



**Sampath Bank**

WE PRESENT YOUR FUTURE



# **MERCHANT'S** Application Form

Sampath PayApp enables your customers to pay for anything at your retail store or website conveniently.



# MERCHANT'S APPLICATION FORM



For office use only

Ref

PayApp ID

Date :

Implementation Method

Please use BLOCK LETTERS



Online Integration



ERP Integration



Mobile App

## 1 DETAILS OF THE COMPANY

☐ Company Name : \_\_\_\_\_

☐ Doing Business As : \_\_\_\_\_

☐ Business  
Registration Number :

☐ Nature of Business :

☐ Company Type : **Limited Liability Company** ☐ **Partnership** ☐ **Proprietor** ☐ **Other** ☐

☐ If Other, Specify : \_\_\_\_\_

☐ Registered Address : \_\_\_\_\_

☐ Telephone :

☐ Fax :

☐ Mobile Phone Number :

☐ Email (for official confidential communication) : \_\_\_\_\_

☐ Web Address (URL) : \_\_\_\_\_

☐ Account Number for Settlement :

☐ Description of the Business  
conducted using the product :

## 2 DELEGATES TO OPERATE THE FACILITY

Name

NIC Number

Contact Number

PayApp ID

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# GENERAL TERMS AND CONDITIONS

Sampath Bank PLC  
No 110, Sir James Peiris Mawatha,  
Colombo 02  
Dear Sir,

I/We \_\_\_\_\_ in the Democratic Socialist Republic of Sri Lanka and having its registered office at \_\_\_\_\_ (hereinafter referred to as "Merchant" which term shall mean and include the said \_\_\_\_\_ and its successors) authorizes you and requests you to issue User Identification Numbers (hereinafter sometimes referred to as PayApp ID) and allow the use of PayApp (hereinafter referred to as "Facility") and hereby agree to be bound by the following Terms and Conditions.

## 1. ACCESSING THE FACILITY

**1.1.** The Merchant shall at its cost provide mobile phones or other compatible equipment ("Equipment") and arrangements necessary to access and operate the Facility.

**1.2.** Any Equipment supplied to the Merchant by the Bank shall remain the property of the Bank and shall be surrendered to the Bank on demand. The Bank may charge the Merchant the cost of Equipment so supplied by the Bank and/or the costs of repairing same in case of damage due to improper handling by the Merchant.

**1.3.** The Bank shall provide for and assist in the installation of the Facility software on the Equipment.

**1.4.** Bank shall provide the Merchant with appropriate training and instructions, and the Merchant shall access and operate the Facility only in accordance with such instructions as the Bank may give the Merchant from time to time.

**1.5.** Merchant shall be responsible for the cost of any electricity consumed by the Equipment and for any telephone and/or data package charges payable in connection with the Facility.

**1.6.** Merchant shall ensure that at all times during business hours sufficient number of members of the Merchant's staff who have been trained to operate the Equipment are available.

**1.7.** The Merchant shall ensure that any password, PayApp ID or other access code used with the facility remains confidential and shall contact the Manager-Electronic Banking, Sampath Bank immediately in writing if there are sufficient grounds to suspect that its password, PayApp ID or other access may have been disclosed or an unauthorized use has occurred and obtain an acknowledgement in respect thereof.

**1.8.** Merchant shall not alter or otherwise tamper with the Equipment or its software installed.

**1.9.** Merchant shall report promptly to the Bank any fault or suspected fault in the operation of the Equipment.

**1.10.** Merchant shall be subject to and shall comply with the Transaction Limit and/or Daily Limit as may be imposed by the bank.

**1.11.** The Merchant shall prominently display at each of its service outlets, terms, conditions and operational instructions in the prescribed form to be provided by the Bank to the Merchant.

**1.12.** The Merchant shall confirm the completion of transactions by checking with the Customer who would be informed by way of a text message/ electronic means.

### 1.13. Reporting Loss of Equipment;

a) Merchant shall immediately report the loss of an equipment to the Bank as per Clause 1.7.

b) The Bank will not assume responsibility for any incident, transaction, loss of data or funds that may arise due to the loss of an Equipment.

**1.14.** Merchant shall allow the Bank access to the Equipment at all reasonable times.

## 2. AUTHORITY TO ACT ON THE FACILITY INSTRUCTIONS

**2.1.** The Bank shall act on instructions given by the Merchant via the facility in the same manner as if the Bank received written instructions from the Merchant, it being intended that the transactions carried on instructions received by the Bank through electronic means as contemplated herein should not be contrary to the provisions of the Electronic Transactions Act No. 19 of 2006.

**2.2.** All transactions once completed using the PayApp ID and passwords on the Equipment are conclusive and binding, and the Bank is not required to seek further confirmation on the authenticity of transactions and will not be held liable for carrying out instructions that are validated by the PayApp ID and password of a Merchant.

