** Notwithstanding any provision of this Agreement, Multipay Congo shall have the right to assign all or part of this relationship with a card system upon written notice to the User.

## **22. CONFIDENTIALITY**

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**22.1.** The User undertakes to keep confidential all information [written or oral] concerning the business and affairs of Multipay Congo that it has obtained or received following discussions leading to or acceptance of these general conditions, except what is [a] already in its possession other than as a result of a breach of this clause; or [b] in the public domain other than as a result of a breach of this clause. And the User undertakes to take all necessary measures from time to time it will be necessary to ensure compliance with the provisions of this clause by its employees, agents and subcontractors. The confidentiality obligations will survive the termination of these Terms.

**22.2.** Multipay Congo will have the right to disclose any transaction data or any other information relating to the User to a card system.

## **23. INTELLECTUAL PROPERTY**

Nothing stipulated in these General Conditions constitutes a transfer or assignment by Multipay Congo of any Intellectual Property Rights held or otherwise controlled by it.

## **24. FORCE MAJEURE**

If compliance with these Terms and Conditions or any obligation hereunder is prevented, restricted or interfered with due to circumstances beyond the reasonable control of the party obligated to perform the party so affected shall be excused from performance in the extent of the impediment, restriction or interference, but the party so affected will use its best efforts to avoid or eliminate the causes of non-performance and will continue performance under these General Conditions with the greatest diligence whenever such causes are removed or diminished.

## **25. CONFIDENTIALITY DECLARATION**

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**25.1.** the user acknowledges that by using the QUICKTELLER BUSINESS PLATFORM, Multipay Congo will know and store certain of their personal information (full name, telephone number and email address).

**25.2.** Multipay Congo may use the user's personal information to:

has). provide the service, process transactions and send user information.

b). provide, maintain and improve the Services.

vs). send support and administrative messages to the user.

d). respond to user inquiries and requests.

e). provide customer service.

f). inform the user of products, services, promotions, rewards and events offered by Multipay Congo and third parties; And

g). a better understanding of user needs by combining it with information collected from others with the aim of improving service delivery.

**25.3.** Multipay Congo may disclose any information it collects about the User to third parties as indicated below:

has). to regulatory bodies.

b). to financial institutions.

vs). to businesses, such as email service providers that provide marketing services on behalf of Multipay Congo.

d). to events at BUSINESS PLATFORM.

e). if disclosure is required under applicable law, securities regulations or governmental order, decree, regulation or rule or by court order.

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**25.4.** the user consents to the processing and transfer of his or her information during and after using the QUICKTELLER BUSINESS PLATFORM.

**26.** Regulatory status: Multipay Congo SA operates under the regulatory supervision and license of the Central Bank of Congo (BCC).

**28.** Know Your Customer (KYC) Requirement: Customers must provide full KYC (Know Your Customer) before being allowed to initiate live transactions.

**29.** Non-custodial management of funds: It is expressly indicated that Multipay Congo SA cannot engage in the holding or management of the custody of client funds in any form whatsoever, and under any circumstances whatsoever, and therefore declines all responsibility in this regard.

### **30. FIGHT AGAINST MONEY LAUNDERING AND FINANCING OF TERRORISM**

Multipay Congo SA or its partners reserve the right to block all transactions that violate the instructions of the Central Bank of Congo or international laws regarding the fight against money laundering or the financing of terrorism.

As a customer, by using the QUICKTELLER BUSINESS PLATFORM, you undertake to respect all these laws and to avoid any activity prohibited by the laws relating to money laundering and the fight against terrorism. Such an approach would expose you to exclusion from the platforms, and to a blocking of your access accounts without prejudice.

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