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# M-PESA ELECTRONIC STATEMENT TERMS AND CONDITIONS

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**e-Statement**

**MAY 2024**

**M-PESA LIMITED**

Offices at 11<sup>th</sup> Floor, Vodacom Tower Ursino Estate Plot No. 23, Bagamoyo Road  
P.O. Box 2369 Dar Es Salaam, Tanzania. [www.vodacom.co.tz](http://www.vodacom.co.tz)

## M-PESA ELECTRONIC STATEMENT TERMS AND CONDITIONS

### **1. AGREEMENT AND APPLICABILITY**

- 1.1. This Agreement sets out the complete Terms and Conditions (**Conditions Of Use/ Terms and Conditions**) issued by M-PESA Limited (hereinafter “M-PESA Limited” or “we” or “us” “ourselves” or “our”) to M-PESA Customers (hereinafter “Customer”, or “Client”, or “Agent” or “Merchant” or “you” or “your” or “user” or “yourself”) which shall apply when you use E-Statement Service (**Service**) through M-Pesa System and will be available at our website (the “**Website**”).
- 1.2. These Conditions Of Use as provided herein, offers you e-Statement Services
  - 1.2.1. You shall all the time instruct us through your MSISDN/Phones via your M-Pesa USSD Menu or M-Pesa App, or by visit our contact channel,
  - 1.2.2. The request of Instruction shall be made by yourself hence third part are not required for this case.
  - 1.2.3. In sending or giving us instruction, you authorize us to process it despite that unauthorized person uses your service/account,
  - 1.2.4. In case you do not agree with these Conditions Of Use you should either opt out or you immediately stop using this service at all.
- 1.3. These Terms and Conditions shall apply and bind to all M-PESA Customers, Merchant, Agent, and Business (B2C &C2B) who uses the e-Statement Service both through your device or Over the Counter or upon calling us for statement request.
- 1.4. Any amendments or variations made to these Terms and Conditions shall take effect as publication either on your device or website or notified by any means includes but not limited to Website, SMS, via Retails shop, social media, email etc.
- 1.5. Please read these Conditions of Use, and any schedule/annexure in conjunction with **M-Pesa Consumer Terms and Conditions** and **GSM Consumer Terms and Conditions** and any other terms that associate with your registration to M-Pesa Service as shall form part of these Terms and Conditions.

### **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. “**Account**” means any one or more M-Pesa account(s) you have with M-Pesa Limited.
  - 2.1.2. “**Alerts**” mean the customized messages in response to the **request** sent by the Customer over his/her mobile phones; Alert can be used interchangeably by a word SMS.
  - 2.1.3. “**Conditions Of Use**” means these Terms & Conditions; including any amendments and all annexure, schedules, exhibits, appendices attached to it or incorporated by reference from time to time.
  - 2.1.4. “**Commission Received Account**” means an account for organizations to receive the commissions from M-Pesa Limited upon performing permitted transactions.
  - 2.1.5. “**Commission Held Account**” means a commission temporarily holding account for the top aggregator organizations, it is used to hold the commissions due to its independent stores before commission payment.
  - 2.1.6. “**Commission Payable Account**” means a commission payment account for the top aggregator organizations, it is used to pay commission due to its independent stores.
  - 2.1.7. “**Details**” shall mean the details of the Customer or Instructions related to the request(s) made/to be made by the Customer for the Services.
  - 2.1.8. “**e-Statement**” means an **electronic statement version of your M-Pesa Statement**. This statement is sent to you on your designated email address. You can view, save, or print your statement right from your device/computer.
  - 2.1.9. “**Merchant Account**” means a trading account for merchant organizations, it is used to receive payments for goods from customers and make refund payments to customers.
  - 2.1.10. “**Request**” means an instruction received by us from your mobile phone handset/MSISDN and made via the USSD System and or M-Pesa App and upon which we are authorized to act.
  - 2.1.11. “**Force Majeure Event**” means any event due to any cause beyond the reasonable control, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial

- action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.
- 2.1.12. **“Float Account”** means a trading account for agency organizations, it is used to provide services (such as customer deposit, customer withdrawal, and account transfer between organizations) for customers or organizations.
- 2.1.13. **“Information”** shall mean the information provided/to be provided to us by our Customers as required.
- 2.1.14. **“Instructions”** or **“Request”** shall mean the **application** issued either by you or from the government, court, regulator, or other competent authority, through SMS or phone call or official communication (consider the circumstance) in relation to the e-Statement/Statement Services.
- 2.1.15. **“GSM”** or **“Network”** means the Global System for Mobile telecommunication (**“GSM”**) system operated by Vodacom Tanzania PLC (Vodacom) and covering those areas within the United Republic of Tanzania as stipulated from time to time by Vodacom and or M-Pesa Limited; mostly associate with Data/Internet, Voice, SMS, GSM-VAS and the like.
- 2.1.16. **“MSISDN”** OR **“Phone(s)”** shall mean phone(s) owned/in the control of the Customer which supports SMS, voice and data exchange offered by Telephone Service Provider and having distinctive phone number(s) that have either been provided to us by the Customer upon M-Pesa account registration and the Customer has consented for use of such distinctive number for the M-Pesa Services
- 2.1.17. **“M-PESA Account”** means an account maintained by an **M-Pesa user** used for holding E-Money in the M-Pesa system, withdrawing E-Money from the M-Pesa system and or depositing E-Money into the M-Pesa system.
- 2.1.18. **“M-Pesa Limited”** means a Company whose head office is at Vodacom Tower, 11th 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.
- 2.1.19. **“M-PESA Subscriber or Subscriber”** means any person or entity registered to use the M-PESA System to send or receive money or make payments.
- 2.1.20. **“M-Pesa Customer”** means a person or entity who is a M-Pesa Account holder and has accepted these Conditions Of Use and owns a valid Phone & SIM Card that has Active M-Pesa Account, supports SMS/Alerts and M-Pesa services. Can be used interchangeably with M-Pesa Subscriber.
- 2.1.21. **“M-PESA System or system”** means the system operated by us in the United Republic Of Tanzania for the provision of the Service using the Vodacom Network.
- 2.1.22. **“MSISDN or Phone number”** means the unique Mobile Subscriber Integrated Service Digital Network Number issued to a M-Pesa subscriber and is used to identify the subscriber on Vodacom’s Network.
- 2.1.23. **“Network”** means Vodacom’s mobile cellular network or Telephone Service Provider
- 2.1.24. **“SMS”** shall mean Short Messaging Service, being a service offered by Telephone Service Providers and/or any other similar method of electronic communication that may now or at any time in the future be offered by Telephone Service Provider(s). the SMS sometime used interchangeably with term Alert.
- 2.1.25. **“Services”** shall mean the products and/or services offered by us from time to time, either directly or in collaboration with Third Party, which the Customer may avail of and/or make instruction for by using the Services.
- 2.1.26. **“Service Fee”** or **“Fee”** or **“Charge”** means the amount you pay upon requesting the Services.
- 2.1.27. **“Telephone Service Provider(s)”** or **“Network Provider”** shall mean any person/organization permitted by the Government of Tanzania or any competent authority to provide telephone services in Tanzania that support SMS, Voice, and Data traffic; For avoidance of doubt in this context imitate Vodacom PLC Ltd network.
- 2.1.28. **“TPIN”** or **“IPIN”** or **“PIN”** means the personal identification number that uniquely identifies You for purpose of use of the Service and created in accordance with clause 4.
- 2.1.29. **“Third Party”** shall mean any person appointed by us such as and/or any agent/third party appointed under to provide or support customer request and or any service related to the e-Statement Services.
- 2.1.30. **“USSD Designated Code”** means the USSD system code number assigned by which the Customer may access the Service through Vodacom Network, in this context refer to **\*150\*00#**.
- 2.1.31. **“USSD System”** means the USSD service in which the Customer may instruct M-Pesa Limited and operate the Services, the USSD System is accessed by dialing the USSD Designated Code.
- 2.1.32. **“USSD”** means the Unstructured Supplementary Service Data System.
- 2.1.33. **“Website”** means the website with the domain name <https://www.vodacom.co.tz/> owned and controlled by us.
- 2.1.34. **“We”** **“our”** and **“us”** or its variants means M-Pesa Limited includes the successors and assigns; and

- 2.1.35. "You" or "Your" or "they" or "she/he(s/he)" or "her/his" its variants mean the customer.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Heading in these Conditions Of Use are for convenience purposes only and its do not affect the interpretation of this Agreement.

### 3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1. This Condition Of Use on e-Statement Service, or when expressed herein whereby accessing the Service, you accept these Conditions of Use following which you are authorizing M-Pesa Limited to deliver statements of your Account(s) by electronic means.
- 3.2. You understand and come to an agreement that by requesting electronic delivery, you MAY NOT receive statements in paper form upon requesting the same within schedule time.
- 3.3. You agree that electronic delivery will satisfy M-Pesa Limited requirement to provide you a periodic statement of your account(s) activity.
- 3.4. You declare to be liable and responsible for PIN and statement confidentiality, genuine request, transmission of the statement, delivery address, archiving, viewing, or print of statement, and hold Us harmless anyhow for such action/request/instruction.
- 3.5. These Conditions of Use may be amended or varied by us from time to time and if you may continue using this service constitutes your agreement to be automatically bound and agreed by such amendment or variation.

### 4. SERVICE AVAILABILITY AND USING THE SERVICES

- 4.1. By accepting the e-Statement Terms and Conditions Agreement, you acknowledge your understanding of, and agreement to these Conditions Of Use. You also confirm that you can meet the hardware and software requirements necessary to access, view and print Online e-Statement Communications.
- 4.2. Service Availability – The service providing e-statements is generally available 24 hours a day, 7 days a week, however this service may be unavailable from time to time for routing software and hardware maintenance, or due to unscheduled down time.
- 4.3. For you to use the Services; you must be a registered and authorized M-Pesa User.
- 4.4. Access to the Service shall be through the USSD Designated code attached to Network Provider MSISDN or any other designated channel (such as M-Pesa App) as shall be informed from time to time by us.
- 4.5. All instructions/request provided to us from your device for use of the Service shall be made electronically through the USSD System or appropriate channel allowed by us.
- 4.6. To activate the Service, you must dial the USSD Designated Code and select the option made available on the USSD System for purposes of accessing the Services.
- 4.7. Upon successful accessing the Service Menu, you will receive a further prompt from the USSD System Menu prompting more details then finally you will receive an SMS alert confirming successful attempt.
  - 4.7.1 Upon completion of a successful task/request you will receive SMS/Alert confirming processing of your request.
  - 4.7.2 You will be required to enter your account credential (such PIN/Assistance ID/Password/Username/Passwords) as identifier to operate the service.
  - 4.7.3 We reserve the right to verify the authenticity and status of your Account, and request, and we may in our sole discretion accept or decline your request, this might also depend on status of your M-Pesa account or security credentials.
  - 4.7.4 In consideration, at your request in the future, you may select/opt for an outstanding/reoccurrence chargeable e-Statements to be sent to you via electronic mail (e-mail) to such e-mail address as in our record and/ or as instructed by you through such other designated e-mail account as may be instructed by you from time to time as one of the concerts you provide.

