INTERNATIONAL MONEY TRANSFER M-PESA TERMS AND CONDITIONS

.

IMT

DECEMBER 1, 2023

M-Pesa Limited
Offices at 11th Floor, Vodacom Tower, Ursino Estate Plot No. 23, Bagamoyo Road
P.O. Box 2369 Dar Es Salaam, Tanzania. www.vodacom.co.tz

C2: VODACOM GENERAL

M-PESA LIMITED TANZANIA INTERNATIONAL MONEY TRANSFER (IMT) TERMS AND CONDITIONS

1. APPLICABILITY

1.1. This Agreement sets out the complete Terms and Conditions (Conditions Of Use/ Terms and Conditions as shall be used interchangeably) are issued by M-PESA Limited (hereinafter "M-PESA Limited" or "we" or "us" "ourselves" or "our") to M-PESA Customer (hereinafter "you" or "your" or "user" "yourself") which shall apply when You use the International Money Transfer Services ("the IMT Services/Services) through M-Pesa System and is available at Our website located at https://www.vodacom.co.tz/ (the "Website").

1.2. The IMT service is a global service offered by M-Pesa Limited and other Accounts Providers that provides a mobile-centric approach to international remittances integrated with VMT.

1.3. The service allows multiple mobile service Account provider or payment service provider that has deployed a mobile wallet services, to access the international transmittal market.

1.4. The Service enables you to send and receive money from different countries with different Operators globally, highly focused and facilitating on send money home.

1.5. These Terms and Conditions shall apply and bind to all M-PESA/Vodacom Users and by using the Service, you will be deemed to have read, understood and accepted these Terms & Conditions, M-Pesa consumer terms & conditions of use and other Vodacom services terms and conditions available on Vodacom Tanzania website www.vodacom.co.tz.

1.6. Any amendments or variations made to these Terms and Conditions shall take effect on their date of publication or as otherwise provided in such amendment or variation and shall be posted on the Vodacom Website.

1.7. Please read these Conditions of Use, and any schedule/annexure in conjunction with M-Pesa Consumer Terms and Conditions and GSM Consumer Terms and Conditions that shall form part of these Terms and Conditions.

2. DEFINITIONS AND INTERPRETATION

2.1 "**Account Provider**" OR "**Mobile Carrier**" means the different network operators provider at sender or recipient country of origin (e.g. Vodacom Tanzania, MTN Uganda, Vodacom DRC and Burundi telecom and Banks and other Corridors as may be agreed upon from time etc.).

2.2 "**Account**" means your M-PESA Account or Recipient Accounts, being the record maintained by M-Pesa Limited or third parties or Account Provider of the amount of E-Money from time to time held by you and represented by an equivalent amount of cash held by the respective Trustee on your behalf;

2.3 "**Completed Transaction**" when e-money is debited from the sender's M-Pesa and successfully credited into the recipient's M-Pesa Wallet or as a Voucher. The word "Sender" shall mean assisting person who provide money through M-Pesa platform and the word "Recipient" means a person that benefit from the sender.

2.4 "**Customer Care Centre**" means Vodacom Customer Care Centre situated at Sam Nujoma Road, Mlimani City, Mlimani City Office Park, Dar es salaam or any regional Customer Care Centre;

2.5 "**E-Money**" means the electronic money representing an entitlement to an equivalent amount of cash monies held by the Trustee in respect of the transfer of such electronic value;

2.6 "**Escrow**" means is a contractual arrangement in which a third party (the stakeholder or escrow agent) receives and disburses money or property for the primary transacting parties. The disbursement is dependent on conditions agreed to by the transacting parties.

2.7 "**Force Majeure**" means any event due to any cause beyond the reasonable control, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption,pandemics,quarantine restrictions etc.

2.8 **"IMT**" means International Money Transfer.

2.9 "**Intellectual Property Rights**" means (i) rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (ii) rights in the nature of unfair competition rights and rights to sue for passing off; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information

2.10 "**M-PESA Services**" means the services provided by M-Pesa Limited for the issue and redemption of E-Money and the transfer of E-Money between Customers on the basis of Transfer Instructions including the recording of all Transactions, verifying and confirming all Transactions concluded and updating Customer Account records;

2.11 "**M-PESA System**" or "M-PESA" means the proprietary cellular phone money transfer service which is marketed, managed, and operated exclusively by M-Pesa Limited in the United Republic of Tanzania;

2.12 "**Refund** or "**Reversal**" means the act of re-directing M-PESA value from the recipient's account back to the original sender's account

2.13 "**Scraping**" software used simply gathers and aggregates data from the application for use by the gathering party. Usually, the purpose is to reformat the data and display it for the benefit of the gathering party's customers. "Robot (or "bot"), "spider" or "crawler"" is whereby a set of application used to slowdown the process in favor and benefit of the gathering party's customers or standardize/minimize customer penetration to competitive market (i.e. in favor of competitor/ gathering party) unauthorized use of data.

