



M-PESA VIRTUAL CARD TERMS AND CONDITIONS

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Vodacom Tanzania Public Limited Company

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VODACOM TANZANIA PLC M-PESA VIRTUAL CARD TERMS AND CONDITIONS

1. APPLICABILITY.

These Terms and Conditions ("Condition of Use") are available for Tanzania Vodacom M-Pesa Virtual cardholders and become effective once you register for or use Vodacom M-Pesa mobile money service.

The Virtual Card is issued to Vodacom M-Pesa Customers based in the Tanzania Republic Of, and is subject to this Condition of Use. The M-Pesa Virtual card is not linked to any physical Master Card or your bank card and it's not covered by any of the terms and conditions relating to other services apart from online purchase for now. The Card top up will cover all purchases transactions principle values, fees and Charges during operational; Subject to the restrictions set out below, you can use the Card online on all websites that and applications that accept MasterCard.

This Card cannot be a credit card or a charge card; nor is it a debit card linked to a current M-Pesa account; it is a virtual card generated via M-Pesa channel (i.e. STK or USSD or App) by you, meaning that **money, must be top up onto the Card at the time of creation or purchase**. You shall not receive a physical card; you will be sent Card's credential via SMS that containing the **Virtual Card number, Expire date, and CVV-Card Verification Value**, also may include other relevant information to allow you to use the card online.

Applicant must use the Virtual card based on this Condition of Use; we shall have the right to verify your KYC (identity) and decline your request or usage of the assigned card until you update your KYC to our satisfaction and or consent.

You must know, understand and comply with this Condition of Use as they form a binding agreement between you and us as amended from time to time by us.

2. DEFINITIONS AND INTERPRETATION.

2.1. "Agreement" means the agreement between you and us which includes these terms and conditions.

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

2.3. "Vodacom M-Pesa Virtual Card Service", "Vodacom" or "M-Pesa" means Vodacom PLC M-Pesa Virtual Card Services whose head office is at Vodacom Tower, 7th Floor, Ursino Estate, Bagamoyo Road, Dar Es Salaam, Tanzania, and any business or other person to whom any or all of our rights and or responsibilities under this Agreement may be transferred or delegated.

2.4. "Card" means the M-Pesa Virtual Card, a prepaid card denominated in Tanzania, or any replacement card which we issue to you from time to time. For clarity, the card is a virtual card; no actual plastic card is issued.

2.5. "Card Purchase" means any transaction whereby the Card is used as payment for goods and/or services at online Participating Retailers.

2.6. "Customer Due Diligence" means personal documentation supplied by you to us to confirm your name and current address, in order to meet our regulatory requirements.



2.7. "Limitation Period" means a period of 90days inactivity's or a time whereby M-Pesa account recycled following the termination of the service either GSM or M-Pesa.

2.8. "Participating Retailer" means an online supplier of goods and/or services who has agreed to accept the Card as payment for goods and/or services.

2.9. "Goods and Services" means such goods and services as may be purchased from participating retailers who accept M-PESA Virtual Card System;

2.10. "Tanzania" means the Republic of Tanzania includes the citizen and island around.

2.11. "Website" means a group of connected pages on the World Wide Web containing information on a particular subject e.g. www.vodacom.co.tz

2.12. "Virtual Card Number" means the 16-digit Vodacom M-Pesa Virtual Card number generated using the M-Pesa System Application, when used alone or in combination with the expiry date and/or the CVV code indicated on the M-Pesa Virtual Card can transact on the MasterCard participating retailers.

2.13. "CVV (Card Verification Value)" is an anti-fraud security feature to help verify that you are in possession of your Vodacom M-Pesa Virtual card. For M-Pesa Virtual Card you will be receiving through SMS.

2.14. "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;

2.15. "E-Money" means the electronic money issued by us and representing an entitlement to an equivalent amount of cash monies held by the Trustee in respect of the purchase of such electronic value;

2.16. "Service Window" means the time frame that the Virtual Card Account will be active before get dormant or expired and in this context is marked to be 30days, after that you will be required to renew.

