



Date (dd/mm/yyyy)

D	D	/	M	M	/	Y	Y	Y	Y
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**Wema WebPay Merchant Enrolment Form****A. Type of Institution**

Merchant Company Name \_\_\_\_\_ CorporateCAC Reg. No. \_\_\_\_\_

Date of Incorporation 

D	D
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 / 

M	M
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 / 

Y	Y	Y	Y
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Address \_\_\_\_\_

City \_\_\_\_\_ LGA \_\_\_\_\_ State \_\_\_\_\_ Nearest Bus Stop \_\_\_\_\_

Account No. 1 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Account No. 2 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Branch \_\_\_\_\_ **Account Type**  Savings  Current

Account Name \_\_\_\_\_

**Merchant Contact**

Surname \_\_\_\_\_

Other Names \_\_\_\_\_

Mobile No. 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

E-Mail \_\_\_\_\_

Payment Options (Please tick)	Switch Fee	Process Fee
<input type="checkbox"/> Local Cards	1.5%	
<input type="checkbox"/> International Cards	4.0%	
<input type="checkbox"/> One Time Payments (OTP)	None	
<input type="checkbox"/> Pay From Account	None	

Terms and conditions apply.

**B. (ii) Website Information**

Please supply information about the website you intend to connect to Wema Bank Payment Gateway, Submit one set of forms per site:

**Website Name & URL:****\*Website Development Platform:** Magento  OpenCart (Indicate Version) \_\_\_\_\_  VirtueMart  GoCart WooCommerce  HikaShop  PrestaShop  Other (Specify) \_\_\_\_\_**\*Description of Product(s) and Services sold on the site:****\*Is Customer preregistration required on the site before proceeding to transaction:**  
YES/NO

(If yes, what basic information is provided to you?)

 Name  Phone No.  Address Email address  DOB Security Question  Picture  Other (Specify) \_\_\_\_\_**Business Segment/Industry (please tick as applicable)** Hotel/Guest House  Education  Travel & Entertainment  Transportation  Church/NGO Others (specify) \_\_\_\_\_**Customer Refund Policy:**Refund within 

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 days Other (Specify) \_\_\_\_\_ Exchange Only (Condition) \_\_\_\_\_Number of days until products/services is delivered 

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Method of Goods/Service Delivery (Please attach additional sheets if possible):

By Courier, Online download, Direct Credit to Account, Other (Give details):  
\_\_\_\_\_  
\_\_\_\_\_**\*Value range for goods and services offered on the site (e.g. N50 - N1,000,000):**  
\_\_\_\_\_



## Wema WebPay Merchant Enrolment Form

### C. Declaration

We, the undersigned, on behalf \_\_\_\_\_ hereby certify that the information provided in this form is true and accurate and also agree to use Wema WebPAY service in accordance with Wema Bank terms and conditions of service in accordance

#### Authorised signatories to the account(s)

_____
Name
_____
Position
_____
Signature
DD / MM / YYYY
Date

_____
Name
_____
Position
_____
Signature
DD / MM / YYYY
Date

_____
Name
_____
Position
_____
Signature
DD / MM / YYYY
Date

Please submit the completed form to your Account Officer and send an acknowledgment copy to [corporatesolutions@wemabank.com](mailto:corporatesolutions@wemabank.com)

**Instruction to Account Officer:** Please forward to **e-Business& Payments unit**, Wema Bank Plc, 54, Marina, Lagos.

### For Bank Use Only

#### D. Authorising Bank officials (to be filled and signature verified by Bank officials) - CCO, RM &BDM

<b>CCO</b>
_____
Name
_____
Signature
DD / MM / YYYY
Date

<b>RM</b>
_____
Name
_____
Signature
DD / MM / YYYY
Date

<b>BDM</b>
_____
Name
_____
Signature
DD / MM / YYYY
Date

## Brand Protection Guide for Merchants



The card scheme requires the bank as an acquirer to implement adequate controls to ensure our merchants do not process transactions that are illegal and/or may adversely affect the reputation of the bank. The list below provides an overview and describes what WEMA must do to effectively control the regulatory, financial, reputation, brand, and litigation exposures associated with card-not-present transactions.

