M-PESA GENERAL CONSUMER TERMS & CONDITIONS OF USE

MAY 2026

M-PESA LIMITED
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M-PESA LIMITED GENERAL CONSUMER TERMS & CONDITIONS OF USE

1 NATURE OF TERMS AND CONDITIONS & APPLICABILITY

1.1. These terms and conditions are issued by M-Pesa Limited (hereinafter "**M-PESA Limited**" or "**we**" or "**us**" "**ourselves**" or "**our**") to M-Pesa Customers ("Customer") (hereinafter "**you**" or "**your**" or "**user**" "**yourself**").

1.2. These Terms and Conditions shall apply and bind to all M-Pesa Limited Customers who uses or may use M-Pesa Services (as defined herein) (**"Conditions of Use"**) and shall be read together with the M-Pesa Limited Privacy and Cookies Policy.

1.3. When you use or register as an M-Pesa Customer by executing M-Pesa Registration Form (as annexed hereto) you agree to abide by these Conditions of Use. You therefore need to read and fully understand these Conditions of Use and if you do not agree with them, you must not proceed to register for and/or use the M-Pesa Services.

2 DEFINITIONS

The following definitions relate to these Conditions of Use:

2.1. In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:

2.1.1. **"Account"** means your M-Pesa Account, being the record maintained by M-Pesa Limited of the amount of E-Money from time to time held by you and represented by an equivalent amount of cash held by the Trustee on your behalf.

2.1.2. **"Business Collection or Disbursement Account"** means an M-Pesa account held by a third party for the purpose or collecting or disbursing E-Money from or to its customers

2.1.3. **"M-Pesa Agent" or "Agent(s)"** means person(s) registered by M-Pesa Limited to provide M-Pesa Services, details of which may be obtained from M-Pesa Limited's Head Office.

2.1.4. **"Charges"** means tariffs and or other fees payable for use of M-Pesa Services as published by M-Pesa Limited from time to time.

2.1.5. **"Conditions of Use"** means these terms and conditions as may be varied by us from time to time.

2.1.6. **"Credit Balance"** means the amount of E-Money from time to time standing to the credit of your Account; [1]

2.1.7. **"Credit Transaction"** means any transaction which results in your Account being credited with E-Money as verified by M-Pesa.

2.1.8. **"Customer" or "M-Pesa Customer"** means you and every other person in whose name an Account for the M-Pesa Services is registered.

2.1.9. **"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.

2.1.10. **"Debit"** means the movement of funds out of your Account.

2.1.11. **"Debit Transaction"** means any transaction which results in a Debit of E-Money from your Account as verified by M-PESA system.

2.1.12. **"Designated Payee"** means any person (including yourself, another customer, an Agent or Authorised Retailer) who is designated by you through SMS, to be the recipient of E-Money from your Account.

2.1.13. **"E-Money"** means the electronic money issued by M-PESA Limited and representing an entitlement to an equivalent amount of cash monies held by the Trustee in respect of the purchase of such electronic value.

2.1.14. **"Guarantor"** means a person that agrees to assume responsibility for another party's financial or contractual obligations if that party defaults

2.1.15. **"Goods and Services"** means such goods and services as may be purchased from Authorised Retailers using the M-PESA System.

2.1.16. **"ID Number"** means the number associated with the form of identification provided.

2.1.17. **"KYC"** means "Know Your Customer" process done by us to verify you're identify designed to prevent financial crimes such as money laundering, fraud, and terrorist financing.

2.1.18. "**Minor Customer" or "Minor/minor"** means a person who is legally considered a child or adolescent and their access to, and use of mobile financial services (M-Pesa Service) is conditional upon the consent, oversight, and/or direct involvement of a Parent or Guardian.

2.1.19. **"Mobile Equipment"** means your Mobile Phone and SIM Card or other equipment which when used together allows access to M-PESA Services and, in each case, is approved for use within the United Republic of Tanzania by the relevant authority.

2.1.20. **"Mobile Phone"** means your mobile phone handset.

[1] **Note**: A summary of the M-PESA Services is available from M-PESA Agents, M-PESA Limited's headquarters, and the M-PESA Limited's **Website** accessed at www.vodacom.co.tz and the same has been displayed on your M-PESA menu and registration.

2.1.21. **"M-PESA Retailer"** means a seller of Goods and Services who accepts E-Money in payment for Goods and Services.

2.1.22. **"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, Account Maintenance, updating Customer Account records and any other related services introduced by M-PESA Limited from time to time.

2.1.23. **"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.

2.1.24. **"M-PESA Website"** refers to the M-PESA section on website address found at www.vodacom.co.tz;

2.1.25. **"MSISDN"** means the mobile station identification number issued to you with the SIM Card and corresponding identity number and PUK for accessing the Vodacom network.

2.1.26. **"Network"** means the Global System for Mobile telecommunication ("GSM") system operated by Vodacom and covering those areas within the United Republic of Tanzania as stipulated from time to time by Vodacom.

2.1.27. **"Network Service Provider"** means the provider of mobile phone services.

2.1.28. **"Outlet Operator"** means the assistant dealing with you at an Outlet.

2.1.29. **"Outlet"** means any shop, unit or other retail premises operated by an Agent.

2.1.30. **"Payments"** means money paid to an Agent, for the purchase of an equivalent amounts of E-Money sums credited to your Account, any such monies thereafter being held by the Trustee on trust for you as specified herein.

2.1.31. **"Parent/parent"** or **"Guardian/guardian"** means an adult who has the legal responsibility for a Minor Customer who in case of Minor Customer registration, the parent or guardian must provide consent for the minor to use the service by registering on behalf, allowing their NIDA ID or approved ID to be used during registration, supervise the minor's account, and assume financial and legal responsibility for the minor's actions to use M-Pesa Services.

2.1.32. **"PIN"** means your personal identification number being the secret code you choose to access and operate your Account.

2.1.33. **"Pre-paid Airtime"** means mobile phone calling credit on Vodacom's Network.

2.1.34. **"Registration Form"** means the registration form containing registration details and acceptance of these Conditions of Use by you in the form annexed hereto.

