



M-PESA CUSTOMER CHANGISHA TERMS AND CONDITIONS

Fundraise

DECEMBER 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

C2: VODACOM GENERAL



M-PESA CUSTOMER CHANGISHA [FUNDRAISE] TERMS AND CONDITIONS

1. INTRODUCTION, AGREEMENT AND APPLICABILITY

1.1 Foreword: -

- 1.1.1 The majority of United Republic Of Tanzania civilians and citizens shows interest on wedding ceremony every year and other ceremonies and events including but not limited to kitchen parties, sendoffs, Anniversaries, Religious ceremonies, Humanitarian ceremonies, Medical fund, Education, Wedding Fund, Charity/Catastrophe and Funerals.
- 1.1.2 This services will assist you when organize for fundraising whereby Friends, Families and other close relatives are requested to offer their cash contribution to facilitate these events.
- 1.1.3 This digital fund raising contribution financial platform solution will support you electronically via Mobile money to collect the fund, across Tanzania through M-Pesa platform.
- 1.1.4 Family and Friends will be able to contribute directly from anywhere from all networks and banks without the challenges to submit the funds physically or withdraw it before submitting.

1.2 Consensus, Eligibility & Acceptability: -

- 1.2.1 These Terms and Conditions [(Conditions of Use) between “you” and “us”] together with the applicability to opt in electrically or manually (together "the Agreement") contains the complete terms and conditions are issued by M-PESA Limited (hereinafter “M-PESA Limited” or “we” or “us” “ourselves” or “our”) to M-PESA/Vodacom Customer (hereinafter “Consumer” or “you” or “your” or “user” “yourself”) which shall apply when Customer participating in Changisha (i.e. Fundraise) Services through M-PESA mobile payment system (hereinafter the Services)
- 1.2.2 we will where practical notify a confirmation on attempt completion of transaction or upon unsuccessful transactions on your mobile device.
- 1.2.3 In reference to above introductions clause 1.2.6 above we insist that, by executing the services you agree that it if affirmatively stating that it has carefully read and understood the Terms and Conditions set forth herein and agreed to be bound by the said Condition Of Use and any amendment or adjustment performed from time to time.
- 1.2.4 You should as well visit our website located at <https://www.vodacom.co.tz/> (the “Website”) or walk-in customer care for accessing Condition Of Use and/or other information such as Customer Tariff/Charges, and any Government levy/tax and others.
- 1.2.5 Please read these Conditions Of Use, and any schedule/annexure or bullets or any advice information by us, in conjunction with, **M-Pesa Consumer Terms and Conditions and GSM Consumer Terms and Conditions** that shall form part of these Terms and Conditions.
- 1.2.6 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 upon using **Customer Changisha Services** and you shall be deemed to have read and understood these Terms and Conditions, **M-PESA Consumer Terms and Conditions and GSM Consumer Terms and Conditions** and when appropriate **M-Pesa Merchant Terms and Conditions** that shall as well form part of these Terms and Conditions.

1.3 Declaration: -

- 1.3.1 By accessing/executing the service; You consent and acknowledge you have electronically accept the Conditions Of Use either way by continue attempting using the service you declare that you have legal accept Conditions Of Use. The declaration allows you to make service utilization as required and as amended from time to time. Henceforth



any execution of this service you agree that it is affirmatively stating that it has carefully read and understood the terms and conditions set forth herein and agrees to be bound by the said terms and conditions.