The list of prohibited items (products or services) therefore include:

**Unlawful sale of prescription drugs/ pharmacy-only medicine:** A merchant selling over-the-counter drugs is considered a card-not-present pharmacy merchant if the online sale of the OTC drug is regulated, restricted, or prohibited in the merchant's or any prospective cardholder's jurisdiction

**Sale of "Designer Drugs" is Prohibited:** "Designer drugs" are synthetic, chemical analogs of controlled substances, designed to imitate the effects of actual controlled substances, including hallucinogenic, stimulant, or opioid-like effects.

**Sale of Counterfeit or Intellectual Property (IP) Infringing Goods and Services:** Counterfeit goods span across multiple industries including, but not limited to:

- Movies, music, video games, books, hardware and software, Illicit streaming devices Apparel and accessories, Consumer goods, toys, and electronics, Pharmaceuticals and medical devices, Tobacco products, Automobile parts

### **Illegal or Miscoded Gambling Transactions:**

**Online Sale of Tobacco Products:** Cigarettes and loose tobacco are regulated globally and often taxed by governments responsible for their local supervision. Given this fact, certain card-not-present merchants have established illicit business models that seek to circumvent government tax schemes by selling tax-free cigarettes into markets with licensing and tax-stamp requirements.

**Rogue Cyberlocker Merchants:** As cloud-based storage systems evolve, rogue cyberlockers have emerged as a means to illegally distribute copyright-protected digital content (e.g., pirated movies, music and software shared without rights-holder authorization or proper licensing) and/or prohibited sexual material (e.g., child pornography, child abuse, bestiality, rape, or violent imagery). While cyberlockers may be operated for legitimate purposes, such as personal or business file backup or distribution, many are not.

**Prohibited Adult Content:** Visa prohibits the purchase or trade of certain, photographs, video imagery, computer-generated images, cartoons, simulation or any other media or activities, including, but not limited to:

- Child pornography
- Bestiality
- Rape (or any other non-consensual sexual behaviour)
- Non-consensual mutilation of a person or body part

In addition to the above, the use of SSL is highly recommended for all website enrolling on our webpay to guard against fraudulent activities through Man-in-the-middle-attack that could result in alteration of the transaction value before hand-off to the payment gateway.

If you however choose not to implement an SSL on your website, you shall indemnify the bank against any damage, expense or loss of whatever nature and description directly associated with the absence of an SSL on your website.

# Wema WebPay Merchant Enrolment Form

The Wema WebPay (WebPay) Standard Terms and Conditions represent the legal framework of the WebPay Service provided by Wema Bank Plc. The content is binding and is not subject to any varying terms or conditions, unless as provided by Wema Bank subsequently upon due notice in writing to the User.

## 1. WebPay

1.1. Wema Bank grants to User the right to use WebPay on, and User agrees to abide by, the terms and conditions of this agreement.

1.2. Wema Bank grants to User a non-exclusive, non-transferable license to use WebPay for the term of this agreement solely for the purposes of the permitted use. Except to the extent specifically authorized under this agreement, Customer must not sub-license, transfer, or assign the right to use.

## 2. USER RESPONSIBILITIES AND UNDERTAKINGS

### 2.1. The User shall:

- A. Not make any warranty or representation whatsoever in relation to the Services which may bind Wema Bank or make it liable to a third-party in any way whatsoever;
- B. Where required, comply with all security or encryption standards, rules and procedures imposed by Wema Bank and communicated to the User from time to time;
- C. Make connections to such other systems as Wema Bank may require from time to time;
- d. Inform Wema Bank of any change in the particulars of its designated bank account;
- E. Not capture, keep or store by any means online customers' (cardholder) payment card details including but not limited to Primary Account Number (PAN) or Card Number, Personal Identification Number (PIN), Card Verification Value (CVV)
- F. Keep any approved digital certificates for a site authentication current and valid and take all necessary measures to protect the security and secrecy of its site certificates;
- G. notify Wema Bank of any change to the internet protocol address of its website used for payment transactions;
- H. notify Wema Bank of any new or additional products that it proposes to offer on its website provided that such new or additional products shall not be offered without first obtaining Wema Bank's written consent.
- I. only accept payments and/or process refunds from cardholders or customers in connection with goods and/or services which have been supplied to the relevant cardholder or customer.
- J. not offer for sale on its site, any goods or services not expressly stated during registration of the User's website with Wema Bank, the default of which Wema Bank shall without any liability, immediately withdraw its Services and prevent access to the Systems.
- K. The User agrees that only the website expressly stated upon its registration with Wema Bank shall be integrated into the Systems and derive the services provided.