**2.3.** The Delegates (hereinafter defined) are required to create their own PayApp IDs and respective passwords personally and that consequently, only each such Delegate shall have access to The Merchant's account/s thereafter via such respective PayApp IDs and corresponding passwords.

**2.4.** We hereby authorize the Bank to accept and / or act upon any instructions or messages received by the Bank through Sampath PayApp from the delegates, which are purported to be executed and communicated to the Bank by us (whether or not they act within the powers and authorities vested in them).

"Delegates" means the persons authorized and empowered by the Merchant, to create their own PayApp IDs and passwords for operating the Merchant's account/s on the Merchant behalf through Sampath PayApp facility and who are vested with such powers and authorities to access the Merchant's account/s, execute transactions on our behalf and in the Merchant's name and to issue instructions to the Bank, whose instructions via Sampath PayApp, the Merchant shall authorize the Bank to act upon in respect of any matter relating to the operation of the Merchant's account/s as deemed fit.

**2.5.** Merchant shall agree to perform Sampath PayApp operations through the use of specific menu options available on Sampath PayApp and assures the Bank that the Delegates too shall operate Sampath PayApp through such specific menu options within the scope of the product features.



**2.6.** Merchant shall accept and agree to provide or cause to be provided our data, information, instructions and messages at own risk and ensures that all data transmitted to the Bank for or in connection with Sampath PayApp service is correct and complete.

**2.7.** Merchant shall undertake and assure the Bank that Merchant shall inform the Bank immediately of any errors, discrepancies or omissions with regard to any data, information, instructions and messages upon same coming to its notice and confirm that the Merchant shall not hold the Bank liable in any manner with regard to any response the Bank may have made until such notice is received by the Bank in writing, authenticated e-mail or via the e-mail address mentioned in this application.

**2.8.** Merchant shall accept full responsibility for all transactions processed or effected by the use of Sampath PayApp howsoever effected and undertake and confirm that we shall not act in violation of any statutory or regulatory or other provisions prevailing in the said Republic at any time, through the use of Sampath PayApp.

**2.9.** Merchant shall agree that the Bank is under no obligation to honour payment or other instructions, if the Bank deems that such instructions are found to be irregular.

**2.10.** Merchant shall authorize the Bank, at the Bank's discretion to record by whatever means, the transactions carried out by the Merchant through the Delegates appointed by the Merchant via Sampath PayApp and agree that such records may be used by the Bank for the purpose of, amongst other things, establishing or verifying that a particular transaction was effected by the Merchant through the use of Sampath PayApp in terms of these terms and conditions.

**2.11.** Merchant shall accept the Bank's records and statements of all transactions processed by the use of Sampath PayApp as conclusive and binding on us for all purposes and confirm that all transactions effected and instructions given by the Delegates are deemed to be effected by the Merchant and given by the Merchant.

### 3. FEES

**3.1.** The bank reserves the right to debit the Merchant Accounts and/or the Bank Accounts as is applicable for the use of the Facility.

**3.2.** The Merchant agrees that by nominating a Bank Account to be linked to the Merchant's Account, the Merchant is consenting to the bank debiting and crediting such Bank Account for the purposes of effecting the Transactions. The Merchant acknowledges that the operating instructions given at the time of opening the said Bank Account may be contravened when debiting the account for the purpose of transacting through the Facility.

### 4. DISPUTE RESOLUTION

**4.1.** Any dispute or complaint between Merchant and the Customer, with regard to goods/services purchased/received shall be handled and resolved by Merchant without recourse to the Bank.

**4.2.** Any dispute or complaint by a Customer with regard to the Facility shall be handled and resolved by the Bank. The Bank will be entitled to have full conduct of all proceedings and negotiations relating to any such claim and in its discretion to accept, dispute, compromise or otherwise deal with the same and shall be under no liability in respect thereof to the Merchant and the Merchant will provide any assistance in connection with any such claim that the Bank may require.

**4.3.** If any dispute or difference whatsoever arises between the Bank and Merchant concerning matters relating to this Agreement or any provision thereof, the parties herein shall endeavor to resolve the dispute or difference amicably. Failing such amicable settlement within fourteen working days of such dispute or difference arising from, out of or in connection with this Agreement, or on the interpretation thereof, shall be settled exclusively by way of litigation.

### 5. USE OF MERCHANT'S NAME

**5.1.** The Merchant irrevocably authorizes the Bank to include the Merchant's name in any directory of promotional material produced in connection with the Facility.

### 6. REMOVAL AND CESSATION OF BUSINESS

**6.1.** The Merchant shall inform the Bank any removal of shops or offices and its cessation of business in writing 30 working days prior to its effective date.