### 5. CHARGES AND FEES

- 5.1. You agree that the Service may constitute same stationary charges based on your selection Statement requests to be for monthly (daily, weekly, current month, 2months, 3months, 6months and 12months or as per system configuration and extension from time to time based on your request)
- 5.2. The format received by you is only available at that time throughout; statement requests for daily, weekly, current month to be free of charge. M-Pesa Users to be charged for statement request from 2-12 Months.
  - 5.2.1. For 2months, the Client is to be charged 500/=
  - 5.2.2. For 3months, the Client is to be charged 1000/=

- 5.2.3. For 6months, the Client is to be charged 2,000/=
- 5.2.4. For 12months, the Client is to be charged 3,500/=
- 5.2.5. For greater than 12 months, customers shall visit our Vodashop for request and further instructions.
- 5.3. The charges/Fees will be amended or reviewed from time to time as per our discretion and such changes shall form part of this Conditions of Use, you are advised to check changes either before confirm/submit /commit the request/instructions or by visit our website or our Vodashop or call customer care.
- 5.3.1. You may receive a flash SMS for fee charges from 2-12 month when you attempt for e-Statement.

## 6. RELIANCE OF INFORMATION AND AUTHORITY TO ACT

- 6.1. You hereby confirm, agree, declare, and acknowledge that: -
  - 6.1.1. We can share your personal information held by us with any third party with the intention of executing your request with respect to the provision of this Service. Such personal information includes, but is not limited to your phone number, name, date of birth, ID type, ID number, account number and such other information that will enable us to identify/verify you and comply with the regulatory “KYC-Know Your Customer” requirements.
  - 6.1.2. We can use information relating to your use of the M-PESA service, and or Network Provider (i.e. GSM) Services for purposes of delivering the Services (“M-PESA Information”).
  - 6.1.3. Your phone number(s)/MSISDN provided/shared to us is/are owned and in the control of yourself, unless otherwise expressly intimated to us in writing or through our call center services.
    - 6.1.3.1. Any communication from and to the said MSISDN is and shall be with the knowledge of and within the control of yourself.
  - 6.1.4. Unless otherwise you shall undertake to inform immediate your Network Provider then us forthwith upon any change in the Phone number(s), loss of the Phone(s), the Phone(s) being outside the control of the owner and/or any other change that may affect the provision of Services at your service.
  - 6.1.5. You shall, in all circumstances, accept full responsibility for all requests sent to us from your Phone(s), henceforth permit and License us to act on the request and process all requests.
- 6.2. Furthermore, you confirm and acknowledge that: -
  - 6.2.1. We reserve the right to request further information from you pertaining to your instructions, including the designated email for the Service at any time. Failure to provide such information within the time we require may result in a decline of your registration for the Service or disconnect the service.
  - 6.2.2. Our acceptance or decline of your application to the Service shall be communicated through an SMS sent to your MSISDN and or Equipment associated with your M-Pesa account and some cases via your designated email available on our records.
  - 6.2.3. By accepting these Conditions Of Use and continue using the Services; you agree that we reserve the exclusive right to set the service fee, and or any fee/charges associated with this service.

## 7. AUTHORITY TO OFFER SERVICE AND EFFECT CHANGES

- 7.1. You hereby agree, confirm, and authorize that: -
  - 7.1.1. This is a request to have the statements of your account(s) entries with M-Pesa Limited (i.e., does not include the loan or overdrafts facilities activities trends that happening/occurred from other 3rd parties' platform such as M-Pawa etc.) delivered to you electronically in accordance with these Conditions Of Uses whereby.
  - 7.1.2. We can send you SMS or Call your phone number regarding the provision of this service and any other services/products expected to be offered, including promotions and adverts.
  - 7.1.3. The service request shall be sent to us through a USSD designated code attached to your MSISDN or M-Pesa App where applicable and have access to, and you shall receive the notification or alert for attempt the request based on fact that all other factors remain constant.
- 7.2. You hereby acknowledge, agree, confirm, and authorize that: -
  - 7.2.1. You are the owner and designated user of the Designated Email and shall take all necessary security measures and precaution to ensure that the Designated Email is not accessed by any unauthorized party. We do not warrant the timeliness, security, confidentiality, or availability in the transmission of the e-Statements to the Designated Email.
  - 7.2.2. You will be receiving a notification, alert or SMS based on any products promotion or adverts or awareness or guidance or instruction of the service or service digression or service enhancement or any other necessary information may be requiring to be informed.