2.2. Unless otherwise agreed by the Parties in writing, User acknowledges and agrees that User shall (at own cost) be solely responsible throughout the duration of this agreement for the provision of all such equipment, software, systems and telecommunications facilities which are required to enable User receive the Services.

2.3. In order to permit the User's website to inter-operate with Wema Bank payments systems, User will be provided with API (Application Program Interface) codes to be installed on User's website. User shall have full responsibility for the integration process and Wema Bank shall not be liable for any fault or failure to integrate to the payment systems. All Integration however, shall be subject to passing Wema Bank's Integration acceptance tests prior to go live.

2.4 The User shall be liable (without limitation), for all charges, losses or damages whatsoever arising from:

- a. Data stored or transmitted on or through the Systems; or
- b. Any use of the Systems passwords or identification codes assigned by Wema Bank.

2.5 The User shall observe and comply with all security measures and instructions prescribed by Wema Bank or any other bank in respect of any card transactions or customer (cardholder) payment instruction.

2.6 The User shall promptly notify Wema Bank of any security breach, misuse, irregularity, suspected fraudulent transaction, account numbers or suspicious activities that may be connected with attempts to commit fraud or other illegal activity through the use of User's site.

2.7 The User shall be solely responsible to its online customers (cardholders) on its site and use thereof of the payment systems. The

User understands and agrees that under no circumstances shall use of the site or payment systems imply that Wema Bank endorses, sponsors, certifies or otherwise guarantees the sale or use of the User's Products.

2.8 The User shall take all steps to keep secure and confidential any information or data related to transactions initiated on the User's website. In the event any such information is lost, stolen or otherwise compromised, the User shall forthwith report and give written notice of such occurrence to Wema Bank whereupon the User shall take immediate steps to remedy the situation and prevent its reoccurrence.

## 3. SERVICES FEES AND CHARGES

3.1. The User shall pay Wema Bank a non-refundable set-up fee (where applicable).

3.2. Wema Bank and other Industry stakeholders shall be entitled to a 1.5% of every transaction amount (with a maximum cap of N2,000) per successful transaction on the payment system. Wema Bank and her stakeholders reserves the right to revise such fees and any charges from time to time upon service of a 30-days notice in writing to the User.

3.3. In addition to clause 3.2, Wema Bank shall also be entitled to N \_\_\_\_ or \_\_\_\_% of transaction amount being \_\_\_\_\_

3.4. Wema Bank shall deduct all fees and charges from successful transactions before remitting to User.

3.5. All payments required to be made by the User on this service shall be payable without any deduction, claim, counterclaim, setoff, notice or demand against the Bank.

3.6. No fee or charges incurred and paid by the User under this service shall be refundable in the event of termination howsoever caused.

3.7. The User acknowledges that Wema Bank may be subject to complying with instructions received from participating banks within the Wema Bank network in respect of any transaction on/to the User's designated account, and agrees that no liability shall be imputed to Wema Bank for acting on any such instruction.

## 4. SETTLEMENT OF TRANSACTION FUNDS

4.1. Wema Bank shall make settlements regularly of funds cleared and actually received by Wema Bank on the settlement platform. The User shall have no right of objection to any received amount after the expiry of 7 clear days from the settlement date (this is the date transaction was consummated plus the next working day i.e. T+1)

4.2 No transaction settlement shall occur on the non-settlement days provided below:

- A. any day where Banks in Nigeria are not open for business.
- B. Sundays and public holidays as gazetted and declared in Nigeria; in which case transactions effected on such days shall be paid and settled on the day immediately following which is not any of the aforesaid non-settlement days.