2.17. "Force Majeure" means anything outside the reasonable control of a Party including pandemic, an act of war or terrorism, the mobilization of armed forces, civil commotion or riot, natural disaster, industrial action or labor disturbance (excluding industrial action by employees of the Party or its subcontractors), currency restriction, embargo, or a failure of a public utility or telecommunications carrier or system failure/outage, interruption in the processing of the transaction, or delays resulting from circumstance beyond our reasonable control (include power failure and delays in communication with supplier point of sale, internet or other system include your device failure);

2.18. "Cardholder" means any person (i.e. Vodacom M-Pesa customer) who apply or purchases or receive or activate the M-Pesa Virtual Card and responsible for all transactions and liability on the Card.

2.19. "Cooling-Off Period" In consumer rights legislation and practice, means a period of time following a Cardholder may choose to cancel the Card activate for purchase. Also may include the incentive time where customer can have zero charge and ability to opt out without being charged, or with less charges as deemed fit by management,

2.20. "You" (or "you") and "Your" (or "your") means the person or customer or Cardholder who purchased or activate the Card.

2.21. "We" or "us" or "our" means Vodacom PLC Tanzania and (where applicable) the Trustee;



3. APPLYING FOR AND ACTIVATING YOUR CARD.

3.1. The use of the Card is subject to the terms of this Condition of Use as may be varied by us from time to time. The current version of the terms and conditions is available on the Vodacom Website. Usage of the Card constitutes your acceptance of this Condition of Use, we have a right to accept or reject activation request as it may in its sole discretion determine.

3.2. You shall require a mobile phone number when applying for a Card or during the purchasing the Services and or Goods, and you will be entitle to only one Card at a time.

3.3. To apply for your Card you must be at least 18 years old and living in Tanzania or holding M-Pesa Account.

3.4. The Card will be issued in your name as appeared in M-Pesa Account. We will assume, unless and until you tell us to the contrary in accordance with Clause 5.7, any use of the Card is carried out by you.

3.5. You may also be asked to submit documentation to us for purposes of identification in accordance with our Customer Due Diligence, or regulatory requirements or when need be to update your details. We may also use electronic methods to satisfy our Customer Due Diligence requirements available in our custodian as obtained during the registration of your mobile SIM Card or M-Pesa Account, this will include but not limited to (for example: name, address, phone number, date of birth, etc.) and your personal background; information related to transactions arising from your relationship with and through us, and from other financial institutions; information you provide upon request for any of our products and services; information for the provision of products and services; and information about financial behavior such as your payment history and credit worthiness. We may collect and confirm this information during the course of our relationship. We may obtain this information from a variety of sources, including from you, from service arrangements you make with or through us, from credit reporting agencies and financial institutions, from registries, from references you provide to us and from other sources, as is necessary for the provision of our products and services. You acknowledge receipt of notice that from time to time reports about you may be obtained by us from credit or financial reporting agencies.

http://www.bot.go.tz/BankingSupervision/Tanzania_Credit_Reference_Bureau_Regulation.pdf

3.6. You will receive your Card details by a text message to the mobile phone number you have used to request

4. TOP UP FUNDS TO YOUR CARD.

4.1. You will be able to top up your Card from your M-Pesa account.

4.2. There must be sufficient value on your payment Card to cover the value that you wish to place on the Card plus the purchasing fee (if any). Other top up options may be added in the future; we will text you or will be able to opt from the menu if and when a new option is added.

Funds will normally be available on your Card immediately

Restrictions on top up of the Card

4.4.1. Minimum top up or pay amount Tsh 1.00

4.4.1. Maximum top up amount 1,000,000.00 Tshs

4.4.3. Storage Capacity of the Card 5,000,000.00 Tshs

5. USING YOUR CARD

5.1. The Card may only be used in all MasterCard accepting Retailers' websites. Accepting Retailers may change from time to time. Some participating retailers might not accept your card due to their own reasons.

5.2. You shall be responsible for ensuring the correctness and accuracy of all purchases made with the Card, any loss due to negligence of usage of account will not be covered by us.

