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# M-PESA CHOMOKA FUEL LOAN TERMS & CONDITIONS

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Vehicle Gas Station Loans | Financing Fuel Service Stations

**OCTOBER 1, 2023**

## CHOMOKA FUEL LOAN AGREEMENT TERMS & CONDITIONS

### **1. APPLICABILITY/AGREEMENT**

- 1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "**The Conditions Of Use**") are issued by M-Pesa Limited in collaboration with Mwanga Hakika Bank (hereinafter "**M-Pesa Limited**" or "**Bank**" or "**we**" or "**us**" "**ourselves**" or "**our**") to M-Pesa Customers ("Customer") (hereinafter "**you**" or "**your**" or "**user**" "**yourself**" or "**Borrower**") in the United Republic of Tanzania, which shall apply when you use the Chomoka Fuel Loan Terms Service (**Service**) issued by **Mwanga Hakika Bank** through M-Pesa System and these Conditions Of Use may be made available at our website located at either <https://www.vodacom.co.tz/> or <https://mhbbank.co.tz/> the "**Website**").
- 1.2. By accepting or opt in or use or keep using the Service you agree to establish a direct contractual relationship with a Bank and you further agree to be bound by these conditions and or any Annexure, Schedules, Annex, bulleting or Notice provided by us from time to time.
- 1.3. You acknowledge and agree that M-PESA is only providing you with the platform or means to connect you with Bank to access fuel loan and have direct relationship between you and the Bank; hence shall assume no obligation or right in relation to your contractual relationship with the Bank, nor shall M-PESA be liable to you for any damage or loss you may suffer as a result of your use of the Service and dealings with the Bank and you hereby absolve and hold M-PESA harmless against any such losses or damage.
- 1.4. You acknowledge, agreed and aware that the Service issued to M-Pesa Customer is an M-Pesa mobile lending service that enables you to access 'pay later for fuel' to predefined Gas Stations through M-Pesa Service that allows customers to buy fuel on credit and a 14-day repayment in collaboration with a Bank.
- 1.5. Customer must use Customer Fuel Term Loans based on this Condition of Use; we shall have the right to verify your KYC (identity) and decline your request or usage of the Service until you update your KYC to our satisfaction and or consent.
- 1.6. 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 In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:
  - 2.1.1 "**Agreement**" means the agreement between you and us which includes these terms and conditions.
  - 2.1.2 "**Applicant**" means any Customer who, through the Opt-In Function, applies for enrolment or registration onto the Service and establishment of an Fuel Term Loan Limit.
  - 2.1.3 "**BOT**" means the Bank of Tanzania
  - 2.1.4 "**Conditions of Use**" means these terms and conditions as may be varied by us from time to time.
  - 2.1.5 "**Customer Care Centre**" means a customer care Centre designated for the Service in accordance with these terms and conditions.
  - 2.1.6 "**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.
  - 2.1.7 "**Customer**" means any Applicant or any person who has registered to use the Service and has accepted this Agreement.
  - 2.1.8 "**E-Money**" or "**E-Value**" 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;
  - 2.1.9 "**Equipment**" includes your mobile phone handset, M-PESA enabled SIM Card and/or other equipment which when used together enables you to access the Network.
  - 2.1.10 "**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).
  - 2.1.11 "**Fuel Term Loan Limit**" or "**Loan Limit**" means maximum fuel Loan facility that a Customer can utilize in a maximum of two weeks' period
  - 2.1.12 "**Government**" means the National Government, Central Government or any other Government lawfully established under the laws of Tanzania.
  - 2.1.13 "**Know Your Customer**" also known as KYC refers to the Customer due diligence obligations prescribed by relevant laws and as may be prescribed or recommended by the Government, Tanzania Communications Regulatory Authority (TCRA) or Central Bank of Tanzania (BOT) from time to time.
  - 2.1.14 "**Late Interest**" means the additional interest applied upon late repayment of more than the loan duration taken. The fees calculated by 1% of the principal amount for every 7 days until day 30 and 0.5% of the outstanding amount applied daily up to day 40.
  - 2.1.15 "**Loan Fees**" means the amount added on the principal amount you have taken as a loan. This include the interest fees as well as processing fees as agreed between the bank and M-Pesa.
  - 2.1.16 "**M-Pesa Account**" means your M-PESA wallet registered in your name and through which you applied for the Services.
  - 2.1.17 "**M-Pesa Customer Credit Data**" means data relating to your credit activity within the M-PESA System.
  - 2.1.18 "**M-Pesa Customer Data**" means an M-PESA Customer's name and any of such subscriber's national identity card number, Voters card number, passport number or driving licence number, as reflected in Vodacom Tanzania records from time to time.
  - 2.1.19 "**M-Pesa PIN**" means your personal identification number being the secret code used to access and operate the M-PESA System and your M-PAWA Account;