- 1.3.2 The service is one-time subscription and the account will be closed after specified duration and or extended allowed period elapse.
- 1.3.3 If you do not accept terms and conditions you might not use the service, proceeding using the service meaning you declare to be bonded with Condition Of Use.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:
 - 2.1.1 "**Business Day**" means any day of the week not being a weekend, gazetted public holiday or designated bank holiday within the United Republic of Tanzania;
 - 2.1.2 "**Business Number**" means a destination code or numbering plan created by M-Pesa Limited for the identification of M-PESA business Account;
 - 2.1.3 "**Cash**" means currency notes and coins constituting the legal tender of the Republic United Of Tanzania which, as the context requires: may be offered by a Customer in exchange of E-Money through the M-PESA system and subsequently credited to the Changisha Account; and may be withdrawn by the you pursuant to a Withdrawal Request Instruction given by the you (in this context you are a Changisha Account holder) to M-Pesa Limited;
 - 2.1.4 "**Changisha Account**" or "**Fundraising Account**" this is account created by M-Pesa Limited upon your request aim to be used for fundraising from different source, the account may allow to receive fund from deferent MNO and /or Banks as well, this become an additional account to your M-Pesa account which has expiration duration; For the avoidance of doubt the Changisha Account or Changisha Number remain the property of M-Pesa Limited and M-Pesa Limited;
 - 2.1.5 "**Confidential Information**" means, without limitation, all information, software, data, manuals, concepts relating to marketing methods, products, developments, business and financial affairs and trade secrets, and other information of value to a party and not generally known, (whether or not designated as "confidential information" by any Party and whether written, oral or in electronic form) and any other information clearly designated by a Party as "confidential information" or that is evidently confidential by its nature or the nature of its disclosure, and includes the terms of this Agreement;
 - 2.1.6 "**Customer**" means an M-PESA user who uses the M-Pesa System to pay/contribute money on the Customer's Changisha Account as shall be construed accordingly;
 - 2.1.7 "**E-Money**" means the electronic value issued by M-Pesa Limited and representing an entitlement to an equivalent amount of the Cash held by the Custodial Trustee in respect of the acquisition of such electronic value;
 - 2.1.8 "**Effective Date**" means the date upon which your M-PESA Account is activated by M-Pesa Limited upon your instruction, including the initial e-money contribution/collection;
 - 2.1.9 "**EFT**" or "**Autosweep**" means electronic funds transfer of your entitlement to Cash held in its M-PESA account, from the Trust Account to your designated bank account and includes Real Time Gross Settlement transfers; note Consumer will bear transfer charges/fee.
 - 2.1.10 "**GSM**" (Global System for Mobile communication) is a digital mobile network that is widely used by mobile phone users
 - 2.1.11 "**Intellectual Property Rights**" means, in respect of each Party, such Party's proprietary rights, title and interest intellectual property of whatever nature, description or form, vesting in that Party as at the Effective Date or acquired by such Party at any time after the Effective Date;
 - 2.1.12 "**M-PESA Account**" means an organization/business account belonging to you created in the M-PESA system through which the you receive e-money payments/contributions from other Customers.
 - 2.1.13 "**M-PESA Service**" or "**Service**" means the mobile money transfer service provided by M-Pesa Limited and envisaged under this Agreement through which Customers can make E money payments to Changisha Account;
 - 2.1.14 "**M-PESA System**" or "**M-PESA**" means the system operated by M-Pesa Limited providing the M-PESA Services and
 - 2.1.15 "**M-PESA User**" or "**M-Pesa subscriber**" means either of The Changisha Account or the Customer participating in the M-PESA system;
 - 2.1.16 "**M-PESA Website**" refers to the M-PESA section on website address found at www.vodacom.co.tz;

- 2.1.17 "**MSISDN**" means the Mobile Subscriber Integrated Services Digital Network Number issued to the M-PESA User which uniquely identifies the M-PESA User on the Vodacom Global System for Mobile Telecommunication "**GSM**" Network;
 - 2.1.18 "**Network**" means the Global System for Mobile telecommunication ("**GSM**") system operated by M-Pesa Limited;
 - 2.1.19 "**Nominated Number**" means either a MSISDN (own M-Pesa Account) or M-Pesa Agent number or Merchant TILL number appointed by the you and used for purposes of receiving E-Money pursuant to a Withdrawal Request Instruction.
 - 2.1.20 "**SMS**" means Short Message Service; is a text messaging service component of most telephone, Internet, and mobile device systems.
 - 2.1.21 "**Transaction**" means any movement of e-money or cash from one M-PESA system participant to another pursuant to instructions initiated on the M-PESA System by you and includes **reversals** and **EFTs** made by the Trustee to you.
 - 2.1.22 "**Trustee**" means M-PESA Limited which holds the aggregate of all Payments and sums equivalent to all transfers of E-Money into your M-PESA Account from other Customers on trust for you in the Trustee Account;
 - 2.1.23 "**Trustee Account**" means the Bank Account maintained by the Trustee into which all Payments are made and held by the Trustee on behalf of Customers;
 - 2.1.24 "**Withdrawal Request Instruction**" means an instruction given to M-Pesa Limited by the you requesting M-Pesa Limited to redeem Cash on your behalf in exchange of the E-Money held in the Customer's Changisha M-PESA account and to send it by either EFT, or Paybill, or Autosweep, to your nominated bank account or an instruction given to M-Pesa Limited by you requesting M-Pesa Limited to transfer E-Money held in the Changisha's M-PESA account to a Nominated Number.
- 2.2 In this Agreement (including the recitals), unless the context otherwise requires:
- 2.2.1 Words denoting the singular shall include the plural and vice versa and reference to the masculine gender shall include a reference to the feminine gender and neuter and vice versa;
 - 2.2.2 References to clauses are references to the clauses of this Agreement;
 - 2.2.2.1 References to "**Parties**" shall mean the parties to this Agreement Being M-Pesa Limited and the Customer and to "**Party**" shall mean either of them as the context may indicate;
 - 2.2.3 The expression "person" includes a natural person, body corporate, unincorporated venture, trust, joint venture, association, statutory corporation, state, state agency, governmental authority or firm; and
 - 2.2.4 Headings to clauses are used for convenience only and shall not affect the construction and interpretation of this Agreement.

