



M-PESA SCHOOL FEES PAYMENT TERMS AND CONDITIONS

JANUARY 2021

M-PESA LIMITED

Offices at 11th Floor, Vodacom Tower Ursino Estate Plot No. 23, Bagamoyo Road
P.O. Box 2369 Dar Es Salaam, Tanzania. www.vodacom.co.tz

VODASHULE M-PESA SCHOOL FEES PAYMENT TERMS AND CONDITIONS

1. APPLICABILITY AND UNDERSTANDING.

Please read these Terms and Conditions, and any schedule/annexure in conjunction with M-Pesa Consumer Terms and Conditions and GSM Consumer Terms and Conditions that shall form part of this Terms and Conditions ("Conditions of Use")

These Standard Terms and Conditions shall apply to all school fees payment when using 'M-Pesa School Payment Platform' as means of payments; and issued to you by M-Pesa Limited incorporated and registered in the United Republic of Tanzania and principal place of Offices is at 11th Floor, Vodacom Tower Ursino Estate Plot No. 23, and Bagamoyo Road P.O. Box 2369 Dar Es Salaam, Tanzania. www.vodacom.co.tz.

These Standard Terms and Conditions (herein refers as "Conditions of Use") together shall constitute the entire joint agreement entered into between the Customer and M-Pesa limited.

You are hereby advised to read these Conditions of Use carefully. By authorizing a payment to respective School through M-Pesa payment service ("the Service"), it shall be treated a deemed acceptance to these Conditions of Use. M-Pesa Limited reserves all the rights to amend these Conditions of Use at any time and will use necessary means to notify you, Though we insist that you visit our website for new updates. It is the responsibility of the Fee Payer/Customer to have read the terms and conditions before using the Service.

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 **"Agent"** – a person or organization that has express (oral or written) or implied authority to act for another (the principal who shall either be the Parent, Guardian, or Student)
- 2.1.2 **"Agreement"** means these Conditions of Use
- 2.1.3 **"Applicant"** means a Customer or M-Pesa Customer
- 2.1.4 **"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.
- 2.1.5 **"Conditions Of Use"** means these Terms and Conditions
- 2.1.6 **"Customer Care Centre"** means a customer care Centre designated for the Service in accordance with this Agreement.
- 2.1.7 **"Customer or M-Pesa Customer"** means any Applicant/Fee Payer who is eligible to use this service and has accepted these Terms and Conditions.
- 2.1.8 **"Educational Institution /School"** – an educational institution which is either private or public providing elementary or secondary or higher education or any technical or vocational school provided that such school or institution is registered and operating lawful under the Laws of the United Republic of Tanzania.
- 2.1.9 **"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;
- 2.1.10 **"Equipment"** includes your mobile phone handset, Vodacom enabled SIM Card and/or other equipment which when used together enables you to access the Network.
- 2.1.11 **"Fee Payer"** – person/customer/M-Pesa Customer responsible for the payment of fees. The 'Fee Payer' may be the parent, legal guardian, or a designated Agent.
- 2.1.12 **"Fees"** means the cost applicable for the Services and includes daily fee that a Fee Payer will need to pay for each time a transaction is performed.
- 2.1.13 **"KYC - Know Your Customer"** also known as KYC refers to the customer due diligence obligations imposed on M-Pesa Limited by relevant laws and as may be prescribed or recommended by the URT Government, Tanzania Communications Regulatory Authority (TCRA) or Central Bank of Tanzania (BOT) from time to time.
- 2.1.14 **"Legal Guardian"** - An individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs,
- 2.1.15 **"M-Pesa Account"** means your M-PESA wallet registered in your name and through which you applied for the Services.
- 2.1.16 **"M-Pesa Subscriber"** means an M-PESA User's name and any of such subscriber's national identity card number, Voters card number, passport number or driving license number, as reflected in M-Pesa Limited Tanzania records from time to time; who uses M-Pesa platform to make school payment; herein referred to also as Fee Payer.