- 2.1.20 **“M-Pesa Service”** means the money transfer and payments service provided by M-PESA Limited through the M-PESA System; or transfer and payments service managed and operated exclusively by M-Pesa Limited in Tanzania and licensed by the Central Bank of Tanzania
- 2.1.21 **“M-Pesa Menu”** means the menu that M-Pesa Customers access after dialing \*150\*00# or via M-Pesa Application for M-Pesa Services;
- 2.1.22 **“M-Pesa Subscriber”** means a person who has registered to use M-PESA and accepted the M-PESA General terms and conditions.
- 2.1.23 **“M-Pesa System”** means the system operated by M-PESA Limited in Tanzania for the provision of the M-PESA Service using the Vodacom PLC Tanzania Network;
- 2.1.24 **“Mwanga Hakika Bank Limited”** mean a company registered and incorporated in accordance with the laws of the Republic of Tanzania, having its registered office at 16th Floor, Mwanga Tower, Plot No. 1 & 50, Block 45A Kijitonyama, New 11735, Bagamoyo Rd, Dar es Salaam, (hereinafter referred to as **“Bank”** and which shall, where the context allows, include its successors in title and assigns) of the other part.
- 2.1.25 **“Network”** means the Global System for Mobile telecommunication (**“GSM”**) system operated by Vodacom PLC Tanzania and covering those areas within the United Republic of Tanzania as stipulated from time to time by Vodacom PLC Tanzania;
- 2.1.26 **“SIM Card”** means the subscriber identity module which when used together with other prescribed Equipment enables an M-PESA Subscriber to use the M-PESA Service.
- 2.1.27 **“Tanzania”** means the Republic of Tanzania includes the citizen and island around.
- 2.1.28 **“USSD”** or **“USSD String Code”** means the M-Pesa access code (i.e. \*150\*00#) as specified from time to time by M-Pesa Limited used by the customer to communicate with M-Pesa system through Vodacom PCL Network.
- 2.1.29 **“Vodacom”** or **“M-Pesa”** means M-Pesa LTD 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.
- 2.1.30 **“We,” “our,”** and **“us,”** means M-Pesa Limited and or Bank and (where applicable) the Trustee;
- 2.1.31 **“Website”** means a group of connected pages on the World Wide Web containing information on a particular subject e.g. [www.vodacom.co.tz](http://www.vodacom.co.tz) or <https://mhbbank.co.tz/>
- 2.1.32 **“You”** or **“your”** or **“my”** or **“My”** means the Customer and includes the Customer’s personal representatives and assigns.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 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. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1 Before opting-in or registering for the Service, you should carefully read and understand these terms and conditions as they govern the access, use and operation of the Service.
- 3.2 These Terms and Conditions are available on website or upon access contact channels. Where you are unable to read and understand these Terms & Conditions from an electronic device, you may download and print it out or collect a version from a Vodacom Retails Shop or Bank Branch.
- 3.3 If you do not agree with these terms and conditions, please click “Decline” on the Opt-in Function.
- 3.4 You will be deemed to have read, understood and accepted these terms and conditions: Upon clicking on the “Accept” option on the Opt-in Function requesting you to confirm that you have read, understood and agreed to abide by these terms and conditions; and or by using or continuing to use and requesting for the Service.
- 3.5 By registering for the Service, you agree to comply with and be bound by these terms and conditions as amended and revised from time to time and you affirm that these terms and conditions are without prejudice to any other rights that we may have in law or otherwise regarding your registration, access and use of the Service.
- 3.6 We may from time to time vary or amend these terms and conditions and your continued access and use of the Service constitutes your acceptance to be bound by the terms of any such amendment or variation.

