

SIGN UP FORM



Name of Client

Date

Pesapal Ltd

Dagoretti Lane, Off Naivasha Rd.

P.O Box 1179 - 00600

Nairobi, Kenya



+254 (0) 709 219 000



info@pesapal.com



www.pesapal.com

PART A - INDIVIDUAL AND / OR ORGANIZATION IDENTITY AND SERVICE SELECTION

	DETAILS / PARTICULARS	
1	NAME OF INDIVIDUAL / ORGANISATION	
2	INDUSTRY / PROFESSION/OCCUPATION / TYPE OF BUSINESS	
3	PHYSICAL ADDRESS (STREET, PLOT / BUILDING NAME, FLOOR)	
4	POSTAL ADDRESS	
5	CITY / TOWN	
6	OFFICE PHONE NUMBER	
7	EMAIL ADDRESS	
8	SERVICE REQUIRED (TICK WHERE APPROPRIATE)	OPEN FLOAT <input type="checkbox"/> PESAPAL PAYMENT SERVICES <input type="checkbox"/>

PART B – AUTHORISED SIGNATORY / MANDATE / CONTACT PERSON DETAILS (FOR ORGANISATIONS ONLY)

	CONTACT 1	CONTACT 2	CONTACT 3
FULL NAME			
POSITION IN THE ORGANISATION			
EMAIL			
PHONE NUMBER			

PART – C – BANK ACCOUNT DETAILS

	ACCOUNT 1 (KES)	ACCOUNT 2 (USD)
NAME OF BANK		
BRANCH NAME		
ACCOUNT NAME		
ACCOUNT NUMBER		

PART – D - KINDLY PRESENT COPIES OF THE REQUIRED DOCUMENTATION

LIMITED COMPANY	PARTNERSHIP	SOLE PROPRIETOR
• CERTIFIED CERTIFICATE OF INCORPORATION <input type="checkbox"/>	• CERTIFICATE OF REGISTRATION <input type="checkbox"/>	• ID / PASSPORT <input type="checkbox"/>
• LAST FILED ANNUAL RETURN / LATEST CR.12 <input type="checkbox"/>	• LATEST FILED RETURNS <input type="checkbox"/>	• BUSINESS PERMIT / BUSINESS CERTIFICATE <input type="checkbox"/>
• CANCELLED CHEQUE FROM BANK / LETTER CONFIRMING BANK DETAILS <input type="checkbox"/>	• CANCELLED CHEQUE FROM BANK / LETTER CONFIRMING BANK DETAILS <input type="checkbox"/>	• BUSINESS REGISTRATION <input type="checkbox"/>
• COMPANY PIN <input type="checkbox"/>	• PARTNERSHIP KRA PIN / PARTNERSHIP DEED <input type="checkbox"/>	• KRA PIN <input type="checkbox"/>
• MINUTES OR RESOLUTION <input type="checkbox"/>	• MINUTES OR RESOLUTION AUTHORISING ENTRY INTO BUSINESS DEALING WITH PESAPAL <input type="checkbox"/>	• CANCELLED CHEQUE FROM BANK / LETTER CONFIRMING BANK DETAILS / BANK STATEMENT <input type="checkbox"/>
• AUTHORISING ENTRY INTO BUSINESS DEALING WITH PESAPAL <input type="checkbox"/>	• ID / PASSPORT OF DIRECTORS <input type="checkbox"/>	
• ID / PASSPORT OF DIRECTORS <input type="checkbox"/>	• DIRECTORS KRA PIN <input type="checkbox"/>	
• DIRECTORS KRA PIN <input type="checkbox"/>		

PART E - DECLARATION AND SIGNATURE

I / WE (NAME OF INDIVIDUAL / PARTNERSHIP) CONFIRM THAT THE INFORMATION INDICATED IN THIS FORM IS TRUE AND ACCURATE AND I / WE FURTHER CONFIRM THAT WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS APPEARING OVERLEAF AND THAT I / WE AGREE TO BE BOUND BY THEM.