## 5. INDEMNITY

5.1. User shall indemnify and hold Wema Bank indemnified from and against all actions, proceedings, costs, claims, demands, charges, expenses (including legal expenses), liabilities, fines, levies, losses and damages, whether arising in tort, contract or common law, which Wema Bank may suffer or incur to the extent arising out of or in consequence of or in connection with:

- a. any claim brought against Wema Bank by a Customer, Cardholder, Card Scheme, Card Issuer, Other Financial Institution, Acquirer or other third party arising from a transaction on the User's website whether or not the User has received payment in respect of the transaction;
- b. any other claim brought against Wema Bank arising from any aspect of this Agreement (including in connection with any security breach as described in clause 2.6, compromise or theft of Data held by User or on behalf of User arising from a transaction on the User's website;
- c. the enforcement or attempted enforcement of this Agreement (which includes the recovery or attempted recovery of any sum owing to Wema Bank under this Agreement);

d. the protection of Wema Bank's interest in connection with any aspect of the parties' relationship under this Agreement (including the cost of any third parties nominated by Wema Bank or instructed by Wema Bank for this purpose);

E. a breach by User of any of these conditions or any other provisions of the Agreement;

F. any transaction (including a transaction which is subsequently discovered to be fraudulent); or

G. any other arrangements between User and user's customer, except, in each case, if and to the extent caused by or contributed to by Wema Bank's negligence or breach.

5.2. If the User is a partnership, each partner shall be jointly and severally liable under this Contract.

## 6. TAXES, CHARGEBACKS AND REFUNDS

6.1. Unless stated otherwise, all Fees, charges and other payments to be made by User are exclusive of VAT and any other relevant taxes and in addition to paying such Fees, charges or other payments, User shall also pay any such taxes.

6.2. User acknowledges and agrees that under all applicable rules, regulations and operating guidelines issued by Card Schemes, Financial Institution, Central Bank of Nigeria and Wema Bank relating to cards, transactions, other payment methods and processing of data, User may be required to reimburse Wema Bank for Chargebacks in circumstances where User has accepted payment in respect of the relevant transaction and even if User is under no legal liability for the supply of the goods or performance of the services concerned. Under this Agreement, "Chargeback" refers to circumstances where Card Issuers, Card Schemes and/or Other Financial Institutions refuse to settle a transaction or require repayment in respect of a transaction previously settled and/or remitted, notwithstanding that authorization may have been obtained from the Card Issuer and/or Other Financial Institution.

6.3. All Chargebacks shall correspond to the whole or part of the settlement value of the original transaction or, at an amount converted to the settlement currency from the currency of Chargeback by the Card Scheme to Wema Bank at the rate of exchange quoted for Settlement purposes on the day the Chargeback is processed.

6.4. Where a Chargeback occurs, Wema Bank shall immediately be entitled to debit User's position or make a reversal from User's Merchant Bank Account and/or make a deduction from any remittance and/or invoice User to recover:

- A. the full amount of the relevant Chargeback; and
- B. any other costs, expenses, liabilities or Fines which may be incurred as a result of or in connection with such Chargeback ("Chargeback Costs").

6.5 A Chargeback represents an immediate liability from User to Wema Bank and where the full amount of any Chargeback and/or any Chargeback Costs is not debited by Wema Bank from Merchant Bank Account or deducted from any Remittance or invoiced as referred to in clause 6.4, the Bank shall be entitled to otherwise recover from User by any means the full amount of such Chargeback and Chargeback Costs (or the balance thereof, as the case may be).

6.6 Wema Bank shall not be obliged to investigate the validity of any Chargeback by any Card Issuer, Card Scheme or Other Financial Institution, whose decision shall be final and binding in respect of any Chargeback.

6.7 As Chargebacks may arise a considerable period after the date of the relevant transaction, User acknowledges and agrees that, notwithstanding any termination of this relationship for any reason, Wema Bank shall remain entitled to recover Chargebacks and Chargeback Costs (and, where relevant, from any entity who has provided Wema Bank with a guarantee or security relating to User's obligations under this relationship) in respect of all Chargebacks that occur in relation to transactions effected during the term thereof.

