

# Merchant Terms & Conditions



**Pei Beta**

 Powered By Kina Bank

# Merchant Terms & Conditions

## 1. Introduction

These Terms and Conditions (“Terms”) govern the use of the Pei Beta Merchant Wallet (“Merchant Wallet”), a digital payment acceptance solution provided by Pei Beta. By registering for and using the Merchant Wallet, you agree to comply with these Terms, which form a binding agreement between you (“Merchant”) and Kina Bank.

---

## 2. Definitions

<b>Merchant Wallet:</b>	A digital platform that enables merchants to receive payments from customers using Pei Beta Wallet.
<b>Merchant:</b>	A business entity registered with Pei Beta to accept Wallet payments.
<b>Customer:</b>	A user of the Pei Beta Wallet making payments to the Merchant.
<b>Transaction:</b>	A payment made by a Customer to a Pei Beta Merchant using the Wallet.
<b>Settlement Account:</b>	The Kina Bank account designated by the Merchant to receive funds from Wallet transactions.
<b>KYC:</b>	Know Your Customer, the process of verifying the identity of the Merchant.

---

## 3. Eligibility and Registration

To be eligible for the Pei Beta Merchant Wallet, you must:

- Be a legally registered business or sole trader in Papua New Guinea;
- Hold an active Kina Bank business or sole trader account;
- Complete the KYC process and provide all required documentation;
- Agree to comply with all applicable laws and regulations.

Kina Bank reserves the right to approve or reject any application at its sole discretion.

---

## 4. Services Provided

The Merchant Wallet enables you to:

- Accept real-time payments from Pei Beta Wallet users
- Generate QR codes for payment
- View and download transaction history and daily summaries
- Receive automated settlement of funds into your designated account
- Access customer support and technical assistance
- Transfer to your nominated Kina Bank Account at your convenience

## 5. Merchant Responsibilities

As a registered Merchant using the Pei Beta Merchant Wallet, you agree to uphold the following responsibilities to ensure the integrity, security, and lawful use of the service:

### 5.1 Accurate Representation of Goods and Services

You must ensure that all goods and services offered through the Merchant Wallet are accurately described, priced, and delivered in accordance with applicable consumer protection laws. Misleading or deceptive conduct is strictly prohibited.

### 5.2 Legitimacy and Authorization of Transactions

You are responsible for ensuring that all transactions processed through the Pei Beta Merchant Wallet are:

- Initiated with the full knowledge and consent of the Customer
- For lawful purposes only
- Supported by appropriate documentation (e.g., receipts, invoices) where applicable.

You must not process transactions that are fraudulent, fictitious, or intended to bypass regulatory or banking controls.

### 5.3 Confidentiality and Security of Access Credentials

You must:

- Keep all login credentials, PINs, and access codes secure and confidential
- Restrict access to the Pei Beta Merchant Wallet to authorized personnel ONLY
- Implement reasonable security measures to protect devices and systems used to access the Wallet

Pei Beta is not liable for losses resulting from unauthorized access due to your failure to maintain adequate security.

### 5.4 Incident Reporting

You must promptly notify the Pei Beta Support Team in the event of:

- Unauthorized access or use of your Merchant Wallet;
- Suspected fraud or security breaches;
- Any technical issues affecting transaction processing.

Timely reporting helps mitigate potential losses and ensures compliance with regulatory obligations.

### 5.5 Branding and Promotional Compliance

As a participating Merchant in the Pei Beta Wallet ecosystem, you agree to uphold the following branding and promotional standards to ensure consistency, visibility, and trust in the Pei Beta brand:

### **5.5.1 Display of Branding Materials**

You shall prominently display Pei Beta branding, signage, and promotional materials at your physical and/or digital point of sale, including but not limited to:

- Window decals, countertop signs, or posters in physical retail locations
- Digital banners, logos, or payment option icons on websites or mobile applications
- QR codes or payment prompts that clearly identify Pei Beta as a payment method

These materials must be displayed in a clean, visible, and professional manner, as reasonably requested by Pei Beta.

### **5.5.2 Use of Approved Marketing Assets**

You agree to use only official and approved marketing materials provided or authorized by Pei Beta. You may not:

- Alter, modify, or recreate Pei Beta logos, slogans, or visual assets
- Use outdated or discontinued branding elements
- Incorporate Pei Beta branding into your own marketing materials without prior written approval

Pei Beta may update its branding guidelines from time to time, and you agree to implement such updates within a reasonable period.