3. DURATION OF AGREEMENT

This Agreement shall be for an initial maximum period of 6 months (the "Initial Term") from the Effective Date unless otherwise earlier terminated. After the Initial Term, this Agreement may be automatically extended by M-Pesa Limited at its sole discretion for further periods of thirty (30) days or at such duration as will be determined and/or allowed from time to time by us, thus each being an Extended Term without prejudice to the rights of termination under clause 12.

- 3.1 All Changisha wallets will have a given validity period ranging from 30 days to 6 months depending on customers' need, the duration will be varying or review from time to time and displayed on your M-Pesa Menu.

4. OPERATION AND SCOPE

- 4.1 You agree to abide by the M-PESA operational procedures, terms and conditions and its variations as may be prescribed by M-Pesa Limited from time to time.
- 4.2 Changisha(Fundraising) product/service allows you to register a separate contribution wallet within M-Pesa Wallets with a unique Changisha Account number that will enable fellow contributors to contribute directly from Vodacom (M-Pesa Subscribers), other MNO-Mobile Network Operator as well as Banks

- 4.3 By using M-PESA Service you shall be subject to the terms of this Agreement; the **M-PESA General Consumer and GSM Consumer terms and conditions** and M-Pesa Merchant Terms and Conditions by/for opening and used Changisha Accounts as may be notified or accessible from our website and as may be published by M-Pesa Limited from time to time.
- 4.4 With effect from the Effective Date and for the duration of the term of the Agreement, M-Pesa Limited shall:
- 4.4.1 Allocate an additional Changisha Number/Account(s) separate from your normal M-Pesa Account, through which Customers (i.e. your contributors) may contribute to Changisha M-PESA Account through the appropriate Changisha service functionality on the Customer's M-PESA menu. For the avoidance of doubt the Changisha Account or Changisha Number remain the property of M-Pesa Limited and M-Pesa Limited may, with reasonable prior notice to you, re-number, re-assign, re-allocate or withdraw a Business Number(s) PROVIDED that M-Pesa Limited shall not tamper with the M-Pesa balances rather credited Changisha Account owners with remained balance to your respective M-Pesa Account used.
 - 4.4.2 Grant secure access rights to the M-Pesa Menu through which you may manage both your M-Pesa Account and Changisha Account(s). In this case, you are strongly advised that; You should not share or reveal your PIN with anyone including M-Pesa Limited/Vodacom Staff.
 - 4.4.3 Provide customer service support to the Consumers; who are using the Changisha options and M-PESA functionality on their M-PESA menu;
 - 4.4.4 Credit the Customer's Changisha/M-PESA account with e-money upon receipt of E-Money paid through the M-PESA System; or upon clause 4.4.1 or upon the Changisha account expiration time elapsed.
 - 4.4.5 Prepare an EFT of the Cash equivalent of accrued E-Money (less any charges, Tax, Levy, commissions and/or other fees as reviewed or introduced from time to time) to the Customer, or make e-money available in your Nominated Number upon receipt of a Withdrawal Request Instruction from you; or upon clause 4.4.1 or upon the Changisha account expiration time elapsed.
- 4.5 With effect from the Effective Date and for the duration of the Initial Term, the you shall:
- 4.5.1 Reconcile and receipt payments received on the M-PESA System through its Changisha/M-PESA Account;
 - 4.5.2 Initiate Withdrawal Request instructions to M-Pesa Limited for redemption of accrued E-Money;
 - 4.5.3 Authorize M-Pesa Limited to debit charges, fees, and commissions to its M-Pesa Account for providing the service;
 - 4.5.4 Comply with M-Pesa Limited's charges for using the Service as may be notified to it by M-Pesa Limited in either writing or electronically or other method deemed fit as from time to time;
 - 4.5.5 Agreed and comply and pay or been deducted any governmental levy, tax and others as per directives from governmental authority organs.
- 4.6 **Validity Period:** - All Changisha wallets will have a given validity period ranging from 30 days, 3 months, and 6 month depending on customers' need as reviewed from time to time by M-Pesa Limited discretion, and notified to you electronically via M-Pesa menu or notification or from our website.
- 4.6.1 **Prior Expiry:** you will be notified so as to extend their validity period and if they choose not to extend it then upon expiry of the Changisha account the funds collected should be disbursed to owner's M-Pesa account.
- 4.7 **Extension Period:** You will be able to extend validity period to maximum of 30 days per each Changisha Account, the duration will be reviewed by M-Pesa Limited discretion from time to time. In this respect you will have a maximum limit to open a number of Changisha account in respect of each M-Pesa Accounts.
- 4.7.1 **Account Locking:** If the account has reached the maximum number of renewal times, then the customer will get a notification to let them know that they can no longer extend the account duration. The SMS should go within a specific period to be determined by us such for example a frequency of 1 week,3days,1day and 0 day before expiration, locking mechanism refer to clause 11 and clause 12 as well.
- 4.8 **Cash Out/Withdraws:** once and during the contribution account owner can optionally with approvers during the withdrawal and or bulk SMS reminder to contributors thus;
- 4.8.1 For security and transparent the customer may add approval level in attempting cash out process, the option is optional for those who need to use it.