- 7.2.3. For attempt to perform any request or instruction based selected feature, henceforth and forevermore you are legally bound by these Conditions Of Use.
- 7.2.4. You confirm to us you have read and understood these Conditions of Use including any of variation or amendment made.
- 7.3. You agree, confirm, and understand, that; -
  - 7.3.1. The account ownership or security details of your account(s) are not part of Statement requested details that shall be sent on your designated email upon the request. Where the customer has requested for e-Statement to be sent to your designated email address, you as well confirm that the e-Statement can be accessed/viewed normally by accessing your designated email account.
    - 7.3.1.1. the e-Statement shall be sent to any of your email address designated by you from time to time when requesting for or benefit from Service.
    - 7.3.1.2. You acknowledge that, you are responsible for checking the e-Statement details found on your designated email address, for the case your encounter your email address either incorrect entered or accessed by unauthorized third-party you must immediately change your email by attempt to request e-statement and we will not be responsible for that.
    - 7.3.1.3. If you are aware or if you suspect that the details of the e-Statement are known to someone else, the customer must notify us immediately though it's not our obligation to resolve such matter.
    - 7.3.1.4. Since we do not guarantee 100% of system/network/connectivity stability and/or retrieval of records and or virus free and or system hackers/ cybersecurity and or your email server availability/safety, in case you notice inconsistent of transactions records, you may notify us immediately for the review of such statement not later than 72hours from date of statement sent out.
  - 7.3.2. You agree that; We may from time to time amend/modify/substitute the Conditions of Use and/or as required by business' discretion, Law, Authority, Government Institutions/bodies, and you agree to be unconditionally bound by the same.
  - 7.3.3. You understand that the SMS services or any other service provided by us or Telephone Service Provider may be a chargeable service and you shall keep yourself informed of the charges payable for such SMS Services from your service provider.
- 7.4. You confirm, agree, understand, consent and aware that: -
  - 7.4.1. Statement notifications can be sent to only one e-mail address. For example, the notification cannot go to both account holders on a company/entity representative.
  - 7.4.2. M-Pesa Limited shall have no obligation or liability to notify any other parties to a multiple party account if the email address is changed or email inserted is different from partnership or upon entity declaration using the email. The email selection is purely based on SIM Card operator discretion.
  - 7.4.3. You agree to protect the confidentiality of your account, account number, usernames and/ or passwords and or PIN and or Assistant ID.
  - 7.4.4. You agree that it is your responsibility to ensure that the electronic statements are not intercepted or viewed by others and for ensuring that you have logged out when your session is complete to prevent unauthorized access.
  - 7.4.5. It is your responsibility to contact us if you know or suspect unauthorized use of your User ID/PIN and/ or Password.
  - 7.4.6. M-Pesa Limited have no control as to the persons who have access to your personal/ Office device/computer and your credentials (i.e., PIN/Assistance ID/Password/Username/Password) once it is in your possession.
  - 7.4.7. M-Pesa Limited will not be liable for any unauthorized access to your personal computer/device or your credentials (i.e., PIN/Assistance ID/Password/Username/Passwords).
  - 7.4.8. We have the right to terminate our obligation to provide e-Statements service to an individual, or all customers.
  - 7.4.9. We have no obligation in case e-Statement does not deliver to your nominated e-mail address by any means include but not limited to
  - 7.4.10. Failure to your email address to receive the content due to size specification.
  - 7.4.11. Network connectives issues.
  - 7.4.12. Incorrect nominated email address provided.
  - 7.4.13. Customer being out of bundle service or terminated/close of service from Network Provider.
  - 7.4.14. In case you have insufficient balance for the requested service.
  - 7.4.15. All other issues out of our control



- 7.5. You do understand, confirm, and agree that any service fee/charges or levy or tax for this service is nonrefundable.
- 7.6. You are responsible for providing us with up-to-date electronic email address and contact information when requesting an e-Statement via your devices or even a paper Statement by visiting our contact channels (e.g., Vodashop).