SIGNED ON BEHALF OF THE CUSTOMER

NAME

☐☐☐☐☐☐☐☐

DAYMONTHYEAR

IN THE PRESENCE OF

NAME

ADDRESS DESIGNATION

SCHEDULE 1 – CHARGES AND COMMISSIONS

	TYPE OF PAYMENT	FEES	PLEASE TICK
1	ONLINE PAYMENTS	3.5	
2	POS	2.9	
3	MOBILE MONEY ON POS	1.5	
4	TICKETSASA	10%	
5	COMPLIMENTARY TICKETS / BARCODES	KES 50 (PER TICKET)	
6	TERMINAL	KES 8,999, USD 90	

SIGNATURE & STAMP

TERMS & CONDITIONS FOR USE FOR THE PESAPAL SERVICE

These Terms and Conditions together with the application form (together “the Agreement”) contains the complete terms and conditions that apply to Merchant’s participation in Pesapal’s Service and supersedes all other agreements entered into between the Client and Pesapal in relation to the provision of the Service. By using the Services, the Merchant agrees that it has read and understood these terms and conditions and agrees to be bound by them.

1. INTERPRETATION

- 1.1. In this Agreement, unless the context otherwise requires:
- a) **“Agreement”** means this these terms and conditions, including any schedules, bulletin, document accompanying it,
 - b) **“Business Day”** means a day on which banks in Kenya are open for business excluding Saturday and Sunday.
 - c) **“Card Not Present Transaction”** means a Transaction where a Payer cannot physically present the payment instrument to the Merchant for purposes of verification by the Merchant;
 - d) **“Card Issuer”** means a financial institution that issues a payment instrument to a Payer for purposes of facilitating Payments;
 - e) **“Confidential Information”** means information that either Party considers to be proprietary or confidential and which was previously or is hereafter made available or otherwise discovered by the other Party in the course of its activities related to this Agreement; and Information relating to a Payer, his accounts, balances and credit history that is held by the Merchant in the ordinary course of carrying on its business of providing services to its customers/clients, passwords, personal identification numbers and other credential information used by a Merchant for purposes of utilising the Services.
 - f) **“Designated Goods and/or Services”** means such goods and services which a Payer can purchase from a Merchant utilising E-Value as may be approved by Pesapal and communicated to Merchants using available channels.
 - g) **“Electronic Log File”** means an electronic record kept by Pesapal in which all Transactions are recorded.
 - h) **“E-Value”** means monetary value electronically issued and stored on the Openfloat Network backed by cash in a bank account held by the Pesapal Trustee in accordance with the Trust Deed and which can be utilised by Merchant for purposes of making sales to its customers for Designated Goods and/or Services;
 - i) **“Fee” or “Charges”** means the fee charged by Pesapal to the Merchant for every Transaction as set out in the Charges Schedule as may be amended from time to time by Pesapal.
 - j) **“Merchant”** means the person (excluding Payers) accepting these terms and conditions who utilizes the Pesapal Services for purposes of receiving Payments and carrying out Transactions.
 - k) **“Openfloat Network”** means the proprietary solution owned by Pesapal that facilitates the storage and transacting of E-Value Payments by Merchants.
 - l) **“Payer”** means a customer or client of the Merchant.
 - m) **“Payments”** means the transfer of value from a Payer to the Merchant utilising the Pesapal Network. Payments can also be made to a Merchant through E-Value.
 - n) **“Pesapal Network”** means the online proprietary platform managed by Pesapal that facilitates Payments between Payers and Merchants.
 - o) **“Pesapal Trustee”** means Pesapal Holding Company Limited and holding all funds subject to a Transaction on trust pursuant to the Trust Deed.
 - p) **“Pesapal Website”** means www.pesapal.com
 - q) **“POS Device”** means a point of sale device issued by that can be utilised for the purposes of making Transactions.
 - r) **“Services”** means the services offered by Pesapal to its Merchants to facilitate Transactions, Payments and purchases of E-Value pursuant to the terms and conditions set out in this Agreement.
 - s) **“Third Party Integrated Network”** means a mode or means of payment facilitated by a Third Party Network Operator and connected to Pesapal’s Network.
 - t) **“Third Party Network Operator”** has the meaning set out in clause 5.2 and includes a Card Issuer.
 - u) **“Transaction”** means Payments and includes inflows and outflows of E-Value into or out of a Merchant’s Wallet.
 - v) **“Trust Deed”** means the declaration of Trust made by the Pesapal Trustee availed on the Pesapal Website.
 - w) **“Wallet”** means an electronic account accessible to the Merchant for storage of E-Value;

1.2 The headings in this Agreement do not affect its interpretation.

1.3 Unless the context otherwise so requires:

- a) references to the Merchant and Pesapal include their permitted successors and assigns;
- b) references to statutory provisions include those statutory provisions as amended or re-enacted;
- c) the use of the word “Party” refers either to the Merchant or Pesapal and the use of the word “Parties” refers to both the Merchant and Pesapal; and
- d) no rule of construction will apply in the interpretation of this Agreement to the disadvantage of Pesapal on the basis having drafted this Agreement.