- 4.8.2 For the consumer who are business entity (i.e. Churches, Mosque, Government (Natural Calamities) etc.) who opt for this service may request ability of bulk SMS to remind their contributors, the consumer shall make sure agreed with contributor for this BULK SMS Value Added Service and have their consent; the bulk service may be used for individual consumer as well.
- 4.8.3 Business Consumer; the Changisha Account owner may decide to set withdrawal approval level to improve the security and transparently
- 4.8.4 Changisha account owners will be able to withdraw e-money (i.e. funds) collected not limited to the following options as shall be determined by us from time to time:
 - 4.8.4.1 Withdraw at M-Pesa Agent
 - 4.8.4.2 Pay Merchant
 - 4.8.4.3 Transfer funds to his/her M-Pesa Account; the process used after expiration and upon your selection.
 - 4.8.4.4 Transfer funds to nominated bank account: This feature will enable Changisha account owners to transfer their funds direct to the desired bank account, Consumer may opt for Autosweep process to take place.
- 4.9 **Statement:** there might be a min statement option made available on your Menu for your attempt to access it from time to time; the detail for Changisha Account as modified by us from time to time may contained but not limited to
 - 4.9.1.1 Date and time of contribution
 - 4.9.1.2 Name of the contributor (If available)
 - 4.9.1.3 MSISDN of the contributor (If available)
 - 4.9.1.4 M-Pesa receipt (or any relevant reference number)
 - 4.9.1.5 Available balance

5. ACTIVATION OF THE CHANGISHA ACCOUNT

- 5.1 This agreement comes into effect upon activation and/or initial use of the Changisha Account by M-Pesa Limited; in this basis following are considered that you are legally aware, read, understood, agree, abide, bonded that
 - 5.1.1 the acceptance of these terms and conditions and;
 - 5.1.2 successful completion of KYC vetting procedures through any necessary means including Biometric registration.
- 5.2 If the you fail to produce the necessary KYC documents or any other details/particular as required from time to time by us and/or as set out in 5.1 above, or fails to satisfy the minimum KYC requirements, M-Pesa Limited will refuse to activate the Changisha account and accordingly advise you as such [in which case this Agreement shall be null and void (i.e. having no force, binding power, or validity)]. For the avoidance of doubt, M-Pesa Limited 's refusal to activate the Changisha Account shall neither confer on the consumer any right to contest M-Pesa Limited 's decision nor give rise to any legal claim against M-Pesa Limited under this Agreement.

6. REVERSALS

- 6.1 You shall within a reasonable period (but in any event no later than 6 hours) initiate and complete refund/reversal transactions where a payment made to it, is manifestly made in error.
- 6.2 Where you fail to authorized/initiate and complete the reversal in accordance with 6.1 in the event of a manifest error, failure to do that hence therefore you consent that M-Pesa Limited should intervene and initiate and/or complete the reversal as per sender request. At all times M-Pesa Limited shall only make the reversal having due regard to the circumstances of the erroneous payment.
 - 6.2.1 For any



6.2.1.1 Where you do not respond on customer/third-party complaint within six (6) working hours for an Authorized Transactions, M-Pesa Limited shall within 12 working hours intervene by clearing the Transaction depending on the customer's request for cancellation or completion of the Transaction. If there no customer request at our disposals M-Pesa will decide based on scenario ether to complete or cancel; in this case, you shall be liable for any loss for the case of pending transactions being cancelled/credited to customer wallet.

6.2.1.2 Your KYC/Contact might be available on M-Pesa web or support portal for reference and contacting when there required.

