



M-PESA VIRTUAL CARD TERMS AND CONDITIONS

VISA Card

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M-Pesa Limited

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C2: VODACOM GENERAL

M-PESA VIRTUAL CARD TERMS AND CONDITIONS

1. APPLICABILITY.

- 1.1. This Terms and Conditions (hereinafter "**Conditions of Use**" as shall be used interchangeably) are issued by M-PESA Limited (hereinafter "**M-PESA Limited**" or "**we**" or "**us**" "**ourselves**" or "**our**") to M-PESA Customers/Cardholder ("**Customer**") (hereinafter "**you**" or "**your**" or "**user**" "**yourself**") setting out the complete agreement which shall be applicable to M-Pesa Virtual cardholders (as hereinafter defined).
- 1.2. These Conditions Of Use shall apply and bind to all Customers who register and uses or may use M-PESA Virtual Card. Once you opt in or register for M-PESA Virtual Card as per 'Conditions of Use', these Conditions Of Use and any amendments or variations thereto take effect on their date of publication and or in connection to your option date or on your registration/connection date.
- 1.3. The Virtual Card is issued to M-Pesa Customers based in the United Republic of Tanzania, and is subject to this Condition of Use. The M-Pesa Virtual card is not linked to any physical Visa Card or your bank card and it's not covered by any of the Conditions Of Use relating to other services apart from online purchases. The Card top up shall cover all purchases including transactions principle values, fees, exchange rate and charges; Subject to the restrictions set out below, you can use the Card online on all websites and applications that accept VISA, to use the card you will top up the sufficient mount to transact on your card via M-Pesa..
- 1.4. Please read these Conditions Of Use, and any schedule/annexure in conjunction with **M-Pesa Consumer Terms and Conditions**, **M-Pesa App Terms and Conditions**, and any GSM related Terms and Conditions that shall form part of these Conditions Of Use obtained from Vodacom website.
- 1.5. This Card cannot be a credit card or a charge card; nor is it a debit card linked to a current M-Pesa account; it is a virtual card generated via M-Pesa channel (i.e. USSD or App) by you, meaning that **money, must be topped up onto the Card at the time of creation or purchase**. You shall not receive a physical card; you will be sent Card's credential via SMS that containing the **Virtual Card number, expire date, and CVV-Card Verification Value**, also may include other relevant information to allow you to use the card online. On the M-Pesa App, these card details will also be available on the VISA Virtual Card mini app upon creation and whenever needed thereafter.

Applicant must use the Virtual card 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 card until you update your KYC to our satisfaction and or consent.

You must know, understand and comply with this Conditions 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 The clause and paragraph headings shall not affect the interpretation of these Conditions Of Use; unless the context requires otherwise
- 2.2 In this "Terms and Conditions" the following definitions should be read carefully as they provide and important explanation and guidance on interpretation of the language used in this agreement; and shall apply and bear the following meanings
 - 2.2.1 "**Agreement**" means the agreement between you and us which includes these Terms and Conditions/Conditions of Use.
 - 2.2.2 "**Card**" means the M-Pesa Virtual Card, a prepaid card denominated in Tanzania, or any replacement card which we issue to you from time to time. For clarity, the card is a virtual card; no actual plastic card is issued.
 - 2.2.3 "**Card Purchase**" means any transaction whereby the Card is used as payment for goods and/or services at online Participating Retailers.
 - 2.2.4 "**Customer Due Diligence**" means personal documentation supplied by you to us to confirm your name and current address, in order to meet our regulatory requirements.
 - 2.2.5 "**Conditions Of Use**" means Terms and Conditions
 - 2.2.6 "**Limitation Period**" means 90days when the customer is inactive whereby can be closed in the system or a time whereby M-Pesa account recycled following the termination of the service either on GSM or M-Pesa.
 - 2.2.7 "**Participating Retailer**" means an online supplier of goods and/or services who has agreed to accept the Card as payment for goods and/or services
 - 2.2.8 "**Goods and Services**" means such goods and services as may be purchased from participating retailers who accept M-PESA Virtual Card System

