



TERMS AND CONDITIONS FOR PAXSENTE MOBILE MONEY AGENTS

1. DEFINITIONS

1.1. "Agent" refers to the individual or business appointed by Hamilton Mobile Commerce Uganda Ltd to operate as a PaxSente Mobile Money Agent.

1.2. "PaxSente" is the brand name of Hamilton Mobile Commerce Uganda Ltd

1.3. "PaxSente Services" include cash-in, cash-out, transfers, payments, and other financial services offered through PaxSente. The term refers to the services offered by PaxSente for issuing and redeeming E-Value, as well as facilitating the transfer of E-Value between customers based on PaxSente instructions. This includes recording all PaxSente transactions, verifying and confirming each transaction, and updating the records of PaxSente accounts.

1.4 "Customer" refers to any individual or business that uses PaxSente Mobile Money Services.

2. APPOINTMENT

2.1. Hamilton Mobile Commerce Uganda Ltd appoints the Agent as a non-exclusive PaxSente Mobile Money Agent.

3. AGENT RESPONSIBILITIES

3.1. To Provide PaxSente Mobile Money Services to Customers.

3.2. Guarantee the upkeep of comprehensive and precise transaction records by implementing meticulous record-keeping practices. This involves regularly updating transaction logs, ensuring accuracy and completeness in all entries, and systematically organizing records for easy retrieval. The Agent must use secure and reliable systems to store transaction data, protecting it from unauthorized access and potential data breaches. By maintaining detailed and accurate records, the Agent ensures transparency and accountability in all financial activities, fostering trust and reliability in the PaxSente Mobile Money Services.

3.3. Comply with all applicable laws, regulations, and industry standards.

3.4. Safeguard customer information and uphold the strictest standards of confidentiality to ensure the privacy and security of all data.

3.5. Prominently showcase PaxSente branding and marketing materials in all customer-facing locations and communications to enhance visibility and brand recognition.

3.6. The Agent shall ensure that at all times during the Contract Period, the Balance shall not fall below the Minimum Balance.

3.7 The Agent shall report any suspicious transactions to Paxtel within 24 hours from the occurrence of a suspected or confirmed fraud and/or layered transactions using phone number +256 724000100.

4. PAXTEL'S RIGHTS & OBLIGATIONS

4.1. Paxtel shall supply and make available to the Agent the Registration Forms.

4.2. Paxtel shall ensure that the Agent's SIM Card is enabled to perform the relevant functionality with respect to the registration of Customers.

4.3. Paxtel will validate new PaxSente Accounts upon receipt of the relevant Registration Forms and Supporting Documents from the Agent duly completed.

4.4. Paxtel reserves the right to disable/ blacklist/ disconnect/suspend the Agent and/or Agent's SIM Card from the Paxtel Network or PaxSente System at any time if it determines, at its sole discretion, that the Agent or Agent's SIM Card or connectivity:

(1) is being used unlawfully including but not limited to (suspected) fraudulent transactions or;

(2) has two repeated incidents of cashing out fraud proceeds or;

(3) is being used for purposes other than in connection with the Agent Services or PaxSente Services or;

(4) that the Agent is not complying with the terms of this Agreement and/or the PaxSente Agent Manual.

4.5 To the fullest extent permissible by law Paxtel excludes warranties of all kinds and shall not be liable for any costs, loss, liability or damage whether direct, special or consequential whatsoever and howsoever arising whether from any suspension or termination of this Agreement or otherwise in accordance with the terms of this Agreement.

4.6. Paxtel will provide the PaxSente Agent Manual to the Agent as soon as practicable after execution of this Agreement.

4.7. Paxtel shall have the right at any time during the Contract Period to inspect the Agent's business premises, Outlets and business operations to ensure compliance with the terms of this Agreement.