### **5.5.3 No Misrepresentation of Relationship**

You must not:

- Misrepresent your relationship with Pei Beta
- Suggest or imply that Pei Beta endorses your business, products, or services beyond the scope of the Wallet service
- Present yourself as an agent, partner, or representative of Pei Beta unless explicitly authorized in writing.

All references to Pei Beta must be factual, accurate, and limited to your role as a participating Merchant in the Wallet program.

### **5.5.4 Inspection and Compliance**

Pei Beta reserves the right to monitor and enforce compliance with its branding and promotional standards. As part of this right, Pei Beta may take the following actions:

#### **(a) Inspection of Premises and Digital Platforms**

Pei Beta may, with reasonable notice, conduct inspections of your physical business premises or digital platforms (including websites, mobile apps, and social media pages) to verify that Pei Beta branding and promotional materials are:

- Properly displayed
- Up-to-date and in accordance with current branding guidelines
- Not used in a misleading or unauthorized manner

These inspections may be carried out by Pei Beta staff or authorized representatives.

### (b) Correction of Non-Compliant Materials

If Pei Beta identifies any use of branding or promotional materials that is outdated, misleading, altered, or otherwise non-compliant, you will be required to:

- Remove such materials immediately upon request
- Replace them with updated or approved materials provided by Pei Beta
- Cease any unauthorized use of Pei Beta's intellectual property

Failure to comply within the specified timeframe may result in further enforcement action.

### (c) Suspension or Termination of Access

In cases of repeated, wilful or serious violations of branding requirements, Pei Beta reserves the right to:

- Temporarily suspend your access to the Merchant Wallet until compliance is achieved
- Permanently terminate your participation in the Pei Beta Merchant Wallet program
- Report the violation to relevant regulatory authorities if required by law.

Such actions may be taken without liability to Pei Beta and without prejudice to any other rights or remedies available under these Terms or applicable law.

## 5.6 Compliance with Laws and Regulations

You must comply with all applicable laws, regulations, and industry standards, including but not limited to:

- Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) laws
- Tax obligations and reporting requirements
- Consumer protection and data privacy laws

Pei Beta reserves the right to audit your compliance and suspend services in the event of non-compliance.

---

## 6. Fees and Charges

### 6.1 Applicable Transaction Fees

Use of the Pei Beta Merchant Wallet is subject to transaction fees and service charges as outlined in the Merchant Fee Schedule provided to you during onboarding. These fees may include, but are not limited to:

- A percentage-based fee per transaction
- Flat-rate service charges
- Fees for optional value-added services (e.g., reporting tools, premium support)

You acknowledge and agree to the applicable fees upon activation of your Merchant Wallet account.

## 6.2 Fee Revisions and Notice

Pei Beta reserves the right to revise, introduce, or remove any fees or charges associated with the Merchant Wallet. Any changes to the fee structure will be communicated to you with at least thirty (30) days' prior written notice, which may be delivered via:

- Email to your registered business contact
- In-app notification through the Merchant Wallet platform
- Publication on the official Pei Beta website

Continued use of the Merchant Wallet after the effective date of the revised fees constitutes your acceptance of the new fee structure.

## 6.3 Automatic Deduction of Fees

All applicable fees and charges will be automatically deducted from your Merchant Wallet balance or from the daily settlement amount prior to transfer to your designated bank account. You are responsible for ensuring that your Wallet maintains sufficient funds to cover these deductions.

If your Wallet balance is insufficient to cover the fees:

- Pei Beta may deduct the outstanding amount from future settlements
- You may be required to make a manual top-up or payment
- Pei Beta reserves the right to suspend Wallet access until outstanding fees are paid.

## 6.4 Taxes and Withholding

All fees are exclusive of any applicable taxes, levies, or duties imposed by taxing authorities. You are responsible for the payment of all such taxes related to your use of the Merchant Wallet. Pei Beta may withhold taxes where required by law and provide appropriate documentation.

---

# 7. Settlement and Reconciliation

## 7.1 Daily Settlement of Funds

Pei Beta will process and settle the net proceeds from your Wallet transactions into your designated Kina Bank business account on a daily basis, subject to:

- Successful completion of the transaction
- Applicable fees, chargebacks, or adjustments
- Any holds or delays due to compliance or risk review

Settlement reports will be generated and made available to you through the Merchant Wallet platform or via email, depending on your account settings.