## 8. DISCLOSURE AND CONFIDENTIALITY OF INFORMATION

- 8.1. By Accessing the Service using your password/PIN, or attempt accessing the service, you authorize us to reveal, receive, record, or utilize your information or data (including verification of your information in various system including NIDA verification where necessary) relating to your use of the Service or Account details thus: -
  - 8.1.1. You have the right to receive this Condition Of Use or access in either electronic or printing format at any printing device. You may as well visit our website to have a copy or Vodashop.
  - 8.1.2. The consent you are providing is for electronic delivery of your periodic M-Pesa account(s) statements.
  - 8.1.3. You have the right, at any time, to withdraw this consent for electronic delivery of your account(s) statements and again receive them by paper format once request in any of our Vodashop.
  - 8.1.4. You may withdraw your consent by changing your account delivery email address at you are own risk when attempt to request statement or
    - 8.1.4.1. It is your responsibility to notify M-Pesa Limited any time you should have a change in your e-mail address and did not take effect, though we will not be responsible and it's not our obligation incase the e-Statement delivered to wrong address, or if you wish to remove any account's email(s) from electronic delivery.
      - 8.1.4.1.1. For your protection and for security purposes, you are advised not to request changes of your email address via telephone or email; we suggest you visit our contact channel/Vodashop to document your request in appropriate format.
  - 8.1.5. Even though you have requested electronic delivery of your statements, you may obtain a paper copy of your account statement upon visit physically to our Vodashop along with your identification; this service can accommodate/attract Stationary Cost charges.
  - 8.1.6. it's advised keep a copy of your statement in a safe location. M-Pesa system have a rolling 6-12-month history (initiated at whenever statements turn 6-12month period) of your e- statements available online at any time.
    - 8.1.6.1. You acknowledge that rolling data history aims to improve the system performance, henceforth you are advised to keep your copy for further situation.
    - 8.1.6.2. The older statements [i.e., statement after rolling period (6-12month)] if failed to extract from your device, you confirm you shall visit our nearest Contact channel (Vodashop) for processing it, you aware and agree that print out copy attract stationary cost.
    - 8.1.6.3. Requests for multiple e-statement will attract charges that displayed before confirm/submit the request/instruction or can be reveal upon contact our customer care, Visit Vodashop or our website.
  - 8.1.7. To any local or international law enforcement or competent regulatory or governmental agencies for purposes of aiding in the prevention, detection, investigation, or prosecution of criminal activities or fraud.
  - 8.1.8. To a third party involved in the provision of the Services and to our lawyers, auditors, or other professional advisors, or to any court or arbitration tribunal for the purposes of any proceedings, or to a consumer complaint committee.
  - 8.1.9. For reasonable commercial purposes connected to your use of the Services, such as marketing, telemarketing, and research related activities; and
  - 8.1.10. For any business practices, including but not limited to quality control, training and ensuring effective system operation.
  - 8.1.11. That you understand and confirm that we may, at our sole discretion, record(s) all Information and Instructions relayed from the Phone(s) to us directly and from us to the Phone(s) and collect and store the same along with all information, in such form and manner as it deems necessary and appropriate.
  - 8.1.12. The Customer further confirms that the data and request/Information/Instruction so stored may be relied upon by us, made known to any person who may reasonably require the same and/or produced in evidence in any regulatory proceedings or otherwise.

- 8.2. We respect Your privacy, and always we will ensure that information shared with any third party in accordance with these Conditions Of Use are shared on confidential basis and strictly to the extent necessary for purposes of provision of the Services contained herein or for any purpose set out under these Conditions Of Use.
- 8.3. To the extent not prohibited by applicable law; We shall be entitled to transfer any information relating to you to , subsidiaries, representative offices, affiliates, representatives, auditors, Third Party and third parties selected by us, wherever situated, for confidential use in and in connection with e-Statement Services.

## 9. INDEMNITY, LIMITATION AND EXCLUSION OF LIABILITY

- 9.1. Access to the Service may be affected by factors outside our control such as system downtime or failure. Uninterrupted access may also arise because of scheduled or unscheduled periodic testing, repair, upgrade or maintenance and other factors. We will use all reasonable efforts to ensure that your requests are processed in a timely manner. Notwithstanding the foregoing, we do not make any representations or warranties as to continuous, uninterrupted, or secure access to the Service.
- 9.2. In return for the provision of the services by ourselves, you agree to protect us and absolve us against any action or lawsuits, losses, charge, damage, liability, expense (including legal fees), fee or claim that we may suffer, misunderstandings, mutilations, duplications, misallocation of request or any other irregularities due to System failures or improper incur and fraudulent usage of the Services or otherwise as a result of our provision of the Services to You. The protection and absolution you provide also includes any claim made by a third party against us that may result from You being in breach of these Conditions Of Use.
- 9.3. **Disclaimer:** While we will make every commercially reasonable effort to ensure that You receive proper Service, we will not be responsible to you or to any other person claiming under You for any losses or damage, regardless of the nature in connection with the following unless procured through our own willful default or fraud:
  - 9.3.1. A failure, malfunction, interruption or unavailability of the USSD Designated System, your mobile phone apparatus, the Network or the M-PESA System or designated email address the unavailability or any delays when execute the request.
  - 9.3.2. Your failure use or to give proper or complete request /instructions using the USSD System/M-Pesa App; or acting in good faith on any instructions /request /information received by us.
  - 9.3.3. Any fraudulent or illegal use of the Services, the USSD System, M-Pesa App, the M-PESA System, and/or your mobile phone devices; including unauthorized access to your M-Pesa Services and devices.
  - 9.3.4. Any loss that may arise because of any negligence on your part including revealing your service **Password or PIN** to a third party; you are solely responsible for protecting your Password/PIN or Phone/Device
  - 9.3.5. Your failure to comply with these Conditions Of Use; or undelivered/delays of SMS/Alert
  - 9.3.6. Other circumstances whatsoever not within our control including, without limitation, force majeure, error, interruption, delay, or non-availability of the M-PESA System, the USSD System, terrorist or any enemy/competitor action, equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or Network Provider telecommunications system, lack of available resources, strikes or labor disputes.
  - 9.3.7. You shall be responsible for ensuring the proper performance of your Equipment. We shall not be responsible for any errors or failures caused by any malfunction of your Equipment and shall not be responsible for any system virus or related problems that may be associated with the use of the System, the Services, and the Equipment. For avoidance of doubt, the System mentioned hereinbefore shall comprise System pertaining to your personal equipment.
- 9.4. We will not be responsible for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Service or any results from the Service even where the possibility of such loss or damage is notified to us.
- 9.5. We exclude any warranty and obligations that are implied by law and not set out in this Agreement to the extent that we are permitted by law.
- 9.6. Without prejudice to anything contained in these Conditions of Use, we make no express or implied warranty with respect to the Services provided hereunder including, without limitation, any warranties of non-infringement of third-party rights, title, marketability, satisfactory quality, fitness for a particular purpose.
- 9.7. In the event of any liability arising under these Conditions of Use because of which we and or third party engaged to provide the service are found legally responsible you agree that our maximum aggregate liability to You or to any other person shall be limited to such request at the time such liability arose.