1.4 In the case of conflict between any provision contained in the body of this Agreement and any provision contained in any schedule or other document, the provision in the body of this Agreement shall prevail.

2. SERVICES

- 2.1. This Agreement shall commence upon acceptance of these terms and conditions. The Services will only be activated by Pesapal upon the Merchant having complied with Pesapal’s KYC requirements.
- 2.2. A Payer may make Payments to the Merchant utilising a POS Device, the Pesapal Network, or through such other channel made available by Pesapal for such purposes in accordance with this Agreement and Pesapal’s policies.
- 2.3. A Merchant may also make purchases of E-Value and make sales of Designated Goods and/or Services.
- 2.4. Settlement of Payments or cash represented by E-Value upon a Merchant’s instruction to Pesapal will be made by Pesapal by direct transfer into the Merchant’s designated bank account within 2 Business Days.
- 2.5. Pesapal shall operate a call centre between 8am to 11 pm on Business Days, to enable representatives from the Merchant to contact Pesapal for information or enquiries relating to Transactions.
- 2.6. Records in respect of Transactions shall be held in the Electronic Log File. Pesapal shall store the Electronic Log File for ten (10) years, or such longer period that is provided for under law.
- 2.7. Purchases for E-Value may be made by a Merchant using the channels made available for those purposes including Third Party Integrated Networks. Such E-Value will be credited to a Merchant’s Wallet within 2 Business Days.
- 2.8. Pesapal will employ reasonable measures to ensure that the Pesapal Network shall remain continuously operational (save for scheduled maintenance of the Services) and shall as soon as is reasonably possible inform the Merchant in the event of any failures with regard to the Services.
- 2.9. In the event of any failure in the Services, Pesapal shall use reasonable measures to restore the Services within a reasonable time. This is the final and only remedy available to a Merchant in the event of any failure of the Services.
- 2.10. Pesapal will be under no obligation to make any rectifications to the Services where the point of failure is on a Third Party Integrated Network or as a result of an event as set out under the provisions of clause 11.11.
- 2.11. Pesapal will supply Pos Devices and accessories at Merchant’s cost.
- 2.12. POS Devices must be utilised in accordance with the user manual provided and Pesapal’s instructions. Pesapal makes no warranty over the continuous operation of such POS Device or its fitness as to the Merchant’s purpose.
- 2.13. It is Merchant’s responsibility to ensure that such POS Device runs on the latest upgrade software provided by Pesapal. From time to time, at the Merchant’s request, Pesapal may provide assistance to facilitate the exchange of faulty equipment/device, subject to the standard warranty terms of such equipment/device forming the POS Device. In the event that the device is out of warranty, such POS Device will be replaced/repared at the Merchant’s cost.

3. TRUST IN RESPECT OF PAYMENTS

- 3.2. All Payments forming part of a Transaction and E-Value shall be held by the Pesapal Trustee on trust for the sole benefit of the Merchant in accordance with the Trust Deed.
- 3.3. Pesapal, its successors in title, a receiver or manager, liquidator, creditor or trustee in bankruptcy shall not have any rights of ownership or title, powers, discretions, duties, obligations or liabilities whatsoever in respect of the Payments greater than Pesapal’s rights. Pesapal however reserves its right of set-off, and Merchant authorises the Pesapal Trustee on behalf of Pesapal to satisfy such set-off right with respect to Pesapal’s Charges and applicable taxes or any amounts it is entitled to deduct as set-out in clause 5 against such amounts held on trust.