### 4. OPENING THE CUSTOMER FUEL TERM LOAN

- 4.1 This service will be open for registration to all Customers with an Active M-Pesa Sim Card and by opting into the Service, you confirm that you have accepted terms and conditions and hence immediately preceding the date of your application to register for the Service. We reserve the right to verify the authenticity and status of your M-PESA Account and transactions; in doing so we may decline your application if we are not satisfied that you have met the minimum requirements.
- 4.2 You may register for the Service on more than one MSISDN provided that these terms and conditions will apply to each M-PESA Account that may be registered in your name.
- 4.3 You hereby agree and authorize us to exchange between M-Pesa Limited/Vodacom, and Bank any of your personal information held by us or submitted to us in respect of provision of this Service. Such personal information includes but is not restricted to your phone number, name, date of birth, ID or Passport Number, Vehicle details, Vehicle Registration Number, Driving License Details, Engine capacity, Type of Insurance (i.e. Comprehensive /third-party etc.) and such other information that will enable us to identify you and comply with the regulatory “know your customer” requirements (together the “Personal Information”).
- 4.4 You also hereby agree and authorize us to use information relating to your use of the M-PESA service, GSM Service, Insurance Service, for purposes of delivering the Services (“M-PESA Information”).

- 4.5 You may opt in to the Service solely by way of an electronic application made by you using your Equipment via the M-Pesa USSD or M-Pesa App, or other method as determined and communicated by us.
- 4.6 We reserve the right to request further information from you pertaining to your application to register for the Service at any time. Failure to provide such requested information within the time may result in a decline of your application to register for the Service.
- 4.7 Our acceptance or decline of your application to register for the Service shall be communicated via a flash displayed notification or through an SMS sent to your SIM Card or MSISDN/mobile phone number associated with your M-PESA account.
- 4.8 You acknowledge and accept that our acceptance of your application to register for the Service creates a separate and distinct contractual relationship between you and M-Pesa Limited/ Vodacom PLC Tanzania outside the terms and conditions that apply to your M-PESA Account from time to time.
- 4.9 By accepting these Terms and Conditions, you agree and admit that we reserve the exclusive right to set a unique Service Limit (i.e. Fuel Term Loan Limit) include any charges/fee/interest based on your subscription details/personal information's. Upon successful registration/opting into the Service, you will receive a confirmation.
- 4.10 We reserve the right to decline your application to register for the Service or, subject to 30 days' notice or such other notice as may be required by law, to revoke your registration on the Service. Where we decline your application to register or revoke your registration we shall endeavour to formally communicate to you our reasons for the same.
- 4.11 When you apply for the Service, you instruct, consent to and authorize M-Pesa to provide certain information about you to the Bank for the purpose of offering you a Service and for considering your application.
- 4.12 For as long as you have active Service or apply for one, you consent that the Bank may collate and process your information. This information may include all data held by M-Pesa about you and or your M-Pesa Account. It specifically includes personal information as specified on clause 4.3 above.
- 4.13 You acknowledge that the Bank without detailed specified on clause 4.12 above would not be in position to serve you better thus you solely hereby endorse the provisioning of your information to Bank and M-Pesa Limited and or any Third-Party entity for the purpose of offering the Service.
- 4.14 Bank shall accordingly as per these terms and conditions and in reference to Privacy Statement Policy that might be made available on Website.
- 4.15 For the case whereby you need more clarity or have suggestions or recommendation you may refer on clause 12 below.
- 4.16 You may opt-in/accept or decline/opt-out the **Service** by following the instructions provided in the application menu on your M-PESA point of sale (POS) device.
- 4.17 It's not our obligation to provide you with rejection/acceptance reasons/remark when you apply for the Service, though we may try to do so when practicable possible within our discretion, and you hold us harmless and with no charges for any inconvenience or any loss this actions might have brought about.