2.1.35. **"SIM Card"** means the subscriber identity module which when used with the appropriate Mobile Equipment enables you to use the M-PESA Services.

2.1.36. **"SMS"** means a short message service consisting of a text message transmitted from one Mobile Phone to another.

2.1.37. **"Start Key"** means the initial 4-digit PIN use by you on registration for the purpose of activating your Account.

2.1.38. **"Tax Authority"** means Tanzania Revenue Authority

2.1.39. **"Tariff Guide"** means a catalogue published for the Tariffs payable for the M-PESA Services, as updated from time to time.

2.1.40. **"Terms and Conditions"** means these Conditions of Use together with or without the Registration Form.

2.1.41. **"Transfer Instructions"** means instructions given via SMS for the transfer of E-Money from one Customer to another or from one organisation to another

2.1.42. **"Recycled MSIDNN"** means the M-PESA account being removed from M-PESA system once the customer is either no longer using our network for a specified period of time or has port out to another network or for any other reasons.

2.1.43. **"USSD String Code"** means the M-PESA access code (i.e. *150*00#) as specified from time to time by M-PESA Limited and or its Affiliates used by the customer to communicate with M-PESA system.

2.1.44. **"Unregistered Customer"** means the recipient of E-Money who is either unregistered M-PESA Customer or the Customer from another network service provider

2.1.45. **"Voucher"** means a secret code **with E-Money** received by Unregistered Customer via SMS which if shown to an Agent the Unregistered Customer receives cash.

2.1.46. **"Withholding Tax"** means a government tax deducted from the Customer's M-PESA account when making M-PESA transactions

2.1.47. **"Mobile Number Portability (MNP)"** means changing of a Network service provider by the customer while retaining his or her MSIN either port in our network and registered in M-PESA or port out in our network and removed from M-PESA System.

2.1.48. **"Trustee"** means 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.

2.1.49. **"Trustee Account"** means the Bank Account maintained by the Trustee into which all Payments are made and held by the Trustee on behalf of Customers.
2.1.50. **"User Manual"** means a document describing the M-PESA System and its use.
2.1.51. **"we"** or **"us"** or **"our"** means M-PESA Limited and (where applicable) the Trustee and or Partner.
2.1.52. **"you"** or **"your"** means the Customer.

2.2. The word **"Customer"** shall include both the masculine and the feminine gender as well as juristic persons.
2.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
2.4. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

3 APPLICATION FOR ACCOUNT

3.1. Customer may register for the M-PESA service provided he / she has an active Vodacom SIM Card.
3.2. The M-PESA service Account is attached to Customers' registered SIM Card(s). M-Pesa Customer may have up to 5 Vodacom SIM Cards and each may be attached to your M-Pesa Account
3.3. You will be liable to pay your Mobile Phone Network Service provider for all network costs incurred using the M-PESA Service. You will also be liable to pay applicable Tariffs for your use of the M-PESA Services and such Tariffs may be deducted directly from your M-PESA Account.
3.4. You may register for M-PESA Services with any M-PESA Agent in the United Republic of Tanzania.
3.5. Upon registering as a Customer, you will be required to provide the following information for inclusion in the Registration Form or registration device to be signed by you: -
3.5.1. Mobile number.
3.5.2. Full name.
3.5.3. Nationality.
3.5.4. The identification number associated with the form of acceptable identification provided;
3.5.5. Date of birth.
3.5.6. Gender and
3.5.7. Physical address.

3.6. All information provided must be complete and accurate in all respects.
3.7. We may decline your application at our sole discretion for security or any other valid reason
3.8. Upon activation of your Account after registration, by the input of the Start Key and choosing a PIN, you will be entitled to use the M-PESA Services with immediate effect
3.9. We may refuse to open an Account for you if we are not satisfied with proof of your identity.
3.10. On raising enquires with the Customer Care Centre via a telephone call or upon visiting any Vodacom shop, the verification to identify you, being a rightful owner of the account will include among other things your ID type, ID number, Personal details, date of birth, available balance, last 5 transactions with any other relevant details.
3.11. We shall from time-to-time review and ensure that your registration documents are valid per current registration requirements provided by the law. You shall be required to visit any nearby Vodacom shop for verification of your registration documents upon notice of any discrepancy after dialling to *106# per clause 3.12 below
3.12. You may at any time verify the status of your registration by dialling to *106# from your mobile phone and it is your responsibility to rectify any discrepancies found by notifying us per clause 3.11 above
3.13. You shall not assign or transfer by whatever means your M-PESA Account to another person, and you shall not allow your M-PESA Account to be used by another person. M-PESA Limited shall not be liable for any loss incurred because of violation of this provision.

3.14. **Self-Reset Account PIN at your own risk,**
3.14.1. To set up security question and answers as your verification method is purely your responsibility; this being an additional service that allows you to reset your account credentials at your own risk.
3.14.2. Security question enrolment: you will be required to use M-Pesa Menu to access and enter your favourite security question followed by PIN to authenticate the ownership.
3.14.3. Update Security Question and Answers: by means of your valid PIN you will be allowed to change your security question and /or answered through M-Pesa Menu.
3.14.4. Security question enrolment: you will be required to use M-Pesa Menu to access and enter your favourite security question followed by a PIN to authenticate the ownership.
3.14.5. Update security questions and answers; If you no longer remember the questions or answers you provided, you can set new questions and answers from M-Pesa Menu followed by a valid PIN to authenticate your ownership.
3.14.6. While the PIN is still valid and we are not responsible in case of misuse, you will be required for safekeeping of your security questions and answers as shall serve the same meaning as PIN.
3.14.7. You are acknowledging, aware and declare that you shall not share your PIN, and/ or security questions and/ or security answer with anyone else; in case you do so and your PIN is used to register in any of M-

Pesa product or service due to your negligence you shall hold us harmless and we disclaim any liability for such acts for executing any of the request/instructions from your M-Pesa Account. Please do not share the PIN or security questions and answer with anyone.

3.15. **Self-Reset Account PIN by using Guarantor**

3.15.1. If you act as a Guarantor, you undertake to fulfil the financial obligations of requested customer. You will be responsible at your own risk in case of any fraud reported in reference to this clause.

