

## **CUSTOMER FUEL TERM LOAN TERMS & CONDITIONS FOR M-PESA CHOMOKA USERS**

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

- 1.1. By choosing to use this Customer Fuel Term Loan ("**SERVICE**") you agree to establish a direct contractual relationship with FINCA TANZANIA ("**FINCA**") and you further agree to be bound by the **FINCA's** conditions of use of the **SERVICE**..
- 1.2. You acknowledge and agree that M-PESA is not a party to your relationship with **FINCA** and shall assume no obligation or right in relation to your contractual relationship with **FINCA**, nor shall M-PESA be liable to you for any damage or loss you may suffer as a result of your use of the **SERVICE** and dealings with **FINCA** and you hereby absolve and hold M-PESA harmless against any such losses or damage.
- 1.3. Customer Term Fuel Loan is issued to Vodacom M-Pesa Customers based in the United Republic of Tanzania, and is subject to this Condition of Use. Customer Fuel Term Loan is an M-Pesa mobile lending service that enables M-Pesa Customers to access fuel mobile loan facilities that are due repayment of up to 14 days.
- 1.4. Applicants must use Customer Fuel Term Loans based on this Condition of Use; we shall have the right to verify your KYC (identity) and decline your request or usage of the assigned until you update your KYC to our satisfaction and or consent.
- 1.5. You must know, understand and comply with this Condition of Use as they form a binding agreement between you and us as amended from time to time by us.

### **2. DEFINITIONS AND INTERPRETATION.**

- 2.1 "Agreement" means the agreement between you and us which includes these terms and conditions.
- 2.2 "Conditions of Use" means these terms and conditions as may be varied by us from time to time.
- 2.3 "Vodacom" or "M-Pesa" means M-Pesa LTD whose head office is at Vodacom Tower, 7th Floor, Ursino Estate, Bagamoyo Road, Dar Es Salaam, Tanzania, and any business or other person to whom any or all of our rights and or responsibilities under this Agreement may be transferred or delegated.
- 2.4 "Applicant" means any Customer who, through the Opt-In Function, applies for enrolment or registration onto the Service and establishment of an Fuel Term Loan Limit.
- 2.5 " FINCA MICROFINANCE BANK LIMITED" mean a company registered and incorporated in accordance with the laws of the Republic of Tanzania, having its registered office at TAN House, Plot No. 34/1 Victoria, Bagamoyo Road, Dar es Salaam, (hereinafter referred to as "the Bank" and which shall, where the context allows, include its successors in title and assigns) of the other part. "BOT" means the Bank of Tanzania
- 2.6 "Customer" means any Applicant or any person who has registered to use the Service and has accepted this Agreement.
- 2.7 "Customer Care Centre" means a customer care Centre designated for the Service in accordance with these terms and conditions.

- 2.8 "E-Value" or "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;
- 2.9 "Equipment" includes your mobile phone handset, M-PESA enabled SIM Card and/or other equipment which when used together enables you to access the Network.
- 2.10 "Fuel Term Loan Limit" or "Loan Limit" means maximum fuel Loan facility that a Customer can utilize in a maximum of two weeks period
- 2.11 "Tanzania" means the Republic of Tanzania includes the citizen and island around.
- 2.12 "Government" means the National Government, Central Government or any other Government lawfully established under the laws of Tanzania.
- 2.13 "Know Your Customer" also known as KYC refers to the Customer due diligence obligations prescribed by relevant laws and as may be prescribed or recommended by the Government, Tanzania Communications Regulatory Authority (TCRA) or Central Bank of Tanzania (BOT) from time to time.
- 2.14 "M-PESA" means the money transfer and payment service that is managed and operated exclusively by Vodacom Tanzania PLC in Tanzania and licensed by the Central Bank of Tanzania.
- 2.15 "M-PESA Account" means your M-PESA wallet registered in your name and through which you applied for the Services.
- 2.16 "M-PESA Subscriber" means a person who has registered to use M-PESA and accepted the M-PESA terms and conditions.
- 2.17 "M-PESA Customer Credit Data" means data relating to your credit activity within the M-PESA System.
- 2.18 "M-PESA Customer Data" means an M-PESA Customer's name and any of such subscriber's national identity card number, Voters card number, passport number or driving licence number, as reflected in Vodacom Tanzania records from time to time.
- 2.19 "M-PESA System" means the technical platform for the time being providing the M-PESA service.
- 2.20 "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.
- 2.21 "USSD" means the USSD service provided by Vodacom Tanzania.
- 2.22 "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.
- 2.23 "Website" means a group of connected pages on the World Wide Web containing information on a particular subject e.g. [www.vodacom.co.tz](http://www.vodacom.co.tz)
- 2.24 "Network" means the Global System for Mobile telecommunication ("GSM") system operated by Vodacom Tanzania and covering those areas within the United Republic of Tanzania as stipulated from time to time by Vodacom Tanzania;
- 2.25 "Force Majeure" means anything outside the reasonable control of a Party including pandemic, an act of war or terrorism, the mobilization of armed forces, civil commotion or riot, natural disaster, industrial action or labor disturbance (excluding industrial action by employees of the Party or its subcontractors), currency restriction, embargo, or a failure of a public utility or telecommunications carrier or system failure/outage, interruption in the processing of the transaction, or delays resulting from circumstance beyond our reasonable control (include power failure and delays in communication with supplier point of sale, internet or other system include your device failure).