## 7.2 Merchant Responsibility for Reconciliation

You are solely responsible for:

- Reviewing and reconciling your daily transaction records against the settlement reports provided by Pei Beta
- Identifying and reporting any discrepancies, missing funds, or errors within five (5) business days of receipt of the settlement report
- Maintaining accurate internal records of all Wallet transactions for audit and compliance purposes

Failure to report discrepancies within the specified timeframe may result in Pei Beta being unable to investigate or rectify the issue.

## 7.3 Delays and Limitations of Liability

Pei Beta shall not be held liable for any delays in settlement or reconciliation caused by:

- Third-party systems, including but not limited to payment processors, telecommunications providers, or banking networks
- Force majeure events, such as natural disasters, civil unrest, power outages, or other events beyond Pei Beta's reasonable control
- Regulatory holds, fraud investigations, or compliance reviews that require temporary suspension of settlement

In such cases, Pei Beta will make reasonable efforts to notify you of the delay and resume settlement as soon as practicable.

## 7.4 Adjustments and Withholdings

Pei Beta reserves the right to:

- Withhold or adjust settlement amounts in the event of chargebacks, refunds, or suspected fraudulent activity
- Offset any amounts owed by you to Pei Beta against future settlement payments
- Delay settlement if additional verification or documentation is required

---

# 8. Disputes and Chargebacks

Pei Beta is committed to maintaining a fair and secure payment environment for both Merchants and Customers. This clause outlines the procedures and responsibilities related to transaction disputes and chargebacks.

## 8.1 Cooperation in Dispute Resolution

As a Merchant, you agree to fully cooperate with Pei Beta in the investigation and resolution of any disputes arising from Wallet transactions. This includes:

- Providing transaction records, receipts, delivery confirmations, or any other relevant documentation upon request
- Responding to dispute-related inquiries from Pei Beta within the specified timeframe

- Participating in any mediation or resolution processes facilitated by Pei Beta or regulatory authorities

Failure to cooperate may result in the automatic reversal of the disputed transaction and/or suspension of your Wallet access.

### **8.2 Transaction Reversals**

Pei Beta reserves the right to reverse or withhold settlement of any transaction if it is determined, at its sole discretion, that:

- The transaction was unauthorized or fraudulent
- The Customer did not receive the goods or services as agreed
- The transaction violates applicable laws, regulations, or these Terms

Reversals may be initiated based on internal investigations, Customer complaints, or instructions from financial institutions or regulators.

### **8.3 Merchant Liability for Chargebacks**

You are financially liable for any chargebacks resulting from:

- Non-delivery or delayed delivery of goods or services
- Delivery of defective, damaged, or misrepresented products
- Poor customer service or failure to resolve Customer complaints
- Unauthorized or disputed transactions where you are unable to provide sufficient proof of authorization or fulfillment

Pei Beta may deduct the value of chargebacks, along with any associated fees or penalties, from your settlement account or future Wallet proceeds.

### **8.4 Chargeback Prevention**

To minimize the risk of chargebacks, you are encouraged to:

- Clearly communicate your refund, return, and cancellation policies to Customers
- Maintain accurate and detailed transaction records
- Ensure timely and transparent delivery of goods and services
- Respond promptly and professionally to Customer inquiries and complaints

---

## **9. Security and Fraud Prevention**

Pei Beta is committed to maintaining the highest standards of security and fraud prevention across its digital payment ecosystem. As a Merchant, you play a critical role in safeguarding customer data, transaction integrity, and the overall trust in the Pei Beta Wallet platform.

### **9.1 Merchant Security Obligations**

You are required to implement and maintain reasonable and appropriate security measures to protect:

- Customer personal and financial data
- Transactional information processed through the Pei Beta Merchant Wallet
- Access credentials, devices, and systems used to operate the Wallet

These measures may include, but are not limited to:

- Use of strong passwords and secure authentication methods
- Regular software updates and antivirus protection
- Restriction of Wallet access to authorized personnel only
- Secure storage and handling of any printed or digital transaction records.

Failure to implement adequate security controls may result in suspension or termination of your Wallet access.

### **9.2 Monitoring and Fraud Detection**

Pei Beta reserves the right to:

- Monitor all Wallet transactions in real time or retrospectively for signs of suspicious, unusual, or potentially fraudulent activity
- Use automated systems and manual reviews to detect anomalies, such as high-risk transaction patterns, repeated failed attempts, or geographic inconsistencies
- Request additional information or documentation from you to verify the legitimacy of specific transactions.