5.3. We will immediately debit the amount in the Card for all Purchases from your Card. If you attempt to spend more than the Card's balance, your transaction will be declined.

5.4. You must not use the Virtual Card:

5.4.1. When you have noticed the deduction of purchasing payment has been done upon checking the Card balance.

5.4.2. After this Agreement has been terminated; or the Card expirer date has passed or

5.4.3. For payment of any illegal purchase.

5.5. You cannot stop a Card Purchase after it has been authorized; you need to be sure of payment you are going to do.

5.6. We will not issue Card statements. You can obtain your Card balance by checking the balance via your USSD or obtain information about previous Card Purchases by calling to our Customer Care Center.

5.6.1. You are responsible for monitoring your Card balance and for ensuring that there are sufficient Funds on the Card at all times to pay for Card Purchases at Participant Retailer. The up to date Card Balance and any recent Card transactions will be available to view the same day.

5.7. You are responsible for all authorized transactions on the card. Your maximum liability is for any losses arising from any unauthorized transactions that take place in case of carelessness, ignorant, theft or misuse. Therefore as soon as you discover or suspect that you are SIM Card is lost or stolen or your PIN or online Card's credential is compromised or there are unauthorized transactions perform under your Card you have to notify us immediately unless we reasonably define that you acted fraudulently or with gross negligence (in which cases you shall be liable for all Card transaction thereafter includes but not limited to Goods and service delivery to unintended or intended recipient and or location). For the case whereby you report unauthorized or authorizes purchase to incorrect destination or delivery point we will not be in position to correct such mistake you will be required to contact Participant Retail by your own and get it sorted. We will block your card as soon as deemed fit (e.g. we might delay for reasons of force majeure and outside of our control or upon late receipt of your request to close or suspend the same) to protect your funds once you have advised us of any unauthorized transactions or any instruction to do so.

5.8. You shall note that the online payment are subject to all laws and regulation includes any exchange rate control regulations when using the Card, hence therefore you might be required to pay the Participant Retailers in reflection to such time as exchange rate state of and any compensate as per inflation on exchange rate before settlement on completion of payment and shipment.

5.9. Once you have notified us of an unproven unauthorized or incorrectly executed transaction on your Card, we will promptly investigate your claim. In some cases we may ask you to give us further information about the transaction (for instance, to enable us to confirm that the transaction was properly authenticated). You should be able to cooperate with the police or other enforcement bodies if requested to do so.



5.10. This Condition of Use sets out the terms under which you may use your Card to access your Fund. You should read it carefully. Activating or using a Card means that you have received and read this Condition of Use and agree to its terms.

5.11. If you prefer to update the M-Pesa details or change ownership while M-Pesa Account linked to the Card before a payment has been settled, it may impact the processing of that payment if the Participant Retailers needs to adjust the initial authorization amount. Also if the final settlement amount exceeds your Account balance, the transaction will fail; you may be required to take additional steps (i.e. Means top up and perform multiple payment, but you have to agree with Participant Retailer if will accept multiple payment)

5.12. We reserve the right to debit from your Card the amount of any transactions done in this platform and confirmed that the service or Goods was delivered but unfortunately the payment was not done or successfully completed for any reasons, together with any fees, charges or expenses that we have incurred.

5.13. We reserve the right to hold/suspend funds in your account in case we have receive complaint until the consent obtained or until we have enough knowledge that such complaint is not associate, related with you or your action, or for any reasons as you have informed us and make sense.

5.14. We will not be liable for defects or fraudulent by Participant Retailers or purchasing Good and Service while addressing unintended recipient or location on line in any goods or services paid through your Card. Any queries or complaints about such goods or services should be addressed to the relevant Participating Retailer(s). A dispute between you and Participant Retailers will not affect or stop any initiate transactions from completion and we will not

5.14.1 Get involved any such disputes; or

5.14.2 be responsible for any losses or cost you have incurred related to such dispute.