- 2.26 "We," "our," and "us," means Vodacom Tanzania PLC and (where applicable) the Trustee;
- 2.27 "You" or "your" means the Customer and includes the Customer's personal representatives and assigns.
- 2.28 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

### **3. ACCEPTANCE OF THE TERMS AND CONDITIONS**

- 3.1 Before opting-in or registering for the Service, you should carefully read and understand these terms and conditions as they govern the access, use and operation of the Service. These Terms and Conditions are available on [www.vodacom.co.tz](http://www.vodacom.co.tz). Where you are unable to read and understand these terms and conditions from an electronic device you are requested to collect a printed version from a Vodacom Shop.
- 3.2 If you do not agree with these terms and conditions, please click "Decline" on the Opt-in Function.
- 3.3 You will be deemed to have read, understood and accepted these terms and conditions: Upon clicking on the "Accept" option on the Opt-in Function requesting you to confirm that you have read, understood and agreed to abide by these terms and conditions; and or By using or continuing to use and requesting for the Service.
- 3.4 By registering for the Service, you agree to comply with and be bound by these terms and conditions as amended and revised from time to time and you affirm that these terms and conditions are without prejudice to any other rights that we may have in law or otherwise regarding your registration, access and use of the Service.
- 3.5 We may from time to time vary or amend these terms and conditions and your continued access and use of the Service constitutes your acceptance to be bound by the terms of any such amendment or variation.

### **4. OPENING THE CUSTOMER FUEL TERM LOAN**

- 4.1 This service will be open for registration to all Customers With an Active M-Pesa Sim Card and by opting into the Service, you confirm that you have accepted terms and conditions and hence immediately preceding the date of your application to register for the Service. We reserve the right to verify the authenticity and status of your M-PESA Account and transactions and may decline your application if we are not satisfied that you have met these minimum requirements.
- 4.2 You may register for the Service on more than one MSISDN provided that these terms and conditions will apply to each M-PESA Account that may be registered in your name.
- 4.3 You hereby agree and authorize us to exchange between Vodacom, and FINCA any of your personal information held by us in respect of provision of this Service. Such personal information includes but is not restricted to your phone number, name, date of birth, ID or Passport Number and such other information that will enable us to identify you and comply with the regulatory "know your customer" requirements (together the "Personal Information").
- 4.4 You also hereby agree and authorize us to use information relating to your use of the M-PESA service, GSMS Service for purposes of delivering the Services ("M-PESA Information").
- 4.5 You may opt in to the Service solely by way of an electronic application made by you using your Equipment via the M-Pesa USSD.
- 4.6 We reserve the right to request further information from you pertaining to your application to register for the Service at any time. Failure to provide such information within the time we require may result in a decline of your application to register for the Service.
- 4.7 Our acceptance or decline of your application to register for the Service shall be communicated through an SMS sent to your Vodacom registered Customer Sim Cards or mobile phone number (MSISDN) associated with your M-PESA account. You acknowledge and accept that our acceptance of your application to register

for the Service creates a separate and distinct contractual relationship between you and Vodacom outside the terms and conditions that apply to your M-PESA Account from time to time.