6.8 Wema Bank reserves the right to immediately pass on to User and recover from User any fines incurred and/or impose further charges on User and/or terminate the relationship forthwith if the Bank considers that the total value of refunds and/or Chargebacks is unreasonable. Wema Bank can recover fines from User in the same way as Chargebacks and in any event they

# Wema WebPay Merchant Enrolment Form

represent an immediate liability from User to Wema Bank.

6.9 User agrees that it bears the responsibility to prove to Wema Bank satisfaction (or the satisfaction of any relevant Card Issuer or Other Financial Institution) that the debit of a customer's or cardholder's account was authorized by such customer or cardholder.

## 7. UNDERTAKINGS OF WEMA BANK AND LIMITATION OF LIABILITY

7.1. Wema Bank shall provide the services with reasonable care and skill and in accordance with all applicable laws and regulations.

7.2. Wema Bank warrants that it has the right and authority to grant to User the license set out in clause 1, in accordance with the terms of this agreement; and any Support Services provided under this agreement shall be performed in a workmanlike manner and in accordance with the usual, prevailing professional standards used by service providers in the provision of similar services.

7.3. To the fullest extent permitted by law, except as expressly set out in this agreement, Wema Bank excludes all warranties, conditions, terms, representations or undertakings whether express, implied, statutory or otherwise, including without limitation any condition or warranty of merchantability or fitness for a particular purpose. Wema Bank does not warrant that WebPay will meet User's requirements, that WebPay will be uninterrupted or error free, or that all errors will be corrected.

7.4. Wema Bank shall not be liable to the User in event that the User suffers loss arising from a breach of the security and integrity of the User's Site, hardware or software related to this Service.

## 8. DISPUTES

8.1. Wema Bank shall not be involved in any dispute that may arise between the User and a customer, unless such dispute specifically relates to transaction settlement.

8.2. Any dispute between the User and Wema Bank shall upon the failure of an amicable resolution, be submitted to mediation by either party.

8.3 The Mediator shall be agreed by the parties. However, where the parties are unable to agree, the Mediator shall be appointed by the Chief Judge of the High Court of Lagos State.

8.4 Such mediation will take place in Lagos, Nigeria. In the event of any submission to mediation:

- A. the mediator will not be acting as an expert or as an arbitrator;
- B. the mediator will determine the procedure and timetable for the mediation;
- C. the parties will share equally the cost of the mediation; and
- D. All discussions in mediation will be without prejudice and will not be referred to in any later proceedings.

## 9. SERVICE TERMINATION

9.1. This Agreement shall remain effective until terminated.

9.2. Either Wema Bank or the User may elect to terminate this agreement by giving one (1) month's prior notice in writing of its intention to do so.

9.3. Wema Bank shall be entitled to immediately suspend the provision of the service or to terminate the service and by effect this agreement at any time with immediate effect by notice to User if:

- A. User is in breach of any of the provisions herein;
- B. User fails to pay any amount due under this agreement;
- C. Wema Bank considers (in its absolute discretion) that the total value of refunds and/or chargebacks is unreasonable;
- D. User is in breach of any applicable trading limit or floor limit;
- E. User presents a transaction in a situation where User does not give to the relevant customer or cardholder the goods,

services or other facilities referred to which they could reasonably expect to receive;

F. User becomes insolvent or any step is taken for User liquidation, winding-up, bankruptcy, receivership, administration or dissolution (or anything analogous to the foregoing occurs in any jurisdiction);

G. User makes or proposes any arrangement with its creditors generally;

H. anything happens to User or a matter is brought to the attention of Wema Bank which the Bank (in its absolute discretion) considers may affect User's ability or willingness to comply with all or any of User's obligation or liabilities herein;

I. any other change in User circumstances (including a deterioration in or change to User's financial position) or in the nature of User's business or in the goods and/or services supplied by User to customers or cardholders occurs which Wema Bank in its absolute discretion considers material to the continuance of the services or any facilities made available to User;

J. User ceases to carry on business;

K. Wema Bank in its absolute discretion, determines that the relationship with User's business represents increased risk of loss or liability;