5.15. Your PIN and or Virtual Card's credential (Card number or CVV number) will be blocked if you enter incorrect more than five (5) times, once this is happening you will required to contact our Customer Care or walk in customer care and your access will be enable once and only after you have been authenticated by our Customer Care team.

6. CANCELLATION OR EXPIRATION OF YOUR CARD

6.1. You have a legal right to cancel your Card up after you have applied and top up your Card, charging a fee might be applied. The period taken toward the cancelation day is known as the "Cooling-Off Period".

6.2. Under this Condition of Use, you also have the right to cancel your Card at any time after the 15 day Cooling-Off Period in case you have renew your card after expiration.

6.3. If you cancel your Card for whatever reason, we will immediately block your Card upon successfully cancellation so it cannot be used. You will not be entitled to a refund of money you have already spent on transactions for purchase on to Participant Retailer, or pending transactions or any fees due for the use of the Card.

6.4. You can cancel your Card from the menu or by Contact us through all contact channel (call Center or Retailers shop). Once we have received the necessary information, which we will advise you of at the time, the refund of the available funds remaining on your card will be processed and refunded to M-Pesa Account. We may ask you to provide us with further identification and we may authenticate you until we are satisfied to proceed with cancellation request during that time any transaction will be treated as per Clause 5.7.

6.5. We have the right to set a Cooling-off period and charges when opt out from time to time as deemed fit before or after Cooling-off period, Unless you have arranged to transfer any unused funds to another product managed by us if any or withdrawn to M-Pesa, if you cancel your Card Redemption Fee may be charged (see clause 11).



6.6. If at any time:

6.6.1. You are in breach of any of the terms of this Condition of Use; or

6.6.2. We have reasonable grounds to suspect fraud, theft, any illegal activities, any activity that affect the revenue and or the system or dishonesty; or

6.6.3. We have to do this for legal reasons; or if we have receive complaint related to your M-Pesa Account or Card that need such action aim towards the resolution, or consent or arbitration court.

We will be entitled to take such steps as we consider reasonably necessary to restrict your right to use the Card, which, without limitation, shall include, without prior notice to you, refusal to authorize a Purchase, suspension, withdrawal or cancellation of your Card.

If we do this, we will not be liable to you for any direct or indirect loss or damage whatsoever as the results of action taken not limited to either of closing, or restricting or suspending your card or both as aforementioned. We may tell you as soon as we can or are permitted to do so after we have taken these steps. In these circumstances, your fund might be either kept in Card or refunded in M-Pesa Account or archived.

6.7 You will be able to use the Card till end of the month on which the Card will expire, until and when you need to reuse the Card on the same phone number the renewal should take effect the same way you applied at the beginning, credential will be sent (i.e. this is for the security reasons new Card number/Expire Date/CVV). Your Card number will be valid for 30 days. Once the Card Expires all positive available fund excluding any pending transaction will be withdrawn back to your M-Pesa Account, in future If at that time you had used your Card until expiry and had a positive balance on the card we will automatically send you a replacement card number upon renewal and other relevant details; Any funds on your expired Card will automatically be transferred to your new card.

6.8 If your card has reached its expiration time and you have not received your new card number upon renewal please contact us through our Customer Care Center hotline

7. KEEPING YOUR CARD SECURE

7.1. You shall treat your Card number like cash or Bank PIN. You shall keep the card number and other security information provided to you secure

7.2. You must take all reasonable care and precaution to ensure that the Card details are not lost, mislaid or stolen.

7.3. If the details are stolen, you may lose some or all of your money on the Card, in the same way as if you lost cash from your wallet

7.4. We recommend that you check the balance on your Card regularly. You may see the Card balance and recent transactions for your confirmation upon any transaction at any time.

7.5. If you lose your Card details or if they are stolen, or you suspect that your Card has been used by someone other than you or your M-Pesa PIN has been compromised you must inform us immediately by making a call so we can block your Card.

8. LIABILITY

8.1. In the event that you do not use your Card in accordance with these Condition of Use or we find that you are using the Card fraudulently, we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using this Card and to recover any monies owed as a result of your activities.



