

VERO360 LIMITED

Merchant Terms & Conditions — Provider-Specific Obligations

Document Version	1.0 — Full Regulatory Edition
Effective Date	01 April 2026
Company	Vero360 Limited
Applies To	All Verified Providers, Merchants & Service Professionals
MBRS Registration	Registered — Malawi Business Registry Services
Registered Office	Accurate House, Shop 6, First Floor, Zomba, Malawi
Contact	info@vero360.mw
Document Status	LEGALLY BINDING MERCHANT AGREEMENT

Binding Agreement: By registering as a provider or merchant on the Vero360 Super App, you enter into a legally binding agreement with Vero360 Limited governed by the Companies Act 2013, Consumer Protection Act 2003, Competition & Fair Trading Act, and all regulations issued by MACRA, RBM, and MRA. Read this document carefully before listing any service.

PART A — MERCHANT ELIGIBILITY & ONBOARDING

Section 1 — Who Can Register as a Merchant

The following individuals and entities may register as merchants on Vero360:

Merchant Type	Examples	Additional Requirements
Individual service provider	Plumber, electrician, cleaner, caterer, photographer	Valid NID; relevant skill or trade certification
Sole trader	Market vendor, home baker, tailor, mobile hairdresser	Valid NID; proof of business activity
Registered business	Restaurant, lodge, BnB, transport company	MBRS registration certificate; business NID
Ride-hailing driver	Taxi driver, private hire vehicle operator	Valid driving licence; vehicle roadworthiness certificate; NID
Courier / delivery partner	Motorbike courier, delivery van operator	Valid driving licence; NID; proof of insurance
Accommodation host	BnB owner, lodge operator, rental homeowner	NID; property ownership or rental authority letter

Minimum Age: All merchants must be at least 18 years of age. Vero360 reserves the right to request proof of age during KYC verification.

Section 2 — KYC Verification & Onboarding Process

Step	Action Required	Timeline	Outcome
1	Download Vero360 app and register with valid Malawian phone number	Day 1	Account created
2	Phone number verified via Firebase SMS OTP	Immediate	Account activated — basic access
3	Submit National ID (NID) photo and business information	Day 1	KYC under review
4	Pay MWK 5,000 non-refundable Verified Seller Setup Fee	Day 1	Payment confirmed
5	Operations team reviews NID and business information	Within 24 hrs	Approval or rejection with reasons
6	Verified Badge awarded — displayed on all listings and search	Upon approval	Full merchant access granted

Setup Fee: The MWK 5,000 Verified Seller Setup Fee covers KYC processing costs, NID review, and Verified Badge activation. This fee is NON-REFUNDABLE regardless of verification outcome, in accordance with the service agreement entered upon payment.

PART B — LISTING STANDARDS & MERCHANT OBLIGATIONS

Section 3 — Listing Standards

All listings on the Vero360 platform must comply with the following standards, which reflect obligations under the **Consumer Protection Act 2003** regarding accurate representation of goods and services:

Listing Element	Requirement	Why It Matters
Title	Clear, accurate, and not misleading	Consumer Protection Act 2003 — accurate description
Description	Full and honest description of service or product	Prevents fraudulent misrepresentation
Photos	Real photos of actual product/service — no stock images	Builds buyer trust and reduces disputes
Pricing	All prices clearly stated in Malawian Kwacha (MWK)	Price Control Act compliance; transparency
Availability	Listings must reflect actual availability — deactivate when unavailable	Reduces failed orders and customer complaints
Category	Listed under the correct service or product category	Ensures customers find the right service
Location	Accurate service area or delivery zone specified	Prevents booking disputes
Turnaround	Realistic and achievable delivery or service completion timeframe	SLA compliance and rating protection

Section 4 — Prohibited Listings

Legal Warning: Listing prohibited items or services may constitute a criminal offence under the Penal Code (Cap. 7:01) and other Malawian legislation. Vero360 will report suspected illegal activity to the Malawi Police Service.

- Illegal drugs, narcotics, or any substance prohibited under the **Pharmacy, Medicines and Poisons Act**
- Unlicensed firearms, weapons, ammunition, or explosive materials
- Counterfeit, pirated, or stolen goods of any kind
- Alcohol or tobacco products without the required **MRA licence**
- Services or content that exploit, harm, or endanger children
- Human trafficking, forced labour, or any form of exploitation
- Wildlife products prohibited under the **Wildlife Conservation Act**
- Any service that contravenes a Malawian law, licence requirement, or professional standard

Section 5 — Order Management Obligations

Obligation	Standard Required	Consequence of Failure
Order response time	Accept or reject within 30 minutes of notification	Auto-cancellation; negative rating impact
Service delivery	Deliver exactly as described in listing within agreed timeframe	Dispute, refund, and rating penalty
Communication	Respond to customer messages within 2 hours during business hours	Rating reduction; possible suspension
Cancellations	Notify customer immediately with valid reason if cancellation necessary	Negative rating; repeated cancellations = suspension
Quality standard	Maintain minimum 3.0 star average rating	Below 2.5 stars = account review; below 2.0 = suspension
Dispute cooperation	Respond to dispute investigation within 48 hours with evidence	Default judgment in customer's favour

PART C — PAYMENTS, COMMISSIONS & SUBSCRIPTIONS

Section 6 — Commission & Payment Terms

Commission Cap: In full compliance with the Competition & Fair Trading Act (Cap. 48:07), Vero360 commits that commissions shall NEVER exceed 5% of any completed transaction value. This is an absolute and binding commitment.