- 2.1.17 "**M-Pesa System**" means the technical platform for the time being providing the M-Pesa service.
 - 2.1.18 "**M-Pesa**" means the money transfer and payment service that is managed and operated exclusively by M-Pesa Limited in Tanzania and licensed by the Central Bank of Tanzania.
 - 2.1.19 "**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.
 - 2.1.20 "**Parent**" – all natural parents, whether they are married or not, any person who, although not a natural parent, has parental responsibility for a child or young person or any person who, has care of a child or young person (having care of a child or young person means that the child lives with and is looked after by that person, irrespective of what their relationship is).
 - 2.1.21 "**Pay bill number**" means a unique number as issued to the School/Education Institution through which a Subscriber may be identified and against which such Subscriber may make and/or receive payments to or from the School/Education Institution using the M-Pesa Services as further described in Schedule 1 (M-Pesa Services). A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 2.1.22 "**Reference Number**" Means a unique identifier assigned to payee as an accounts attached and link to respective student used for fee payment for every instalment paid; the number will be generated from school when required.
 - 2.1.23 "**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.
 - 2.1.24 "**Student**" – an individual of majority or minority age pursuing a full-time or part time course of study or training at a registered institution which is among the list of institutions collecting school fees through M-Pesa system
 - 2.1.25 "**USSD**" means (Unstructured Supplementary Service Data) a Global System for Mobile (GSM) communication technology that is used to send text between a mobile phone and an application program in the network. Applications may include prepaid roaming or mobile chatting provided by Vodacom Tanzania.
 - 2.1.26 "**Website**" means a group of connected pages on the World Wide Web containing information on a particular subject in this context we strongly refer to www.vodacom.co.tz and or <https://vodashule.vodacom.co.tz/public/web/>
 - 2.1.27 "**We,**" "**our,**" and "**us,**" means M-Pesa Limited and (where applicable) the Trustee;
 - 2.1.28 "**You**" or "**your**" means the Customer and includes the Customer's personal representatives and assigns.
- 2.2** The word "**Customer**" shall include both the masculine and the feminine gender as well as juristic persons;
- 2.3** Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4** Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

3. REGISTERING AND USING THE SERVICE

- 3.1 This service is available for Customers, using M-Pesa USSD to access the service; once you access the service or transact using the service as a result by doing so means that you confirm to understand and accept these Conditions of Use.
- 3.2 We reserve the right to verify the authenticity and status of your M-Pesa Account and transactions and may in our sole discretion decline your request with or without alerting you, though will (not our obligation) try to notifying you
- 3.3 You may use the service on more than one MSISDN provided that these Conditions of Use will apply to each M-PESA Account that may be registered in your name and such MSISDN/reference number is accepted by institution/School intended.
- 3.4 You hereby agree and authorize us to share your personal information held by us to the School in respect of provision of this Service. Such personal information includes but is not limited to your phone number, name, date of birth, ID type and ID number and such other information that will enable us to identify you and comply with the regulatory "Know Your Customer" requirements.
- 3.5 Payment(s) through this Service may only be made with M-Pesa School Fee Scheme or M-Pesa MasterCard if the education institution accepts master card payment
- 3.6 Before using this Service, it is recommended that the Fee Payer shall make necessary enquiry about the charges or fees payable through M-Pesa Limited Website or respective nearest Vodashop or Customer care center.
- 3.7 The M-Pesa Account payment information supplied at the time of using the service is processed by the M-Pesa Limited along with third part to your respective nominated school. It is the sole responsibility of the Fee Payer to ensure that the information entered in the relevant fields are correct.
- 3.8 It is recommended that you shall take and retain a copy of the transaction receipt for record keeping purposes, which might assist in resolution of any disputes that may arise out or usage of the service.

- 3.9 The Customer/Fee Payer agrees, understands and confirms that his/her personal data including without limitation to details relating to M-Pesa and School Application transmitted over either gateway or the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Business partner (3rd Parties) or School or M-Pesa Limited have no control over such matters.
- 3.10 M-Pesa Limited is providing you with a payment service through a secure USSD, website or App that will facilitate school payment schemes. However, neither the M-Pesa Limited and affiliated business partner nor the School gives any assurance, that the information so provided online by a Customer/Fee Payer is secured or free from virus or may be read or intercepted by a third party. M-Pesa Limited does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.
- 3.11 M-Pesa Limited and/or third parties shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall M-Pesa Limited and/or its Business Partner, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including disciplinary or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service or your negligence.
- 3.12 The Fee Payer agrees that M-Pesa Limited or School/Education Institution or third part agency or any of its employees will not be held liable by the Fee Payer/Customer/Student for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Conditions of Use where such failure is due to circumstance beyond M-Pesa Limited reasonable control/Force Majeure.
- 3.13 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 information within the time we require may result in a decline of your application to register for the Service.
- 3.14 Our acceptance or decline of your requesting for the Service shall be communicated through an SMS sent to your Vodacom registered mobile phone number (MSISDN) associated with your M-PESA account and or Equipment.
- 3.15 By accepting these Terms and Conditions, you agree and admit that we reserve the exclusive right to set the payment method which will be followed to complete school fee payment circle.
- 3.16 Upon full registration you may now be able to view only related details/ information concerning your student, and allowing M-Pesa limited and school to send your notification, alert and student reports, school development, you will be able to chart and be advised with approve schools.