4.8. Paxtel reserves the right to vary the terms of this Agreement, the PaxSente Agent Manual and the rates at which the Commission is payable at any time and for any reason whatsoever. Variations will be notified by way of letter; advertisement in a daily newspaper, SMS, or on Paxtel's Website and/or by using any other suitable means and the Agent shall be deemed to have been notified of any such variations whether or not they have actually come to the Agent's attention. By continuing to use the Agent's SIM Card after any such variation the Agent shall be deemed to have agreed to the variations.

5. COMMISSIONS AND FEES

5.1. The Agent will receive a commission on the total value of all transactions they process. This commission will be calculated based on the sum of each individual transaction handled by the Agent, providing an incentive for efficient and effective service delivery.

5.2. Hamilton Mobile Commerce retains the authority to modify commission rates at its discretion. This right allows the company to adjust the percentage of commissions earned by the Agent, reflecting market conditions, company policies, and other influencing factors. Any changes to the commission structure will be communicated to the Agent in a timely manner to ensure transparency and understanding.

6. SECURITY AND RISK MANAGEMENT

6.1. The Agent is responsible for implementing comprehensive and robust security measures to safeguard against unauthorized access and fraudulent activities. These measures should include, but are not limited to, the use of advanced encryption techniques, regular security audits, multi-factor authentication, and continuous monitoring of transaction activities. By adhering to these stringent security protocols, the Agent ensures the integrity and confidentiality of all customer data and financial transactions

6.2. The Agent shall report any suspicious transactions or security incidents to Hamilton Mobile Commerce immediately.

6.3. The Agent is required to maintain sufficient insurance coverage to protect against potential risks associated with business operations. This insurance should cover a wide range of contingencies, including but not limited to, liability, property damage, theft, and any other unforeseen events that could impact the business. By ensuring comprehensive insurance coverage, the Agent safeguards their operations and mitigates financial losses, thereby maintaining stability and confidence in their service provision.

6.4. The Agent shall report any loss of a Sim card as soon as this loss is brought to their attention.

6.5. The Agent shall also not use any of the PaxSente equipment to commit any crime or aid any party in committing a crime using Paxtel's resources.

7. INTELLECTUAL PROPERTY

7.1. The Agent acknowledges and affirms that PaxSente is a registered trademark owned by Hamilton Mobile Commerce. This recognition signifies that all branding, logos, and related intellectual property associated with PaxSente are legally protected and exclusively owned by Hamilton Mobile Commerce. As such, the Agent agrees to respect and uphold the trademark rights, ensuring that all representations of the PaxSente brand are in strict compliance with the guidelines and standards set forth. Any unauthorized use or infringement of the PaxSente trademark will be subject to legal action and penalties as per the applicable laws and regulations

7.2. The Agent shall not use PaxSente's intellectual property without prior written consent.

8. CONFIDENTIALITY

8.1. The Agent is obligated to uphold the confidentiality of all customer information and transaction data. This includes implementing stringent data protection protocols to prevent unauthorized access, ensuring that all customer details are securely stored and only accessible by authorized personnel. The Agent must also ensure that any transmission of customer data is done through secure channels, safeguarding against potential breaches and maintaining the integrity of the information. By adhering to these confidentiality requirements, the Agent protects the privacy of customers and fosters trust in the services provided

8.2. The Agent shall not disclose any confidential information to third parties.

9. DISPUTE RESOLUTION

9.1. Any disputes arising from this Agreement shall be resolved through arbitration.

9.2. The arbitration shall be conducted in accordance with the arbitration rules of Uganda

10. GOVERNING LAW

10.1. This Agreement shall be governed by and construed in accordance with the Laws of Uganda.

11. ENTIRE AGREEMENT

11.1. This Agreement constitutes the entire agreement between the parties.

11.2. This Agreement supersedes all prior negotiations, understandings, and agreements.

By signing below, the parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this Agreement.

Hamilton Mobile Commerce:

Signature: _____

Name: _____

Title: _____

Date: _____

Agent:

Signature: _____

Name: _____

Title: _____

Date: _____