## 5. YOUR REQUESTS

- 5.1 You hereby irrevocably authorize us to act on all Requests received from you (or purportedly from you) through the System and to hold you liable in respect thereof. We may nevertheless refuse to carry out any Requests which would result for the Service Offered any other service offered by us.
- 5.2 We entitled to accept or reject to act on your any Request, if we believe that we can correct any incomplete or ambiguous information in the Request without any reference to you being necessary.
- 5.3 We shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding that the Request may have been initiated, sent, or otherwise communicated in error or fraudulently, and you shall be bound by any Requests on which, we may act if we are in good faith and without negligence acted in the belief that instructions have been sent by you.
- 5.4 We may, in our absolute discretion, approve or decline to act on or in accordance with the whole or any part of your Request with or without further enquiry or further confirmation (whether written or otherwise) from you.
- 5.5 You agree to and shall release from and indemnify the Bank against all claims, losses, damages, costs, and expenses howsoever arising in consequence of, or in any way related to the Bank having acted in accordance with the whole or any part of any of your Requests.
- 5.6 You acknowledge that to the full extent permitted by law, we shall not be liable for any unauthorized loan Request, transfer, remittance, disclosure, any activity, or any incident on your M-Pesa Account related to Services, by the fact of the knowledge and/or use or manipulation of your M-Pesa PIN, password, ID or by any other means occasioned by your negligence.
- 5.7 You can only cancel your Request before pressing a submitting buttons on your Menu and cancellation will however only be allowed where your Request is revocable and **has not yet been acted on**. If we decide to cancel your instruction you may be charged for such cancellation.
- 5.8 We may at our own discretion refuse to honor your request related to Products or Services offered especially when you have not met the minimum Bank's criteria to be offered such a service.

## 6. FUEL TERM LOAN REPAYMENT

- 6.1 The interest will be calculated as follows:
  - 6.1.1 Interest Amount = [Principle Amount \* Interest Rate (i.e. Loan Fees)]
- 6.2 Service Charged loan fees shall be as follows: -

Repayment Days	Loan Fees
0 - 7	10%
8 - 14	12%

**Loan Fees:** This will be added on the principal amount you have taken as a loan. This include the interest fees as well as processing fees as agreed between the bank and M-Pesa.

**Late Interest:** This is an additional interest applied upon late repayment of more than the loan duration taken. The fees are going to be 1% of the principal amount for every 7 days until day 30 and 0.5% of the outstanding amount applied daily up to day 40.

- 6.3 There will be a Late Interest Fee, charged to all loans repaid after 30 days. The maximum Late Interest Fee shall be 5%.
- 6.4 In case the repayment duration exceeds/surpass 60days, you agreed and authorised that in additional to other clause of same nature, any funds crediting to any of your identified M-Pesa Accounts shall inked and automatically deducted to perform repayment of the outstanding loan balance inclusively of Interest and Late Interest Fee has been accommodated paid in full.
- 6.5 You shall consider and comply with Service repayment schedule/duration to avoid any additional Late Interest fees
- 6.6 Bad debtor or illicit behaviourally Customer; in case you have super exceed the repayment schedule without voluntarily undergo and fulfil the repayment scheme timely, you authorised us to lieu any available amount by auto-deduct such amount as part of repayment, you also confirm and allow us to perform auto-deduct any time based on your behaviour.
- 6.7 The repayment Service is considered as having been fully repaid if loan offered repayment reaches zero any time before the due time otherwise you authorised to engage debt collector Agency and or apply auto-deduction from any or your available balance on M-Pesa or Bank Account.
- 6.8 You hereby authorize and instruct M-PESA to enable Bank automatically debit your account upon defaulting repayment duration.
- 6.9 Failure to pay through the means provided above, Bank shall be at liberty to engage internal source or any vendor for the purpose of recovering the loan amount due from Customer through legal procedures as may deem fit