3.17 Mode of Payments

- 3.17.1 Customer will be able to pay all school payments through the Vodashule system from M-Pesa, and may include Banks and other Mobile money operators. Generation of the reference number will be made by the school platform which will be used as a payment number for each transaction(s).
- 3.17.2 You acknowledge, signify, aware and understand that once you have the reference number, the payment can be done even by your assigns. You agree that M-Pesa limited will not be liable of any payment made whatsoever in subject to the said reference number, though if paid unintentionally we can assist to communicate with beneficiary(ies) for reversal if applicable (though is not our obligation). We also advise you to contact beneficiary for the same.
- 3.17.3 Based on reference number paid either by you or assignee (i.e. third-party on your behalf). The Customer still owes an obligation to the other contracting party, and will remain liable to perform any part of the contract that still has to be fulfilled since the burden cannot be assigned; you acknowledge and agree that you are responsible for all payment, charges, fees, Tax, Levies for services provided to you.

4. PERSONAL & ACCOUNT INFORMATION.

- 4.1 Upon opting into the Service, you will receive a confirmation message bearing your student details.
- 4.2 If you are not allocated to any student, you must contact your school for further details and how to be connected.
- 4.3 You may check your student development, academic performance, attendance and payment fee balance via application and you may proceed payment via M-Pesa using the appropriate menu option provided on your Equipment through M-Pesa USSD.
- 4.4 The Customer/Fee Payer agrees that the debited account details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the Fee Payer shall not use M-Pesa Account, which is not lawfully owned by him/ her or which is not full registered as per government requirement or the use of which is not authorized by the lawful owner thereof.
- 4.5 The Fee Payer further agrees and undertakes to provide correct and personal information to conduct this service.

- 4.6 The Fee Payer may pay his/ her application/initial fees to school via M-Pesa Account.
- 4.7 The Fee Payer warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues payment instruction and provides M-Pesa details:
 - 4.7.1 The Fee Payer is fully and lawfully entitled to use M-Pesa Account for such transactions;
 - 4.7.2 The Fee Payer is responsible to ensure that the transaction(s) perform by him/ her are accurate;
 - 4.7.3 The Fee Payer authorizes debit of the nominated M-Pesa Account for the Payment of fees selected by such Applicant along with the applicable Fees, Charges, Levy, Tax as per authority
 - 4.7.4 The Fee Payer is responsible to ensure that sufficient credit is available on the M-Pesa Account at the time of making the payment of fees dues inclusive of the applicable Fee.

5. USE OF YOUR INFORMATION

- 5.1. You hereby expressly consent and authorize us to disclose, receive, record or utilize your personal information or information or data relating to your M-PESA Account:
 - 5.1.1. To and from our service providers, dealers, agents or any other company that may be or become our affiliate or subsidiary or holding company for reasonable commercial purposes relating to the Services;
 - 5.1.2. To our lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;
 - 5.1.3. For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
 - 5.1.4. In business practices including but not limited to quality control, training and ensuring effective systems operation.
- 5.2. You authorize us to disclose any information relating to your M-PESA Account to any local or international law enforcement or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud or to any other institution or third party as required by the laws of any country and as we may deem necessary.
- 5.3. You authorize us to disclose, respond, advise exchange and communicate the details or information pertaining to your M-PESA Account
- 5.4. We reserve the right to send you promotional texts with regards to the Services stipulated herein.

6. WARRANT

- 6.1 No warranty, representation or guarantee, express or implied, is given by the M-Pesa Limited in respect of the operation of the service.

7. DISCLAIMER AND LIMITATION OF LIABILITY:

- 7.1 M-Pesa Limited does not consent for liability for any damage, loss, cost (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by the Fee Payer from the use of this service.
- 7.2 **Governing law:** These Conditions of Use are governed by the laws of the United Republic Of Tanzania.