4. OBLIGATIONS OF THE CUSTOMER

- 4.1. The Merchant shall:
- 4.1.1. Collect such information required by Pesapal with respect to a Payer or a customer/client of the Merchant to enable Pesapal to carry out its obligations under this Agreement.
- 4.1.2. Collect such necessary identity information requested of it by Pesapal in order to verify the identity of a Payer undertaking a Card Not Present Transaction and warrants that such information is accurate and up to date;
- 4.1.3. Not set any minimum or maximum limit on Payment amounts other than those communicated to it by Pesapal;
- 4.1.4. Immediately notify Pesapal by email or in writing of any errors, inconsistencies or suspected fraud;
- 4.1.5. Advise Pesapal in writing or by email immediately of any changes in or re-organization of the Merchant;
- 4.1.6. Advise Pesapal immediately in the event of any system failures with regard to the Merchants systems or equipment that may affect the provision of the Services;
- 4.1.7. Carry out dispute and issue resolution in respect of its Payers and/or clients. In the event that Pesapal is contacted by a Payer, such Payer shall be advised to refer all Payment enquiries or issues to the Merchant and Merchant and not Pesapal shall be required to resolve any issues of such Payer;
- 4.1.8. Comply with Pesapal’s KYC and anti-money laundering policies and in particular, promptly comply with any requests made by Pesapal in this regard and comply with all applicable with regard to money laundering;
- 4.1.8. Use the Services with respect to receipt of Payments for lawful business only and obtain and maintain all necessary authorisations, permits, licenses and approvals including from Payers, regulatory authorities or third Parties at all times. For the purposes of this clause any business, activity, enterprise or service that is prohibited by Pesapal or Third Party Network Operators, no matter how legitimate, shall not be deemed to constitute a lawful business;
- 4.1.9. Only initiate reversals for Transactions with respect to Designated Goods and/or Services as may be prescribed by Pesapal and within such time as may be prescribed by Pesapal at its sole discretion. In event of such reversal, commissions earned will be deducted by Pesapal.
- 4.1.10. For the purposes of this Agreement, the breach of the provisions of this clause 4 shall be deemed as material and shall entitle Pesapal to suspend the Services or terminate this Agreement with immediate effect upon notice.

5. CHARGES AND TAXES

- 5.1. In exchange for the Services, the Merchant shall pay the Charges. Charges may be notified to the Merchant by Pesapal through various channels including the Pesapal Website. The Charges may be revised by Pesapal, in its sole discretion, from time to time by way of notice in writing through available communication channels.
- 5.2. Transactions made utilising Third Party Integrated Networks e.g. M-PESA or VISA may be subject to charges levied by the respective proprietors/licensors of such Third Party Integrated Networks (the “Third Party Network Operator”). These charges may be deducted by the Third Party Network Operator directly or by Pesapal where applicable.

- 5.3. Pesapal shall be entitled to deduct the Charges including any charges arising under clause 5.2 above, from the Transaction value or from funds held in a Merchant’s Wallet. Settlement of funds to the Merchant pursuant to clause 2.4 will therefore be net (less) of the amounts deducted as per the foregoing.
- 5.4. The Services attract levies and other government taxes. To this effect, the Charges are inclusive of these taxes, levies and duties and such government levies provided for under applicable law or regulatory directive.
- 5.5. Designated Goods and/or Services may also attract certain levies and/or taxes. Providers of such Designated Goods and/or Services may include such taxes or levies in the pricing of such Designated Goods and/or Services. Where these taxes or levies are not included, such taxes or levies will be included and where applicable deducted by Pesapal.
- 5.6. POS Devices provided to the Merchant by Pesapal attract relevant applicable taxes and/or duties. Pesapal is entitled to deduct the cost of such POS Device and the relevant applicable tax either in whole or in part through instalments over a period of time from the funds in a Merchant’s wallet or from Payments received.
- 5.7. Merchants may be entitled to such commissions as Pesapal may determine with respect to the use of the Openfloat Network upon the sale of Designated Goods and/or Services. Pesapal reserves the right to amend and/or revise such commissions in its sole discretion by way of a notice through available communication channels.
- 5.8. Such commissions referred to in 5.7 above may attract applicable taxes. It is the Merchant’s responsibility to declare any incomes under this Agreement pursuant to applicable law and make relevant tax payments to applicable revenue authorities.
- 5.9. In the event that Pesapal is required to withhold any amounts subject to applicable law, Pesapal will withhold such amounts it is required to withhold and deduct them from the Transaction value or from the Merchant’s Wallet and pay such amount withheld to the relevant authority as required under law.

6. INTELLECTUAL PROPERTY RIGHTS

All intellectual property created pursuant to this Agreement including but not limited to any logos, artwork, enhancements, improvements, upgrades, translations or other modifications of the following and not limited to the Services, the Pesapal Network or the Openfloat Network shall vest exclusively in Pesapal. Pesapal reserves its rights to the copyright and all other rights of a like nature conferred under the laws of the Kenya and all other countries of the world in such property, and all modifications, enhancements and amendments made with respect to the Services, the Pesapal Network or the Openfloat Network. Merchant shall not modify, alter, amend or reverse engineer the Services, the Pesapal Network or the Openfloat Network.