3.15.2. As a holder of Mobile Money Account and M-Pesa Account, apart from traditional method you will be able to personally reset your mobile money through Guarantor Validation Methods as well at your own risk.

3.15.3. The PIN reset process will entail a digital KYC process that will enable users to automatically reset their PIN through Guarantor Validation Methods prompt in the M-Pesa Menu,

3.15.4. The Guarantor Validation Methods prompt will direct you to reset your PIN through Guarantor whereby upon shall be required to insert the Guarantor's Vodacom MSISDN which will initialise the validation process using Guarantor KYC.

3.15.4.1. You agree that M-Pesa Limited will determine and review the validation criteria on its own discretion from time to time.

3.15.5. Once the Guarantor KYC (Know Your Customer) validation fails, you will be prompted to provide another Guarantor's Vodacom MSISDN for validation

3.15.6. The Guarantor shall approve, accept, or reject the PIN reset request within forty-eight (48) hours of its submission.

3.15.7. We might as well suggest you a Guarantor, at your own risk and you may or may not accept or decide to choose and insert your own Guarantor.

3.15.8. You are responsible for ensuring that you have provide us with correct and genuine Guarantor for validation.

3.15.9. Once your Guarantor validation process is successfully and has accepted your request, you shall be prompted to provide your new PIN and subsequently validate the same

3.15.10. The PIN reset shall then be confirmed as successfully via SMS notification

3.15.11. We reserve the right to change the process and/or update the requirement for this automation validation PIN Resets

3.15.12. You hereby agree not to hold M-Pesa Limited liable for any technical or system-related challenges/breakdowns and/or fraud issues, whether from M-Pesa Limited, your Guarantor, or a third party in the provision of this service, that may cause the PIN reset request to be delayed, cancelled, or processed by an unintended Guarantor you have selected.

4 THE M-PESA SERVICES

4.1. The M-PESA Services are made available to you subject to these Conditions of Use: -

4.1.1. Although we will try to ensure that you are able to make full use of the Network to access M-PESA Services within the coverage area, we do not guarantee that the M-PESA Services will be available at all times, and we will not be responsible or liable for any loss whatsoever or howsoever arising as a consequence of any non-availability of the M-PESA Services. The M-PESA Services are not fault free and factors including (but not limited to) acts of God, geographical topography, weather conditions, planned maintenance or rectification work on the Network may interfere adversely with the quality and provision of the M-PESA Services. You will be notified when M-PESA Limited will have a scheduled down time or planned maintenance except for emergency cases where the system is unavailable due reasons beyond our control through the M-PESA Limited website, SMS or any other public means of communication.

4.1.2. In the event of converting your SIM Card to 4G or any version, damage to, loss or theft of the SIM, you are obliged to inform us immediately of such damage, loss or theft. We will then disable such damaged, lost or stolen SIM Card to prevent further use of the M-PESA Services until the same has been replaced. A replacement (SIM SWAP) fee will be applicable, and you will be responsible for all Charges and Transactions effected up to the time of receipt by us of your notification of the damage, conversion, loss or theft. Notification of any such conversion, damage, loss or theft may be given by telephoning the Customer Care Centre. You will be required to indemnify us against any claims made in respect of any Transactions effected with your Mobile Phone and SIM prior to such notification being received. For biometric SIM Card replacement (SIM SWAP) below are necessary minimum requirement.

4.1.2.1. Your SIM Card should be fully biometrically registered previously and provide your NIDA ID or NIN number against the MSISDN (phone) number. Third part representative for SIM SWAP not authorized.

4.1.2.2. For your own safety and/or compliance with other laws, you are strongly advised to report to police or to any legal jurisdiction in case of any loss or theft.

4.1.2.3. you are advised to make sure all SIM Cards are properly registered under your valid identification when required for the Biometric SIM Card replacement.

4.1.3. Please note that the confidentiality of your communications *via* our Network is guaranteed to the extent provided by the Law. You are advised that for reasons beyond our control and not caused by negligence on our part, there is a risk that your communication may be unlawfully intercepted or accessed by those other than the intended recipient. We will not accept any liability for any loss, injury or damage whether direct or consequential arising out of any such compromise of confidentiality.

4.1.4. **Disclosure of Personal Information**

This clause is governed by and shall be interpreted in accordance with the **Personal Data Protection Act, of the United Republic of Tanzania**, together with any regulations, guidelines, or directives issued thereunder. We shall process and disclose personal information lawfully, fairly, and transparently, and only for specified, explicit, and legitimate purposes, in compliance with the principles of data minimisation, accuracy, storage limitation, integrity, confidentiality, and accountability as required under the Act

4.1.4.1. **Disclosure to Security, Regulatory, and Law Enforcement Authorities**

We may disclose, or receive, your personal information or documents to and from local or international law enforcement bodies, regulatory authorities, or government agencies where such disclosure is **lawfully required or permitted** under the Personal Data Protection Act or any other applicable law, including for the purposes of preventing, detecting, investigating, or prosecuting criminal activities, fraud, or other unlawful conduct.

4.1.4.2. **Compliance with Legal and Regulatory Obligations**

We may disclose your personal information where such disclosure is **necessary and proportionate** to comply with any applicable law, regulation, court order, lawful request, or regulatory requirement, including obligations imposed by competent authorities under Tanzanian law.

4.1.4.3. **Disclosure for Legal, Audit, and Regulatory Proceedings**

We may disclose your personal information to our legal advisers, auditors, regulators, or to a court or tribunal where such disclosure is necessary for the establishment, exercise, or defense of legal claims, or for audit, compliance, or regulatory oversight purposes, in accordance with the Personal Data Protection Act, even where such proceedings are conducted in public.

4.1.4.4. **Disclosure to Authorized Partners and Third Parties**

We may share your personal or transactional information with authorized partners or third parties **acting as data processors or joint controllers**, strictly in accordance with the Personal Data Protection Act, applicable consumer protection laws, and binding contractual arrangements that impose confidentiality, data security, and data protection obligations. Such disclosures shall be limited to purposes that are lawful, necessary, and proportionate, including supporting:

4.1.4.4.1. service delivery and continuity.

4.1.4.4.2. security, fraud prevention, and risk management.