6.3 Where a dispute in relation to a reversal arises, M-Pesa Limited may suspend your M-Pesa wallet and or your Changisha Account to facilitate an amicable resolution of the dispute.

7. SERVICE FEES

The Service shall be subject to the charges and minimum/maximum transaction values appointed by M-Pesa Limited from time to time. M-Pesa Limited may by notice from time to time vary the charges based on either minimum or maximum transaction values at its absolute discretion. Transaction charges may be observed from our website or nearest shop or by contact our call center (i.e. more details could be found on clause 16)

8. CONFIDENTIALITY

8.1 You warrant that, you will treat in confidence all **Confidential Information** which it acquires as a result of the operation of this Agreement and to afford it the same protection afforded to its own Confidential Information.

8.2 You shall not reveal any Confidential Information to any third party (including public statements) without the written consent of the disclosing party or M-Pesa Limited, except where such information is already in the public domain,

8.3 You will inform M-Pesa Limited/Vodacom immediate in case Confidential Information (includes contributor's details at your disposal) has been **legally** acquired by the third party, or where disclosure of the confidential information is ordered by a court or other competent authority.

8.4 M-Pesa Limited may disclose your Confidential Information (for avoidance of doubt the information's including but not limited to M-Pesa Changisha account users/ contributor) if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

8.4.1 comply with regulatory requirements

8.4.2 legal process;

8.4.3 enforce the terms of this Agreement;

8.4.4 respond to claims that the you use M-PESA Service violates the rights of third-parties; or

8.4.5 protect the rights, property, or personal safety of M-Pesa Limited, its affiliated companies, business partners (who in connection offer this service), subscribers and the public. Where such information is required for any of the purposes above, in this fact you shall provide such assistance as may be reasonably required by M-Pesa Limited to ensure compliance.

9. DISCLOSURE OF INFORMATION

9.1 By registering for the Service, you authorize us to reveal, receive, record or utilize Your information or data (including transaction or mobile data relating to M-PESA and GSM respectively) relating to Your use of the Service:

9.1.1 To any local or international law enforcement or competent regulatory or governmental agencies for purposes of aiding in the prevention, detection, investigation or prosecution of criminal activities or fraud;

9.1.2 To a Credit Reference Bureau to perform any credit risk assessment and for data analysis and performance, you may be restricted from Opening the Changisha Account service if you have restrictions from this Authority.

- 9.1.3 To a third party involved in the provision of the services;
 - 9.1.3.1 As part of the account opening process you will be asked to provide personal information about yourself. We will use this information to attempt to verify your identity using a number of electronic checks.
 - 9.1.3.2 You agree that that we may pass your personal information to our third parties / partners or any other recognized third party company solely for the purposes of verifying your identity, performing anti-money laundering checks and fraud prevention aim to execute your instruction to ensure we providing this service,
- 9.1.4 To our lawyers, auditors, debt collectors, loan recovery agencies or other professional advisors or to any court or arbitration tribunal for the purposes of any proceedings or to a consumer complaint committee;
 - 9.1.4.1 **You agreed that for the case of debt collection if any (e.g. Songesha or M-Pawa or any), the information provided will support to collect any debt available in either your M-Pesa Account and/ or your Changisha Account based on available balance in your respective accounts.**
- 9.1.5 For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
- 9.1.6 For any business practices including but not limited to quality control, training and ensuring effective systems operation.
- 9.2 You acknowledge that we may retain your transaction data for a period as may be required by any law or regulation within our capacity.
 - 9.2.1 We may, from time to time and in accordance with our regulatory obligations and internal procedures, perform additional anti-money laundering checks and fraud prevention checks. If you do not pass such checks, we may either suspend or terminate your service or account in accordance with respective clause 11 and/or clause 12 and those related to it.
- 9.3 We respect your privacy and at all times we will ensure within our control endeavor to that information shared with any third party in accordance with clause 9.1 is shared on confidential basis and strictly to the extent necessary for purposes provision of the Services or for any purpose set out under these Conditions of Use.