2.14 "**SMS**" means short message services consisting of a text message transmitted from one mobile phone to another;

2.15 "**Third Party**" means a person or an entity engaged by M-Pesa Limited to support the international transfer of funds upon request via M-PESA such as Transfer To, Money Gram, Western Union, Safaricom, Banks, etc

2.16 "**Transaction**"" means the debit or credit of E-Money between subscribers and or Operator integrated with M-Pesa System

2.17 "**Transactions limits**" means governs set to Accounts that provide ability for customer to have restriction on daily, yearly transactions and storage capacity; the limits can be uplift, degraded, or capped the transaction upon yearly limit breach.

2.18 "**Trustee**" means the Registered Trustees of M-PESA Limited which holds the aggregate of all Payments and sums equivalent to all transfers of E-Money into your M-PESA Account from other Customers on trust for you in the Trustee Account

2.19 "**VMT**" means Vodacom/Vodafone Money Transfer

2.20 "**Voucher**" means the notification of the payment confirmation to non M-Pesa subscriber issued immediately after the successfully payment, such notification can be either cash-out to nearest M-Pesa Agent or in some circumstance can be required to register M-Pesa Account and withdrawn the e-money.

2.21 "**Working Days**" means Monday to Friday except Saturdays and Sundays and days, which are gazetted as public Holidays within the United Republic of Tanzania; "Working hours", means 0900-1600hrs.

2.22 "**You**" (or "**you**") and "**Your**" (or "**your**") and "**you**" or "**your**" means the customer;

3. RULES OF PARTICIPATION

The participant shall be either a Vodacom/ M-Pesa customer or customer from Account Provider who perform an international transaction(s) from one operator or service provider to another such as M-Pesa Limited, MTN, Transfer To, Safaricom or Money Gram; these service Account Providers shall have an electronic wallet transmission capabilities and connected to our network.

3.1 **On Sending: -**

The sender has to be a registered e-money account holder and use Account provider platform for IMT service, else might receive a voucher from the service Account provider along with Third-Party (such as Transfer To, Banks, Thune e.t.c) shall accommodate customer request and facilitate the movement of information from payer to payee and both Account Provider shall handle:

- Exchange of information
- Reconciliation
- Settlement
- Management of exchange rate

Sender will initiate send money functionality from the menu 'send money abroad', which will be available on USSD and or on App. Once customer select Send Money abroad, you shall select recipient country, amount in your existing currency and entering PIN. Make sure you confirm recipient details before completion, neither M-Pesa Limited nor service provider, recipient, or third part will be liable for your mistake; Once the money is transferred the chance of a refund is next to none.

3.1.1 You are required to ensure you have read and understood the Terms and Conditions of your service provider and you ensure that you inform your recipient's to adhere to restriction of their country

3.2 **On Receiving:**

M-Pesa Limited customer must be registered with M-Pesa to receive money from abroad, if you are non M-Pesa registered customer, you will not be able to receive money through International Money Transfer. Once Upon receiving e-money in to your wallet, you shall be free to use for any transaction type such as cash out, transfer or pay by M-Pesa as specified in your Account Provider menu (such as M-Pesa Menu).

3.2.1 We may when have required converted fund before delivered to beneficiary at foreign value at the third party selling rate on the day such fund sent and or received

3.2.2 The receiver can be credited directly either on their mobile money wallet or their Bank accounts or via a Voucher [i.e. Voucher means a SMS notification representing the amount received by recipient that shall be paid on presenting such identification to third part agency] as may from time to time as we may inform you.

We shall not be liable in case of any delays and /or loss caused because of any regulatory requirements, Acts or Order or any Government Agency as result or in consequence of any other course whatsoever which may arise.

4. USAGE OF IMT SERVICES, MOBILE DEVICE, ACCOUNT OR OTHER INTERNET/DEVICES SERVICES

4.1 **Share Customer details:**

Based on this IMT services, you are aware, acknowledge and authorize your Account Provider or mobile carrier to share your information concerning your mobile /device to M-Pesa Limited or third parties or supplier for verification of your request. That information may include but not be limited to names, address, Location, channel/corridor, phone number, recipient number, recipient address, and other necessary detail that might ensure security maintained and allow processing of the request.

