



BRASSICA TERMS AND CONDITIONS

Table of Contents

| | |
|---|----|
| Terms & Conditions | 1 |
| 1. The Agreement | 1 |
| 2. Definitions | 1 |
| 3. The BPay | 3 |
| 4. Onboarding/Signing UP | 3 |
| 5. Fees and Charges | 4 |
| 6. Transacting/Limits | 4 |
| 7. Website | 4 |
| 8. Functionality | 4 |
| 9. Security & Unauthorized Use | 5 |
| 10. Statement | 5 |
| 11. Suspension or Closure of Account | 6 |
| 12. Failure or Malfunction of Equipment | 6 |
| 13. Notices and Advertisement | 6 |
| 14. Fraud Prevention | 7 |
| 15. General | 7 |
| 16. Sanctions | 8 |
| 17. Customer Responsibilities | 8 |
| 18. Transfer Reversals | 9 |
| 19. Refunds | 9 |
| 20. Reversal of Airtime and Data Purchases | 10 |

Terms & Conditions

Brassica (Brassica Pay Limited and Brassica Capital Limited) is governed and guided by the rules and regulations as outlined herein and shall be amended from time to time and these rules and regulations including updates made to them are binding on all who use Brassica's Services hereafter (the Service).

1. The Agreement

These Terms and Conditions ("Terms", Terms and Conditions, Terms of Use, Terms of Service) govern your (you the customer, partner, merchant) relationship with Brassica's Services and use of Brassica's Website (the Service) as operated by Brassica Pay Limited and Brassica Capital Limited. It's important you read and understand these Terms and Conditions. You can only access and use the Service if you accept these Terms and Conditions. These Terms of Use apply to all users, customers, merchants, partners who use the Service. By accepting or using the Service you agree to be bound by these a) Terms & Conditions b) Privacy Policy, and c) Refund Policy. Brassica reserves the right to make changes to and update a, b, and c, to meet statutory, regulatory, contractual, business, customer requirements and any other requirement that Brassica deems fit. If you disagree with any part of these Terms and Conditions, then you cannot access the Service or use the Website.

2. Definitions

The following relate to these Terms and Conditions.

- 2.1. **"Your Account"** Means your registration with Brassica in order to use the BPay or any of its payment services.
- 2.2. **"Account Holder"** refers to the individual (person or business) in whose name the bank account is registered.
- 2.3. **"The App"** Means BPay
- 2.4. **"Bank Account"** Means financial account into and out of which money is paid and moved.
- 2.5. **"Brassica"** Means Brassica Pay Limited and Brassica Capital Limited.

- 2.6. **“Cell Phone”** Means means a telecommunication device that uses radio waves over a networked area (cell) and is used to access telecommunication services.
- 2.7. **“Credit”** Means depositing money into a mobile money wallet or a bank account.
- 2.8. **“Customer”** Means a person who downloaded the BPay and has fully onboarded according to the onboarding terms specified in these terms and conditions.
- 2.9. **“Debit”** Means movement of money from your Source of Fund
- 2.10. **“E-mail”** Means electronic mail sent via computer and computer networks.
- 2.11. **“GSM”** Means the Global System for Mobile communications as defined in the European Technical Standards Institute's list of specifications.
- 2.12. **“Mobile Money”** Means electronic money held with any of the providers of such services.
- 2.13. **“Mobile Money Wallet”** Means the electronic account into and out of which money is paid and moved.
- 2.14. **“Name Enquiry Check”** refers to the process that is used to validate and bring the name of the mobile money wallet or bank account holder to which customer is sending or transferring money to customer so customer can be sure they are sending money to the right account or wallet.
- 2.15. **“Partner Banks**
- 2.16. **“PIN”** Means Personal Identification, the secret code you choose for your Mobile Money Wallet and Bank account without which transactions on such accounts cannot be executed.
- 2.17. **“POS”** Means Point of Sale device which is used for Mobile Money transactions.
- 2.18. **Recipient Account** Means the Mobile Money Wallet or Bank Account into which money is paid.
- 2.19. **“Sign Up”** refers to the process of registering with the required and accurate information in order to be a customer and be able to use the BPay service.
- 2.20. **“SMS”** Means a Short Messaging Service consisting of text message.
- 2.21. **“Source of Fund”** Means the Mobile Money Wallet or Bank Account which is added to a users' account on the Service.
- 2.22. **“The Service”** Means Brassica's website Brassica's payment services which include BPay, Brassica Bulk Payments, Brassica Remit, Brassica Merchant Wallet, Brassica Payment Cards, and any other service to which Brassica may apply these terms and conditions.
- 2.23. **“Transfer”** Means paying money out of your Source of Fund