L. anything happens to User or comes to the attention of Wema Bank in relation to User or arising from or incidental to User's business or the conduct of User's business (including trading practices and individual activities); or User engages in any business trading practices or individual activity which in Wema Bank's absolute discretion is considered disreputable or capable of damaging

Wema Bank's reputation or that of any of the Card Schemes or Other Financial Institutions, or detrimental to Wema Bank's business or that of any of the card schemes or other financial institutions or which may or does give rise to fraud or any other criminal activity or suspicion of fraud or any other criminal activity;

M. any fines or any other claims are brought against Wema Bank by any card scheme, financial institution or any other third party arising from any aspect of the parties' relationship (including in connection with any security breach, compromise or theft of Data held by User or on behalf of User irrespective of whether such security breach, compromise or theft of Data was within or outside User control);

N. Wema Bank is required or requested to do so by any card Scheme or Financial Institution;

O. User undertakes trading practices which Wema Bank has not consented to;

P. Wema Bank or any of its affiliates becomes entitled to terminate any agreement with or enforce any security from User or User's affiliate;

Q. any card scheme, financial institution, acquirer or regulator introduces additional terms and conditions or amends the terms and conditions relating to such services which may require the termination of this Agreement.

9.4. User shall be entitled to terminate the Contract at any time with immediate effect by notice if:

- A. except where permitted or authorized to do so pursuant to this Agreement, Wema Bank fails to pay any undisputed sums due to User within 30 days of notice from User informing that such payment has not been made;
- B. Wema Bank becomes insolvent or any step is taken for its liquidation, bankruptcy, receivership, administration, dissolution or other similar action; or
- C. Wema Bank is in material breach of any of the provisions of herein.

## 10. CONSEQUENCES OF TERMINATION

10.1. Upon termination of this agreement and or service, all rights and obligations of either Party shall cease to have effect immediately, save that:

- A. the clauses of conditions which expressly or by implication have effect after termination will continue to be enforceable notwithstanding such termination; and
- B. termination shall not affect accrued rights and obligations of either Party under the Contract as at the date of termination.

10.2. Upon or at any time after termination, User shall immediately pay all amounts owed under the service and, for the avoidance of doubt, Wema Bank shall remain entitled to withhold sums, set-off any sums and recover any Chargebacks and Chargeback Costs pursuant to the relevant clauses herein.

## 11. LAW

These Terms and Conditions shall be governed by the laws of the Federal Republic of Nigeria.

## 12. WAIVER

The failure by either Party to enforce any of the provisions of this Terms and Conditions shall not constitute a waiver of the same or affect that Party's rights thereafter to enforce the same.

## 13. ASSIGNMENT

Neither Party shall assign any of its obligations under this Terms and Conditions without prior written consent of the other Party, which consent shall not be unreasonably withheld.

## 14. CONFIDENTIALITY

Each of the Parties hereto undertakes to the other to keep confidential all information [written or oral] concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the acceptance of this Terms and Conditions save that which is [a] trivial or obvious or [b] already in its possession other than as a result of a breach of this clause; or [c] in the public domain other than as a result of a breach of this clause. Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its employees, agents and subcontractors. The confidentiality obligations shall survive the termination of this Agreement.

## 15. FORCE MAJEURE

If the compliance with this Terms and Conditions or any obligation under it is prevented, restricted or interfered with by reason of circumstance beyond the reasonable control of the Party obliged to perform it, the Party so affected shall be excused from performance to the extent of the prevention, restriction or interference, but the Party so affected shall use its best endeavors to avoid or remove the causes of non-performance and shall continue performance under this Terms and Conditions with utmost dispatch whenever such causes are removed or diminished.

## 16. NOTICES

16.1. Any notice required hereunder shall be in writing and may be served either personally, by e-mail, or by registered or recorded delivery mail, or by telex or facsimile transmission to the last known address of the parties.

16.2. A notice shall be deemed to have been served, if it was served in person, at the time of service, or if it was served by post, 48 hours after it was posted, or if it was served by telex or facsimile transmission, at the time of transmission, or if it was sent by e-mail, upon delivery to the other Party's e-mail address.

I (We) have read the Terms and Conditions as stated above and I (We) agree to its contents.

Company \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_