## 10. INTELLECTUAL PROPERTY RIGHT

- 10.1. You agree that the intellectual property rights in the USSD System, the M-PESA System, the e-Statement Services (any amendments, upgrades or enhancements made) and all associated documentation that we provide to You through the USSD System, or M-Pesa App or otherwise are vested either in us or in other persons from whom we have a right to use and to sub-license the USSD System, and/or the Service, or the M-PESA System, and the said documentation.
- 10.2. You acknowledge those rights, and You agree not to infringe such intellectual property rights. You will not duplicate, reproduce or in any way tamper with the M-PESA System, the USSD System or the **e-Statement Communication Service** and associated **documentation** without our prior written consent.

## 11. IRREVOCABLE AUTHORITY

- 11.1. You hereby irrevocably authorize us to act on all Requests received from you (or purportedly from you) and hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.
- 11.2. If you request us to cancel any instructions after a request has been received by us from you, we may at our absolute discretion cancel such instruction or request you to initiate new request.
- 11.3. We shall be entitled to accept and to act upon any request, even if that request is otherwise for any reason incomplete or ambiguous if, in our absolute discretion, we believe that it can be correct the incomplete or ambiguous information in the request without any reference to you being necessary.
- 11.4. The customer acknowledges that we will use our best undertakings to ensure the security of the Service. Notwithstanding the foregoing, the customer agrees that We shall not be liable in any manner for any disruption, unavailability of the Service, communication, electrical or network failure that may result in the e-Statements being incomplete, unavailable, or delayed in transmission.
  - 11.4.1. You further acknowledge that the use of and the transmission of information via email may not be guaranteed to be secure.
  - 11.4.2. You acknowledge that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and the customer acknowledges that transmission may be disrupted, interrupted, delayed or incorrect.
  - 11.4.3. You shall not hold us responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with your use of the Service including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails or details or internet transmission or other communication equipment or facilities.
  - 11.4.4. For the avoidance of doubt, We shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss, even if we shall have been advised of the same.
- 11.5. The customer will not hold us responsible for any consequences that may arise because of any online communication between you and M-Pesa Limited which may be lost in transmission (whether in whole or in part).
- 11.6. You shall agree to the Conditions Of Use relating to the Service as herein after provided, and you confirms that these shall be in addition to and not in substitution of neither M-Pesa General/Standard Terms and Conditions nor GSM Terms and Conditions governing Core M-Pesa and Network Provider Services/facilities and to the services which shall apply to the Service as if the said terms and conditions were repeated herein.
  - 11.6.1. In the event of a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail to the extent of such conflict. The use of the Service will constitute the customer's agreement to and receipt of these terms and conditions as well as the acknowledgement of the inherent risks in the transmission of e-Statement via email.

## 12. CUSTOMER'S EQUIPMENT AND RESPONSIBILITIES

- 12.1. You shall at your own expense provide and maintain in safe and efficient operating in order your equipment necessary for the purpose of accessing the System and the Services.
- 12.2. You shall be responsible for ensuring the proper performance of your Equipment. We shall not be responsible for any errors or failures caused by any malfunction of your Equipment and shall not be responsible for any computer virus or related problems that may be associated with the use of the System, the Services and the Equipment.