## 7. VARIATION, SUSPENSION OR TERMINATION.

- 7.1.
- 7.2. We may at any time, where it appropriate and or practicable possible notice to you, terminate or vary business relationship with you and close your Service and in particular but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the bank may determine.
- 7.3. Without prejudice to the bank rights under clause 7.1, the bank may at its sole discretion suspend or close your Service:
  - 7.1.1 if you use this Service for unauthorized purposes or where we detect any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;
  - 7.1.2 if your M-Pesa Account or agreement with M-Pesa Limited or Network Provider or Agreement with Network Provider is terminated for whatever reason;
  - 7.1.3 if the bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
  - 7.1.4 if the Bank reasonably suspects or believes that you are in breach of these Conditions Of Use (including non-payment of any Loan amount due from you where applicable);
  - 7.1.5 where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;
  - 7.1.6 to facilitate update or upgrade the contents or functionality of the Services from time to time;
  - 7.1.7 where you remain inactive for any period of time determined by the Bank in its reasonable discretion; or
  - 7.1.8 If the Bank decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.
- 7.4. You may close or opt-out your Service at any time at any Customer Care Centre or through your M-Pesa Menu respectively.
- 7.5. If your Service has any outstanding balance at the time of its closure, the Bank will keep the records for, and you may pay by other means or attached to new created account under your personal information as expressed herein especially on clause 4.3, 4.12, 4.13 and 6.9.
- 7.6. Termination shall however not affect any accrued rights and liabilities of either party.
- 7.7. If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or issue loan service rather will allow loan repayment only if there any outstanding balance will be issued to any person except upon production of grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

## 8. EXCLUSION OF LIABILITY

- 8.1. We shall not become liable to you for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with your application for or your use of the Service.
- 8.2. We shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within the our control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- 8.3. We shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within the bank's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- 8.4. We shall not be liable for any losses or damage suffered by you as a result of or in connection with: -
  - 8.4.1 Unavailability of sufficient funds in your M-Pesa Account to repay the loan timely including the fund freezing due to other complaint, disputed or any other breach of Agreement by your Network Service Provider or M-Pesa Limited;
  - 8.4.2 Failure, malfunction, interruption or unavailability of the M-Pesa System and/or M-Pesa service, your Equipment and the Network;

- 8.4.3 The money in your M-Pesa Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
- 8.4.4 your failure to give proper or complete instructions for your repayments or loan request relating to this Service;
- 8.4.5 any fraudulent or illegal use of the M-Pesa Services, M-Pesa System and/or your Equipment; or
- 8.4.6 Your failure to comply with these Conditions Of Use and any document or information provided by the us/Bank concerning the use of the System and the Services.
- 8.5. If for any reason other than a reason mentioned in subparagraphs 7.2 or 7.3, the Services are interfered with or unavailable, the Bank's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.
- 8.6. Save as provided in subparagraph 7.4 the bank shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.
- 8.7. Under no circumstances we shall be liable to you for any loss of profit or anticipated loan or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the us.
- 8.8. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

## 9. DISCLOSURE OF INFORMATION

- 9.1. You hereby expressly consent and authorize us to disclose, record and/or utilize or process your personal or other information relating to your account with Bank and any third party who is working with Bank in relation to the service and/or to its affiliates. This shall include sharing this information with or obtaining your information from:
- 9.2. You hereby expressly consent and authorize the Bank and M-PESA Limited to disclose, receive, record or utilize your personal information or information or data relating to your M-PAWA Account and any details of your use of the Services:
  - 9.2.1 To and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;
  - 9.2.2 To and from the Bank's service providers, dealers, agents or any other company that may be or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;
  - 9.2.3 To a Credit Reference Bureau;
  - 9.2.4 To the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;
  - 9.2.5 To M-Pesa Limited in connection with the M-Pesa Service and the Chomoka Loan Terms Services;
  - 9.2.6 For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
  - 9.2.7 In business practices including but not limited to quality control, training and ensuring effective systems operation.

## 10. MISCELLANEOUS

- 10.1. You hereby consent to Bank ceding and assigning all and any rights or obligations accruing to it under this Agreement to any third party without first obtaining any further consent from you.
- 10.2. If any provision of these terms and conditions 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.
- 10.3. You have the right to access the information held and to request correction of incorrect information. There is a cost involved in exercising this right which is reasonable and varies from time to time.
- 10.4. You consent to, and authorize Bank, any third party who is working with Bank to provide service under this agreement and or its affiliates to communicate the following to you: your transactional activity, educational messages, and offers for products or services via the M-PESA POS and / or SMS.