- 4.8 By accepting these Terms and Conditions, you agree and admit that we reserve the exclusive right to set the Fuel Term Loan Limit.
- 4.9 Upon successful registration/opting into the Service, you will receive a confirmation message bearing your Fuel Term Loan Limit.
- 4.10 We reserve the right to decline your application to register for the Service or, subject to 30 days' notice or such other notice as may be required by law, to revoke your registration on the Service. Where we decline your application to register or revoke your registration we shall endeavor to formally communicate to you our reasons for the same.
- 4.11 When you apply for an Customer Fuel Term Loan, you instruct, consent to and authorize M-PESA to provide certain information about you to FINCA for the purpose of offering an Customer Fuel Term Loan to you and for considering your application.
- 4.12 For as long as you have Customer Fuel Term Loan or apply for one, you consent that FINCA may collect, collate and process your information. This information may include all data held by M-PESA about you and or your M-PESA Account. It specifically includes your mobile phone number, your name, surname, date of birth, identity or passport number and includes all information relating to your M-PESA Account and your use thereof.
- 4.13 The supply of the information to FINCA is mandatory as without it no decision can be made as to whether to offer a Customer Fuel Term Loan to you and for considering your Fuel Term Loan application. If you do not consent, a Customer Fuel Term Loan will not be offered to you.
- 4.14 FINCA will only use your information as provided for in these terms and conditions and in terms of its Privacy Policy that is available online at [www.vodacom.co.tz](http://www.vodacom.co.tz) or during execution of [Clause 5.5 of these terms and conditions](#).
- 4.15 If you have any complaint, query or any suggestions with respect to your *M-PESA*, please dial 100 on your mobile phone to contact the M-PESA Customer Call Centre.
- 4.16 If you accept these Terms and Conditions, then M-PESA shall send an SMS to you to confirm the maximum Fuel Term Loan Amount you are eligible for.

- 4.17 The Interest Rate will vary from time to time. The maximum Interest Rate being 10%.
- 4.18 The interest will be calculated as follows: interest amount = principle amount \* interest rate.
- 4.19 There will be a Late Interest Fee, charged to all loans repaid after 30 days. The maximum Late Interest Fee shall be 5%.
- 4.20 You may accept or decline to take up an Fuel Term Loan from FINCA by following the instructions provided in the application menu on your M-PESA point of sale (POS) device.
- 4.21 FINCA shall not be required to provide reasons to you for declining or approving your application for an Fuel Term Loan Facility/Limit.
- 4.22 These terms and conditions may change from time to time. You are therefore required to agree to these terms and conditions every time they change.

## 5. REPAYMENT OF THE CUSTOMER FUEL TERM LOAN SERVICE

Charged interest rates for Fuel Term Loan shall be:

Repayment Days	Interest
0 -7	10%
8 - 15	14%

**Interest:** This will be charged upfront upon disbursement. Hence from the loan requested an Interest will be deducted from your request upfront.

**Late Interest:** This is an additional interest charged upon making late repayment of more than 30 days. This will be charged upon repayment of the Loan.

- 5.1 Repayment of the Fuel Term Loan shall happen by based on specified deduction of repayment by the Customer. Repayment will be done voluntarily but upon having non repayment of more than 30 days' Automatic deductions will be done from the Customer account.
- 5.2 The Customer Fuel Term Loan is considered as having been fully repaid and closed if it reaches zero anytime on due Due Date before the Due Time.
- 5.3 While a Fuel Term Loan Amount is due after the 15<sup>th</sup> day, any funds crediting any of your M-PESA Accounts will be automatically deducted until repayment of the outstanding Fuel Term Loan balance and the Interest and Late Fee has been made in full.
- 5.4 You hereby authorize and instruct M-PESA to enable FINCA to automatically debit your account upon defaulting repayment duration.
- 5.5 Failure to pay through the means provided above, FINCA shall be at liberty to engage internal source or any vendor for the purpose of recovering the loan amount due from Customer through legal procedures as may deem fit.

## **6. SUSPENSION AND DISCONNECTION OF SERVICE.**

6.1 We may suspend or bar or terminate the provision of service (in whole or part) and or closed your account with or without your consent.

## **7. EXCLUSION OF LIABILITY**

7.1 FINCA shall not become liable to you for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with your application for or your use of a Customer Fuel Term Loans.

## **8. DISCLOSURE OF INFORMATION**

8.1 You hereby expressly consent and authorize FINCA to disclose, record and/or utilize or process your personal or other information relating to your account with FINCA and any third party who is working with FINCA in relation to the service and/or to its affiliates. This shall include sharing this information with or obtaining your information from:

8.2 any local or international law enforcement or competent regulatory or governmental agency/ies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;

8.3 service providers, dealers, Customers or any other associate company of FINCA for reasonable commercial purposes; any Credit Bureau, Save for the persons listed above, FINCA will not disclose your personal or other information to any other unauthorized third parties.

## **9. MISCELLANEOUS**

9.1 You hereby consent to FINCA ceding and assigning all and any rights or obligations accruing to it under this Agreement to any third party without first obtaining any further consent from you.

9.2 If any provision of these terms and conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions herein.

9.3 You have the right to access the information held and to request correction of incorrect information. There is a cost involved in exercising this right which is reasonable and varies from time to time.

9.4 You consent to, and authorize FINCA, any third party who is working with FINCA to provide service under this agreement and or its affiliates to communicate the following to you: your transactional activity, educational messages, and offers for products or services via the M-PESA POS and / or SMS.