4.2 **Intellectual Property:**

When you accessing IMT service by any means, the contents and all intellectual property therein (including but not limited to authors, patents, database rights, trademarks and service marks) are owned by M-Pesa Limited or third parties, and all right, title and interest therein and thereto shall remain the property of M-Pesa Limited and/or such third parties; IMT Service via M-Pesa shall be used for the purpose permitted defined in this Condition Of Use.

You may not duplicate, publish, modify, create derivative works from, and participate in the transfer of fund via IMT Service or any portion thereof for any public or commercial use without the express written consent of M-Pesa Limited. You shall not (i) use any robot, spider, scraper or other automated device to access the Service; or (ii) remove or alter any author, trademark or other proprietary notice or legend displayed on the Website (or printed pages thereof). The name M-Pesa Limited for the Service are the exclusive marks of M-Pesa Limited or other third parties. Other product, service and company names appearing on the Website may be trademarks of their owners.

4.3 **Links To Other Sites:**

The Vodacom Website may contain links and pointers to other World Wide Web Internet sites (the "Linked Sites"). Links to any Linked Site do not constitute an endorsement by or association with Vodacom or M-Pesa Limited or any of its affiliates. Links do not imply that Vodacom is associated with or legally authorized to use any trademark, trade name, logo or any symbol displayed or accessible through the links, or that any Linked Sites are authorized to use any trademark, trade name, logo or symbol of M-Pesa Limited or any of its affiliates.

You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. M-Pesa Limited does not represent or endorse the accuracy or reliability of details or instruction, and expressly disclaims, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You agree that reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at your sole risk.

4.4 **Indemnity/Consent:**

In consideration of the M-Pesa Limited and or partners or supplier (third part) complying with your instructions or Requests in relation to IMT service. You undertake to indemnify M-Pesa Limited and third parties and hold them harmless against any loss, charge, damage, expense, fee or claim which the M-Pesa Limited suffers or incurs or sustains thereby and you absolve us from all liability for loss or damage which you may sustain from our action upon your instructions or requests or in accordance with these Condition Of Use.
The indemnity in this clause shall also cover the following:

4.4.1 **Using Accounts:** you make sure the recipient number, recipient and your details and any selection you made for this service are correct before sending. If you provide us with incorrect details and hence therefore you aware and acknowledge that, money might be credited to the wrong account and may not be recovered. M-Pesa Limited may rely on information you provide and may rely solely on the Account numbers and identifying numbers that you provide for identifying an Account (beneficiary) and/ or Recipient's Account number.

4.4.2 **Fund Transfer:** your agreement with the Account Provider governs or transactions limits based on tier receiver's rights, liabilities and fees (including fees to transfer cash out of an Account), and the Account Provider may impose its own restrictions regarding funds availability, limits that may be transferred to or held in an Account. The receiver if not registered will receive a notification

for registration hence will be informed when to utilize the received funds. By initiating a transaction from an Account; You (i) affirm You are the owner of the Account and have authority to initiate the transaction and (ii) authorize M-Pesa Limited and affiliated parties to initiate electronic debits and credits to Your Account to process and correct errors or if a transaction cannot be completed.

4.4.2.1 Payment of transferred funds to or from third part is subject to any Rules and Regulations of the payout country and or terms and conditions of Account Provider where the payment is to be made or received. Our liability (hereinafter referred to Third Party) with respect to the payment of fund shall not exceed in any case the extent to which payment may be allowed in the currency in which the transferred fund are to be under any regulation, government or other restriction which might be in existence at the country of payment at the time payment instructions are received

4.4.3 **Transaction restriction:** You hold M-Pesa Limited and third parties or supplier are harmless and not liable incase failure to debit or credit your Account in accordance with these Condition of Use, also where:

4.4.3.1 You do not have enough money available in Your Account;

4.4.3.2 Sender or recipient Account is closed or withdrawals restricted;

4.4.3.3 The transaction exceeds limitations imposed by your Account Provider;

4.4.3.4 Circumstances beyond our or third parties control (such as flood, fire, power outages, mechanical or system failures);

4.4.3.5 Your Account Provider does not honor a transaction; the transaction is not processed or the transaction is returned by your Account Provider;

4.4.3.6 Your instructions are lost or delayed in transmission to or from M-Pesa Limited/Account Provider;

4.4.3.6.1 Any delays and /or loss caused because of any regulatory requirements, Acts or Order or any Government Agency as result or in consequence of any other course whatsoever which may arise.