- 2.2.9 **"Website"** means a group of connected pages on the World Wide Web containing information on a particular subject e.g. www.vodacom.co.tz or "Website" refers to the M-PESA section on website address found at www.vodacom.co.tz;
 - 2.2.10 **"Virtual Card Number"** means the 16-digit M-Pesa Virtual Card number generated using the M-Pesa System Application, when used alone or in combination with the expiry date and/or the CVV code indicated on the M-Pesa Virtual Card and can transact on the VISA Card participating retailers.
 - 2.2.11 **"CVV (Card Verification Value)"** is an anti-fraud security feature to help verify that you are in possession of your M-Pesa Virtual card. For M-Pesa Virtual Card you will be receiving through SMS.
 - 2.2.12 **"Network"** means the Global System for Mobile telecommunication ("GSM") system operated by Vodacom and covering those areas within the United Republic of Tanzania as stipulated from time to time by Vodacom;
 - 2.2.13 **"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;
 - 2.2.14 **"Service Window"** means the time frame that the Virtual Card Account will be active before it gets dormant or expires and in this context is marked to be 30days, after that you will be required to renew.
 - 2.2.15 **"Force Majeure"** means anything outside the reasonable control of a Party including pandemic, quarantine restrictions, 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).
 - 2.2.16 **"Fee"** means a fixed price charged on top of principal amount for a specific service. Fees are applied in a variety of ways such as costs, charges, commissions/exchange rate, and or penalties
 - 2.2.17 **"Cardholder"** means any person (i.e. M-Pesa customer) who apply or purchases or receive or activate the M-Pesa Virtual Card and responsible for all transactions and liability on the Card.
 - 2.2.18 **"Cooling-Off Period"** In consumer rights legislation and practice, means a period of time following a Cardholder may choose to cancel the Card activate for purchase. Also may include the incentive time where customer can have zero charge and ability to opt out without being charged, or with less charges as deemed fit by management,
 - 2.2.19 **"M-PESA Account"** means your mobile money store of value, being the record maintained by Vodacom of the amount of E-Money from time to time held by you in the M-PESA System;
 - 2.2.20 **"M-PESA System"** means the system operated by M-Pesa Limited in Tanzania for the provision of the M-PESA Service using the Network;
 - 2.2.21 **"3D Secure Code"** means an authorization code to protect your virtual card against unauthorized use when shopping online. This code enables you to validate transactions you make over the internet by requesting a personal code (usually sent to your mobile phone number or email address as a OTP one-time PIN).
 - 2.2.22 **"Transaction"** means any movement of e-money or cash from one M-Pesa account to another or third part account pursuant to instructions initiated on the M-Pesa system and includes reversals/refund;
 - 2.2.23 **"USSD Designated Code"** means the USSD system code number assigned by which the Customer may access the Service through Vodacom Network, in this context refer to *150*00#;
 - 2.2.24 **"USSD System"** means the USSD service in which the Customer may instruct us and operate the Services, the USSD System is accessed by dialing the USSD Designated Code;
 - 2.2.25 **"USSD"** means the Unstructured Supplementary Service Data System;
 - 2.2.26 **"Reversal"** means the act of reversing funds via M-Pesa system that were either wrongly credited or debited.
 - 2.2.27 **"We, or Our, or and Us,"** means M-Pesa Limited, where the contents so permits, includes the successors and assigns of the M-Pesa Limited or affiliated company;
 - 2.2.28 **"You" or "Your" or "they" or "she/he(s/he)" or "her/his"** its variants mean the customer or borrower;
- 2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; and vice versa
- 2.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.5 Headings in these Conditions Of Use are for convenience purposes only and they do not affect the interpretation of this Agreement.
- 2.6 A reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;