4.1.4.4.3. compliance with legal or regulatory obligations.

4.1.4.4.4. service enhancement, awareness, targeted education, financial inclusion and quality improvement; or

4.1.4.4.5. the adoption, operation, and promotion of M-Pesa services.

4.1.4.5. We shall ensure that:

4.1.4.5.1. only the **minimum personal data necessary** for the intended purpose is disclosed.

4.1.4.5.2. appropriate **technical and organizational security measures** are in place to protect the data against loss, misuse, unauthorized access, or disclosure; and

4.1.4.5.3. personal data is not retained by third parties for longer than is necessary for the disclosed purpose, in compliance with the Act. This may include, but is not limited to, disclosure to the following categories of recipients:

a) Telecommunications providers and authorized service partners engaged in the provision, maintenance, or support of M-Pesa services.

b) Insurance companies, debt collection agencies, credit providers, credit reference bureaus, and fraud-monitoring schemes, including for purposes related to M-Pawa, Songesha/Overdraft, credit scoring, risk assessment, or recovery processes, as permitted under applicable law.

c) Security agencies, law enforcement authorities, or statutory bodies where disclosure is required or permitted by law.
d) Regulatory authorities, including the **Bank of Tanzania** and the **Tanzania Communications Regulatory Authority (TCRA)**, where reporting, supervision, or compliance obligations apply.
e) **Authorized Service Partners** Supporting such as but not limited to: -
   - Telemarketing and customer engagement activities, subject to consent and opt-out requirements under applicable law.
   - Product promotions and awareness campaigns.
   - Financial literacy programs.
   - Activities under the National Financial Inclusion Framework.
   - Education and sensitization initiatives for Persons with Disabilities (PWDs).
   - Approved financial educators or community-based programs; and
   - Other lawful initiatives as may be determined by us from time to time.
f) Technology service providers, system integrators, and vendors engaged to support M-Pesa platform operations, data processing, analytics, hosting, or security controls, acting under written data processing agreements compliant with the Personal Data Protection Act.

4.1.5. For more information how we process your personal data, please read our privacy notice available on our website https://www.vodacom.co.tz/mpesa

4.1.6. You must comply with any instructions that we may give you from time to time about the M-PESA Services. You will be notified of any change of M-PESA Services, when possible, through the M-PESA Limited website, SMS or any other public means of communication

4.1.7. You accept that we may disclose or receive transactional information about you in aggregate format to and from our service providers (including the Trustee), dealers, agents, or any other company that may be or become our subsidiary, mother company or partner, for reasonable commercial purposes connected to your use of the mobile service or the M-PESA Services, such as marketing and research related purposes. These service providers (including the Trustee), dealers, agents, or any other company that may be or become our subsidiary, mother company or partner are bound by rules of confidentiality provided by the law.

4.1.8. Except for calls made to our Customer Service Hotline numbers (which will be provided to you upon registration) and to other designated toll-free numbers, a minimum call charge may be levied in accordance with the applicable Tariff.

4.1.9. Your calls, emails or SMS's may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorised use of our telecommunications system and detection and prevention of crime.

4.1.10. M-PESA services gives you an option to either confirm or cancel any transaction, you are required to verify the recipient's details include but not limited to either short code or number or name displayed before confirmation, hence therefore you are solely responsible for evaluating the accuracy of the number, value or short code thereof and accordingly, we shall not be responsible for any transactions concerning the defects therein and that is made contrary to this provision.

4.1.11. For any Account that is not used for more than specified days (i.e. either 60 or 90 or 150 days), a fee will be determined by M-PESA Limited and automatically debited from your Account for Account maintenance every month. Further, for any amount that remains in your Account unclaimed for more than 5 years, shall be transferred to relevant authorities in accordance with the laws of United Republic of Tanzania. Fees chargeable in this provision will be published in the M-PESA Limited Tariff Guide available in the M-PESA Limited website or any of its Affiliates.

4.2. **Minor Customer**

4.2.1. **Parent/Guardian Consent:**

4.2.1.1. If the Customer is a Minor, the registration will only be completed through biometric verification by the Parent or Guardian to provide their consent. By doing so, the parent or guardian agrees to assume full responsibility for all actions, transactions, and use of the service by the minor.

4.2.1.2. The parent or guardian shall carry along with either birth certificate/ passport /adoption document/passport with valid visa for foreigners. Nonetheless parent/guardian should carry his/her NIDA ID or NIDA number during registration.

4.2.2. **Account Ownership**:

4.2.2.1. The M-Pesa account of a minor shall be managed and supervised by the parent or guardian. The parent or guardian is responsible for ensuring the minor adheres to the terms of use and for monitoring the minor's account activities

4.2.3. **Verification**:

4.2.3.1. We may verify the minor's age and identity, if necessary. This process may include the submission of the parent/guardian's NIDA ID or other documents as required from time to time to confirm the minor's eligibility for the service

4.2.4. **Use of the Service**

4.2.4.1. **Limitations on Use**: the parent/guidance should adhere to this Terms and conditions and ensure that minor customer does not

4.2.4.1.1. Own more than one SIM card.
4.2.4.1.2. To transact more than a maximum of tier 1 limit.
4.2.4.1.3. Permitted to use mobile banking or any financial services integrated with M-Pesa
4.2.4.1.4. To transact/access on M-Pesa financial services.
4.2.4.1.5. To any betting/gambling like Sport Pesa etc.
4.2.4.1.6. To send any IMT transactions.
4.2.4.1.7. To any insurance payment.
4.2.4.1.8. To receive IMT (International Money Transfer).

