



M-PESA LIMITED CONSUMER TERMS & CONDITIONS OF USE

AUGUST 2020

M-PESA LIMITED

Offices at 11th Floor, Vodacom Tower Ursino Estate Plot No. 23, Bagamoyo Road
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M-PESA LIMITED 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 MPESA 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)

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.

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. **“Goods and Services”** means such goods and services as may be purchased from Authorised Retailers using the M-PESA System;
- 2.1.15. **“ID Number”** means the number associated with the form of identification provided;
- 2.1.16. **“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;
- 2.1.17. **“Mobile Phone”** means your mobile phone handset;
- 2.1.18. **“M-PESA Retailer”** means a seller of Goods and Services who accepts E-Money in payment for Goods and Services;
- 2.1.19. **“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;
- 2.1.20. **“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;
- 2.1.21. **“M-PESA Website”** refers to the M-PESA section on website address found at www.vodacom.co.tz;
- 2.1.22. **“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;
- 2.1.23. **“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;
- 2.1.24. **“Network Service Provider”** means the provider of mobile phone services;
- 2.1.25. **“Outlet Operator”** means the assistant dealing with you at an Outlet;
- 2.1.26. **“Outlet”** means any shop, unit or other retail premises operated by an Agent;
- 2.1.27. **“Payments”** means money paid to an Agent, for the purchase of an equivalent amount of E-Money sums credited to your Account, any such monies thereafter being held by the Trustee on trust for you as specified herein;
- 2.1.28. **“PIN”** means your personal identification number being the secret code you choose to access and operate your Account;
- 2.1.29. **“Pre-paid Airtime”** means mobile phone calling credit on Vodacom’s Network;
- 2.1.30. **“Registration Form”** means the registration form containing registration details and acceptance of these Conditions of Use by you in the form annexed hereto;
- 2.1.31. **“SIM Card”** means the subscriber identity module which when used with the appropriate Mobile Equipment enables you to use the M-PESA Services;
- 2.1.32. **“SMS”** means a short message service consisting of a text message transmitted from one Mobile Phone to another;
- 2.1.33. **“Start Key”** means the initial 4-digit PIN use by you on registration for the purpose of activating your Account;
- 2.1.34. **“Tax Authority”** means Tanzania Revenue Authority
- 2.1.35. **“Tariff Guide”** means a catalogue published for the Tariffs payable for the M-PESA Services, as updated from time

to time;

- 2.1.36. **“Terms and Conditions”** means these Conditions of Use together with or without the Registration Form;
- 2.1.37. **“Transfer Instructions”** means instructions given via SMS for the transfer of E-Money from one Customer to another or from one organisation to another
- 2.1.38. **“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.
- 2.1.39. **“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.
- 2.1.40. **“Unregistered Customer”** means the recipient of E-Money who is either unregistered M-PESA Customer or the Customer from another network service provider
- 2.1.41. **“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 .
- 2.1.42. **“Withholding Tax”** means a government tax deducted from the Customer’s M-PESA account when making M-PESA transactions
- 2.1.43. **“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.
- 2.1.44. **“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;
- 2.1.45. **“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;
- 2.1.46. **“User Manual”** means a document describing the M-PESA System and its use;
- 2.1.47. **“we”** or **“us”** or **“our”** means M-PESA Limited and (where applicable) the Trustee;
- 2.1.48. **“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 is limited to one account per customer, irrespective of how many Vodacom SIMs are held by a Customer.
- 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 as a result of violation of this provision.