Service Category	Maximum Commission	Settlement Timeline
Ride-Hailing (Vero Ride)	Up to 5%	Within 24 hrs of trip completion
Vero Courier & Delivery	Up to 5%	Within 24 hrs of confirmed delivery
Vero Bike	Up to 5%	Within 24 hrs of trip completion
Food Delivery	Up to 5%	Within 24 hrs of order confirmation
Airport Pickup	Up to 5%	Within 24 hrs of trip completion
E-Commerce Sales	Up to 5%	Within 24 hrs of delivery confirmation
Accommodation Booking	Up to 5%	Within 24 hrs of check-in confirmation
Service Bookings	Up to 5%	Within 24 hrs of service confirmation

- All commissions are **automatically deducted from escrow** via Paychangu — merchants never pay commission separately
- Paychangu applies a **4% payment gateway fee** in addition to Vero360's commission
- New verified merchants receive **zero commission on their first 30 transactions**
- Commission rates are reviewed **annually** with 30 days advance notice of any changes
- Any **erroneous overcharge** of commission is refunded automatically within 48 hours

Section 7 — Merchant Subscription Plans

Plan	Monthly Cost	What Is Included	Who Should Use It
Basic Listing	MWK 0 (Free)	Profile, unlimited listings, order management, built-in chat	New merchants starting out
Verified Seller	MWK 5,000 one-time	KYC verification, Verified Badge on all listings	All serious merchants
Promoted Listing	MWK 5,000–15,000/mo	Top search placement, increased visibility, priority display	Merchants wanting more customers
Provider Pro	MWK 3,500/month	Full analytics dashboard, revenue reports, priority support, booking insights	Active high-volume merchants

PART D — MERCHANT RIGHTS, CONDUCT & ENFORCEMENT

Section 8 — Merchant Rights

- Receive clear and transparent information about all **fees, commissions, and policy changes**

- Access **dispute resolution** as both a respondent and a complainant
- Appeal any **account suspension or termination** decision within 7 days
- Receive **platform support** for technical issues within agreed SLA timeframes
- Request a **review of AI fraud flags** that affect your account or listings
- Access **earnings statements and transaction history** at any time

Section 9 — Merchant Code of Conduct

All merchants agree to the following code of conduct at all times:

- Treat all customers with **respect, dignity, and professionalism**
- Honour all bookings and orders unless a genuine emergency prevents fulfilment
- Never request or accept **off-platform payments** for platform-originated transactions
- Never attempt to **circumvent the escrow system** or Vero360's commission
- Maintain **accurate and up-to-date listings** at all times
- Report any **suspected fraud or suspicious customer behaviour** to Vero360 immediately
- Comply with all **sector-specific regulations** (food safety, transport licensing, etc.)

Section 10 — Enforcement & Account Suspension

Violation	First Offence	Repeat / Serious Offence
Late order response (>30 mins)	Warning notification	Rating impact; listing demotion
Listing inaccuracy	Listing removal + warning	Account suspension pending review
Off-platform payment solicitation	Formal warning + retraining	Immediate account suspension
Fake or manipulated reviews	Review removal + formal warning	Permanent account termination
Fraudulent KYC documents	Immediate suspension + police referral	Permanent ban + legal action
Prohibited item listing	Immediate listing removal + suspension	Permanent ban + police referral
Rating below 2.0 stars	Account review notification	Suspension until performance improves

Appeal Rights: Merchants may appeal any suspension or termination decision by emailing info@vero360.mw with the subject 'MERCHANT APPEAL' within 7 days of notification. Appeals are reviewed by the CEO and Legal Officer within 5 business days.

Section 11 — Tax Obligations for Merchants

In compliance with the **Taxation Act (Cap. 41:01)** administered by the **Malawi Revenue Authority (MRA)**:

- Merchants are solely responsible for **declaring all platform earnings to MRA**
- Vero360 will provide **earnings statements** upon request for tax filing purposes
- Merchants earning above the MRA income threshold must be **registered for income tax**
- Vero360 will cooperate fully with **MRA audits** involving merchant transaction data
- VAT-registered merchants must ensure their pricing and invoicing is **VAT-compliant**

Section 12 — Governing Law

These Merchant Terms & Conditions are governed by the laws of the **Republic of Malawi** and are subject to the jurisdiction of the **courts of Malawi**. All regulatory compliance obligations under MACRA, RBM, MRA, and MBRS are incorporated by reference.

Vero360 Limited Accurate House, Shop 6, First Floor, Zomba, Malawi info@vero360.mw vero360.mw	Merchant Terms & Conditions v1.0 Effective: 01 April 2026 Governed by the Laws of the Republic of Malawi	Regulators MACRA · RBM · MRA · MBRS Consumer Protection Act 2003
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