4.2.4.2. **Freedom to Use:** among other transaction as from time to time will be allowed

4.2.4.2.1. To receive money from any mobile banking services and other customers

4.2.4.3. **Eligibility for Upgrading a Minor's Account to an Adult Account:**

4.2.4.3.1. The parent or guardian shall carry the responsibility to ensure that, minor customer perform re-registration when turning 18years
4.2.4.3.2. After turning 18 years, minor will be allowed for re-registrations biometrically.
4.2.4.3.3. We may send notification 3-months prior to maturity age (Before turning 18 years) though it's not our obligation to do so.
4.2.4.3.4. You may be suspended from using the service if and in case you did not upgrade the account to an adult

4.2.4.4. **Responsibility, Monitoring and Oversight of Fraudulent Activities**: The parent or guardian agrees to monitor and oversee the minor's use of the service, ensuring compliance with all applicable laws and regulations. The parent or guardian assumes full financial responsibility for any use of the mobile money service by the minor. This includes:

4.2.4.4.1. Any unauthorized transactions.
4.2.4.4.2. Ensuring that the minor does not misuse the service.
4.2.4.4.3. The parent or guardian acknowledges that they will be liable for any fraudulent activities conducted by the minor or third parties using the minor's account

4.3. **Use of Funds for Digital Loan Repayment Services**

4.3.1. **Consent and Authorization**

Where you apply for and are granted a digital loan service and the loan proceeds are disbursed into your M-Pesa account, you hereby expressly authorize us to apply funds available in your account toward repayment of any outstanding obligations relating to the digital loan. Such authorization shall take effect upon disbursement of the loan.

4.3.2. **Scope of Repayment**

Repayment may be effected automatically or manually and may include repayment of the principal amount, accrued interest, fees, penalties, and any other lawful charges disclosed to you in accordance with the applicable Conditions of Use.

4.3.3. **Continuing Authority**

You acknowledge and agree that the authorization granted under this Clause 4.3 constitutes a continuing authority permitting us to deduct or apply available funds toward repayment of the digital loan obligations as and when they become due, without requiring further consent for each deduction. Any such deductions shall be carried out in a fair, transparent, and non-discriminatory manner and in accordance with applicable law.

4.3.4. **Default and Recovery**

Where you are in default of your repayment obligations, we may undertake lawful recovery actions, either directly or through a duly authorized debt collection agent, in accordance with applicable law, regulatory requirements, and the applicable Conditions of Use.

4.3.5. **Protection of Rights**

Any deduction, recovery, refund, reversal, or other action undertaken pursuant to this Clause 4.3 shall be conducted in a manner that respects your rights and dignity and our rights as the service provider, and in accordance with applicable law and the applicable Conditions of Use.

4.3.6. **Binding Effect**

Where the digital loan transaction involves a sender and a beneficiary/recipient, each party acknowledges and agrees that the consent and authorization provided under this Clause 4.3 shall apply, to the extent applicable to the disbursement, holding, repayment, refund, reversal, and recovery of the digital loan funds.

In addition, the sender acknowledges and agrees that once the funds are credited into the recipient's account, such funds may, where applicable, be utilized to offset or recover any outstanding digital loan obligations, including Songesha facilities (etc.), owed by the recipient/beneficiary in accordance with the applicable product terms and conditions.

5 ACCEPTANCE AND COMMENCEMENT OF CONDITIONS OF USE

5.1. You are deemed to have accepted these Conditions of Use as amended from time to time and which take effect:-

5.1.1. Upon Registration; or

5.1.2. Upon the initial activation of the M-PESA System by use of your Start Key.

6 SUSPENSION AND DISCONNECTION OF THE SERVICES/CLOSURE OF ACCOUNT

6.1. We may suspend (bar), restrict or terminate the provision of the M-PESA Services (in whole or in part) and/or close your Account subject to informing you under the following circumstances: -

6.1.1. if we are aware or suspect or have reason to believe that your Mobile Equipment or the MSIN/PIN number used in relation to the M-PESA Services is/are being used in an unauthorized, unlawful, improper or fraudulent manner or for criminal activities (or has been so used previously);

6.1.2. if you do not comply with any of the conditions relating to the M-PESA Services including these Conditions of Use.

6.1.3. if you notify us that your Mobile Equipment or SIM Card has been lost or stolen or your PIN has been lost or disclosed to any other party.

6.1.4. if you do anything (or allow anything to be done) with your Mobile Equipment which we think may damage or affect the operation or security of the Network or the M-PESA Services.

6.1.5. for reasons outside of our control; and

6.1.6. where we close your Account under Clause 6.2.

6.1.7. The exercise of the foregoing right is subject to any other Applicable Laws

6.2. To access the M-PESA Services, your SIM must always be operational ("active"). If your SIM is in inactive for a consecutive period of 3 months your M-PESA Account will automatically be closed by M-PESA Limited and any E-Money standing to the Credit of your Account will be paid to you in the matter provided in clause 6.4. (Funds can also be moved to a specified MPESA number).

6.3. We will also close your Account upon receipt of your request to close the same.

6.4. Where the use of your PIN has been suspended or disconnected or your Account closed any Credit Balance in your Account will be repaid to you in cash upon presenting yourself at our Customer Care Centre. You will only be paid any Credit Balance in cash upon satisfactory evidence of your identity being produced.

6.5. We will not be responsible for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute, if we close or suspend your Account in terms of this clause 6.

6.6. The service shall be automatically blocked if the wrong PIN code is entered multiple times by you or anyone who has access to your mobile equipment as may be determine by us. You will be unable to access the M-PESA services until we unblock the M-PESA services upon your request.

7 CHARGES

7.1. All Charges as set out in the Tariff Guide are published by M-PESA Limited from time to time and are available from M-PESA Limited's Head Office or by visiting **Vodashop** (i.e. Vodacom Shop) or M-PESA Limited **Website.**

7.2. Charges are subject to applicable levies and taxes at the then prevailing rates.

7.3. All Charges payable by you in connection with the use of the M-PESA Services may be debited from your Account without recourse to you.

8 TRANSACTIONS

8.1. All Debit Transactions from your Account will be effected by Transfer Instructions authorised with the PIN which you choose when you register, or by such other method we may prescribe from time to time. Proof of ID will BE required before any Transaction can be effected and the ID presented will be recorded by the Agent on each Transaction.

8.2. Your Account will be credited when you purchase E-Money by making Payments or when E-Money is transferred to your M-PESA Account from another Customer and all such amounts will be held by the Trustee to your order.

8.3. You may not affect any Transactions from your Account if you do not have sufficient E-Money in your Account to meet the value of the Transaction and Charges applicable thereto.