If fraud or misuse is suspected, Pei Beta may, at its sole discretion:

- Temporarily suspend your Wallet access
- Withhold settlement of funds pending investigation
- Report the incident to relevant authorities or regulators

### **9.3 Incident Reporting**

You must immediately report to the Pei Beta Support Team any of the following:

- Suspected or confirmed data breaches involving customer or transaction data
- Unauthorized access to your Merchant Wallet account or systems
- Fraudulent transactions or attempts to misuse the Wallet platform

Reports must be made within 24 hours of discovery and include all relevant details to assist in investigation and resolution. Failure to report incidents in a timely manner may result in liability for resulting losses.

### **9.4 Cooperation with Investigations**

You agree to fully cooperate with Pei Beta and any relevant authorities in the investigation of security breaches, fraud, or misuse. This includes providing access to transaction records, system logs, and any other relevant information upon request.

## 10. Data Privacy and Use

Pei Beta is committed to protecting the privacy and confidentiality of all data collected, processed, and stored through the Pei Beta Merchant Wallet platform. This clause outlines the responsibilities of both Pei Beta and the Merchant in relation to data privacy and usage.

### 10.1 Compliance with Privacy Policy

Pei Beta will collect, use, store, and disclose personal and transactional data in accordance with its published Privacy Policy, which forms part of these Terms. By using the Merchant Wallet, you acknowledge and agree to the terms of the Privacy Policy, including any updates made from time to time.

### 10.2 Use of Transaction Data

Pei Beta may collect and use transaction data for the following purposes:

- **Regulatory Compliance:** To meet obligations under applicable laws, including Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) regulations
- **Service Improvement:** To monitor system performance, enhance user experience, and develop new features
- **Analytics and Reporting:** To generate anonymized or aggregated insights for internal analysis, business intelligence, and reporting purposes

All data used for analytics will be anonymized or aggregated to prevent identification of individual customers or merchants unless otherwise required by law.

### 10.3 Merchant Data Responsibilities

As a Merchant, you agree to:

- Handle all customer data obtained through the Wallet in a secure and confidential manner
- Use customer data solely for the purpose of completing Wallet transactions or as otherwise permitted by law
- Not sell, share, or disclose customer data to third parties without the express consent of the customer or as required by law
- Implement appropriate technical and organizational measures to protect customer data from unauthorized access, loss, or misuse.

### 10.4 Data Breach Notification

In the event of a data breach involving customer or transaction data:

- You must notify Pei Beta immediately upon discovery
- Cooperate fully with Pei Beta in investigating the breach and mitigating its effects
- Comply with any legal obligations to notify affected individuals or regulatory authorities

## 10.5 Data Retention

Pei Beta will retain personal and transactional data only for as long as necessary to fulfill the purposes outlined in these Terms or as required by law. Upon termination of your Merchant Wallet account, data may be retained for audit, legal, or regulatory purposes in accordance with applicable retention policies.

---

# 11. Suspension and Termination

## 11.1 Right to Suspend or Terminate by Pei Beta

Pei Beta reserves the right to suspend or terminate your access to the Merchant Wallet, either temporarily or permanently, at its sole discretion, under the following circumstances:

### (a) Breach of Terms

If you are found to be in breach of any provision of these Terms and Conditions, including but not limited to misuse of the Wallet, failure to comply with branding or data protection obligations, or non-payment of applicable fees.

### (b) Legal or Regulatory Requirement

If suspension or termination is required by law, regulation, court order, or directive from a competent regulatory authority, including but not limited to anti-money laundering or counter-terrorism financing obligations.

### (c) Fraudulent or Suspicious Activity

If Pei Beta detects or reasonably suspects any fraudulent, illegal, or suspicious activity associated with your Merchant Wallet account, including unauthorized transactions, identity theft, or attempts to manipulate the Wallet system.

### (d) Risk to Platform Integrity

If your continued use of the Merchant Wallet poses a risk to the security, integrity, or reputation of the Pei Beta platform or its users.

In such cases, Pei Beta may:

- Suspend your access immediately without prior notice
- Withhold settlement of funds pending investigation
- Notify relevant authorities where required

## 11.2 Termination by the Merchant

You may terminate your use of the Pei Beta Merchant Wallet at any time by providing thirty (30) days' written notice to Pei Beta. Termination will take effect at the end of the notice period, provided all outstanding obligations have been fulfilled.

