

**POS Terminal Agreement**

# Customer Information

Customer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/ Town: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event site’s address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Terms and Conditions

* 1. The customer hereby enters into an Agreement with Steward Bank to use applications listed in the addenda of this contract on terminals supplied by Steward Bank in terms of the following terms and conditions:
		1. The Agreement shall be deemed effective and in full force from the date of last signature or date of deployment.
		2. In the event that the terminal is damaged or lost the customer shall pay for the costs of terminal repair or replacement.
		3. The customer shall pay per terminal, a fee of $50 for hiring the POS terminal.
	2. **Terminal Location**
		1. The terminal(s) shall be used and located at the customer’s event site(s) stated in this Agreement, or in the attached addenda. The customer must at all times know the location of the terminal(s). Steward Bank shall conduct spot checks to ensure this condition is adhered to. Any re-locations must be approved by Steward Bank in writing.
		2. Subcontracting of terminals to 3rd parties is prohibited, and Steward Bank shall only recognize the contracted customer.
		3. Steward Bank shall immediately revoke the contract without notice and recover all of its terminals should the terminal be sub-contracted to a 3rd party.
	3. **Merchant Responsibilities**
		1. The terminal(s) remain the property of Steward Bank, but the responsibility for the terminal and any stocks held therein shall remain with the customer.
		2. The Merchant shall be liable for the full repair or replacement costs of a terminal that is damaged, lost or misplaced whilst in the Merchant`s custody. A schedule of costs is available from Steward Bank upon request.
		3. It is the Merchant’s responsibility to ensure adequate security of the terminal.

* 1. **Support Service**
		1. The customer may call for hardware support by dialling technical helpline numbers: 0772 125 500/600 or sending the email to ebanking@stewardbank.co.zw.

# Termination

* + 1. Steward Bank reserves the right to terminate this Agreement without notice in the event of breach of any of the above conditions by the customer, any fraudulent activity associated with the customer account or any default on agreed payment terms.
		2. Either party may terminate the Agreement by giving 5 days written notice to the other party.
		3. Upon termination of this Agreement, terminals are to be returned to Steward Bank within 5 days from date of termination, failure of which Steward Bank will charge the Merchant the full replacement cost of the terminal and the value of stock held in the terminal. All such amounts owed by each party shall immediately become due and payable on contract termination.

# Transfer of Funds

4.1 Funds collected by Steward Bank during the duration of the customer’s event will be transferred to the account elected by the customer within 5 days of returning the POS terminal.

4.2 The customer will bear all funds transfer costs. The customer elects to transfer funds to the following bank account;

Account Name……………………………………………………………………………………

Name of Bank…………………………………………………………………………………….

Account Number………………………………………………………………………………….

Branch Name……………………………………………………………………………………….

# Dispute Resolution

The parties shall jointly decide on appropriate mechanisms to resolve any dispute which may arise during the duration of this Agreement. The mechanism shall endeavour to be informal and to avoid any formal dispute resolution as far as possible. In the event that the parties are unable to reach any agreement within fourteen (14) days, through the mediation process, the matter shall be dealt with in accordance with the remaining provisions of this clause. Except as otherwise expressly provided for below, all disputes arising in connection with this Agreement shall be finally settled by arbitration in Zimbabwe, in accordance with the commercial arbitration rules of Zimbabwe (“the Rules of Arbitration”).

# General Clauses

* 1. These Terms and Conditions constitute entire Agreement between the Parties with regard to the subject matter hereof.
	2. This Agreement shall be governed by, construed and interpreted in accordance with the laws of Zimbabwe.

I have read and understood this Agreement and accept the terms and conditions stated herein.

**FOR AND ON BEHALF OF MERCHANT**

Customer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR AND ON BEHALF OF STEWARD BANK**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_