8.4. The M-PESA System will verify and confirm all Transactions effected from your Account by SMS to you. The M-PESA System records will be taken as correct unless the contrary is proved.

8.5. On being provided with an Account, you will be able to effect the following transactions: -

8.5.1. Effect a Credit Transaction by making a Payment in cash directly to an Agent in exchange for an equivalent amount of E-Money to be credited into your Account. Upon a Credit Transaction being made, the M-PESA System shall credit your Account accordingly.

8.5.2. Effect a Debit Transaction by: -

8.5.2.1. The exchange of E-money for cash at any Agent by sending a Transfer Instruction to M-Pesa pursuant to which the Agent will pay the equivalent amount of cash to you.

8.5.2.2. The transfer of E-money to another Customer (e.g. M-Pesa Customer and or non-M-Pesa customer and or non-M-Pesa customer from other network through interoperability) by sending Transfer Instructions to M-Pesa to the account of such Customer, specifying the amount to be transferred.

8.5.2.3. The purchase of Vodacom Pre-Paid Airtime by sending a recharge instruction to the M-Pesa System and giving a Transfer Instruction for the corresponding amount of E-Money to M-Pesa Limited’s the Designated Payee.

8.5.2.4. The purchase of Non-Vodacom Pre-Paid Airtime (Airtime from other Consenting Mobile Network Operators) by sending a recharge instruction to the M-Pesa System and giving a Transfer Instruction for the corresponding amount of E-Money to a designated recipient of another Mobile Network Operator.

8.5.2.5. The purchase of Goods and/or Services from Authorised Retailers by Transferring Instructions via M-Pesa of the amount to be transferred to the Authorised Retailer’s Account in settlement for the Goods and/or Services purchased.

8.5.3. Upon any Credit Transaction and Debit Transaction being effected the M-Pesa System shall credit or debit your Account once the sum is actually credited to, withdrawn or transferred by you from your Account.

8.5.4. Any Transaction which is not concluded within 7 or 30 days of the Transfer Instructions first being given for that transaction will automatically be cancelled and an SMS notification sent via M-Pesa of the cancellation shall be given to the Customer giving the Transaction Instructions.

8.5.5. The M-Pesa System will confirm every Transaction made by way of SMS together with an updated balance of your Account.

8.5.6. Any Debit Transactions given using the PIN will be charged to the Account. You acknowledge that, unless and until M-Pesa Limited or its Affiliates receives notice from you that your PIN, is no longer secure and/or that your Mobile Equipment has been lost or stolen, M-Pesa Limited may rely on the use of the PIN as conclusive evidence that a Debit Transaction has been authorised by you, even if it is actually made without your authority. M-Pesa Limited or its Affiliates shall not require any written confirmation of any Transaction Instruction.

8.5.7. We are unable to reverse or charge-back any Transfer Instruction for any reason including in the event of any dispute with any other Customer or an Authorised Retailer. You are responsible for resolving any disputes arising with any other Customer or an Authorised Retailer without recourse to M-Pesa.

8.5.8. **Reversal**: In the event that, you have mistakenly transferred funds to an unintended recipient, you will be able to reverse it through the M-Pesa Menu by yourself (self-reversal). Note that not all transaction types support the self-reversal service; therefore, in cases where you are unable to reverse the transaction yourself, we can help upon your request. It is your obligation to ensure you verify the recipient's details before completing the transactions

8.5.8.1. For the case you transfer fund successfully to incorrect third-party accounts, the refund/will be possible only if the service is not offered or transaction is incomplete, or fund is available on recipient account depend on third part response.

8.5.8.2. You agreed and aware that when executing clause 8 in here and or for any other successfully completed transactions, the service charges/fee and or Pre-Paid Airtime purchases are non-refundable, 8.5.8.2.1. The principal amount reversal shall depend on sufficient available balance on recipient's account as well as readiness; in such scenario where their insufficient balance we will be unable to assist on refund.

8.5.8.3. You shall as eligible, and it's your obligation to provide sufficient support and ensure any unexpected, unintended delivery of fund are immediate refunded back to its origin immediate

8.5.8.4. We shall not be liable for in case of failure to recover the fund.

8.5.9. Your Account may only be operated using Agents/Retailers in the United Republic of Tanzania

8.6. Each Transaction will be issued with a unique receipt number that is included in the confirmation SMS sent to you with an updated balance of your Account. This receipt number is used to track & identify all Transactions carried out on your Account.

8.7. You authorise us to present your M-Pesa registered name and mobile number to other M-Pesa customer to improve customer's money transfer experience. For instance, in providing confirmation of recipient's identity before, during or after send money transfers.

8.8. When you transfer funds to a third party with an M-Pesa business collection account, we will send the transaction data to such third party for processing through third-party integration servers. M-Pesa Limited shall not be responsible for non-completion of the transaction by the third party and you shall be responsible for all M-Pesa charges on M-Pesa completed Transactions.

9 SECURITY AND UNAUTHORISED USE

9.1. Only one PIN Number can be linked to your Account at any time.

9.2. Only you (the owner) may use your Mobile Phone and PIN Number.

9.3. You are responsible for the safekeeping and proper use of your Mobile Equipment, for keeping your PIN, and your Start Key for all Transactions that take place on your account using your PIN.

9.4. The verification to identify you being a rightful owner of the account will include among other things but not limited to your ID type, ID number, Personal details, Date of Birth, balance in your M-Pesa Account, last 5 transactions with any other relevant details will be used to confirm your identity when you call the Call Centre, but you must not disclose your PIN to any person including the person attending your call at the Customer Care Centre.

9.5. You hereby, by using the service confirm that you shall not use the services for any criminal or corruption purpose and shall be solely responsible for any consequences arising from such criminal, actions, immoral and any unlawful action(s) on use of the service.

10 YOUR RESPONSIBILITIES

10.1. You will be responsible for all applicable Charges at the applicable Tariffs for any Transaction effected including calls made on our Network using the Mobile Equipment whether those calls were made by you or someone else with or without your authority or knowledge.

10.2. You are solely responsible for any transmitted material and or communication, which is classified as defamatory, illegal or in breach of any copyright and shall indemnify and keep us indemnified against any claims and expenses made against us in respect thereof.