3. APPLYING FOR AND ACTIVATING YOUR CARD.

- 3.1 The use of the Card is subject to the terms of this Condition of Use as may be varied by us from time to time. The current version of the Conditions Of Use is available on the Vodacom Website. Usage of the Card constitutes your acceptance of this Conditions of Use, we have a right to accept or reject activation request as it may be in our sole discretion.
- 3.2 To activate your card, you shall have a Vodacom enabled mobile phone number when applying for a Card or during the purchasing of the Services and or Goods, and you will be entitled to only one Card at a time.
- 3.3 To apply for your Card you must be at least 18 years old and living in Tanzania or holding M-Pesa Account.
- 3.4 The Card will be issued in your name as appearing in your M-Pesa Account. We will assume, unless and until you tell us to the contrary in accordance with Clause 5.7, any use of the Card is carried out by you.
- 3.5 You may also be asked to submit documentation to us for purposes of identification in accordance with our Customer Due Diligence, or regulatory requirements or when need be to update your details. We may also use electronic methods to satisfy our Customer Due Diligence requirements available in our custody as obtained during the registration of your mobile SIM Card or M-Pesa Account, this will include but not limited to (for example: name, address, phone number, date of birth, etc.) and your personal background; information related to transactions arising from your relationship with and through us, and from other financial institutions; information you provide upon request for any of our products and services; information for the provision of products and services; and information about financial behavior such as your payment history and credit worthiness. We may collect and confirm this information during the course of our relationship. We may obtain this information from a variety of sources, including from you, from service arrangements you make with or through us, from credit reporting agencies and financial institutions, from registries, from references you provide to us and from other sources, as is necessary for the provision of our products and services. You acknowledge receipt of notice that from time to time reports about you may be obtained by us from credit or financial reporting agencies. http://www.bot.go.tz/BankingSupervision/Tanzania_Credit_Reference_Bureau_Regulation.pdf
- 3.6 You will receive your Card details by a text message to the mobile phone number you have used to request. Your card details will also be available to you on the M-Pesa App, after creation of card.
- 3.7 By accepting these Conditions Of Use, you agree and admit that we reserve the exclusive right to send you promotional text messages from time to time relating to the Service

4. TOP UP FUNDS TO YOUR CARD.

- 4.1 You will be able to top up your Card from your M-Pesa account.
 - 4.1.1. There must be sufficient value on your payment Card to cover the value that you wish to place on the Card plus the purchasing fee (if any). Other top up options may be added in the future; we will text you or you will be able to opt from the menu if and when a new option is added.
 - 4.2. Funds will normally be available on your Card immediately
 - 4.3. Restrictions on top up of the Card; will always reflect the normal M-Pesa customer transaction limit as upgraded from time to time and can be obtained at any Vodacom retails walk in customer support, or by contact us as at our call center or accessed from our website. Also can be set as per below
 - 4.3.1. Minimum top up or pay amount Tshs 1.00/=
 - 4.3.2. Maximum top up amount Tshs 2,000,000.00/=
 - 4.3.3. Storage Capacity of the Card Tshs 10,000,000.00/=

5. USING YOUR CARD

- 5.1. The Card may only be used in all VISA accepting Retailers' websites. Accepting Retailers may change from time to time. Some participating retailers might not accept your card due to their own reasons. Under no circumstances shall M-Pesa Limited be liable to you for rejection of your card due to reasons of the participating retailers.
- 5.2. You shall be responsible for ensuring the correctness and accuracy of all purchases made with the Card, any loss due to negligence of usage of account will not be covered by us.
- 5.3. We will immediately debit the amount in the Card for all Purchases from your Card. If you attempt to spend more than the Card's balance, your transaction will be declined.
- 5.4. You must not use the Virtual Card:

- 5.4.1. Nonrefundable payment: Avoid multiple payment to same service from same participating retailer for any refund you shall contact the respective participating retailer.
- 5.4.2. After this Agreement has been terminated; or the Card expiry date has passed or
- 5.4.3. For payment of any illegal purchase.

- 5.5. You cannot stop a Card Purchase after it has been authorized; you need to counter-check and be sure of payment you are going to do.
- 5.6. For extra fraud protection and as required, 3D Secure (3DS) adds an additional verification step to online purchases so that no payments will go through unless you authorize them yourself. If the security system is activated for your virtual card when making payments, a 3DS window will open. You will be then be asked to verify your identity by entering an authentication code that is most cases sent to you by SMS on your mobile phone number or email address. Once you enter the correct security code, your payment will be accepted and transaction completed. After 3 failed authentication attempts, your transaction will be canceled and a hold will be placed on your virtual card. In this case, you will be required to contact our customer care center.