7. LIMITATION OF LIABILITY AND INDEMNITY

- 7.1. PESAPAL SHALL NOT BE LIABLE FOR ANY LOSS OF CASH OR FUNDS DUE TO: (I) PAYER IMPERSONATION, (II) FORGERY OF THE PAYER’S PERSONAL INFORMATION OR OTHER DETAILS (III) INACCURATE INFORMATION PROVIDED BY THE PAYER IN THE PAYER (IV) DELAYS OR FAILURE OF THE PESAPAL NETWORK AND ANY THIRD PARTY INTEGRATED NETWORK OR SERVICE UTILISED BY THE PESAPAL NETWORK FOR THE PURPOSES OF FACILITATING A TRANSACTION (V) AN EVENT BEYOND THE REASONABLE CONTROL OF PESAPAL
- 7.2. SUBJECT TO THE PROVISIONS OF THIS CLAUSE 7, PESAPAL’S LIABILITY IS ONLY LIMITED TO DIRECT AND ACTUAL LOSSES ARISING SOLELY DUE TO THE WILFUL MISCONDUCT AND PROVEN NEGLIGENCE BY ITS EMPLOYEES AND/OR AGENTS IS THE PROXIMATE CAUSE OF SUCH LOSS.
- 7.3. THE MERCHANT SHALL BE LIABLE FOR ALL LOSSES, LIABILITIES, DAMAGES AND BEAR ALL COSTS AND EXPENSES AND WILL DEFEND, INDEMNIFY AND HOLD PESAPAL HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSSES OR DAMAGES DUE IN ANY WAY WHATSOEVER DUE (IN CLUding LEGAL FEES AND EXPENSES) AS A RESULT OF: 1. FRAUD, NEGLIGENCE, WILFUL MISCONDUCT BY THE CUSTOMER ITS EMPLOYEES, AGENTS AND/OR INDEPENDENT CONTRACTORS; 2. THE MERCHANT’S BREACH; 3. A CLAIM RECEIVED WITH RESPECT TO A PAYMENT FROM A PAYER OR ANY THIRD PARTY; 4 ANY CLAIM BROUGHT AGAINST PESAPAL BY A THIRD PARTY, INCLUDING CONSEQUENTIAL AND INDIRECT LOSS CLAIMS AS A RESULT OF PESAPAL’S PROVISION OF ITS SERVICES UNDER THIS AGREEMENT; 5.A PAYMENT MADE WITHOUT EVIDENCE OF AUTHORITY FROM THE PAYER; 6. CLAIMS WITH RESPECT TO A PAYER DENYING AUTHORISING A CARD NOT PRESENT TRANSACTION AND; 7.THE MERCHANT DOES NOT ABIDE BY THE PESAPAL’S INSTRUCTIONS AND PROCEDURES; 8. LOSS OF FUNDS BY A PAYER DUE TO PROVISION OF INACCURATE INFORMATION, FRAUD, FORGERY OR ERROR; 9. A CLAIM BROUGHT AGAINST PESAPAL BY A THIRD PARTY TO THE EXTENT THAT THE INTELLECTUAL PROPERTY PROVIDED BY A CUSTOMER FOR PURPOSES OF THIS AGREEMENT INFRINGES AGAINST SUCH THIRD PARTY’S INTELLECTUAL PROPERTY; 10. A REVERSAL MADE UPON THE REQUEST OF A PAYER THROUGH THIRD PARTY NETWORK OPERATOR, A CARD ISSUER OR AUTOMATICALLY/MANUALLY INITIATED THROUGH PESAPAL’S FRAUD PREVENTION SYSTEMS AND/OR ALGORITHMS.
- 7.4. UNLESS WHERE OTHERWISE PROVIDED FOR UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE HELD LIABLE UNDER THIS AGREEMENT WITH RESPECT TO ANY DAMAGES OR LOSSES THAT ARE CONSEQUENTIAL, INCIDENTAL OR INDIRECT IN NATURE.
- 7.5. PESAPAL’S MAXIMUM LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL DIRECT LOSS INCURRED BY THE CUSTOMER OR ONE HUNDRED PERCENT (100%) OF THE FEES EARNED FROM THE CUSTOMER IN THE PREVIOUS TWELVE MONTHS, NOT TAKING APPLICABLE TAXES INTO ACCOUNT, WHICHEVER IS LESS.
- 7.6. THIS CLAUSE SHALL SURVIVE THE TERMINATION OF THESE TERMS AND CONDITIONS.