8. PRIVACY STRATEGY

- 8.1 In General, parent / guardian / student may browse the Application for obtaining any data or information. However, in order to access the classified information, one needs to use the credentials provided as a Parent / Guardian / Staff /Agent/ Student Fee Payer (make sure you do not share the credentials for security reasons)
- 8.2 The information provided by the Customer on the application shall be kept confidential and shall not be shared with anyone. The DATA will neither be made accessible to third parties nor transferred in any form or manner unless required by law enforcement.
- 8.3 M-Pesa Limited may share your personal information with our third parties for processing your payment
- 8.4 This payment method is secure, reliable, and convenient with an aim to provide flexibility and conform to providing continuous support to school fees payment.
- 8.5 It is sole responsibility of Student/Fee Payer to pick M-Pesa fee payment option. M-Pesa Limited does not recommend/ prefer/promote any particular method.

- 8.6 If payment is made by means of M-Pesa Account that you do not personally own, the permission from Account owner must always be obtained to make payments. In using the system, you confirm that you have such permission and you initiate such amount willingly and you intend to do so to pay on behalf of Account owner
- 8.7 No Warranty: The information and materials contained in the application that may include, graphics, links or other items are provided as on "As Is" and "As Available" basis by the M-Pesa Limited which organizes and tries to provide information accurately and expressly and disclaims liability for error or omission in this information and materials. No warranty of any kind, implied, express or statutory shall be given by the School/Education Institution.
- 8.8 Limitation of Liability: In no event, shall M-Pesa Limited be liable for any damage, direct or indirect losses or expenses arising in connection with the website or use thereof or inability to use by any person, delay of operation or transaction, computer virus etc.

9. REFUND/CANCELLATION

- 9.1 Fees, Charges, Tax once paid will not be refunded under any circumstances.
- 9.2 School Fee once paid cannot be refunded until you contact the school authority or advised by them; note you might be charged a certain percent, being a penalty for holding a student chances fruitless or as per school regulation.

10 FEES, CHARGES AND EXPENSES

- 10.1 You are responsible for the payment of all applicable Fees for the use of the Service.
- 10.2 All Fees are deducted at source and are subject to change at any time at our sole discretion subject to notifying you.
- 10.3 Fees payable will be deducted from your M-PESA Account. You hereby accept that we are entitled to deduct from your M-PESA Account (without reference to you) any Transaction Fees/Charges payable in respect of the Service;
- 10.4 Except as may otherwise be notified, fees are inclusive of all applicable taxes inclusive of Value Added Tax at the prevailing rate. You hereby agree to pay all Transaction Fees and any tax as directed by authorities.
- 10.5 Fee Payer shall be responsible to be fully informed and make necessary enquiry about the charges or fees payable in respect of services envisioned herein through M-Pesa Limited Website or respective nearest Vodashop or Customer care center designated for this Service.

11 TAXES

- 11.1 All payments are inclusive of any taxes payable as required by the United Republic of Tanzania.
- 11.2 You hereby irrevocably grant us permission to revise the Fees upon any changes to taxes applicable.

12 SUSPENSION AND TERMINATION

- 12.1 We may at any time, terminate or vary our business relationship with you and suspend or discontinue your registration and or access to the Service;
- 12.2 If you use the 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;
- 12.3 If your M-PESA Account or agreement with Vodacom or M-Pesa Limited is terminated for whatever reason;(refer M-Pesa and GSM(Vodacom) Terms and Conditions)
- 12.4 If we are required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority to that effect or necessitating it;
- 12.5 If we reasonably suspect or believe that you are in breach of these Conditions of Use (including non-payment of any amount due from you where applicable);
- 12.6 Where your M-PESA Account becomes inactive or dormant or is deemed recycled.
- 12.7 If we decide to suspend or cease provision of the Services for commercial reasons or for any other reason as we may determine.

13 VARIATIONS TO THE TERMS AND CONDITIONS

- 13.1 M-Pesa Limited reserves the right to vary these Terms and Conditions from time to time and the current version at our discretion subject to notifying you
- 13.2 We reserve the right to decline the acceptance of an online payment if your account is in default for any reason
- 13.3 We reserve the right to withdraw the service at any time at its discretion
- 13.4 We retain the right to change the terms and conditions for Tax, Fees Payments, and you may not transfer these terms to any other person or business

14 GENERAL

- 14.1 This Agreement shall be governed by and interpreted in accordance with Tanzanian law.
- 14.2 All communications under this Agreement will be in either English or Swahili.
- 14.3 **This condition Of Use does not replace any other Conditions of Use and shall be read in conjunction with the existing M-Pesa Limited's M-Pesa Consumer Conditions of Use and Vodacom's GSM General Subscriber Terms and Conditions.**

10. COMMUNICATION & COMPLAINTS

- 15.1 If you are not satisfied with any aspect of the service offered, please contact the Customer Care Centre by calling 100. 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.