## 11. NOTICES

- 11.1. We may send information concerning the Service via SMS to the Vodacom Mobile Phone number associated with your M-PESA Account.
- 11.2. You acknowledge that you have no claim against the bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the Service.
- 11.3. We are entitled to send information, telemarketing to you via SMS to the contact Mobile Phone number connected to the service or associated with M-Pesa Account. These SMS's may be for information purpose.
  - 11.3.1 We may as well send other necessary information via Radio, TV, Newspaper, Email Radio, TV, Newspaper, SMS, or Email
- 11.4. By accepting these Conditions Of Use, you agree that we reserve the exclusive right to send you promotional text messages, text messages or email from time to time relating to the M-Pesa Services

## 12. CUSTOMER CARE, DISPUTE & COMPLAINTS

- 12.1. You may report all your queries or complaints, suggestion, or recommendations through our contact channels Customer Care Center by dialling 100/101 or Your Service Provider from country of your origin.
- 12.2. You may contact us through our customer care Center lines 100 or 101 or email [customercare@vodafone.co.tz](mailto:customercare@vodafone.co.tz) or other customer care contacts provided channels on our social media or Website (i.e. TOBi Online or Submit enquires) to report any disputes, claims or discrepancies in the Service.
  - 12.2.1 Our customer care representatives will handle the reported case(s) in accordance with our standard complaint handling procedures.
  - 12.2.2 Calls to Customer Care Center may be recorded for quality assurance or for any business practices including but not limited to quality control, training and ensuring effective systems operations

- 12.2.3 To help us serve you better, kindly bring all relevant details relating to your complaint (e. g date & time of the incident, product, details of any person you have spoken to in relation to your complaint etc.). The Complaints process is free of charge.
- 12.3. Any dispute/complaint not resolved by frontline support 12.1-2 above shall be escalated to the Bank
- 12.4. **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:
- 12.4.1. **Step 1:** Go to BoT Website: <https://www.bot.go.tz> to get the BOT Complaint Form
- 12.4.2. **Step 2:** Send the Complaint Form to BoT by any of the following methods:
- 12.4.2.1. By Hand: The Financial Consumer Unit Bank of Tanzania Head Office, 2 Mirambo Street, Dar Es Salaam, ground floor, Middle building.
- 12.4.2.2. By Post: The Financial Consumer Unit Bank of Tanzania P. O. Box 11884 Dar Es Salaam,
- 12.4.2.3. By Fax/ By facsimile: +255 22 2234067
- 12.4.2.4. By phone: +255 22 2233265/ +255 22 2233246
- 12.4.2.5. By Email To the attention of the Head of the Financial Consumer Protection Unit i.e. [complaints@bot.go.tz](mailto:complaints@bot.go.tz)
- 12.4.2.6. By Website (Online) <https://www.bot.go.tz>
- 12.5. **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.
- 12.6. **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:
- 12.6.1. **Step 1:** Go to TCRA Website: [www.tcra.go.tz](http://www.tcra.go.tz) to get the TCRA Complaint Form
- 12.6.2. **Step 2:** Send to the TCRA Complaint Form to TCRA by any of the following methods:
- 12.6.2.1. By Hand: The Consumer Affairs Department Tanzania Communication Regulatory Authority Mwasiliano Towers, Plot No 2005/1, block C, Sam Nujoma Road, Dar es Salaam
- 12.6.2.2. By Post: The Consumer Affairs Department Tanzania Communication Regulatory Authority (TCRA) Towers, P. O. Box 474, Dar es Salaam
- 12.6.2.3. TCRA-By Fax: +255 22 2412009/10
- 12.6.2.4. TCRA- By Email: [complaints@tcra.go.tz](mailto:complaints@tcra.go.tz)
- 12.6.2.5. TCRA- By Website (Online): [www.tcra.go.tz](http://www.tcra.go.tz)
- 12.7. This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.