10. WARRANTIES, INDEMNITIES & LIMITATION OF LIABILITY

- 10.1 You represent and warrants [includes for the circumstances that the customer's MSISDN registered and/or using the M-Pesa Account for the purpose as business entity (i.e. not individual) hence its senior staffs/directors] that none
 - 10.1.1 (i) has ever been convicted of any crime (other than minor traffic offences); and
 - 10.1.2 (ii) has ever been charged of any crime relating to fraud, embezzlement, theft, money laundering, financing terrorism or terrorist organizations, receiving stolen property, or illegal drugs or other controlled substances anywhere in the world. You shall notify M-Pesa Limited in writing within forty-eight (48) hours after any of these representations and warranties ceases to be true.
- 10.2 You warrant that it has you will not use the service to breach any United Republic of Tanzania Law and regulations and no charges or harm to M-Pesa Limited resulted from being court or sentences for misuse the services against the law.
- 10.3 **Each party shall indemnify the other, and keep each other indemnified, from and against any and all loss, damage or liability, costs and expenses (including legal expenses) howsoever arising and incurred by the other party resulting from**
 - 10.3.1 **any breach of this Agreement; or**
 - 10.3.2 **any third party claim in respect of any matter arising from any person's conduct, provided that the liability has not been incurred directly through any default either party in relation to this Agreement.**
- 10.4 You shall indemnify and defend M-Pesa Limited against, and pay any final judgment awarded against M-Pesa Limited, resulting from third party (Changisha Accounts and or its contributors) claims arising from the use of the Services leading



to loss or damage (including consequential loss or damage) where the proximate cause of such loss or damage is attributable to the your negligence, recklessness, indifference, delay or failure to receipt or acknowledge a Customer's Payment after the Customer has effected a Changisha contributions on the M-PESA System by any means.

10.5 M-PESA LIMITED SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON WHERE:

- 10.5.1 THE TRANSACTION IS BELOW THE MINIMUM OR ABOVE THE MAXIMUM LIMITS AS COMMUNICATED BY M-PESA LIMITED FROM TIME TO TIME;
- 10.5.2 THE CUSTOMER HAS ENTERED INCORRECT DETAILS AND THE PAYMENT IS MADE TO THE WRONG M-PESA SYSTEM PARTICIPANT;
- 10.5.3 YOUR DEVICE/HARDWARE, SOFTWARE OR CONNECTIVITY/INTERNET PROVIDER'S SERVICE IS DYSFUNCTIONAL AND OR YOUR DEVICE IS ON OFF MODE.
- 10.5.4 THE TRANSACTION IS UNAUTHORIZED, SUSPICIOUS OR FRAUDULENT RESULTING IN LOSSES TO A THIRD PARTY;
- 10.5.5 THE TRANSACTION DETAILS RECEIVED ARE INCORRECT;
- 10.5.6 THE YOU LEGITIMATE RECEIPT OF FUNDS IS INTERCEPTED BY LEGAL PROCESS OR OTHER ENCUMBRANCE RESTRICTING THE TRANSFER; OR
- 10.5.7 UNFORESEEN CIRCUMSTANCES PREVENT THE EXECUTION OF A TRANSACTION DESPITE ANY REASONABLE PRECAUTIONS TAKEN BY M-PESA LIMITED OR
- 10.5.8 OTHER REASONS AS PER CLAUSE 11 OR CLAUSE 12 OR CLAUSE 14 OR OTHER CLAUSES THAT WILL MAKE THE ACCOUNT UNFUNCTIONAL.

10.6 Without prejudice to any other provisions of this Agreement, each party undertakes to indemnify the other party and keep the other party indemnified on demand for and against all proceedings, costs, claims, damages, expenses and liabilities of whatsoever nature howsoever suffered or incurred arising out of or by reason of any infringement or alleged infringement of any intellectual property rights arising as a result of carrying out their obligations under this Agreement.

11. SUSPENSION

M-Pesa Limited may, with reasonable notice where practicable, suspend the availability of the Service to you wholly or partially for any reason, including without limitation, where

- 11.1 You fail to comply with any laws, rules or regulations of the United Republic of Tanzania regarding the Service;
- 11.2 You fail to observe any term or obligation set out herein; or
- 11.3 You carry on prohibited activities using the M-PESA service as set out in Clause 16.
- 11.4 We receive immediate request for intention not limited to Account investigation, suspicious transaction, complaint from another customer, Order from Legal Authority(ies)
- 11.5 Your M-Pesa/Changisha Account has been deactivated due to various reasons including but not limited service maintenance, compliance with Tanzania and/or International regulations or malicious suspicious.

12. TERMINATION

12.1 Termination on Notice Either party may terminate the agreement based either on breach of service or expiration time of validity period reached/elapse.

12.1.1 by giving electronic notification to your registered MSISDN, hence you are advice to ensure our phone device connected to your MSISDN/Phone number is active and in good signal to receive notification.

12.1.1.1 You will have a chance to extend the valid time, once the extended period nearly to elapse or no extension applied you may be notified on expiry or due time; In this case the Changisha Account will be either suspended or closed upon expiry of the Changisha account, we try our best to ensure the funds collected should be disbursed to Changisha owner's M-Pesa account wallet. You shall ensure that the Changisha Account is at zero available balance during the expiration time; hence M-Pesa Limited will not be liable for any loss and shall not compensate you for any kind of loss during the expiration period and/or due to closure of account procedure.