8.2. Like other payment cards, we cannot guarantee a Participant Retailer will accept your Card, or that we will necessarily authorize any particular transaction. This may be because of a systems problem, or something outside our reasonable control, or force majeure or because we are concerned that your Card is being misused. Accordingly, we shall not be liable in any event that a Participant Retailer refuses to accept your payment, or if we do not authorize a transaction, or if we cancel or suspend use of your Card.

8.3. Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party.

8.4. We may restrict or refuse to authorize any use of your Card in any legal jurisdiction if using the Card is causing or could cause a breach of the Condition of Use or if we suspect criminal or fraudulent use of the card.

8.5. We will not be responsible for or liable to you for any case due to

8.5.1. Any of your instruction not being sufficient clear(s)

8.5.2. Any failure by you to provide correct information(s)

8.5.3. Any compromise of confidentiality information where your communication are unlawfully intercepted or accessed by individual other than intended recipient where these communication are sent via the system.

8.5.2. Any currency exchange rate inflection that will affect your purchases during the process in subject to currency you are going to pay in exchange to our currency.

9. REDEMPTION

9.1. You may at any time redeem the balance in whole from the Virtual Card.

9.2. Any outstanding balance in the Virtual Card can be withdrawn back to M-Pesa your M-Pesa menu option.

9.3. Notwithstanding upon Expiry Date your funds are available for redemption any time before the end of the expiration Period. After the expiration period your funds will automatically be returned to your M-Pesa Account

9.4. Provided you have cancelled the Card the fund will be refunded to M-Pesa account the redemption at this stage is impossible; unless there system fault that the fund were stuck or unsuccessfully transferred to M-Pesa account. You will contact us for support.

10. CHANGES TO THESE TERMS AND CONDITIONS

10.1. We may add to or change this Condition of Use in accordance with clause 10.2. We may add new fees and charges or change existing fees and charges at any time; as a direct result of new legislation, statutory instrument, Government regulations or licenses, rates of exchange, imposition or alteration of government tax or as a result of any review of Vodacom's business planning, changes within the industry, recommendations from regulatory bodies or for such other reason as it may in its sole discretion determine.

10.2. We will try to let you know in advance if we add to or change these terms and conditions or if we add new fees and charges or change existing ones during or after the transactions were possible. The amount and type of notice that we will give you will follow the necessary channel that apply and available at that time. (For example, we may notify you by letter, electronic mail, telephone (including recorded message or text SMS) or by an advertisement in gazette daily or weekly newspaper or in our website or any other means). Most changes will occur before or after we tell you about them, you are advised also to visit our website time to time to view the changes in case due unseen reasons you might not receive updates notification.



10.3. If we change or add to these terms and conditions and you are not happy to accept the changes, you may end this contract and close or cancel or stop using your Card in additional harmony Clause 13. If you do not ask us to end this Condition of Use and still using your Card, you are deemed to accept the changes on their effective date.

11. FEES CHARGES

11.1. Fees: mean the amounts that are payable when lodged or top up the Card or cancelled, or closed the Card or redeemed/withdrawn fund from the Card to M-Pesa Account, All fees will be debited directly to the Card or M-Pesa Account as they arise and or deemed fit, ensure enough balance when doing this action.

11.2. All fees and charges will be payable to us; including all charges which will be subjected for any online purchases at any Participant Retails sale point.

12. RESTRICTIONS ON USE OF THE CARD

The Virtual Card limits will adapt the MasterCard restrictions during the online purchases transactions and will adapt M-Pesa transaction limit when doing any transactions affecting your M-Pesa Account. Some of the purchases retails shop might reject M-Pesa Virtual Card as per reasons beyond our control.

13. TERMINATION OF THIS CONDITION OF USE

13.1. We may terminate this Condition of Use at any time for such other reason as it may in its sole discretion determine.

14.2. On termination of this Agreement for any reason you must immediately redeemed you outstanding positive balance ion your Card and cancel or close the card

14.3. Following termination of this Condition of Use in accordance with clauses 11.1, we will refund the balance of the Card to you, by transferring the balance onto your M-Pesa Account

14.4. You may terminate this Condition of Use ant any time and we will refund the positive available balance in your Card will be transfer to M-Pesa Account but Clause 11 might be applied.