- 13.1.1. Thus, we are not responsible for any electronic virus or viruses that you may encounter. We advise and suggests that your routinely scan your device using a virus protection product.
- 13.1.2. You shall be responsible for charges due to any service provider providing you with connection to the Network and we shall not be responsible for losses or delays caused by any such service provider. For avoidance of doubt, the System mentioned herein shall comprise System pertaining to your personal equipment.
- 12.3. Hardware and Software Requirements-In order to view and retain communications, you must have a personal computer or similar access device, operating system, and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing documentation you receive from us by access to our website using a technology specified below.
  - 12.3.1. An up-to-date Internet browser such as Microsoft Internet Explorer, Firefox, Chrome, or Safari, that meets our minimum requirements; and
  - 12.3.2. An email account with an Internet Service Provider and the appropriate software.
  - 12.3.3. By reading and accepting this Conditions Of Use, you acknowledge that you have a current version of Adobe Acrobat Reader (you can download the most current version at <http://get.adobe.com/reader/> or any other source you are familiar with) to access and read communications/Statement. You also acknowledge that you could open PDF files that we deliver to you, or other format as might be accommodated in this Services from time to time.
  - 12.3.4. Changes in hardware and software Requirements-We are not responsible and it's out of our control incase for any changes that occurred based on your hardware and/or software or Operating system, though we will try to advice you with minimum requirements to access, view and retain Services. Your decision to continue or end to receive Communications will constitute your agreement to such changes at your own risk.
- 12.4. You shall follow all instructions, procedures and terms contained in these Conditions Of Use concerning the use of the System and Services.
- 12.5. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment, Communication/e-Statement delivered and for keeping your M-PESA PIN/Password secret and secure. You shall ensure that your M-PESA PIN does not become known or come into possession of any unauthorized person. We shall not be liable for any disclosure of your M-PESA PIN/Password to any third party and you hereby agree to indemnify and hold us harmless from any losses resulting from any M-PESA PIN/Password disclosure.
- 12.6. You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from us are examined and checked by you or on your behalf by your own designated persons as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.
- 12.7. You shall immediately inform Network Provider, M-Pesa Limited through the Customer Care Centre if:
  - 12.7.1. You have reason to believe that your PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
  - 12.7.2. You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a request may have been fraudulently input or compromised.
- 12.8. You shall always follow the security procedures as may be notified to you by us from time to time or such other procedures as may be applicable to the M-Pesa or GSM or Device Services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your confidentiality. You shall ensure that the Services are not used, or Requests are not issued, or the relevant functions are not performed by anyone other than a person authorized to do so.
- 12.9. You shall not at any time operate or use the Services in any manner that may be prejudicial to us.

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### 13. SUSPENSION AND TERMINATION

- 13.1. The provision of this Service is at our discretion, and We may at any time, with notice to You when practically applicable, suspend, terminate, or vary our business relationship with you. The exercise of the foregoing right is subject to any other Applicable Laws and or specific Condition of Use.
- 13.2. You shall immediately inform us if Your Account associated with use of the Services has been changed.
- 13.3. We have the right to suspend the Services:

- 13.3.1. If You use the Service for any unauthorized purposes; including disclosure of e-Statement without owner consent or providing incorrectly email addressed.
- 13.3.2. If we detect any abuse/misuse, breach of content, fraud or attempted fraud relating to Your use of the Service; or manipulate e-Statement document or forged the e-Statement.
- 13.3.3. If we are required or requested to do so to comply with an order or instruction of or a recommendation from the government, court, regulator, or other competent authority.
- 13.3.4. If we reasonably suspect or believe that You are in breach of these Conditions Of Use.
- 13.3.5. If required to do so to address technical problems or for reasons of ensuring safety.
- 13.3.6. To facilitate update or upgrade the contents or functionality of the Service from time to time.
- 13.3.7. Where you remain inactive for any period that we may determine but in no event less than two to three (2-3) months; or
- 13.3.8. If we decide to suspend or cease the provision of the Service for commercial reasons or for any other reason as we may reasonably determine.
- 13.4. You may opt out of the Service or intend to close the service offered.
- 13.5. Termination shall however not affect any rights and responsibilities of either party that arose prior to termination,

## 14. AMMENDMENTS

Change in Terms – It may be necessary from time to time to change the terms or conditions regarding your statement access. In the event such a change is necessary, we will update the details on our website, and you are advised to visit the website from time to time or Vodashop for getting latest Conditions Of Use.

## 15. NOTICES

- 15.1. We may communicate information concerning the Service to you via SMS, Alerts, Our-Alert, text message notifications or in such other publicly available media including our website or in the local dailies or on authorized official social media.
- 15.2. You acknowledge that you have no claim against the M-PESA Limited for damages resulting from losses, delays, misunderstandings, mutilations, duplications, or any other irregularities due to transmission of any communication pertaining to the e-Statement Services.
- 15.3. You agree to receive promotions adverts and other telemarketing information pertaining M-Pesa and GSM services from time to time as per our discretions; though you may request to be omitted from such notification and advised accordingly by us.
- 15.4. When visit/call us for paper format/email statement; We may notify and / or sending you the statements into your last email address appearing on our record unless you have stated otherwise. In the case of e-Statement may be attached together with the email notification, adverts, terms, awareness, telemarketing, and the like.
- 15.5. You agree that from time to time We may advertise our products and services, and those of other companies in relation to Vodacom PLC Tanzania.

## 16. CUSTOMER CARE

- 16.1. You may contact us through our customer care center 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.
- 16.2. We must hear from you no later than 72Hours from the time e-Statement requested/sent out on which any problem or error appears. When you call or write, please give us the following information:
  - 16.2.1. Your name and M-Pesa Account number/Short Code number.
  - 16.2.2. The TZS amount and the date of the suspected error.
  - 16.2.3. Dates and nominated Email Address used for request.
  - 16.2.4. A description of the error or the transfer/received amount you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- 16.3. Our customer care representatives will handle the reported case(s) in accordance with our standard complaint handling procedures.