12.1.1.2 In case its happened that the owner of M-Pesa Account whose Changisha Account attached to the selected inherit administrators shall wait for Changisha Account to expire, terminate so that can have access to fund as per M-Pesa Limited procedure on deceased M-Pesa Account.

12.1.2 If either of the Parties commits a breach of any material obligation imposed on it in terms of this Agreement and fails to remedy such breach within a period of 21 (twenty-one days) days from the date on which a notice is given to the party in breach.

12.2 Termination by M-Pesa Limited

12.2.1 M-Pesa Limited may terminate this Agreement immediately if the you use or is reasonably suspected of using the M-PESA Service in furtherance of any unlawful or criminal activity or for any conduct prohibited under clause 14.

12.2.2 M-Pesa Limited may terminate the agreement if the M-Pesa Account remains inactive for a period of three (3) months (i.e. 90days). For the avoidance of doubt, an 'inactive' M-Pesa Account includes one which has not had any M-Pesa credit entries and/or GSM Activities over a continuous period of six (3) months.

12.3 Termination not to Affect Remedies The termination of this Agreement shall be without prejudice to all accrued rights and obligations of the Parties under this Agreement and to all obligations under this Agreement expressed to continue or take effect after expiration or termination.

13. TAXES, LEVY & OTHER FEES

13.1 You shall solely determine, collect, remit and declare all taxes and income resulting from or in consequence of using the Services to the relevant tax authority and to pay all taxes levies and fees due on such income. M-Pesa Limited shall not be liable to you for any failure by you to comply with its obligations under this clause and you shall indemnify M-Pesa Limited from any loss or damage arising from any failure to comply with these obligations under this clause.

13.2 Each Party shall aware, bear and be responsible for its own taxes, charges, impositions, levies or other legal fees imposed by law from time to time.

13.3 Consumer will be charged operational and where necessary stationary cost/fees on M-Pesa, such charges can be viewed/obtained by call our call center or from website or from your confirmation flash SMS when attempt to perform a transaction or self-service option, by proceeding using the service meaning you have agreed and bonded by this clause.

14. PROHIBITED USAGE & CONDUCT

14.1 You agree to not use the Services to:

Conduct anything that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or criminal;

14.1.1 Impersonate any person or entity, including, but not limited to, a M-Pesa Limited official, fellow user, or falsely utter or otherwise misrepresent your affiliation with a person or entity;

14.1.2 Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;

14.1.3 Conduct anything that makes available any content or information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of under nondisclosure agreements or privacy and cookies policy);

14.1.4 Conduct any activity that infringes any intellectual property rights;

14.1.5 Conduct any activity whether solicited or unsolicited, relating to or remotely connected to SPAM, junk mail, pyramid schemes, pornography, unlicensed gaming or gambling or any other form of solicitation;

14.1.6 Conduct any activity that makes available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer/device/phone software or hardware or telecommunications equipment or mobile money systems;

14.1.7 Conduct any activities that interferes with or disrupts the Service or servers or Networks connected to the Service, or disobeys any requirements, procedures, policies or regulations of networks connected to the Service;

14.1.8 Conduct any activities that intentionally or unintentionally violates any applicable local or international law or regulation;

14.1.9 Collect or store personal data about other users/contributors without their express authority; or

14.1.10 **Aggregate payments or create Changisha Account on behalf of third party persons without the written consent to/of M-Pesa Limited.**

15. GOVERNING LAW AND JURISDICTION

The validity, construction and interpretation of this Agreement shall be governed by the laws of United Republic of Tanzania. In case a clause is in conflict/contradict with our regulation or law, supersede only such clause and law or regulation will stand all other clauses will remain the same unchanged.