10.3. You must not use the M-Pesa Services to commit any offence(s) against the Law.

11 VARIATIONS

11.1. We reserve the right to vary at any time and with prior notice and reason to you these Terms and Conditions or the Tariffs. Variations will be notified by way of advertisement in SMS, or through our Website and or by using any other suitable means **PROVIDED THAT** you shall be deemed to have been notified of any such variations regardless that the same may not have actually come to your attention.

11.2. By continuing to use the M-Pesa Services you shall be deemed to have agreed to the variations contemplated in clause 11.1 above. If you do not accept any of the variations, then you must not continue to affect any Transactions otherwise you will be deemed to have accepted such modifications.

12 TRUSTEE RESPONSIBILITY

12.1. The Trustee hereby declares that it holds all Payments received in respect of the Purchase of E-Money or transfers of E-Money into your Account (the "**Trust Amounts**") on trust for you and for your benefit and that you shall be beneficially entitled to all those Trust Amounts standing to the credit of your Account. You agree that the Trustee may treat the records of the M-Pesa System as conclusive evidence of the amount of E-Money at any time standing to the credit of your Account and the Trustee is not bound to make any independent investigation of your beneficial entitlement to the Trust Amounts. You further acknowledge that, in relation to any payment to you in respect of your entitlement to Trust Amounts, we may act on instructions given by you using your PIN or instructions purported to be given by you using your PIN even if they are actually given by a third party.

12.2. You acknowledge that the Trustee shall have no obligation to invest the Trust Amounts other than by way of holding the same in the Trust Account. You further acknowledge that, to the extent that any interest accrues on the Trust Amounts, you shall have beneficial entitlement to such interest to the extent determined by M-Pesa Limited and the Trustee shall be entitled to retain such interest to defray its own costs and expenses and/or to pay the same to M-Pesa Limited towards the costs and expenses of operating the M-Pesa System and/or to pay the same to such charitable cause(s) as the Trustee may in its absolute discretion determine.

13 LIABILITY AND EXCLUSIONS

13.1. In the event that we are compelled to change or reassign your telecommunications numbering to meet regulatory requirements or for any other reason our liability will be limited to retaining your Account and where possible, transferring your Account to a new MSIN, failing which you will be paid out the Credit Balance standing in your Account in cash.

13.2. To the maximum extent permissible by law, we exclude warranties of all kinds, either express or implied not contained in these terms and conditions.

13.3. While M-Pesa Agents are required to provide M-Pesa Services in accordance with our instructions we shall not be responsible or liable for fraudulent activities or operating contrary to our instructions while in providing you M-PESA services or any other services. M-Pesa Limited and its Affiliates has set measures to ensure that you confirm or decline all transactions made to M-Pesa Agents before their completion. M-Pesa Limited shall not be responsible for your negligence when making such transactions with M-Pesa Agents.

13.4. We shall not be liable for any loss which you suffer unless it is directly caused by our being negligent or deliberately acting wrongly. If we do act negligently or wrongly, we shall only be liable for the principal amount of the loss suffered.

14 MISCELLANEOUS

14.1. These Terms and Conditions (as from time to time may be amended) forms a legally binding agreement binding on you and your personal successors and assigns.

14.2. These Terms and Conditions may not be assigned to any other person.

14.3. No failure or delay by either of us in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

14.4. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

14.5. If any provision of these Conditions of Use shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein and all provisions not so affected by such invalidity or unenforceability shall remain in full force and effect.

15 STATEMENTS

15.1. You may obtain a balance enquiry from your Mobile Equipment and query any transactions effected using your Mobile Equipment or call at the Customer Call Centre or walk into any Vodacom shop.

15.2. Printed statements of your Account may be requested by you in person at an authorised Vodacom shop. The same will be provided only after due diligence verification of the request and upon payment of a service fee at the shop.

15.3. We will close your Account on receiving a request from you.

16 FAILURE OR MALFUNCTION OF EQUIPMENT

16.1. We are not responsible for any loss arising from any failure, malfunction, or delay in any cell phone Networks, cell phones, the Internet or terminals or any of its supporting or shared networks, resulting from circumstances beyond our reasonable control. You will be notified of circumstances beyond M-Pesa Limited's control through the M-Pesa Limited website, SMS or any other public means of communication

17 NOTICES

17.1. We are entitled to send information to you via SMS to the contact Mobile Phone number supplied on your application form. These SMSs are for information purposes only.

17.2. You should send any legal notice to us at our chosen address: M-Pesa Limited, P.O. Box 2369, Dar es Salaam, or delivered to M-Pesa Limited Head Office, 11th Floor, Vodacom Tower Ursino Estate Plot No. 23, Bagamoyo Road, Dar es Salaam.

17.3. You agree to receive telemarketing notification or offers and/or other service/sales information by telephone relating to M-Pesa and GSM services from time to time at our discretion, although you may request to be excluded from receiving such notifications/messages upon appropriate consultation with us.

17.4. **Communication via SMS:**
We may send information related to the **Service** via SMS to the Vodacom mobile phone number linked to the user's M-Pesa account.

17.5. **Acknowledgment of Risks:**
You **acknowledge** that they have no claim against us for any damages or losses caused by issues related to SMS transmission, such as **delays**, **misunderstandings**, **mutilations**, **duplications**, or other irregularities that may occur during the transmission of communications about the Service.

17.6. **Marketing and Communication via SMS:**
We **reserve the right to send information** and **telemarketing messages** to you on mobile phone number linked to this Service. These messages may be for informational purposes.

17.7. **Other Communication Methods:**
We can also communicate via other channels include but not limited to such as **Website**, **radio**, **TV**, **newspapers**, OBD- Outbound dialing system, official phone call, or **email** in addition to SMS, etc.

17.8. **Promotional and Marketing Consent:**
By agreeing to the Conditions of Use, you **give consent** for us to send **promotional text messages** or **emails** or Unsolicited SMS (advertising, sales, financial education) relating to Services from time to time.

18 GENERAL

18.1. You must pay all our expenses in recovering any amounts you owe us including legal fees, collection fees and tracing fees.