4.4.3.6.2 There any mutilations, interruptions, omission error or delays occurred in the interpreting and or transmitting your request, or other conveyors or its employee or through any other cause by which we may transmit in encryption language of which recipient's service provider either delay or fail to decrypt the message.

4.4.3.6.3 There any errors, neglects or defaults, acts or omission not attribute to its employee or agents or correspondents;

4.4.3.6.4 Where we fail to process your transaction because of a reasonable security concern or the Service option has been discontinued or suspended, or M-Pesa Limited otherwise advises you that your request will not be processed; and

4.4.3.6.5 Other exceptions allowed by law.

4.4.3.6.6 You undertake to indemnify affiliate, our Agents or us for any loss we may incur because of failure of third party or receiver from complying with the laws or regulations of the country of origin or receipt of the transferred funds.

4.4.3.6.7 You hereby undertake to indemnify us, our affiliate or Agents for any loss it may incur as a results of the failure of the sender or receiver from complying with laws or regulation of either the country of origin or receipt of the transferred funds

4.4.3.6.8 You hereby undertake that we hereby indemnified against any liability if the instrument applied for overleaf be lost, stolen or destroyed in connection with any request for replacement, refund or recall or refund of the amount transferred.

5. FEES/CHARGES

5.1 Service charges will be set uniquely per each corridor/destination; and can be tiered, flat rate, percentage-based (spread), combination, or any format as verified and reviewed from time to time;

5.2 In additional to transaction fees set, a Currency exchange rate will be applied M-Pesa Limited or Account provider shall set exchange rate as per existing market price within defined interval.

5.3 Your Account Provider will deliver the fund in your Account though M-Pesa Limited will keep any difference between the currency exchange rate given to you and the amount you received and the fund credited at your home currency as specified by your Account Provider.

5.4 Exchange rate will be updated either in daily, weekly or monthly basis, and you will incur exchange rate charges during the transactions,

5.5 You shall be responsible to accommodate other charges such as Tax, levies and any governmental charges as introduced by its organs or as per law of origin countries as varies from time to time; hence, therefore charges are non-refunded once you utilize the service.

5.5.1 In case of refund/recall of transfer funds, recall/refund/reversal shall be made only by the sender or when receiver upon request, unless of system issues and rectification is done; You shall be responsible to ensure correctness of beneficiary(ies) details as the refund would involve funds availability, In addition, the refund would apply and consider currently demanding for the currency in

questions less cost, charges, expenses and interest provided the funds are still in our control, not utilized by beneficiary and free from any exchange or restrictions. We will not be liable whereby during the refund process the beneficiary spend the fund.

5.5.2 The refund/reversal mechanism request is without charges originally paid and it's subject to exchange rate variations when and on day the refund execution takes place. However, you are advised to refer clause 3.1 above.

5.6 Account Provider may impose additional fees on an Account. We accept no responsibility to you or any Account holder for any fees imposed by an Account provider. The Account provider may convert the funds at its own currency exchange rate or reject the transfer.

5.7 Your Account in this Condition of Use are for personal or individual use only and not for use by or on behalf of any business or legal entity. We will not be responsible for any such transactions and harmless for any charges you may incurred or in case of clause 5.5.

6. DISCLAMER

While we will make every commercially reasonable effort to ensure that You receive proper Service, we will not be responsible to you or to any other person claiming under You for any losses or damage, regardless of the nature in connection with the following unless procured through our own willful default or fraud:

6.1 A failure, malfunction, interruption or unavailability of the System, your mobile phone apparatus, the Network or the M-PESA System or the unavailability or any delays when send the payment;

6.2 Your failure use or to give proper or complete request/payment/instructions; or acting in good faith on any instructions /request/Payment/information received by us

6.3 Any fraudulent or illegal use of the IMT Services, the interconnection systems, the M-PESA System, and/or Your mobile phone or devices; including unauthorized access to your IMT Services and devices.

6.4 Any loss that may arise as a result of any negligence on your part including revealing your service **TPIN" or "IPIN" or PIN** to a third party; you are solely responsible for protecting your TPIN / IPIN/PIN or Phone/Device

6.5 Your failure to comply with these Conditions Of Use; or undelivered/delays of SMS.

6.6 Other circumstances whatsoever not within our control including, without limitation, force majeure, error, interruption, delay or non-availability of the M-PESA System, the USSD System, terrorist or any enemy/competitor action, equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or Network Provider telecommunications system, lack of available resources, strikes or labor disputes.

6.7 You shall be responsible for ensuring the proper performance of your Equipment. Neither M-Pesa Limited nor third party shall be responsible for any errors or failures caused by any malfunction of your Equipment, and shall not be responsible for any system virus or related problems that may be associated with the use of the System, the Services and the Equipment. For avoidance of doubt, the System mentioned hereinbefore shall comprise System pertaining to your personal equipment.

7. CUSTOMER SUPPORT

7.1 You shall report all your queries or complaints, suggestion, or recommendations through our contact channels Customer Care Center by dialing 100/101 or Service Account Provider from your country of origin.

7.2 You may contact us through our customer care center lines 100 or 101 or email customercare@vodacom.co.tz or other customer care contacts provided channels on our social media or Website (i.e. TOBi Online or Submit enquires) to report any disputes, claims or discrepancies in the Service.

17.1 Our customer care representatives will handle the reported case(s) in accordance with our standard complaint handling procedures.

17.2 Calls to call centre may be recorded for quality assurance or for any business practices including but not limited to quality control, training and ensuring effective systems operations

17.3 To help us serve you better, kindly bring all relevant details relating to your complaint (e. g date & time of the incident, product, details of any person you have spoken to in relation to your complaint etc.). The Complaints process is free of charge.

7.3 **Mobile Money Complaint** - If your mobile money related complaint has not been resolved to your satisfaction within 21 days of raising it with Vodacom, you have the right to raise your complaint with The Bank of Tanzania in this manner:

17.3.1 Step 1: Go to BoT Website: https://www.bot.go.tz to get the BOT Complaint Form

17.3.2 Step 2: Send the Complaint Form to BoT by any of the following methods:

17.3.2.1 By Hand: The Financial Consumer Unit Bank of Tanzania Head Office, 2 Mirambo Street, Dar Es Salaam, ground floor, Middle building.

17.3.2.2 By Post: The Financial Consumer Unit Bank of Tanzania P. O. Box 11884 Dar Es Salaam,

17.3.2.3 By Fax/ By facsimile: +255 22 2234067

17.3.2.4 By phone: +255 22 2233265/ +255 22 2233246

17.3.2.5 By Email To the attention of the Head of the Financial Consumer Protection Unit i.e. complaints@bot.go.tz

17.3.2.6 By Website (Online) https://www.bot.go.tz

17.4 **Mobile Money Complaint**: - If your mobile money related complaint has not been resolved to your satisfaction with the determination or Revision of determination by the Bank of Tanzania, the complainant may apply for a judicial review to the Court.

17.5 **GSM Complaints: -** If your complaint has not been resolved to your satisfaction within 30 days of raising it with Vodacom, you have the right to raise your complaint with Tanzania Communication Regulatory Authority in this manner:

17.5.1 Step 1 Go to TCRA Website: www.tcra.go.tz to get the TCRA Complaint Form

17.5.2 Step 2: Send to the TCRA Complaint Form to TCRA by any of the following methods:

17.5.2.1 By Hand: The Consumer Affairs Department Tanzania Communication Regulatory Authority Mawasiliano Towers, Plot No 2005/1, block C, Sam Nujoma Road, Dar es Salaam

17.5.2.2 By Post: The Consumer Affairs Department Tanzania Communication Regulatory Authority (TCRA) Towers, P. O. Box 474, Dar es Salaam

17.5.2.3 TCRA-By Fax: +255 22 2412009/10

17.5.2.4 TCRA- By Email: complaints@tcra.go.tz

17.5.2.5 TCRA- By Website (Online): www.tcra.go.tz

17.6 **GSM Complaints:** - If your complaint has not been resolved to your satisfaction by TCRA, you have the right to raise your complaint with Fair Competition Tribunal within 21 days after full determination by TCRA in this manner:

17.6.1 Step 1: Go to FCC Website: www.competition.or.tz to get the FCC Complaint Form

17.6.2 Step 2: Send to the FCC Complaint Form to FCC by any of the following methods:

17.6.2.1 By Hand: The Fair Competition Commission, GEPF house 2nd Floor, Plot No 37, Regent Estate Bagamoyo Road, Dar Es Salaam.

17.6.2.2 By Post: The Fair Competition Commission (FCC) GEPF House, P. O. Box 7883, DSM, Tanzania

17.6.2.3 By Fax: +255 22 2926126

17.6.2.4 By Email: info@competition.or.tz

17.6.2.5 By Website (Online): www.competition.or.tz

8. GENERAL

7.1 We have a right to reject or accept your request subject to notifying you in advance hence by initiating the request with our platform either intentionally or with negligence you are legally bound and agree with these Conditions Of Use including M-Pesa Consumer Terms and Condition as published or amended from time to time.

7.2 We shall use reasonable efforts to maintain access to our Network and the M-PESA System throughout but we dos not warrant that they shall be functioning and/or available at all times. Such access is not fault-free and may affected by factors outside our control such as atmospheric conditions, type of customer's equipment in use, physical or topographical features, and radio frequency interference, third party services the participant uses on the Network or compliance with Applicable Law. Access to the M-PESA services may temporarily be interrupted at a time of upgrading, maintenance and other works that may be required. We shall not be liable for all transactions affected by circumstances in this provision.

7.3 We shall not be liable for any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill, any loss of or corruption to data and any indirect or consequential losses, regardless of whether they were contemplated by any of the Parties when this

Conditions of Use were entered into. The participants retain responsibility for compliance with the Tanzania regulatory and or Account Provider regime and M-Pesa Limited is not liable for any regulatory fines or penalties imposed on, or third party claims made against the participants in this respect.

7.4 Consumer Fraud Alert*:* Protect yourself/be careful when a stranger asks you to send money, or ask your password/secret pin (do not share password/pin) make sure you verify the information before sending. IMT services is not an escrow service kind off, and sender and receiver agree not to use Services for escrow purposes.

7.5 You shall not vary any of these Conditions of Use and you shall not transfer these terms to any other person or business, though we may do so when deemed fit in our discretion.

7.6 These Conditions of Use are governed and interpreted in accordance with the laws of the United Republic of Tanzania

7.7 All communications under these Conditions of Use shall be in either English or Swahili.

7.8 We may record or monitor phone calls to our Customer Care Center or any touch point for training purposes, or review of the service, assessed on whether our service standards is being met.

7.9 Any disputes with respect to what constitutes Complete Transactions will not entertain. You shall be required to ensure where funds are deposited with an Agent are fully transferred to a recipient to ensure a complete transaction.

7.10 These Conditions of Use shall be read in conjunction with the existing Consumer Terms and Conditions and Vodacom's General Subscriber Terms and Conditions save where there are inconsistences or overlap these Conditions of Use shall take precedence.

7.11 Dispute Resolution: If a dispute arises out of or in connection with these Conditions of Use, any Party may call a meeting for resolving such dispute by giving the other Party not less than seven (7) days' written notice. Each Party shall use its best efforts to ensure its representatives attend such meetings. The members of the meeting shall endeavor in good faith to resolve such dispute. If any dispute referred to a meeting is not resolved at that meeting, then the dispute must have referred to a court of competent jurisdiction to adjudicate the same. All disputes gathering resolution table shall have made available and held in Tanzania mainland.

7.12 Services are directed solely to persons 18 years and over you and receiver represent that your use of Services does not violate this Agreement or any law, including, without limit, laws relating to money laundering, illegal gambling activities, support for terrorist activities or fraud law from country of your origin where your Account Provider exist. Information you provide M-Pesa Limited shall be truthful and complete. You shall indemnify M-Pesa Limited/Account Providers and its Third Parties will not be liable for any losses of any kind (including attorney fees) arising for any Agreement breach by you or Receiver. M-Pesa Limited reserves the right to change Services and or Condition of Use without notice. M-Pesa Limited and its Account Providers may refuse to provide Services to any person with or without give reasons.

7.13 All parties shall strictly comply with Anti-Corruption, Anti Money Laundering and Anti-Terrorism Laws and Regulations (CMT) including The South Africa Prevention and Combating of Corrupt Practices Act 2004, The UK Bribery Act 2010, The US Foreign Corrupt Practices Act and the Tanzanian Prevention and Combating of Corruption Act, 2007. No party shall allow movement of money through the M-PESA System, which is, forms part of the proceeds of any crime, or is intended to facilitate, aid or finance the commission of any crime, which comes to its attention. M-Pesa Limited will monitor and report to the relevant authorities and act accordingly as provided by law and its internal related policies against any suspicious activity in relation to payments made to or from the M-PESA Services.

7.14 By accepting these Terms and Conditions, you agree that we reserve the exclusive right to send you promotional text messages from time to time relating to the IMT Services.