### 7. DISCLAIMER

**7.1.** The Bank shall not be under any liability to the Merchant for any loss or damage (including, consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Equipment (s) or as a result of failure or error in the Equipment, the software or the Facility. The bank shall not be liable for any loss or damage whatsoever if the Bank is delayed or prevented from providing the Facility or any other service by reason of strikes, industrial disputes, failure or suspension of power supplies or telecommunication system or other system or Equipment or any other causes beyond the Bank's control, including technical causes in the Bank's computer or software systems.

### 8. INDEMNITY

**8.1.** The Merchant shall indemnify the Bank on demand in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by the Bank arising directly or indirectly from or in connection with;

(a) any failure by the Merchant to comply with the provisions of this Agreement and/or

(b) any transaction between the Merchant and a Customer and including, but without prejudice to foregoing, any alleged misrepresentation or breach of contract or other breach of duty by the Merchant (or any of the Merchant's officers employees or agents) to any Customer.

**8.2.** Merchant shall not use rooted, jailbroken, hacked or compromised devices to access and perform transactions in Sampath PayApp. The Bank shall not be held responsible for any loss or damage incurred as a result of using such device(s). Merchant shall hold the bank free from all liabilities from any loss or damage incurred due to the use of the service/s on such device(s). The Bank shall have the full discretion to cancel, withdraw and/or suspend the service without any prior notice or any reasons if the bank is made to know the device compromised.

### 9. CREDIT AND OTHER SERVICES

**9.1.** Use of the facility does not cast an obligation or compulsion upon the Bank to provide credit or other facilities or other services to the Merchant. All requests for credit or other facilities or services shall be subject to be processed in the usual course of business in the Bank.

### 10. CONFIDENTIALITY

**10.1.** Merchant shall keep strictly confidential all information received from the Bank in connection with the Facility and will disclose same only to those of its staff who require information for the purpose of the operation of the Equipment and the use of the Facility.

**10.2.** The Merchant shall take all steps necessary to ensure its staff are aware of such confidentiality obligations and, in particular but without limitation, will maintain strict security measures with respect to the encryption and terminal initialization procedures affecting the use of the Facility.

- a). Merchant shall not permit a third party to use the Equipment for any purpose without the prior written consent of the Bank.
- b). The Facility software is the valuable confidential property of the Bank and the Merchant shall return all copies in its possession as and when required by the Bank. Merchant shall not under any circumstance obtain any rights in Bank's property.
- c.) The Merchant will take all reasonable security precautions to protect the facility software and will not directly or indirectly attempt to modify or reverse engineer it.

## 11. VARIATION OF AGREEMENT

11.1. The Bank reserves the right at all times to vary or amend these terms and conditions. Any such variation or amendment or introduction will become effective and binding on the Merchant upon notification to the Merchant by ordinary post/ any electronic means.

On this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

### 3 DECLARATION BY THE COMPANY (FOR LIMITED LIABILITY COMPANIES)

We, \_\_\_\_\_ declare that the above information and instructions are true, correct and in accordance with the decision taken at the meeting of the Board of Directors as per the attached resolution dated \_\_\_\_\_. The company undertakes to abide by terms, conditions and indemnity of Sampath PayApp facility. We hereby certify that the following resolution was passed at a duly convened meeting of the Board held on \_\_\_\_\_ at which the quorum was present:

"It is resolved that the company requests the Bank to include it in the Sampath PayApp".



\_\_\_\_\_  
Director(s)

\_\_\_\_\_  
Director

\_\_\_\_\_  
Company Secretary

### 4 DECLARATION BY THE PARTNERSHIP

We, \_\_\_\_\_ the Partners of \_\_\_\_\_ [The Partnership Name] declare that the above information and instructions are true and correct. We undertake to abide by terms, conditions and indemnity of Sampath PayApp facility.

\_\_\_\_\_  
Signatures of Partners  
(Rubber Stamp)

*\* All partners should sign the application*

### 5 DECLARATION BY THE PROPRIETOR

I, \_\_\_\_\_ the Proprietor of \_\_\_\_\_ [The Proprietorship Name] declare that the above information and instructions are true and correct. I undertake to abide by terms, conditions and indemnity of Sampath PayApp facility.

\_\_\_\_\_  
Signature of the Proprietor on rubber stamp

FOR OFFICE USE ONLY



Customer ID

Date

Customer Data Verified by : \_\_\_\_\_

Canvassed By



**Branch Manager Recommendation**

CRIB record in order

YES

☐

NO

☐

**Branch Manager Recommendation / Comments**

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Branch Manager's Signature

Created By : \_\_\_\_\_

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

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

Verified By : \_\_\_\_\_

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

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