- 16.4. Calls to call 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.
- 16.5. 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.).
- 16.5.1. The Complaints process is free of charge.
- 16.5.2. **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:
- 16.5.2.1. **Step 1:** Go to BoT Website: <https://www.bot.go.tz> to get the BOT Complaint Form
- 16.5.2.2. **Step 2:** Send the Complaint Form to BoT by any of the following methods:
- 16.5.2.2.1. By Hand: The Financial Consumer Unit Bank of Tanzania Head Office, 2 Mirambo Street, Dar Es Salaam, ground floor, Middle building.
- 16.5.2.2.2. By Post: The Financial Consumer Unit Bank of Tanzania P. O. Box 11884 Dar Es Salaam,
- 16.5.2.2.3. By Fax/ By facsimile: +255 22 2234067
- 16.5.2.2.4. By phone: +255 22 2233265/ +255 22 2233246
- 16.5.2.2.5. By Email To the attention of the Head of the Financial Consumer Protection Unit i.e.
- 16.5.2.2.6. [complaints@bot.go.tz](mailto:complaints@bot.go.tz)
- 16.5.2.2.7. By Website (Online) <https://www.bot.go.tz>
- 16.5.3. **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.
- 16.5.4. **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:
- 16.5.4.1. **Step 1:** Go to TCRA Website: [www.tcra.go.tz](http://www.tcra.go.tz) to get the TCRA Complaint Form
- 16.5.4.2. **Step 2:** Send to the TCRA Complaint Form to TCRA by any of the following methods:
- 16.5.4.2.1. By Hand: The Consumer Affairs Department Tanzania Communication Regulatory Authority Mawasiliano
- 16.5.4.2.2. Towers, Plot No 2005/1, block C, Sam Nujoma Road, Dar es Salaam.
- 16.5.4.2.3. By Post: The Consumer Affairs Department Tanzania Communication Regulatory Authority (TCRA)
- 16.5.4.2.4. Towers, P. O. Box 474, Dar es Salaam
- 16.5.4.2.5. TCRA-By Fax: +255 22 2412009/10
- 16.5.4.2.6. TCRA- By Email: [complaints@tcra.go.tz](mailto:complaints@tcra.go.tz)
- 16.5.4.2.7. TCRA- By Website (Online): [www.tcra.go.tz](http://www.tcra.go.tz)
- 16.5.5. **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:
- 16.5.5.1. **Step 1:** Go to FCC Website: [www.competition.or.tz](http://www.competition.or.tz) to get the FCC Complaint Form
- 16.5.5.2. **Step 2:** Send to the FCC Complaint Form to FCC by any of the following methods:
- 16.5.5.2.1. By Hand: The Fair Competition Commission, GEPF house 2nd Floor, Plot No 37, Regent Estate Bagamoyo
- 16.5.5.2.2. Road, Dar Es Salaam.
- 16.5.5.2.3. By Post: The Fair Competition Commission (FCC) GEPF House, P. O. Box 7883, DSM, Tanzania
- 16.5.5.2.4. By Fax: +255 22 2926126
- 16.5.5.2.5. By Email: [info@competition.or.tz](mailto:info@competition.or.tz)
- 16.5.5.2.6. By Website (Online): [www.competition.or.tz](http://www.competition.or.tz)

## 17. GENERAL

- 17.1. If any clause or part of these Conditions Of Use is found to conflict with any applicable law such clause will be severed and subject to amendment, modification, or deletion by us without affecting the validity or enforceability of the remaining Conditions Of Use.

- 17.2. We reserve the right to amend or review these Conditions Of Use from time to time as we introduce new functionalities to the Service or as may be required by law or as per normal business review. Such amendments or variations will be notified to you on the Website under M-PESA page and by continuing to operate the Service, you shall be considered to have accepted those variations and amendments.
- 17.3. You may not assign any right or obligation that may arise under these Conditions Of Use without our prior written consent from us.
- 17.4. You will be required to pay any levy, tax and or as per Authority directives.
- 17.5. You agree that no waiver by us of any breach of these Conditions of Use by Yourself shall operate as a waiver/abandonment of any subsequent/subsequence breach.
- 17.6. We shall use our best endeavors to effect request/carry-out Instructions received within such time as may be specified by us, however, we do not guarantee availability of e-Statement Services within such specified time frames since the Services depends on various electronic technology used from time to time and may pass through various Third-Party systems, which could cause delays and snags in receipt/transmission of any instructions.
- 17.7. The e-Statement Services might be available to the specific M-Pesa Users only if you are within the active cellular circles of the Telephone Service Providers or in the circles forming part of the roaming network of such Telephone Service Providers; and a device shall have no error or interference.
- 17.8. We reserve the right to limit the amount and frequency of e-Statement Services you may make or by adding different tariff/charge band; Furthermore, we reserve the right to alter/amend/modify the limits for the Services.
- 17.9. **Waiver** - A failure by us to exercise or enforce any rights conferred upon it by these Conditions of Use shall not be deemed to be a waiver of any such rights or operate to bar the exercise or enforcement thereof at any subsequent time or times.
- 17.10. Updating of General Information in systems - Customer hereby agrees and acknowledges that all information that would be provided by the Customer under or in respect of the M-Pesa Platform, including the details of the E-mail identity of the Customer details on such account number(s) could be updated in our general systems. Hence, we may use all such information for the provision of other services provided from time to time. The Customer is deemed to have consented to the usage of all such information for other services.
- 17.11. Governing law and jurisdiction - The construction, validity, and performance of these Conditions Of Use shall be governed in all respects by the laws of Tanzania. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Tanzania which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter.