



---

# GAS REFILL & DELIVERY PAYMENT SERVICE TERMS AND CONDITIONS

---

**PoaGas Services**

**APRIL 2024  
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](http://www.vodacom.co.tz)

**C1: VODACOM PUBLIC**

## COOKING GAS, REFILL & DELIVERY SERVICE TERMS AND CONDITIONS

### 1. The Agreement

- 1.1. This Agreement sets out the complete Terms and Conditions (hereinafter refers as Conditions of Use) are jointly issued by **M-PESA Limited** and the **Poa Gas Limited** (hereinafter “M-PESA Limited” or “PoaGas” or “we” or “us” “ourselves” or “our”) to M-PESA/Vodacom Customer (hereinafter “you” or “your” or “user” “yourself”) which shall apply and binding when you use the Gas Service (hereinafter defined “Service”) with the PoaGas (as hereinafter defined).
- 1.2. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication, and shall apply and bind to all Customers using PoaGas Service and you shall be deemed to have read and understood these Conditions Of Use, **M-PESA Consumer Terms and Conditions** and **GSM Consumer Terms and Conditions** that shall form part of these Terms and Conditions.
- 1.3. By choosing to use this PoaGas Service (“**Service**”) you agree to establish a direct contractual relationship with PoaGas Agency, and you further agree to be bound by these Conditions Of Use.
- 1.4. You acknowledge and agree that M-Pesa Limited is offering you a platform to build your relationship with PoaGas Agency and M-Pesa Limited shall has not directly obligation or right into your contractual relationship.
- 1.5. Any amendments or variations made to these Condition Of Use shall take effect on their date of publication/notice or as otherwise provided in such amendment or variation and posted on the Website.

### 2. Definitions & 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**” or “**Accounts**” means M-Pesa Account held by you.
  - 2.1.2. “**Address**” means the address of the premises of the Customer.
  - 2.1.3. “**Agreement**” means this Conditions Of Use recently entered between you and PoaGas as set out herein.
  - 2.1.4. “**Auto-strike**” means the mechanism whereby the M-Pesa System trigger auto payment or reoccurrence payment on behalf of customer until loan repayment is completed.
  - 2.1.5. “**Conditions Of Use**” means these Terms & Conditions; including any amendments and or any document or information provided by the us and or all annexure, schedules, exhibits, appendices attached or provided or submitted or set as a notice to you or incorporated by reference from time to time by us.
  - 2.1.6. “**Customer Care Centre**” means any Vodacom Retail Shops or such other retail outlets or outlets as may be notified to the Customer by the PoaGas from time to time.
  - 2.1.7. “**Customer**” or “**M-Pesa Customer**” means the person in whose name and his M-Pesa Account request for the PoaGas specific Service.
  - 2.1.8. “**Delivery**” is completed when PoaGas places the new or refill Equipment/Stove/Accessories at the Customer’s disposal at the Customer’s premises.
  - 2.1.9. “**Details**” or “details” mean the details of the Customer or Instructions related to the Payments made/to be made by the Customer for the Services
  - 2.1.10. “**E-Money**” means the electronic monetary value depicted in your M-PESA Account representing an equal amount of cash.
  - 2.1.11. “**Equipment**” means an LPG cylinder, the LPG within the LPG cylinder, a smart meter (if any), a key card (if any), and ancillary items such as the connecting hose and jubilee clips that are provided by PoaGas (if any) to the Customer also includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network and pay for the Service in pursuant to this Conditions Of Use;
  - 2.1.12. “**Force Majeure**” or “**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, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, , threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary approval, authorization, license or consent; collapse of buildings, , accident; any labor or trade

dispute, , lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service etc.

- 2.1.13. **“LPG”** means liquefied petroleum gas cylinder.
- 2.1.14. **“M-PESA Account”** means your mobile money store of value, being the record maintained by M-Pesa Limited of the amount of E-Money from time to time held by you in the M-PESA System.
- 2.1.15. **“M-Pesa Menu”** means the menu that M-Pesa Customers access after dialing \*150\*00# or via M-Pesa Application for M-Pesa Services.
- 2.1.16. **“M-PESA PIN”** means your personal identification number being the secret code used to access and operate the M-PESA System.
- 2.1.17. **“M-PESA Service”** means the money transfer and payments service provided by M-Pesa Limited through the M-PESA System.
- 2.1.18. **“M-PESA Subscriber”** means any person registered to use the M-PESA System to send, receive money or make payments.
- 2.1.19. **“M-PESA System”** means the system operated by M-Pesa Limited in Tanzania for the provision of the M-PESA Service using the Vodacom Network.
- 2.1.20. **“Network”** means the mobile cellular network operated by Vodacom PLC in Tanzania.
- 2.1.21. **“PoaGas Worker”** means any employee, worker, consultant, agent, or officer of PoaGas or any of PoaGas’ s affiliates.
- 2.1.22. **“Repair Service”** has the meaning given to it in clause 9.
- 2.1.23. **“Replacement Service”** or **“Refill Service”** has the meaning given to it in clause 4.2.1
- 2.1.24. **“Request”** means a request or instruction received by the PoaGas from you or purportedly from you through the Network and the Service System and upon which we authorized to act.
- 2.1.25. **“Reversal”** means the act of reversing fund via M-PESA that were either wrongly credited or debited into Service.
- 2.1.26. **“Services”** means the provision of the Equipment in accordance with clause 3 of these Conditions Of Use.
- 2.1.27. **“SIM Card”** means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the M-PESA System.
- 2.1.28. **“SMS”** means a short message service consisting of a text message transmitted from one mobile phone to another or from the system to a mobile phone.
- 2.1.29. **“Stove/Accessories”** means a single/two-burner cooking Stove/Accessories that is compatible for the Customer to use with the Equipment provided to them by PoaGas.
- 2.1.30. **“Terms and Conditions”** means this Agreement.
- 2.1.31. **“TZS”** or **“Tshs”** means the lawful currency of United Republic Of Tanzania; 1 shilling is composed of 100 cents, with banknotes and coins in circulation in denominations of 500 up to 10,000 shilling.
- 2.1.32. **“Vodacom”** means Vodacom Limited incorporated in Tanzania as a limited liability company under the Companies Act (Cap 486 of the Laws of Tanzania);
- 2.1.33. **“We”** or **“we”** or **“our”** or **“Our”** and **“us”** or **“Us”** means the PoaGas and or M-Pesa Limited where the contents so permit, includes the successors, and assigns of the PoaGas.
- 2.1.34. **“You”** or **“you”** or **“your”** or **“Your”** or **“Our”** or **“our”** or **“Ourselves”** or **“their/they/They”** means the Customer and includes the personal representatives of the Customer.
- 2.2. The word **“Customer”** shall include both the masculine and the feminine gender as well as juristic persons.
- 2.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

### 3. Provision of the Equipment and the Service

- 3.1. In consideration of the Customer may making an Initial LPG Payment in accordance with clause 7.5, PoaGas will provide the Services to the Customer subject to these Condition Of Use, and these Conditions shall be deemed a legal binding with the Customer.
- 3.2. The Customer is deemed to have accepted these Conditions, as amended from time to time, with effect from the earlier of:
  - 3.2.1. the Customer electronically accept via appropriate channels (such as USSD or M-Pesa App et.) under M-Pesa Menu entitled ‘Terms and Conditions’; and
  - 3.2.2. the use by the M-Pesa Customer of any of the Services.
- 3.3. Customer through M-Pesa System shall give to PoaGas Details such as Customer’s Address and mobile phone number etc.

- 3.4. During or before delivery, PoaGas will arrange for an PoaGas Worker to visit the Customer at their Address to identify the suitability of the space at the Address in which the Equipment will be located and operated.
- 3.5. Subject to PoaGas determining in its absolute discretion that the space at the Address in which the Equipment will be located and operated is suitable for such location and operation, PoaGas shall arrange for the Equipment to be delivered to the Customer at the Address.
- 3.6. PoaGas will always own and have legal title to the Equipment, if the customer did not pay it in full or bought the equipment, notwithstanding that it is located at the Address of the Customer.
- 3.7. You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of the Service offer and in case of the Equipment to operate M-Pesa as well to ensure the System and the M-Pesa Services accessible all the time.
- 3.8. You shall be responsible for ensuring the proper performance of your Equipment. report and challenges on LPG to PoaGas and those of M-Pesa to M-Pesa Customer Care Centre; you agreed and acknowledge we shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall the PoaGas be responsible for any LPG or Stove/Accessories or related problems that may be associated with the use of the System, the Services and the Equipment. You shall be responsible for charges due to any Network Service Provider providing you with connection to the Network and the PoaGas shall not be responsible for losses or delays caused by any such Service Provider during and after Requesting the PoaGas Service.
- 3.9. You shall follow all instructions, procedures and terms contained in these Conditions Of Use and any document provided by the PoaGas concerning the use of the Equipment and Services.
- 3.10. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your M-PESA PIN 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 to any third party and you hereby agree to indemnify and hold the us harmless from any losses resulting from any M-PESA PIN disclosure.
- 3.11. You shall take all reasonable precautions to detect any unauthorized use of the M-Pesa System and the PoaGas Services.
  - 3.11.1. To that end, you shall ensure that all communications from the PoaGas are examined and checked by you or on your behalf 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.
- 3.12. You shall immediately inform the us through the Customer Care Centre if:
  - 3.12.1. You have reason to believe that your M-PESA PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
  - 3.12.2. You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 3.13. You shall always follow the security procedures notified to you by the M-Pesa Limited from time to time or such other procedures as may be applicable to the Services from time to time.
  - 3.13.1. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your Account's confidentiality.
  - 3.13.2. 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.
- 3.14. You shall not at any time operate or use the Services in any manner that may be prejudicial to us.
- 3.15. You shall at any time be responsible for any transaction made to and or from your Accounts, and you guarantee you are aware that transactions are almost nonreversible (reversal does not apply)

#### 4. Obligations of PoaGas

- 4.1. The obligations set out in this clause 4 shall apply only after such time as PoaGas determines in its absolute discretion that the space at the Address in which the Equipment will be located and operated is suitable in accordance with clause 4.5 for the location and operation of the Equipment.
- 4.2. PoaGas will use reasonable endeavors to supply the Services to the Customer as follows:
  - 4.2.1. PoaGas will deliver an LPG cylinder containing LPG to the Address of the Customer (as explained in clause 5), and, if applicable, will remove from the Customer's Address any LPG cylinder previously provided by PoaGas which is already at the Address of the Customer (**the refill and or Replacement Service**).
  - 4.2.2. Provide instructions and oral training or awareness to the Customer as to how to use the Equipment in a safe manner, and in a way which keeps the cooking costs of the Customer to a minimum.
  - 4.2.3. PoaGas for the case of emergency may provide and maintain a helpline for the Customer to call in the event the Customer cannot use the Equipment as intended or the Customer has any questions or concerns regarding the Equipment or the Services.

- 4.2.4. Ensure that those PoaGas Workers who visit the Address of the Customer shall have an identification document which identifies the person as a PoaGas Worker; and
- 4.2.5. Inspect the Equipment if the Equipment or any part of it stops working, and, depending on the reason why the Equipment no longer works, repair or replace the Equipment. For the avoidance of doubt, PoaGas shall have no obligation to repair or replace any asset or item that does not belong to or issued by PoaGas. Customer shall bear the overall cost of repair or replace Equipment unless stated otherwise by PoaGas Workers
- 4.3. It is the intention of PoaGas to ensure there is always at the Address of the Customer an LPG cylinder which contains LPG, and that the PoaGas Worker will check the Equipment each time that they either visit the Customer or called by Customer to replace with refilled LPG cylinder.
- 4.4. PoaGas shall use reasonable endeavors to observe all licensing, health and safety and security requirements that may apply to the PoaGas Workers when they visit the Address of the Customer, if we shall not be liable under these Conditions if, because of any such observation, we are in breach of any of its obligations under these Conditions.
- 4.5. If any changes to the Services are required because of changes to applicable laws, statutes, regulations, or business operations from time to time in force; We may (in our sole discretion) change the Service as it considers necessary in order to comply with any such change to applicable laws, statutes or regulations, or by notice to the Customer discontinue providing Services to the Customer.
- 4.6. PoaGas shall provide Repair Services to the Customer in accordance with and subject to clause 7.
- 4.7. PoaGas will have enough Agents to provide the Service in wide range within United Republic Of Tanzania and ensures gradually growth of Agency in various areas.

## 5. Obligations of the Customer

- 5.1. The Customer undertakes to us that they shall:
  - 5.1.1. Only use the Equipment in accordance with the instructions and training which PoaGas provides or as obtained from M-Pesa Menu to the Customer from time to time, which includes the following conditions:
    - 5.1.1.1. Only use M-Pesa Menu PoaGas option for requesting and payment for the Service
    - 5.1.1.2. only use the Equipment for cooking food or drink.
    - 5.1.1.3. only use the Equipment in a well-ventilated area.
    - 5.1.1.4. only use the Equipment when it is away from any flammable material.
    - 5.1.1.5. only use the Stove/Accessories when it is placed higher than the LPG cylinder.
  - 5.1.2. Care for and maintain the Equipment, which includes cleaning the Stove/Accessories and or PLG cylinder after every use and cleaning thoroughly at least once a week.
  - 5.1.3. Be at the Address on the day and at the time agreed between PoaGas and the Customer to facilitate a Replacement Service of refilled PG Cylinder, grant access into the Customer's premises to PoaGas Workers for the purposes of replacing the LPG cylinder with a cylinder containing LPG, undertaking checks and tests on the cooking Equipment if needed, assisting with any queries which the Customer may have and any other connected tasks in case required. In the event the Customer will not be at the Address on the agreed day and time, the Customer should notify PoaGas straightaway; the delivery charges shall be accommodated by Customer.
  - 5.1.4. Report to PoaGas as soon as the Equipment or the Stove/Accessories or any part of it stops working or is moved from the Customer's current premises to another location.
  - 5.1.5. Report to PoaGas if at any time the Customer loses or breaks the key card (if any);
  - 5.1.6. Continue to use the Equipment for cooking on a regular basis.
  - 5.1.7. Cooperate with us in call matters relating to the Services; and
  - 5.1.8. Provide to us all information and documents as may be reasonably required by us in connection with the Services, and ensure the information and documents provided are accurate and complete.
- 5.2. 4.2. The Customer further undertakes to us during the term of its relationship with us, the Customer shall not, and shall not allow any other person to:
  - 5.2.1. Use the Equipment in any way other than in accordance with the instructions and training provided by PoaGas to the Customer or as per these Conditions Of Use.
  - 5.2.2. Change, modify, tamper with, move or dispose of the Equipment or any part of it, or attempt to disconnect any part of the Equipment, or allow any other person to do so without consultation from PoaGas.
  - 5.2.3. Sell, lend, gift, donate or transfer the Equipment or any part of it to any person without our written consent or other formal of PoaGas approval.
  - 5.2.4. Grant any security, collateral, lien or any other encumbrance over the Equipment or any part of it.
  - 5.2.5. Move any part of the Equipment.
  - 5.2.6. Relocate their premises from the Address or premises which the Customer notified to us at or around the time PoaGas delivered the Equipment to the Customer, without our consent.

- 5.2.7. Change their phone number from the number which the Customer has notified to PoaGas at or around the time PoaGas delivered the Equipment to the Customer or when made payment through M-Pesa.
  - 5.2.8. Attempt to replace the LPG cylinder; or
  - 5.2.9. Disclose to any person any confidential information concerning the business, affairs, customers, customers, or suppliers of PoaGas.
- 5.3. By using the Equipment, the Customer understands that tampering with the Equipment may damage or destroy the Equipment, and this will result in financial loss and damage to PoaGas. If a Customer tampers with the Equipment, by such action they agree to pay us on demand and without notice the sum of TZS at that time of market price as determined by us being the replacement value of the Equipment as compensation for that Customer's wrongful and illegal tampering.

---

## 6. Acceptance Of these Condition Of Use

---

- 6.1. Before applying for the Service via the M-PESA System you should carefully read and understand these Conditions Of Use which will govern the use and operation of the PoaGas Service (the “**Service**”).
- 6.2. If you do not agree with these Conditions Of Use, please click “**Decline**” on the M-Pesa Menu.
- 6.3. You will be deemed to have read, understood and accepted these Conditions Of Use where you have either physically or electronically accept these Conditions Of Use and delivered any of Equipment to the Customer's premises but the Customer did not elect to purchase that equipment (e.g. Stove/Accessories) from PoaGas, through the continued use of the Equipment and or making payments to PoaGas, that Customer confirms and agrees that:
  - 6.3.1. upon clicking on the “**Accept**” option on the M-Pesa Menu requesting you to confirm that you have read, understood, and agreed to abide with these Conditions Of Use.
  - 6.3.2. By using or continuing to use and operate the Service, you shall be bound by the Condition Of Use set out in this Conditions Of Use.
  - 6.3.3. Customer agreed that the 2 burner Stove/Accessories delivered to them by PoaGas belongs to and is owned by PoaGas, and the Customer has no right to and shall not claim any entitlement to that Stove/Accessories unless and until purchases in full paid; and
  - 6.3.4. Customer agreed that if the Stove/Accessories develops a fault, we shall have no responsibility to offer the Repair Service or otherwise fix that fault, and if the Customer wishes to continue to receive the Repair Services from us, Customer shall pay for Repair Service.
- 6.4. By applying to open the PoaGas Service with the us, you agree to comply with and be bound by these Conditions Of Use for the time being and from time to time in force governing the operation of the Service and you affirm that these Conditions Of Use herein are without prejudice to any right that the PoaGas may have with respect to the Service in law or otherwise.
- 6.5. These Conditions Of Use may be amended or varied by us from time to time and the continued use of your Service constitutes your agreement to be bound by the terms of any such amendment or variation.
- 6.6. You acknowledge and accept that Service offered only electronically, and you agree to do business with us and to operate the Service only by electronic means via the M-PESA System. Any query and complaint you may have relating to the Services shall be addressed to the PoaGas through the Customer Care Centre. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the Services pertaining to the Services at any PoaGas's Agency or Agents of the PoaGas unless otherwise advised by us in our sole discretion.
  - 6.6.1. You further acknowledge and accept that the Customer Care Centre is not an Agency of the PoaGas for purposes of conducting Gas Service or transactions and that it will not act as such.
- 6.7. If the Customer wish to terminate the does not enter into a new Agreement with PoaGas and select one of the options in the Agreement, then PoaGas shall end the Agreement and recover the Equipment from the Customer.

---

## 7. Payment to PoaGas for LPG

---

- 7.1. In consideration of the provision of the Services by PoaGas to the Customer, the Customer will pay amounts to PoaGas in accordance with these Conditions.
- 7.2. The Customer will only make payments to PoaGas via M-Pesa, and PoaGas will only accept payments from the Customer, via M-Pesa.
- 7.3. The Customer will never need to make any payment (in cash or otherwise) directly to any PoaGas Worker, and no PoaGas Worker will ask the Customer to make a payment directly to them. If the Customer is ever requested to make a payment directly to an PoaGas Worker, the Customer must straightaway call and report the matter to our Customer Care Center and or PoaGas Office as stipulated on PoaGas Equipment guideline.

- 7.4. The Customer will buy from PoaGas and PoaGas will sell to the Customer LPG in the Equipment at the price of TZS as specified on Agency Locations based on type of LPG requested and Customer shall be responsible for payment any tax as required by regulations.
  - 7.4.1. PoaGas may change the price for which the Customer will pay for LPG and shall notify this change in the price to the Customer via notice or upon ordering the Service or as per on the PoaGas website <https://www.poagas.co.tz/> and/or through the phone number provided by the Customer or M-Pesa Website
- 7.5. The Customer may have option to pay in full or down/initial installment payment in TZS to PoaGas as their first payment towards the cost of LPG (the Initial LPG Payment). Each time PoaGas receives a payment via M-Pesa from the Customer towards the cost of LPG, PoaGas shall credit the account of the Customer with such amount, which the Customer shall spend on LPG cylinder.
- 7.6. If the Customer loses the **key card** (if any), the Customer shall immediately notify PoaGas. PoaGas may charge the Customer in TZS for a replacement key card, and such charges will be communicated to customer upon request and shall issue a replacement to the Customer following receipt of payment from the Customer.
- 7.7. We may, at any time upon notice to the Customer, cease providing the Services and (either itself or through an Agent) take the necessary steps to recover the Equipment from the Address of the Customer. Cessation and recovery is most likely to occur where the Customer fails to use at least a minimum LPG payment as per currently market price from the Equipment within a 30-60-day period.
- 7.8. 5.8. Where PoaGas recovers the Equipment from the Customer, it shall also be entitled to recover the unpaid or partial paid Stove/Accessories or other accessories. At this time, the Customer shall be entitled to retain the Stove/Accessories if the Customer makes payment to PoaGas of all outstanding Purchase Price Instalments and any Outstanding Amount, which shall mean that the Customer completes purchase of the Stove/Accessories, and this will not be repossessed by us. Where PoaGas repossesses the Stove/Accessories from the Customer, the Customer shall have no entitlement to receive and will not receive any refund for amounts which they have already paid to PoaGas through M-Pesa, and PoaGas shall have no obligation to make payment to the Customer of any such refund.
- 7.9. PoaGas may, without notice to the Customer:
  - 7.9.1. Recover an amount equal to any Outstanding Amount by deducting from those amounts of Tshs-Tanzanian Shillings which have been paid by the Customer for LPG cylinder.
  - 7.9.2. Recover the cost of the repair or replacement of Equipment due from the Customer by paid through M-Pesa System amounts of Tshs - shillings; and
  - 7.9.3. Set off any liability of PoaGas to the Customer against any liability of the Customer to PoaGas, whether either liability is present or future, liquidated or unliquidated, and whether either liability arises under these Conditions.

## 8. Sale and Purchase of Stove/Accessories

- 8.1. PoaGas shall sell and the Customer may opt to purchase the Stove/Accessories in accordance with this clause.
- 8.2. Where the Customer elects to purchase the Stove/Accessories through selecting Option in M-Pesa Menu, then:
  - 8.2.1. upon accepting Conditions Of Use, the Customer shall make payment to PoaGas of the one-off purchase inclusive of VAT.
  - 8.2.2. Risk in the Stove/Accessories /Accessories shall pass to the Customer upon payment; and
  - 8.2.3. PoaGas shall retain title to the Stove/Accessories, and title to the Stove/Accessories shall only pass to the Customer upon both (i) PoaGas having received from the Customer upon Customer making payment, and (ii) Delivery or pickup of the Stove/Accessories to the Customer having occurred.
- 8.3. The Customer shall make payment of the initial purchase price payment and each Purchase Price Instalment to PoaGas via M-Pesa Lipa Number specified and accepted by PoaGas Agency.
- 8.4. Where, upon you contacting the PoaGas and allowed to make installment payment at any time when a Purchase Price Instalment is due from a Customer, that Customer owes an Outstanding Amount to PoaGas, the Customer shall be required to make payment to PoaGas of an amount equal to both the Purchase Price Instalment due and the Outstanding Amount.
- 8.5. Where an Outstanding Amount remains unpaid and the Customer has not paid the Outstanding Amount to PoaGas, PoaGas shall be entitled to repossess the Stove/Accessories from the Customer. Where PoaGas repossesses the Stove/Accessories from the Customer, the Customer has no entitlement to receive and will not receive any refund for amounts which they have already paid to PoaGas. At the time of repossession of the Stove/Accessories, the Customer shall be entitled to retain the Stove/Accessories if the Customer makes payment to PoaGas of the Outstanding Amount and all outstanding Purchase Price Instalments, which shall mean that the Customer completes purchase of the Stove/Accessories, and this will not be repossessed by PoaGas.

- 8.6. We shall not have any liability to the Customer in respect of the Stove/Accessories of otherwise where the Customer failed to follow oral or written instructions issued by us or any PoaGas Worker for the storage, installation, use, cleaning and maintenance of the Stove/Accessories/Equipment.
- 8.7. You agreed that all complaint on equipment/Stove/Accessories shall be directed and resolved by PoaGas and M-Pesa do not have any obligation on such matter, and you exempt from such responsibility and any harm/charges.

## 9. Equipment/ Stove/Accessories Repair Service

- 9.1. PoaGas may only offer the Repair Service to those Customers who have selected to purchase the Equipment/Stove/Accessories through PoaGas on your M-Pesa Menu (Outright Purchase)
- 9.2. Where the Customer notifies PoaGas that the Equipment/Stove/Accessories in their possession has a fault from the date on which the Customer agrees to purchase the Equipment/Stove/Accessories from PoaGas, then PoaGas shall collect the faulty Equipment/Stove/Accessories from the Customer and issue an alternative working Equipment/Stove/Accessories to the Customer, upon which the Customer shall become liable for a Repair Service fee inclusive of VAT (the **Repair Service Fee**) as shall be advice by PoaGas from time to time and may be issued a notice.
- 9.3. Where the Customer has selected to purchase the Equipment/Stove/Accessories through M-Pesa Menu (**Outright purchase**) in this Condition Of Use, then the Customer shall make payment to PoaGas of Repair Service Fee in a single instalment via Customer M-Pesa Account, which shall immediately become payable, and which must be paid in full by the Customer before PoaGas will provide the Repair Service.
- 9.4. Where the Customer has elected to purchase the Equipment/Stove/Accessories through M-Pesa Menu (**Purchase through instalment payments**) in this Condition Of Use as may be directed by PoaGas from time to time, then the Customer shall make payment to PoaGas of Repair Service Fee in eight instalments. The Customer agree that at any time when the Repair Service Fee or any part of it remains outstanding, then all amounts received by PoaGas from the Customer other including payment for refill pf LPG cylinder shall be deemed to be payments of and shall be applied towards satisfaction of the Repair Service Fee or any other outstanding balance in priority to payments of any Purchase Price Instalment payment (Purchase through instalment payments).
- 9.5. In each case, the Customer shall make payment of the Repair Service Fee to PoaGas via M-Pesa Service Lipa Kwa M-Pesa unless specified other M-Pesa means.
- 9.6. PoaGas may offer Repair Services to the unstable Customer a maximum of two times in the two-year period commencing on the date that the Customer agrees to purchase the Equipment/Stove/Accessories from PoaGas.

## 10. Customer Data & Disclosure

- 10.1. The Customer hereby consents to
  - 10.1.1. M-Pesa Limited shall share to PoaGas all their necessary data to be processed for the sake of provision of the Service; Customer's relating data may be including their personal data (Customer Personal Data) and
  - 10.1.2. PoaGas sharing the Customer Personal Data or any part of it with third parties to fulfil or better perform this Conditions Of Use in obliged with the Customer's satisfaction and also for any legitimate commercial purposes.
- 10.2. 8.1. The Customer hereby gives prior general authorization for us to
  - 10.2.1. Collect, process and store certain data about and relating to the Customer including their personal data (Customer Personal Data) and for us to
  - 10.2.2. Appoint processors to process the Customer Personal Data to fulfil or better perform our obligations with the Customer and also for any legitimate commercial purposes.
- 10.3. You hereby expressly consent and authorize the us to disclose receive record or utilize your personal information or information or data relating to any details of your use of the Services:
  - 10.3.1. To and from any local or international law enforcement or competent regulatory or governmental agencies to assist in the prevention, detection, investigation, or prosecution of criminal activities or fraud.
  - 10.3.2. To and from the service providers, dealers, agents, or any other company that may be or become our subsidiary or holding company for reasonable commercial purposes relating to the Services.
  - 10.3.3. To a Credit Reference Bureau in case needed or required.
  - 10.3.4. to our lawyers, auditors, or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings.
  - 10.3.5. To M-Pesa Limited in connection with other the M-PESA Service and or your Network Provider.
  - 10.3.6. For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
  - 10.3.7. In business practices including but not limited to quality control, training and ensuring effective systems operation.



## 11. Limitation Exclusion of Liability

- 11.1. We shall not be liable to the Customer, whether in contract or tort, for breach of statutory duty or otherwise arising under these Conditions of Use or otherwise in connection with its relationship with the Customer for loss of profits or anticipated savings, loss of sales or business, loss of any agreements or contracts out of this Service, loss of or damage to goodwill, or any indirect or consequential loss, even where the possibility of such loss or damage has been notified
- 11.2. Furthermore, we shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of
- 11.2.1. The failure of any of your Equipment, or
  - 11.2.2. Any other circumstances whatsoever not within 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.
- 11.3. We will not be liable for any losses or damage suffered by you because of or in connection with: -
- 11.3.1. Unavailability of sufficient funds in your M-PESA Account
  - 11.3.2. Failure, malfunction, interruption, or unavailability of the M-PESA System and/or M-PESA service, your Equipment and the Network.
  - 11.3.3. The money in your Account being subject to legal process or other encumbrance restricting payments or transfers thereof.
  - 11.3.4. Your failure to give proper or complete instructions for payments or transfers relating to your M-Pesa Account.
  - 11.3.5. any fraudulent or illegal use of the M-PESA Services, GSM Network, M-PESA System and/or your Equipment; or
  - 11.3.6. Your failure to comply with these Conditions Of Use and any document or information provided by the PoaGas/Us concerning the use of the System and or the Services.
- 11.4. If for any reason other than a reason mentioned in subparagraphs 11.1 or 11.2 or 11.3, the Services are interfered with or unavailable, the PoaGas sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.
- 11.5. Save as provided in subparagraph 11.4 we shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.
- 11.6. Under no circumstances we shall be liable to you 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 Services even where the possibility of such loss or damage is notified.
- 11.7. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

## 12. Indemnity

- 12.1. In consideration of the us complying with your instructions or Requests in relation these Service, you undertake to indemnify the us and hold us harmless against any loss, charge, damage, expense, fee or claim which the we may suffer or incurs or sustains thereby and you absolve the PoaGas from all liability for loss or damage which you may sustain from the PoaGas acting on your instructions or requests or in accordance with these Conditions Of Use.
- 12.2. The indemnity in clause 12.1 shall also cover the following:
- 12.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against the us which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the PoaGas' s control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the PoaGas.
  - 12.2.2. Any loss or damage that may arise from your use, misuse, abuse, or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.
  - 12.2.3. Any unauthorized access to the Service or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.
  - 12.2.4. Any loss or damage occasioned by the failure by you to adhere to these Conditions Of Use and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by us because of any breach of these Conditions Of Use.

- 12.2.5. Any damages and costs payable to the PoaGas in respect of any claims against the PoaGas for recompense for loss where the circumstance is within your control.

### 13. Force Majeure

- 13.1. If we are prevented, hindered, or delayed in or from performing any of its obligations as set out in these Conditions Of Use defined a Force Majeure Event, We shall not be in breach of these Conditions Of Use or otherwise be liable for any such failure or delay in the performance of such obligations.
- 13.2. Upon the occurrence of a Force Majeure Event, we will use reasonable endeavors and when practicable possible to issue a notice.
- 13.3. If the Force Majeure Event prevents, hinders, or delays our performance of our obligations for a continuous period of more than two weeks, PoaGas may wish to terminate its relationship with you.

### 14. Termination, Suspension & Variation

- 14.1. The Customer may terminate its relationship with us at any time by returning the Equipment back to PoaGas If it was not full purchased at an address where PoaGas operates, or by agreeing with PoaGas to arrange for the return of the Equipment to PoaGas. Any Equipment returned to PoaGas must be clean, well-maintained and in good working order.
- 14.2. If any Equipment returned by the Customer to PoaGas upon the termination of the Customer's relationship with PoaGas is no longer fit for use by another Customer (as determined by PoaGas in its absolute discretion), the Customer shall be liable to PoaGas for the cost of the repair or replacement of such Equipment, less a deduction for reasonable wear and tear (if any).
- 14.3. Automatic termination may occur if at any time:
- 14.3.1. The Customer breaches any of its obligations as set out in these Conditions.
- 14.3.2. The performance by PoaGas of its Services in accordance with these Conditions Of Use is prevented or delayed by any act or omission of the Customer; or
- 14.3.3. The Customer is unable to pay their debts as these falls due or is declared to be bankrupt, or an application is made to court or an order is made or any other action is taken with an analogous effect in connection with the Customer, we may cease providing Services and may,
- 14.3.4. PoaGas upon this termination shall take all steps and actions which may be necessary to recover the unpaid Equipment and or the Stove/Accessories from the Address and Customer agreed that there will be no refund of any upfront/installment payment made by Customers.
- 14.3.5. We may at any time, where it appropriate and or practicable possible notice to you, when suspend, or terminate or vary our business relationship with you and or close the Service and but without prejudice to the generality of the foregoing the PoaGas may cancel outstanding debts within such time as the PoaGas may determine.
- 14.4. Without prejudice, We have the rights may at its sole discretion suspend or close your Service:
- 14.4.1. 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.
- 14.4.2. If your M-PESA Account or agreement with M-Pesa Limited or Network Provider or Agreement with Network Provider is terminated for whatever reason.
- 14.4.3. il the PoaGas is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator, or other competent authority.
- 14.4.4. If the PoaGas reasonably suspects or believes that you are in breach of these Conditions Of Use (including non-payment of any outstanding payment due from you where applicable).
- 14.4.5. Where such a suspension or variation is necessary because of technical problems or for reasons of safety.
- 14.4.6. To facilitate update or upgrade the contents or functionality of the Services from time to time.
- 14.4.7. Where you remain inactive for any period determined by the us in its reasonable discretion; or
- 14.4.8. If the PoaGas 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.
- 14.5. You may close or opt out from the Service at any time at any Customer Care Centre or by yourself.
- 14.6. Termination shall however not affect any accrued rights and liabilities of either party.
- 14.7. We may amend the terms of these Conditions at any time, and the Customer shall be and is deemed to have acknowledged and agreed to any such amended Conditions by continued use of the Services by the Customer after the amendment.

## 15. General

- 15.1. The relationship between PoaGas and the Customer is personal to the Customer, and the Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Conditions Of Use. We may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all its rights in the relationship between us and the Customer or under these Conditions Of Use, and we may subcontract any of our obligations.
- 15.2. A waiver of any right or remedy under these Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by PoaGas to exercise any right or remedy provided under these Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3. If any provision or part-provision of these Conditions is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but shall not affect the validity and enforceability of the rest of these Conditions. Further, if any provision or part-provision of this agreement is deemed deleted, any continued use by the Customer of the Services shall be and is deemed to be an agreement that the provision is deemed to have been replaced with a provision which, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.4. These Conditions constitute the entire agreement between us and the Customer and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them whether written or oral, relating to its subject matter.
- 15.5. These Conditions Of Use do not create any rights to any other person to enforce any provision of these Conditions.

## 16. Intellectual Property Rights

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that we provide to you through the System or otherwise are vested either in the PoaGas or in other persons from whom we have a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent from us.

## 17. Notices

- 1.1. We may send information concerning the Service via SMS to the Vodacom Mobile Phone number associated with your M-PESA Account or Website.
- 1.2. You acknowledge that you have no claim against the us for damages resulting from losses, delays, misunderstandings, mutilations, duplications, or any other irregularities due to transmission of any communication pertaining to the Service.
- 1.3. 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.
  - 1.3.1. We may as well send other necessary information via Radio, TV, Newspaper, Email Radio, TV, Newspaper, SMS, or Email
- 1.4. 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

## 18. Dispute Resolution, Jurisdiction & Arbitration

- 18.1. You may report all your queries or complaints, suggestion, or recommendations through our contact channels Customer Care Centre by dialling 100/101 or Your Service Provider from country of your origin.
- 18.2. You may contact us through our customer care Centre lines 100 or 101 or email [customercare@vodacom.co.tz](mailto:customercare@vodacom.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.
  - 18.2.1. Our customer care representatives will handle the reported case(s) in accordance with our standard complaint handling procedures.
  - 18.2.2. Calls to Customer Care Centre may be recorded for quality assurance or for any business practices including but not limited to quality control, training and ensuring effective systems operations.
  - 18.2.3. 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.

- 18.3. **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:
- 18.3.1. **Step 1:** Go to BoT Website: <https://www.bot.go.tz> to get the BOT Complaint Form
- 18.3.2. **Step 2:** Send the Complaint Form to BoT by any of the following methods:
- 18.3.2.1. By Hand: The Financial Consumer Unit Bank of Tanzania Head Office, 2 Mirambo Street, Dar Es Salaam, ground floor, Middle building.
- 18.3.2.2. By Post: The Financial Consumer Unit Bank of Tanzania P. O. Box 11884 Dar Es Salaam,
- 18.3.2.3. By Fax/ By facsimile: +255 22 2234067
- 18.3.2.4. By phone: +255 22 2233265/ +255 22 2233246
- 18.3.2.5. 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)
- 18.3.2.6. By Website (Online) <https://www.bot.go.tz>
- 18.4. **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.
- 18.5. **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:
- 18.5.1. **Step 1:** Go to TCRA Website: [www.tcra.go.tz](http://www.tcra.go.tz) to get the TCRA Complaint Form
- 18.5.2. **Step 2:** Send to the TCRA Complaint Form to TCRA by any of the following methods:
- 18.5.2.1. By Hand: The Consumer Affairs Department Tanzania Communication Regulatory Authority Mawasiliano Towers, Plot No 2005/1, block C, Sam Nujoma Road, Dar es Salaam.
- 18.5.2.2. By Post: The Consumer Affairs Department Tanzania Communication Regulatory Authority (TCRA) Towers, P. O. Box 474, Dar es Salaam
- 18.5.2.3. TCRA-By Fax: +255 22 2412009/10
- 18.5.2.4. TCRA- By Email: [complaints@tcra.go.tz](mailto:complaints@tcra.go.tz)
- 18.5.2.5. TCRA- By Website (Online): [www.tcra.go.tz](http://www.tcra.go.tz)
- 18.6. **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:
- 18.6.1. **Step 1:** Go to FCC Website: [www.competition.or.tz](http://www.competition.or.tz) to get the FCC Complaint Form
- 18.6.2. **Step 2:** Send to the FCC Complaint Form to FCC by any of the following methods:
- 18.6.2.1. By Hand: The Fair Competition Commission, GEPF house 2nd Floor, Plot No 37, Regent Estate Bagamoyo Road, Dar Es Salaam.
- 18.6.2.2. By Post: The Fair Competition Commission (FCC) GEPF House, P. O. Box 7883, DSM, Tanzania
- 18.6.2.3. By Fax: +255 22 2926126
- 18.6.2.4. By Email: [info@competition.or.tz](mailto:info@competition.or.tz)
- 18.6.2.5. By Website (Online): [www.competition.or.tz](http://www.competition.or.tz)