14. GENERAL

14.1. We will not be liable for any delay or failure in performing any of its obligations in respect of the use of the Card where such delay or failure occurs because of any circumstances beyond our service's reasonable control.

14.2. You may not vary any of these Condition of Use and you may not transfer these terms to any other person or business.

14.3. This Agreement shall be governed by and interpreted in accordance with Tanzania law.

14.4. All communications under this Agreement will be in either English or Swahili.



14.5. We may record or monitor phone calls to our Customer Care Center or any touch point with you for training purposes, to enable instructions to be verified and to assess whether our service standards are being met.

14.6. We may transfer to any other person any or all of its rights and/or obligations under these Condition of Us. We may do this without telling you but your legal rights will not be affected and your obligations will not be increased as a result. You may not transfer your rights and obligations under these Condition of Use.

14.7. This condition Of Use does not replace any other Terms and Condition and shall be ready in conjunction with the existing Vodacom's Final M-Pesa Consumer Terms and Conditions and Vodacom's General Subscriber Terms and Conditions.

15. USE OF YOUR INFORMATION

15.1. Considering your application: The Card issued by us is the data controller. The personal information which you have provided to us may be used in the manner set out in this Clause 15.

15.2. Use and disclosure of your information: The personal information which we hold about you may be shared with and cross-checked by other businesses, fraud prevention or credit reference bureau (CRB) agencies, our suppliers, or subcontractors and anyone who introduced you to us:

15.2.1. To verify your identity and/or address (if any);

15.2.2. To trace debtors, recover debt, to prevent fraud and money laundering;

15.2.3. To manage and administer your Card; and

15.2.4. To carry out statistical analysis and market research.

15.2.5. In reference to Clause 15.2.4; to promote our products and services, and promote products and services of third parties we select or engage in business, which may be of interest through various channels, including your mobile number.

This information will be used by us so that we may carry out statistical research and analysis, compliance and regulatory reporting and administration in respect of the Card and in that note and in accordance with the above in relation to M-Pesa being a source of Funds. The Customer grants us and relevant third parties a perpetual, royalty free right to keep a record of the information referred to above.

15.3. Transfer of your information.

From time to time, we may disclose or transfer information about you to previously approved persons or companies who are based either inside or outside the Republic of Tanzania. We will only do so provided such persons or companies agree to give your information the same level of protection as we are required to give it in-here and act solely on our instructions. Such transfers whatsoever will be for the purpose of managing and administering your Card and system as whole.

16. PARTICIPATING RETAILERS

16.1. It will be necessary in all cases, for a Participating Retailer to obtain authorization to honour the Purchase; this is to ensure there are sufficient funds on the Card. We may do all necessary to ensure refuse to authorize a purchase at any time if there are insufficient funds on the Card, if that happened Cardholder will be responsible for repayment.

16.2. It might occur that a Participating Retailer may not be able to obtain authorization from us in some circumstances. If this happens we will not be responsible if you are unable to use the Card for a particular Purchase. Furthermore, we will not be liable for the refusal of any Participating Retailer to accept or honour the Card for any reason.



16.3. If a Participating Retailer becomes liable to make a refund to you we will not credit the amount of any refund to the Card; refunds are a matter between you and the relevant Participating Retailer in your agreed means and ways. The refund will affect your Card or M-Pesa account once the participating retailer has refunded the amount.

17. COMMUNICATION & COMPLAINTS

17.1. If you wish to enquire more details call through our customer service hotline.

18.1. If you are not satisfied with any aspect of the service offered, please contact Customer Care. They will be pleased to help and explain the complaints procedure in more detail. We will try and resolve your complaint as soon as possible. Often however, the complaint will need to be investigated. If this is the case, we will respond to you within 5 Business Days to acknowledge receipt of your complaint and we may respond to you how long it will take for your complaint to be resolved. If your complaint cannot be resolved you will be advised accordingly.