8. MARKETING AND PROMOTION

- 8.1. The Merchant may at its cost and subject to Pesapal’s written consent notify all its Payers of the availability of the Services. Any joint marketing and promotion of the Services, use of Pesapal’s logos or intellectual property shall be in accordance with Pesapal’s standard rules of usage and shall be agreed upon prior in writing.
- 8.2. The Merchant authorises Pesapal to use its name and logo for the purpose of publishing and advertising the Pesapal Network, Pesapal’s Website and in the media whether separately or together with the names and logos of third parties utilising the Service.

9. TERM, TERMINATION, AND EFFECTS OF TERMINATION

- 9.1. This Agreement shall remain in force from its Commencement Date until terminated by either Party by written notice to the other not less than ninety (90) days.
- 9.2. Notwithstanding the provisions of 9.1, this Agreement may also be terminated immediately by Pesapal: a) if Merchant is breach of any of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) within a period of 7 days; b) if a resolution is passed or an order is made for the winding up of the Merchant (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Merchant becomes subject to an administration order or a receiver or administrative receiver is appointed over the assets or business of the Merchant or an encumbrance takes possession of the Merchants property/ equipment.
- 9.3. Any termination of this Agreement under this clause will be without prejudice to any other rights or remedies of either Party under this Agreement or at law and will not affect any accrued rights or liabilities of either Party at the date of termination.

10. CONFIDENTIALITY

- 10.1. Each party warrants that it will treat in confidence all Confidential Information which it acquires as a result of the operation of this Agreement and to afford it the same protection afforded to its own Confidential Information and will not reveal any Confidential Information to any third party without the written consent of the disclosing party, except where such information is already in the public domain, has been legally acquired by the third party, or where disclosure of the confidential information is ordered by a court or other competent authority.
- 10.2. Pesapal may disclose the Merchant’s Confidential Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with regulatory requirements (b) legal process; (c) enforce the terms of this Agreement; (d) respond to claims that the Merchant’s use of the Service violates the rights of third-parties; or (e) protect the rights, property, or personal safety of Pesapal, its employees and/or agents (f) to its personal advisers, lawyers and auditors; (g) for any other legitimate reason.

11. GENERAL

- 11.1. The Merchant and Pesapal will endeavour to resolve any dispute which arises between through good faith negotiations within thirty (30) days of the notification of the dispute, failure to which a Party may refer the dispute to arbitration to be conducted under the provisions of the Rules of the Kenyan Branch of the Chartered Institute of Arbitrators of the UK (“Institute”). The arbitration shall be conducted by a single arbitrator (“Arbitrator”) to be appointed by agreement between the Parties or, failing agreement within 14 days of the notification by either Party to the other of the existence of a dispute, to be appointed by the Chairman of the Institute, on the application of either Party. The award of the Arbitrator shall be final.
- 11.2. No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 11.3. Unless where expressly provided, no remedy conferred by any provision of this Agreement is intended to be exclusive each and every remedy shall be cumulative and in addition to every other remedy available.
- 11.4. If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.
- 11.5. Pesapal may vary and amend any of the terms of this Agreement at its sole discretion upon notice.
- 11.6. Nothing shall be construed as constituting a partnership between the Parties or as constituting a Party as the agent of the other for any purpose except as specified by this Agreement.
- 11.7. This Agreement shall be governed by and construed in accordance with the Laws of Kenya and each Party hereby submits to the non-exclusive jurisdiction of the High Court of Kenya.
- 11.8. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a Party to this Agreement.
- 11.9. The Merchant shall not be entitled to assign or transfer this Agreement or any rights or obligations hereunder without the prior consent in writing of Pesapal. Pesapal shall be entitled to assign or transfer this Agreement or any rights or obligations arising under it upon written notice to the Merchant.
- 11.10. Nothing in this Agreement shall be construed as restricting Pesapal from contracting with other persons to use the Pesapal Network for provision of similar services provided by Pesapal under this Agreement.
- 11.11. Neither Party will be liable to the other Party for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control, including but not limited to fires, strikes (of its own or other employees), insurrection, riots, embargoes, shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials or requirements of any civil or military authority or failure of banking systems preventing access and authorizations in respect of the Services or failure of communication links beyond the reasonable control of either Party.



FOR MORE INFORMATION PLEASE CONTACT:

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PESAPAL MALAWI, RWANDA & ZIMBABWE

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ABOUT PESAPAL

Founded in 2009, Pesapal provides a simple, safe and secure way for individuals and businesses to make and accept payments in Africa

We offer a variety of convenient and cost effective options for end-users to make payments for products they are purchasing both online and at the point of sale.

Pesapal operates in Kenya, Uganda, Tanzania, Malawi, Zambia, Rwanda and Zimbabwe.