## 11.3 Effect of Termination

Upon termination of your access to the Merchant Wallet:

- Your right to use the Wallet and associated services will cease immediately
- Any outstanding fees, charges, or liabilities incurred prior to termination shall remain due and enforceable

- You must return or destroy any Pei Beta branding or promotional materials in your possession

#### **11.4 No Liability for Termination**

Pei Beta shall not be liable to you or any third party for any loss, damage, or inconvenience arising from the suspension or termination of your access to the Merchant Wallet in accordance with this clause.

---

## **12. Amendments**

### **12.1 Right to Amend**

Pei Beta reserves the right to amend, modify, or update these Terms and Conditions at any time, in whole or in part, to reflect changes in:

- Applicable laws or regulatory requirements
- Business practices or operational procedures
- Features, functionality, or scope of the Merchant Wallet service

### **12.2 Notice of Amendments**

Any amendments to these Terms will be communicated to you with at least thirty (30) days' prior notice. Notice may be provided through one or more of the following channels:

- Email sent to the address registered with your Pei Beta Merchant Wallet
- Publication of the updated Terms on the official Pei Beta website

It is your responsibility to ensure that your contact information is up to date and to regularly review communications from Pei Beta.

### **12.3 Acceptance of Amendments**

Your continued use of the Pei Beta Merchant Wallet after the effective date of any amendment constitutes your acceptance of the revised Terms. If you do not agree to the amended Terms, you must discontinue use of the Merchant Wallet before the effective date of the changes.

### **12.4 Right to Terminate**

If you object to any amendment, you may terminate your use of the Pei Beta Merchant Wallet by providing written notice to Pei Beta Support prior to the effective date of the amendment. Termination will not relieve you of any obligations incurred prior to the effective date.

## 13. Limitation of Liability

### 13.1 No Liability for Indirect Losses

To the fullest extent permitted by law, Pei Beta shall not be liable to the Merchant for any indirect, incidental, special, punitive, or consequential damages. This includes, but is not limited to, loss of profits, loss of revenue, loss of business opportunities, loss of data, or reputational damage, even if Pei Beta has been advised of the possibility of such damages.

### 13.2 Cap on Liability

Pei Beta's total cumulative liability to the Merchant for any and all claims arising out of or in connection with the use of the Pei Beta Merchant Wallet, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be strictly limited to the total amount of Wallet-related fees paid by the Merchant to Pei Beta in the three (3) months immediately preceding the event giving rise to the claim.

### 13.3 Exclusions Not Applicable to Fraud or Gross Negligence

Nothing in these Terms shall exclude or limit Pei Beta's liability for:

- Fraud or fraudulent misrepresentation
- Gross negligence or wilful misconduct
- Any liability that cannot be excluded or limited under applicable law.

### 13.4 Merchant's Responsibility

The Merchant acknowledges and agrees that it is solely responsible for:

- Ensuring the accuracy of transaction data
- Maintaining the security of its devices and login credentials
- Complying with all applicable laws and regulations in connection with its use of the Merchant Wallet

### 13.5 Force Majeure

Pei Beta shall not be liable for any failure or delay in performance of its obligations under these Terms due to events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, labor disputes, internet outages, or actions of governmental authorities.

---

## 14. Governing Law and Dispute Resolution

### 14.1 Governing Law

These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the Independent State of Papua New Guinea, without regard to any conflict of law principles. All rights, obligations, and remedies arising under or in connection with these Terms shall be determined in accordance with Papua New Guinean law.

#### **14.2 Good Faith Negotiation**

In the event of any dispute, controversy, or claim arising out of or relating to these Terms, the Merchant Wallet, or the relationship between the parties, the parties agree to first attempt to resolve the matter amicably through good faith negotiations. Each party shall use reasonable efforts to resolve the dispute within thirty (30) days of written notice of the issue.

#### **14.3 Escalation and Mediation (Optional Clause)**

If the dispute cannot be resolved through negotiation, the parties may agree to refer the matter to mediation under the rules of an independent mediation body in Papua New Guinea. Participation in mediation shall not preclude either party from seeking legal remedies if mediation fails.

#### **14.4 Jurisdiction**

If the dispute remains unresolved after negotiation (and mediation, if applicable), either party may refer the matter to the courts of Papua New Guinea, which shall have exclusive jurisdiction to hear and determine any legal proceedings arising out of or in connection with these Terms.

#### **14.5 Injunctive Relief**

Nothing in this clause shall prevent Pei Beta from seeking urgent injunctive or equitable relief from a court of competent jurisdiction where such action is necessary to prevent irreparable harm or to preserve its rights.