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 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 so as to prevent further use of the M-PESA Services until the same has been replaced. A replacement 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, loss or theft. Notification of any such 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.
- 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 You accept that we may disclose or receive personal information or documents about you: -
- 4.1.4.1 to and from local and international law enforcement or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of criminal activities or fraud;
- 4.1.4.2 to facilitate our ability to carry out any activity in connection with a legal, governmental or regulatory requirement;
- 4.1.4.3 to our lawyers or auditors or to the applicable court in connection with any legal or audit proceedings (notwithstanding that any such proceedings may be of a public nature).
- 4.1.4.4 to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of (in case such as M-Pawa Loan or Songesha) a) any information relating to your personal financial information and details of how you have performed in meeting your obligations b) any disclosure as may be within our Data Protection Act registration c) any disclosure required as a result of an order of any court of competent jurisdiction or by statutory authority
- 4.1.5 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
- 4.1.6 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, parent 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, parent company or partner are bound by rules of confidentiality provided by the law.
- 4.1.7 With the exception of 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.

- 4.1.8 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.
- 4.1.9 M-PESA services gives you an option to either confirm or cancel any transaction, you are required to verify the recipient's short code or number 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.
- 4.1.10 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.

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 unauthorised, 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 be operational (“active”) at all times. If your SIM is 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 manner 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 determined 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 effect any Transactions from your Account in the event that 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 events whereby you have mistakenly transfer fund to unintended recipient you will be able to reverse it through M-Pesa Menu by yourself (self-reversal); for the case whereby you are unable to refund by yourself we may assist upon your request;

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 are non-refundable,
 - 8.5.8.2.1 The principle 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 have any obligation for the case of failure to recover the fund.
- 8.5.9 Your Account may only be operated by the use of 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 authorised 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 effect 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 in to 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 SMS's 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.

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

- 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.
- 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 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.
- 19.5 **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: Go to BoT Website: <https://www.bot.go.tz> to get the BOT Complaint 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: The Financial Consumer Unit Bank of Tanzania Head Office, 2 Mirambo Street, Dar Es Salaam, ground floor, Middle building.
 - 19.5.1.2.2 By Post: The Financial Consumer Unit Bank of Tanzania P. O. Box 11884 Dar Es Salaam,
 - 19.5.1.2.3 By Fax/ By facsimile: +255 22 2234067
 - 19.5.1.2.4 By phone: +255 22 2233265/ +255 22 2233246
 - 19.5.1.2.5 By Email To the attention of the Head of the Financial Consumer Protection Unit i.e. complaints@bot.go.tz
 - 19.5.1.2.6 By Website (Online) <https://www.bot.go.tz>
- 19.6 **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.
- 19.7 **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:
 - 19.7.1.1 Step 1 Go to TCRA Website: www.tcra.go.tz to get the TCRA Complaint Form
 - 19.7.1.2 Step 2: Send to the TCRA Complaint Form to TCRA by any of the following methods:
 - 19.7.1.2.1 By Hand: The Consumer Affairs Department Tanzania Communication Regulatory Authority Mawasiliano Towers, Plot No 2005/1, block C, Sam Nujoma Road, Dar es Salaam
 - 19.7.1.2.2 By Post: The Consumer Affairs Department Tanzania Communication Regulatory Authority (TCRA) Towers, P. O. Box 474, Dar es Salaam
 - 19.7.1.2.3 TCRA-By Fax: +255 22 2412009/10
 - 19.7.1.2.4 TCRA- By Email: complaints@tcra.go.tz
 - 19.7.1.2.5 TCRA- By Website (Online): www.tcra.go.tz
- 19.8 **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:
 - 19.8.1 Step 1: Go to FCC Website: www.competition.or.tz to get the FCC Complaint Form
 - 19.8.2 Step 2: Send to the FCC Complaint Form to FCC by any of the following methods:
 - 19.8.2.1.1 By Hand: The Fair Competition Commission, GEPF house 2nd Floor, Plot No 37, Regent Estate Bagamoyo Road, Dar Es Salaam.
 - 19.8.2.1.2 By Post: The Fair Competition Commission (FCC) GEPF House, P. O. Box 7883, DSM, Tanzania
 - 19.8.2.1.3 By Fax: +255 22 2926126
 - 19.8.2.1.4 By Email: info@competition.or.tz
 - 19.8.2.1.5 By Website (Online): www.competition.or.tz

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.