18.2. You shall have the right, at your discretion, to rescind these terms within the period of ten days after registering for M-Pesa services

18.3. A certificate signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the certificate, unless the contrary is proved.

18.4. Subject to the extent permissible under law we will be responsible for direct losses and shall be limited to the total aggregate value of services purchased and paid for by you under this agreement.

18.5. You must notify us immediately of any change of your details in your Registration Form.

18.6. You agree that your information, including your personal information, your conversations with our Customer Care Centre will be stored for record keeping purposes for 3 months from the date of conversation and your Transactions will be recorded and stored for record keeping purposes for 7 years from date of closure of your Account or any other time as may be prescribed by laws of the United Republic of Tanzania.

18.7. In case of any problems relating to the provision of services in these terms and conditions you shall report by calling the Vodacom Customer Care Centre via number 100 or visit any nearby Vodacom shop for assistance

18.8. All copyright, trademarks and other intellectual property rights used as part of the M-Pesa Services or contained in our documents are owned by M-Pesa Limited or its licensors. You agree that you acquire no rights thereto.

19 CUSTOMER CARE & DISPUTE RESOLUTION

19.1. You may contact us through our customer care centre lines 100 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. [TOBi through either WhatsApp https://wa.me/255754100100 ; Facebook: https://m.me/tzvodacom or Instagram: https://ig.me/m/vodacomtanzania]

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

19.3. 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.

19.4. All M-Pesa /Vodacom Customers including those with special needs contact us through 100/101 for support and or to submit the above documents Toll Free etc.

19.5. The Complaints process is free of charge.

19.5.1. **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:

19.5.1.1. **Step 1:** You may visit BoT Website: https://www.bot.go.tz for more details, Fill in the form

19.5.1.2. **Step 2:** Send the Complaint Form to BoT by any of the following methods:

19.5.1.2.1. By Hand/Post: The Director, Financial Deepening and Inclusion, Bank of Tanzania, P. O. Box 2939, Dar- es- Salaam, Tanzania.

19.5.1.2.2. By phone: +255 22 223 3246

19.5.1.2.3. By Email: complaints-desk@bot.go.tz .

19.5.1.2.4. By Website (Online) https://www.bot.go.tz. Select the ABOUT US tab and the CONTACT US sub tab. Select the FEEDBACK FORM tab. Fill in the form and submit.

19.5.2. **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 Customer may apply for a judicial review to the Court.

19.5.3. **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:

19.5.3.1. **Step 1:** Go to TCRA Website: www.tcra.go.tz to get more details

19.5.3.2. **Step 2:** Send to the TCRA Complaint Form to TCRA by any of the following methods:

19.5.3.2.1. By Hand/Post: Director General, Tanzania Communications Regulatory Authority (TCRA), Mawasiliano Towers, 20 Sam Nujoma Road, 14414 Dar es Salaam, P. O. Box 474, Dar es Salaam, Tanzania

19.5.3.2.2. TCRA-By Phone: 0800008272 / +255 22 2199760 - 9 / +255 22 2412011 - 2 / +255 784558270 - 1

19.5.3.2.3. TCRA- By Email: dawatilahuduma@tcra.go.tz

19.5.4. **GSM & Mobile Money Complaints**: - If your complaint has not been resolved to your satisfaction by TCRA or BoT, you have the right to raise your complaint with Fair Competition Tribunal within 21; Submit your complaint to FCT using any of the following methods:

19.5.4.1. **Step 1:** Visit the FCT website https://www.fct.or.tz/ and select the e-Mrejesho tab located at the top.

19.5.4.2. **Step 2:** Send to the Complaint to FCT by any of the following methods:

19.5.4.2.1. By Hand / Post: Fair Competition Tribunal (FCT), Second Floor, Ministry of Higher Education, Science and Technology Building, Jamhuri Street, P.O. Box 79650, Dar es Salaam, Tanzania.

19.5.4.2.2. Online via the FCT website

a) Visit the FCT website https://www.fct.or.tz/ and select the e-Mrejesho tab located at the top.
b) Select Contact Us
c) Report your complaint at https://www.fct.or.tz/contacts
d) Fill in the form and submit.

19.5.5. **Privacy/data breach complaints: -** At M-Pesa, we take our customers' data privacy seriously. If you have concerns or feel that we have not handled your data in accordance with our privacy policy, please contact us using any of the channels below. We will investigate all complaints thoroughly and respond promptly to you.

19.5.5.1. **Step 1:** Email us or contact us on social media

19.5.5.1.1. Email: dataprotectionqueries@vodacom.co.tz

19.5.5.1.2. Facebook: https://facebook.com/tzvodacom

19.5.5.1.3. Twitter: https://x.com/VodacomTanzania

19.5.5.2. **Step 2:** Send the Complaint to the following methods

19.5.5.2.1. Write to Data Protection Officer, M-Pesa Limited, 7th floor, Vodacom Towers, Ursino Estate, Plot No. 23 Bagamoyo Road. P.O. Box 2369, Dar es Salaam, Tanzania

19.5.5.2.2. Visit the customer care desk at your nearest Vodacom shop

19.5.5.3. If you are not satisfied with our response to your privacy-related complaint, you have a right file a complaint with the Personal Data Protection Commission by filling the complaints form on https://dataprotection.pdpc.go.tz/complaint-form-one.

19.6. Any dispute that shall not be resolved under clause above will be referred to the Senior Management of the Bank. The Bank shall deal with all disputes in a manner stipulated under the Bank (Financial Consumer Protection) Regulations, 2019 and guideline for banking consumers' complaints, 2015 as amended from time to time.

19.7. This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

20 JURISDICTION AND DISPUTE RESOLUTION

20.1. These Terms and Conditions are governed by the laws of United Republic of Tanzania.

20.2. Any complaint or dispute arising out of or in connection with any Services or these Terms and Conditions shall be referred to M-Pesa Limited as prescribed under clause 19 from the occurrence of such complaint or dispute. Failing to refer the complaint or dispute within these days shall give M-Pesa Limited an option of rejecting the complaint or the dispute.

20.3. In the event of dissatisfaction with the outcome as per clause 20.2 above, a dissatisfied party shall follow procedures outlined under Clause 19.