

REGISTRATION FORM

PLEASE TICK WHERE APPROPRIATE

MASTER AGENT	<input type="checkbox"/>
AGENT	<input type="checkbox"/>
MERCHANT	<input type="checkbox"/>

FOR MERCHANT, PLEASE TICK PREFERRED WITHDRAWAL METHOD

CASH WITHDRAWAL AT AGENT	<input type="checkbox"/>
WITHDRAWAL INTO BANK ACCOUNT	<input type="checkbox"/>

BUSINESS DETAILS

REGISTERED NAME:

PHYSICAL ADDRESS OF OUTLET:

TYPE OF BUSINESS:

TRADER'S LICENSE NO:

NAME OF CUSTODIAN:

ID/PASSPORT OF CUSTODIAN:

MOBILE NUMBER OF CUSTODIAN:

TERMS AND CONDITIONS FOR MASTER AGENTS/AGENTS AND MERCHANTS

Below are the conditions of service that Chaperone Limited's (hereafter Chaperone) Agents must abide by and uphold. The full terms and conditions are published on the Chaperone website and or attached with this registration form.

- The Agent's authority to act as agent for Chaperone in providing the E-Money Services is strictly limited to the performance of the tasks set out in the detailed user terms and conditions and shall not extend to any other matter or thing. The Agent shall not hold itself out as an agent or representative of Chaperone, and shall have no authority or power to bind Chaperone except as expressly authorized by this Agreement. For the avoidance of doubt, the Agent shall have no authority or power to bind the other partners and affiliates of Chaperone.
- The Agent shall:
 - Offer the E-Money Services and other Chaperone Services to Customers on a non-exclusive basis; i.e. we saying the agent is not barred from rendering services of the same nature to other entities.
 - Use its best endeavours to assist new customers to register for E-Money Services and other Chaperone Services;
 - Ensure that each unregistered customer signs the services Log Book upon successful completion of a Transaction;
 - Receive cash payments from customers into the Cash Float in exchange for credits to Customer's Chaperone E-Money Accounts (wallets) with a corresponding debit to the E-Money Float.
- Upon appointment, the Agent may be issued with equipment for use when effecting Transactions and such use of the Equipment shall be in accordance with the detailed user terms and conditions, the Chaperone E-Money Manual and other Chaperone Services manual, and will be granted access to the Web Interface and other platforms issued by Chaperone.
- The Agent shall take full account of any AML related notifications given by Chaperone - including any block on dealings or advises to be implemented in order to be compliant with the law.
- All Equipment supplied to the Agent by Chaperone shall remain the property of Chaperone.
- Chaperone will at all times retain copyright in or license to software as well as associated information and documentation belonging to us used in the provision of the services as well as in respect of any logos, trademarks or service marks used.
- The Agent shall not duplicate, reproduce, tamper in any way with the systems and software and supporting documents without Chaperone's prior written consent.
- The Agent shall only provide the E-Money Services and other Chaperone Services using the tariffs as set out in the tariff schedule that will be provided, and as may be varied by revised tariffs notified to the Agent by Chaperone from time to time.
- The Agent shall only provide the E-Money Services at the agreed Outlets within any Transaction Limits placed or displayed out on such Outlets.

10. The Agent shall appoint a primary E-Money Operator within each Outlet, who will be responsible for administering the Outlet's E-Money Float. The Agent shall register each E-Money Operator (once they have completed AML training) and issue such E-Money Operator with an assistant ID, so that the person effecting the Transactions can be identified and recorded. The E-Money Operator can then perform the E-Money Transactions on behalf of the Agent using any phone or mobile device associated with that Outlet's E-Money Float.

11. The Agent/Merchant will keep their PIN* [E-Money service personal identification number associated with the operation of the E-Money] confidential.

12. In the event of any loss or theft of any equipment by the Agent or its staff, then an immediate report of such loss or theft must be forwarded to Chaperone by the Agent.

13. When accessing or using the Chaperone System, the Agent shall comply with all applicable security policies and procedures notified to them by Chaperone from time to time.

14. Chaperone is committed to maintaining its customers' right to privacy and the confidentiality of personal information. As a result, the Agents shall not collect personal information than for the purposes stipulated under this agreement, and shall not disseminate any collected personal information to any third parties unless consent is given by the customer or such disclosure is made in fulfilment of a requirement of the law.

15. Should the Agent breach or fail to comply with its obligations under this agreement, Chaperone may without notice, cancel this agreement and withdraw the agency agreement with immediate effect without prejudice to our rights to recover any amounts due to us in terms of this agreement and any loss or damage suffered by us because of the Agent's breach.

16. Should any dispute arise at any time between Chaperone and the Agents relating to anything under this agreement, such dispute will be resolved by means of arbitration and by an arbitrator appointed jointly by Chaperone and the Agent. The arbitration must be completed within 21 days after it is demanded. This, however does not preclude either party from obtaining urgent interim relief from a court of competent jurisdiction pending the decision of the arbitrator.