- 2.24. **“Transact”** or **“Transaction”** means the transfer of money from one wallet to another wallet, transfer of money from one wallet to a bank account, transfer of money from one bank account to another and the purchase of data and airtime.
- 2.25. **“User Manual”** refers to a document, brochure or booklet with information and instructions on how to use the Service.
- 2.26. **“Wallet”** Means a customer’s Mobile Money transactional account which is accessed primarily through their cellphone.
- 2.27. **“Wallet Holder”** refers to the individual (person or business) in whose name the Mobile Money wallet is registered.
- 2.28. **“We”** or **“Us”** or **“Our”** refers to Brassica Pay Limited and Brassica Capital Limited
- 2.29. **“You”** or **“Your”** refers to the user or Customer of the Service.

3. The BPay

- 3.1. Using the BPay, customers will be able to a) Send money, (transfer money) b) Pay bills, c) Buy airtime and data and d) Check the things they spend money on.
- 3.2. Users of the BPay will be informed of the availability of any services and features as and when those services and features become available.

4. Onboarding/Signing UP

- 4.1. To be able to use the Service, customers will be required to sign up.
- 4.2. The process of sign up requires prospective customers to provide basic information such as name and phone number.
- 4.3. For purposes of preventing fraud and also satisfying regulatory requirements, prospective customers will as part of the sign up process be asked to provide information such as their Ghana Card number and a self-photograph (selfie)
- 4.4. The Ghana card number together with the self-photograph are used to verify the profile of the customer.
- 4.5. Without this verification, prospective customers cannot do any transaction on the Service.
- 4.6. BPay can only be used by persons 18 years and above and with a validly issued Ghana Card. This includes resident foreigners with a validly issued Non-resident Ghana card.
- 4.7. Brassica reserves the sole right to decline registration or sign up onto the Service.

4.8. If upon verification Brassica is not satisfied with the information provided, we may refuse your sign up onto the Service.

5. Fees and Charges

5.1. You pay fees and charges when you use the Service.

5.2. Brassica reserves the right to revise and update these fees and charges and inform its customers of such revisions in fees and charges.

6. Transacting/Limits

6.1. Transactional and daily limits are placed on your Mobile Money Wallet or Bank Account by your Mobile Money Wallet provider or bank.

6.2. These limits together with their terms and conditions still apply to your Mobile Money Wallet and/or Bank Account when you transact on the Service.

7. Website

7.1. The use of the Brassica Website for the purpose of accessing services that are available on the Service BPay is subject to these terms and conditions.

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8. Functionality

8.1. You consent to us;

8.2. That you acknowledge BPay is used for transactions as provided by Brassica Pay Limited and Investment services as provided by Brassica Capital Limited.

8.3. That upon a full onboarding onto the BPay for the purpose of performing transactions, you can be sent information by Brassica about **“Invest My Change or Round Up”** – a service that allows you to invest small amounts from your wallet and/or bank account with Brassica Capital Limited any time you transact on BPay

8.4. That Brassica Pay Limited can debit your wallet and/or bank account with **the investment amount** agreed by you with Brassica Capital Limited and in accordance with the terms and conditions provided by Brassica Capital Limited for its investment services.

8.5. You reserve the right to decline the offer to sign up for this service.

8.6. Your right to refuse this offer to invest your change anytime you make transactions on the BPay does not in any way whatsoever affect these terms and conditions but solely applies to and affects the terms and conditions provided by Brassica Capital Limited as guiding **Invest My Change or Round Up**.

9. Security & Unauthorized Use

9.1. You are required to set a confidential password as part of your onboarding onto the Service. This password is mandated for the use of the Service in such a manner that without it you cannot use the Service.

9.2. You have 3 attempts to enter your valid password. If you enter the wrong password on the third attempt, access to the Service will be denied for five minutes.

9.3. If you reasonably believe that your password has been compromised, you can use the update password feature of BPay to create a new confidential password.

9.4. You are solely responsible for keeping your password secret in your use of the Service. Your password shall not be communicated to anyone, must be kept in a very confidential manner and should in no case be written on any document. You must ensure your password is always entered on the Service out of sight of anyone.

9.5. The Personal Identification Number (PIN) together with the terms and conditions that come with as provided by your service provider all apply to your wallet and/or bank account on the Service as you transact on the BPay. You indemnify us against any loss or claims suffered in respect of such transactions.

9.6. Any transaction from the Service is deemed to have come from you.

9.7. Should you dispute that any transaction came from the Service, you are required to prove such transactions did not come from you.