16. DISPUTE RESOLUTION & CUSTOMER CARE SUPPORT

- 14.1 You may contact us through our customer care center lines 100 or other customer care contacts provided channels on our social media or Website (i.e. TOBi Online or Submit enquires) to report any disputes, claims or discrepancies in the Service.
- 14.2 Our customer care representatives will handle the reported case(s) in accordance with our standard complaint handling procedures.
- 14.3 Calls to call center may be recorded for quality assurance or for any business practices including but not limited to quality control, training and ensuring effective systems operations
- 14.4 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.).
- 14.4.2 The Complaints process is free of charge.
- 14.4.3 **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:
- 14.4.3.1 Step 1: Go to BoT Website: <https://www.bot.go.tz> to get the BOT Complaint Form
- 14.4.3.2 Step 2: Send the Complaint Form to BoT by any of the following methods:
- 14.4.3.2.1 By Hand: The Financial Consumer Unit Bank of Tanzania Head Office, 2 Mirambo Street, Dar Es Salaam, ground floor, Middle building.
- 14.4.3.2.2 By Post: The Financial Consumer Unit Bank of Tanzania P. O. Box 11884 Dar Es Salaam,
- 14.4.3.2.3 By Fax/ By facsimile: +255 22 2234067
- 14.4.3.2.4 By phone: +255 22 2233265/ +255 22 2233246
- 14.4.3.2.5 By Email to the attention of the Head of the Financial Consumer Protection Unit i.e. complaints@bot.go.tz
- 14.4.3.2.6 By Website (Online) <https://www.bot.go.tz>
- 14.4.3.3 **Mobile Money Complaint**-If your mobile money related complaint has not been resolved to your satisfaction with the determination or Revision of determination by the Bank of Tanzania, the complainant may apply for a judicial review to the Court.
- 14.4.4 **GSM Complaints**: - If your complaint has not been resolved to your satisfaction within 30 days of raising it with Vodacom, you have the right to raise your complaint with Tanzania Communication Regulatory Authority in this manner:
- 14.4.4.1 Step 1 Go to TCRA Website: www.tcra.go.tz to get the TCRA Complaint Form
- 14.4.4.2 Step 2: Send to the TCRA Complaint Form to TCRA by any of the following methods:
- 14.4.4.2.1 By Hand: The Consumer Affairs Department Tanzania Communication Regulatory Authority Mawasiliano Towers, Plot No 2005/1, block C, Sam Nujoma Road, Dar es Salaam
- 14.4.4.2.2 By Post: The Consumer Affairs Department Tanzania Communication Regulatory Authority (TCRA) Towers, P. O. Box 474, Dar es Salaam
- 14.4.4.2.3 TCRA-By Fax: +255 22 2412009/10
- 14.4.4.2.4 TCRA- By Email: complaints@tcra.go.tz
- 14.4.4.2.5 TCRA- By Website (Online): www.tcra.go.tz
- 14.4.5 **GSM Complaints**: - If your complaint has not been resolved to your satisfaction by TCRA, you have the right to raise your complaint with Fair Competition Tribunal within 21 days after full determination by TCRA in this manner:
- 14.4.5.1 Step 1: Go to FCC Website: www.competition.or.tz to get the FCC Complaint Form
- 14.4.5.2 Step 2: Send to the FCC Complaint Form to FCC by any of the following methods:



- 14.4.5.2.1 By Hand: The Fair Competition Commission, GEPF house 2nd Floor, Plot No 37, Regent Estate Bagamoyo Road, Dar Es Salaam.
- 14.4.5.2.2 By Post: The Fair Competition Commission (FCC) GEPF House, P. O. Box 7883, DSM, Tanzania
- 14.4.5.2.3 By Fax: +255 22 2926126
- 14.4.5.2.4 By Email: info@competition.or.tz
- 14.4.5.2.5 By Website (Online): www.competition.or.tz

17. AMENDMENT

This Agreement, including any, or annexure if any; may be amended from time to time by M-Pesa Limited including not limited by way of bulletin, schedules and notices in form of either physical or electronically. You acknowledge that such bulletin or notices shall be binding and shall have full legal force as if they were contained in this Agreement. In that awareness you agreed by continue using the service you aware, understood and agreed to any amendment therein.

18. ASSIGNMENT

This Agreement may not be assigned by the you to anyone, by operation of law or otherwise, without the prior written consent of M-Pesa Limited. M-Pesa Limited may assign any right or obligation under this Agreement without your prior written consent.

19. NOTICES

Except as otherwise specified in the Agreement, all notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be either in writing or electrically (email, phone call as per clause 16 above or any other means as determined by us from time to time and shall be personally delivered or sent by mail, registered or certified, return receipt requested, postage pre-paid, courier service to the M-Pesa Limited address.

20. WAIVER

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant.

21. SEVERABILITY

Any provision of this Agreement held by a court of competent jurisdiction to be contrary to any law shall be severed from the agreement, but such severance shall not render the remaining provisions of this agreement ineffective. The remaining provisions of this Agreement will remain in full force and effect.

22. FORCE MAJEURE

Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfilment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than parties to this Agreement; labour disputes; electrical equipment or availability failure; fires; floods; acts of God; government or regulator action; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of such event.

23. 22 GENERAL

- 22.1. The Parties shall comply with all legal requirements applicable to their role in effecting Transactions.
- 22.2. This Agreement shall be acceptable by you upon accessing the service or by continue using the service.
- 22.3. This Agreement may be accepted electronically.