17. Notwithstanding anything to the contrary, either party may terminate the agreement at any time by giving 30 days' notice to the other party, except that in the event of any change in any law or the application thereof which would prejudice Chaperone should we continue with the agency agreement, Chaperone may terminate the agreement on 48 hours' written notice.

DECLARATION

I, the signatory acknowledges that I have been made aware of the Standard User Terms and Conditions of Services for the Chaperone Agency Agreements. These Terms and Conditions are publicly available on the Chaperone website/ physically submitted to my person.

I the signatory have the necessary authority to bind the business / owner in terms of the said Standard Terms and Conditions of Services.

I, the signatory further warrants and declare that all information furnished in this document, including all supporting documentation is true and correct in every respect and that Chaperone may rely on it.

The master agent/agent/ merchant indemnifies and holds Chaperone Limited harmless against any losses, expenses, costs and damages of whatsoever nature, whether direct, indirect or consequentially incurred by Chaperone Limited arising out of the information provided herein being false, inaccurate or otherwise incorrect in any respect and/or failing to timeously advise Chaperone in writing of any changes of the information, for any reason whatsoever.

I, the signatory hereby commit that the business / owner shall from time to time observe, perform and be bound by all the terms of the Standard Terms and Conditions of Service.

I, or the business shall be in compliance with the KYC criteria determined by Chaperone Limited.

I, the signatory agrees that I or the business I represent shall be deemed with effect from the date on which the Agent is registered as a Chaperone Agent/Merchant to be a party to the governing Standard Terms and Conditions applicable to the Chaperone Agents/Merchants. This Declaration shall be governed by and construed in accordance with the laws of the Kingdom of Lesotho.

Name:

Who by his/her signature hereto warrants that he/she has been duly authorized to act on behalf of the business on whose behalf this application is made, as confirmed in the attached documents and gives Chaperone Limited the consent to perform any required legal checks on the business owners, directors, trustees, partners and senior management as it deems fit.

Designation:

Signature:

On this Day of 202__.

**C-PAY MERCHANT/AGENT MOBILE DEVICE (CELLPHONE)
TERMS & CONDITIONS****INTRODUCTION**

These terms and conditions cover the mobile device/cell-phone provided by Chaperone Limited to the Merchant/Agent in terms of the Principal Agreement between the parties. These terms and conditions ARE NOT a separate and independent document from the Principal Agreement, and shall be understood and interpreted in light thereof (including the description of parties and words).

1. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 1.1 You should carefully read and understand these Terms and Conditions which will govern the use and operation of the Merchant/Agent Cellphone.
- 1.2 If you have a problem understanding these Terms and Conditions, or do not agree thereto, please contact Chaperone Limited offices before signing the Principal Agreement.
- 1.3 You will be deemed to have read, understood and accepted to be bound by these Terms and Conditions by using or continuing to use and operate the Cellphone.
- 1.4 By registering as a C-Pay Merchant/Agent, you agree to comply with and be bound by these terms and conditions for the time being and as may be varied, revised, amended or substituted from time to time and such other conditions governing the operation of your Account and you affirm that these Terms and Conditions herein are without prejudice to any right that We may have with respect to the Account in law or otherwise.
- 1.5 These Terms and Conditions may be amended, revised and substituted or varied by Us from time to time at Our sole discretion and the continued use of the Services constitutes Your agreement to be bound by the terms of any such amendment, revision, substitution and variation.

2. YOUR RESPONSIBILITIES

- 2.1 It is your responsibility to take good care of the mobile device (cell-phone) in your possession and you will be responsible for its damage.
- 2.2 Chaperone Limited will not be liable to replace the mobile device (cellphone) in cases of theft, damage and loss.
- 2.3 You will be responsible for the replacement and repairs of the mobile device (cell-phone) in your possession.
- 2.4 You must not use the mobile device (cell-phone) to commit any offence (s).
- 2.5 Chaperone Limited has the right to demand the return and/or repossession the mobile device (cell-phone) under the following circumstances:
 - a) Upon termination of this Agent/Merchant relationship; or
 - b) When the mobile device (cell-phone) is not being used for the purposes of this Agreement.
- 2.6 You are obliged to report the damage, loss or theft of the mobile device (cellphone) to Chaperone Limited immediately. Chaperone Limited will, upon receipt of the report, investigate the matter to establish the extent of liability on your part.

Name:

Who by his/her signature hereto warrants that he/she has been duly authorized to act on behalf of the business on whose behalf this application is made, as confirmed in the attached documents and gives Chaperone Limited the consent to perform any required legal checks on the business owners, directors, trustees, partners and senior management as it deems fit.

Designation:

Signature:

On this Day of 202.....

Referral

Contact person

Contact details

Location