9.8. You are responsible for protecting the mobile devices you use to access the Service from unauthorized access.

10. Statement

10.1. You can request a statement showing all your transactions on the Service using the "Download Transactions" function on the Service. You have 30 days from the date of the statement within which you can inform if you think a transaction, or the statement is not correct. If you do not

raise this concern within the stipulated time stated here, you hereby waive the right to dispute any transactions reflected on the statement or to recover any losses from unauthorized transactions reflected in the statement.

11. Suspension or Closure of Account

- 11.1. Brassica reserves the right to suspend or close your account on the Service (which includes the Website) if there is reasonable information and belief that you are 1) in breach of these terms and conditions 2) trying to compromise our systems 3) interfering with any Services provided by us.
- 11.2. We can suspend or close your account, restrict activity on it, if in any way we know or suspect your account is being used fraudulently, negligently or for illegal activities or if we must do so to comply with law or any court judgement or directive.
- 11.3. We may choose to close or suspend your account at any time to protect our business interests.
- 11.4. We will not be responsible and liable to you for any direct, indirect, consequential or special damages or losses suffered by you as a result of your account being closed or suspended by us under this clause 10.

12. Failure or Malfunction of Equipment

- 12.1. We are not responsible and liable for any losses or damages arising from any failure, malfunction and/or delay of any device or the internet which are circumstances beyond our control.

13. Notices and Advertisement

- 13.1. The cell phone number and/or email address you provide as part of your onboarding during the onboarding process are regarded as your chosen address for receiving notices, promotional messages, documents, and any formal communication from us. You must notify us immediately (with your new cell phone number and/or email address) should the cell phone number and/or the email address you provided during onboarding change.
- 13.2. We are entitled to send any notices to your cell phone number and/or email address or the new ones provided. These communications will be regarded as having been received by you unless the contrary is proven.

- 13.3. You can make any complaints, enquiries or requests to our Call Center Phone Number or send a communication to our email address and/or to our social media platforms at Brassica Pay GH or through the Google or App Store channels.
- 13.4. Any legal notice should be sent to us at our chosen address at:
Brassica Pay Limited
Osu Badu Link
- 13.5. You acknowledge and agree that his agreement will be regarded as having been entered into in Accra and any breach of this agreement will be considered as having taken place in Accra.

14. Fraud Prevention

- 14.1. You consent to us;
- 14.2. Cooperating with the Ghana Police Service or any fraud prevention or security agency or any entity as mandated by law to carry out identity checks, to release any information we have on you and to investigate you for any fraudulent activity that we believe you may have carried out on the BPay.

15. General

- 15.1. We may at any time amend this terms and conditions and notify customers of such amendments. Any amendment will not constitute a novation of this agreement.
- 15.2. You shall not vary any of these terms and conditions.
- 15.3. You agree that we may sue you in court of competent jurisdiction.
- 15.4. A favor or concession we may give you will not affect any of our rights against you.
- 15.5. These terms and conditions are governed by the laws of Ghana.
- 15.6. We will not be responsible and liable to you for any indirect, consequential, or special damages arising from any act or omission by us or by any third party for whom we are responsible and whether arising in contract, statute or tort.
- 15.7. You are responsible for your connection to the internet and all costs associated with same that internet connection.
- 15.8. You must notify us immediately or any change to any information you provided as during onboarding.

- 15.9. You agree that your information, including your personal information, your telephone conversations with our call center and on all our communication channels as provided for in this terms and conditions and as shall be updated from time to time and your transactions shall be recorded for purposes of improving the service we provide to you, for improving our business operations and to resolve any disputes or conflict that may arise.
- 15.10. Same information as mentioned in clause 14.9 shall be recorded and kept for a period of 5 years upon suspension or closure of your account with Brassica.
- 15.11. You must notify us about any changes to the information you provided during your onboarding,
- 15.12. All copyrights, trademarks and other intellectual property rights used and/or contained in our notices, documents, communications or as part of our services remain the property of Brassica Pay Limited and you do not have any rights whatsoever to any of these.
- 15.13. You accept that all transactions effected on the BPay are subject to other terms and conditions on Brassica Website and from our call center.

16. Sanctions

- 16.1. Any abusive and/or fraudulent use of the BPay and any false declaration may be punishable by the laws in Ghana.
- 16.2. Any costs whether monetary or nonmonetary incurred by us as a result of your abusive and/or fraudulent use of the Service will be borne by you.
- 16.3. Any transactions or actions from you through the Service triggering a malfunction of our systems and requiring technical intervention will be charged to and borne by you.

