



Dispute Resolution Mechanism for Juice



DISPUTE RESOLUTION MECHANISM FOR JUICE

I. INTRODUCTION AND PURPOSE

The Purpose of the Dispute Resolution Mechanism is to provide to all parties involved a fair and equitable means of dealing with disputes (hereinafter the “Disputes”) pertaining to transactions done through the Juice application.

The Disputes shall be dealt with in accordance with the rules and conditions as provided hereunder and which shall be subject to review from time to time by MCB in its sole and absolute discretion.

The parties shall in good faith endeavor to amicably resolve the Dispute. For the avoidance of doubt, the MCB shall act as a facilitator between the Merchant/Agent and the Customer and shall bear no liability whatsoever with regard to the eventual outcome of the dispute resolution mechanism. In case no amicable arrangement is reached between the parties the hereunder mechanism shall apply. The findings and decision of MCB shall then be final and conclusive.

2. DEFINITIONS

- i. “Agent” /” Merchant” refers to a non-individual/individual MCB customer having successfully applied with MCB to accept Mobile Payment Transactions in exchange of goods, services and of cash transaction in exchange of cash .
- ii. “Confirmation SMS” refers to an SMS sent by the Bank to the Agent during a transaction consisting of the transaction date, transaction amount and the reference of the transaction.
- iii. “Internet transactions” refer to transactions effected through Juice mobile payment system through internet access.
- iv. Merchant/ Agent Discount Rate refers to the commission applied on each Juice Transaction performed at the Agent’s outlet and may be referred hereafter as the Agent Discount Rate.
- v. “Mail or telephone order (MOTO)” transaction refers to a transaction done using Juice mobile payment system through telephone or mail order.

3. AGENT BEST PRACTICES

- a) Splitting of transaction is strictly unauthorized.
- b) Agents processing MOTO and/or Internet transaction need to use all reasonable measures to ascertain the Customer’s identity. They shall also retain and store all transactions details for at least one year as from the date of the transaction and the relevant record should be made available to the Bank as and when requested by the latter within the aforesaid delay of one year.
- c) Before delivering a product or rendering a service paid through Juice, the Agent should wait for the confirmation SMS or to establish by any other means as provided by MCB, including but not limited, to the Merchant Juice Hub, that the transaction has been successful.
- d) In case the Agent does not receive any confirmation, either through SMS or by any other means as provided by MCB, that the transaction has been successful, the Agent shall follow all instructions as laid down in the Agent agreement.
- e) In case of non receipt of confirmation that a transaction has been successful through SMS or through any other means as provided by the MCB, the Agent shall not request another payment for the same transaction, either through Juice or through any other means, unless authorised by MCB confirming, that the original transaction performed has failed.

4. CUSTOMER CAN DISPUTE JUICE TRANSACTIONS IN THE FOLLOWING CASES:

- a) Where the Customer has paid for a service and/or product and that service has not been rendered or that the product has not been delivered on the agreed date.
 - b) For all delayed delivery of product/s and/ or service/s, including but not limited to non-face-to-face [internet based orders] transactions, when the product/s and/or service/s delivered are not as described.
 - c) When transaction has been processed more than once and/or Customer has paid by another means of payment.
 - d) In case of system failure, where Customer’s bank account has been debited and merchant’s account has been credited but no services were duly rendered.
 - e) In case of system failure with regards to Juice ATM transactions and/or when the Customer was unable to collect the funds.
 - f) When transaction amount is incorrect.
 - g) The Customer shall provide supporting documents to substantiate his dispute including but not limited to sales slips and a copy of relevant bank statement.
 - h) MCB reserves the right not to entertain the Customer’s dispute in case of failure to provide supporting documents as described in 4(g) above.
- 4.1 For conditions as described in 4(c), the transaction may be considered as having been duplicated, if the amounts of the transactions are identical and if the date and time are nearly concurrent.
- 4.2 The Customer shall have a maximum delay of thirty (30) days to dispute any Juice payment transaction, including but not limited to MOTO and Internet based transaction, as from the date the product is received or the service is rendered. In case of non delivery of product or non provision of services such delay shall start as from the date the product/s and the service/s are due by the Agent. The MCB shall not entertain any dispute at the expiry of the aforementioned delay.

5. REFUTING OF THE DISPUTE BY THE MERCHANT/AGENT

In order to refute a dispute, the Merchant shall:

- a) Provide all supporting and compelling evidence that the transaction has been performed by the Customer.
- b) With regards to MOTO and Internet Transaction based transactions, furnish the Bank with transaction details including but not limited to customer's name, phone number, date and time at which transaction was made.
- c) Provide the Bank with proof of delivery of good and/or services.
- d) Provide the Bank with the receipt detailing the product and/or service provided with regards to delayed product and/or services delivery.
- e) Also provide the Bank with its Terms and Conditions and proof that same is available to the Customer.

6. IN ADDITION:

- a) The transaction should not have been split.
- b) The Agent shall demonstrate that it has taken all reasonable measures to identify the Customer as per the Agent agreement, clause 6.5 and 7.5 with regards to MOTO and Internet Transactions respectively.

7. LIABILITY OF THE AGENT.

The Agent has the obligation to comply with the terms and conditions as laid out in the Agent agreement. If those obligations have not been duly complied with by the Agent, the MCB reserves the right to debit the Agent with the disputed amount under advice to the Agent.