17. Customer Responsibilities

- 17.1. It is the responsibility of the customer to ensure that that they provide accurate personal information to Brassica. To this end, the customer undertakes to Brassica that any information provided is true and accurate and that customer is obligated to provide any additional information failure of which shall result in the suspension or closure of customer's account.
- 17.2. Customer is responsible for paying all fees, charges and taxes on any transaction that is carried out on the BPay whether these were made by you or someone else with or without hour authority of knowledge.

- 17.3. You must not use the BPay to commit any offense – Fraud and Money Laundering and any other financial offense that is not allowed under the relevant laws of the country or contravenes the Electronic Payment Act 772 and the Money Laundering Regulation of Ghana, 2011.
- 17.4. In case of any complaints regarding the use of the service, the customer must lodge the said complaints within 30 calendar days from the date of detection of the anomaly.
- 17.5. The customer can use one of the following media in lodging any complaints: 1) An email to the Brassica using support@Brassicagroup.com 2) by calling our Call Center.
- 17.6. What happens if customer's cell phone or mobile device is stolen? Anything for the customer to do? What will Brassica also do to help the customers? It can be a selling point for us – part of our security measures to secure the funds and personal information of customers.
- 17.7. Customer must comply with any instructions issued by Brassica from time to time for the use of the Service.

18. Transfer Reversals

- 18.1. Customer acknowledges that Brassica is not the provider of mobile money wallet and/or bank account services, as such cannot and is not responsible for the reversal of transfers wrongly made either from customers mobile money wallet to a wrong mobile money wallet or from customer's mobile money wallet to a wrong bank account or from customer's bank account to a wrong bank account.
- 18.2. Customer is solely responsible for assisting the provider of their mobile money wallet or bank account service for purposes of reversal of the wrong transfer.
- 18.3. Without prejudice to clauses 18.1 and 18.2, Brassica undertakes to only assist to the extent possible and within its control the provider of customer's mobile money service or bank account service should that request be made by customer's mobile money or bank account service provider.
- 18.4. All terms and conditions provided by the customer's mobile money service or bank account service provider on the reversal of wrong transfers shall apply in full.
- 18.5. Brassica or any third party for whom it is responsible will not be held liable for any losses or damages suffered either directly or indirectly or consequentially either by customer or any third party for whom they are responsible as a result of any wrong transfer.

19. Refunds

- 19.1. Our refund terms and conditions apply to the following occurrences:
- a) Money is taken from a customer's source of fund (debit transaction) but the recipient has not received the money (i.e. the destination account has not been credited) even though customer selected the correct recipient's phone or account number.
 - b) Money is taken from a customer's source of fund more than once for the same transaction (multiple payments)
 - c) The recipient mobile money wallet number or bank account number which customer entered incorrectly does not exist, but money is taken from customer's source of fund.
- 19.2. Brassica shall within 48 hours upon notice of such occurrences mentioned in clause 19.1 investigate and either:
- a) Refund the money to customer if the service for which customer was making payment is no longer available or customer is no longer interested in making payment for the service or;
 - b) Send money (credit) the account of the recipient into which customer was making payment.
- 19.3. Brassica shall seek the consent of customer before executing "a" or "b" under clause 19.2.
- 19.4. Beyond the refund of the exact amount in clause 19.2. Brassica or any third party for whom it is responsible shall not be held liable for any direct, indirect, consequential, or special damages arising from such failure.
- 19.5. For claims of refund for which upon investigation it is established customer was negligent or entered wrong information, Brassica shall not make any refund. Customer is solely responsible for bearing the cost of such negligence or mistake.
- 19.6. In all claims of refund, Brassica shall investigate and act accordingly.
- 19.7. Customer shall take the outcome of such investigation by Brassica as true and factual unless otherwise proven by customer.

20. Reversal of Airtime and Data Purchases

- 20.1. Customer acknowledges that Brassica is not the provider of mobile money wallet and/or bank account services, as such cannot and is not responsible for the reversal of data or airtime wrongly purchased from customer's mobile money wallet or bank account.
- 20.2. All terms and conditions provided by customer's mobile money service or bank account service provider on the reversal of data or airtime wrongly purchased shall apply in full.

- 20.3. Brassica will not be held liable for any losses or damages suffered either directly or indirectly or consequentially either by customer or any third party for whom they are responsible as a result of any wrong transfer.
- 20.4. Customer is solely responsible for assisting the provider of their mobile money wallet or bank account service for purposes of reversal of data or airtime purchases wrongly made.
- 20.5. Brassica or any third party for whom it is responsible will not be held liable for any losses or damages suffered either directly or indirectly or consequentially either by customer or any third party for whom they are responsible as a result of data or airtime purchased wrongly.