- 5.7. We will not issue Card statements. You can obtain your Card balance by checking the balance via your USSD or obtain information about previous Card Purchases by calling to our Customer Care Center.
 - 5.7.1. You are responsible for monitoring your Card balance and for ensuring that there are sufficient funds on the Card at all times to pay for Card Purchases at Participating Retailer. The up to date Card Balance and any recent Card transactions will be available to view the same day.

- 5.8. You are responsible for all authorized transactions on the card. Your maximum liability is for any losses arising from any unauthorized transactions that take place in case of carelessness, ignorant, theft or misuse. Therefore, as soon as you discover or suspect that you are SIM Card is lost or stolen or your PIN or online Card's credential is compromised or there are unauthorized transactions performed under your Card, you have to notify us immediately unless we reasonably determine that you acted fraudulently or with gross negligence (in which cases you shall be liable for all Card transactions thereafter includes but not limited to Goods and service delivery to unintended or intended recipient and or location). For the case whereby you report unauthorized or authorizes purchase to incorrect destination or delivery point we will not be in position to correct such mistake/errors. You will be required to contact Participating Retail by your own and get it sorted. We will block your card as soon as deemed fit (e.g. we might delay for reasons of force majeure and any other reason outside of our control or upon late receipt of your request to close or suspend the same) to protect your funds once you have advised us of any unauthorized transactions or any instruction to do so.

- 5.9. You shall note that the online payments are subject to all laws and regulations including any exchange rate control regulations when using the Card, hence therefore you might be required to pay the Participating Retailers in reflection to such time as exchange rate state of and any compensate as per inflation on exchange rate before (includes instalment payment) settlement on completion of payment and shipment.

- 5.10. Once you have notified us of an unproven unauthorized or incorrectly executed transaction on your Card, we will promptly investigate your claim. In some cases, we may ask you to give us further information about the transaction (for instance, to enable us to confirm that the transaction was properly authenticated). You should be able to cooperate with the police or other enforcement bodies if requested to do so.

- 5.11. If you prefer to update the M-Pesa details or change ownership while M-Pesa Account linked to the Card before a payment has been settled, it may impact the processing of that payment if the Participating Retailers needs to adjust the initial authorization amount. Also if the final settlement amount exceeds your Account balance, the transaction will fail; you may be required to take additional steps (i.e. Means top up and perform multiple payment, but you have to agree with Participating Retailer if will accept multiple payment)

- 5.12. For any online transactions, using virtual card you will be debit the amount of such transactions as a confirmation of your purchases, in case found that the service or goods were delivered and unfortunately the said transaction were not to its effects, you permit us to debit the same and credit respective participating retailer or you will be informed to perform the same, you shall incur any fees or expenses that accommodated to this transaction, you may be receive a notification for when transacting being your payment receipt..

- 5.13. We have a right to suspend the Services:

- 5.13.1. If You use the Service for any unauthorized purposes;
 - 5.13.2. If we detect any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Service;
 - 5.13.3. If we are required or requested to do so in order to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
 - 5.13.4. If we reasonably suspect or believe that you are in breach of these Conditions Of Use;
 - 5.13.5. If required to do so to address technical problems or for reasons of ensuring safety;
 - 5.13.6. To facilitate update or upgrade the contents or functionality of the Service from time to time;
 - 5.13.7. Where You remain inactive for any period of time that we may determine but in no event less than a month; or
 - 5.13.8. If we decide to suspend or cease the provision of the Service for commercial reasons or for any other reason as we may reasonably determine.
- 5.14. We will not be liable for defects or fraudulent acts by Participating Retailers or purchasing Good and Service while addressing unintended recipient or location on line in any goods or services paid through your Card. Any queries or complaints about such goods or services should be addressed to the relevant Participating Retailer(s). A dispute between you and Participating Retailers will not affect or stop any initiated transactions from completion and we will not
- 5.14.1. Get involved in any such disputes; or
 - 5.14.2. be responsible for any losses or costs you have incurred related to such dispute.
- 5.15. Your PIN and or Virtual Card's credential (Card number or CVV number) will be blocked if you enter incorrect more than five (5) times, once this is happening you will have required to contact our Customer Care or walk in customer care and your access will be enabled once and only after you have been authenticated by our Customer Care team.
- 5.16. This Condition of Use sets out the terms under which you may use your Card to access your Funds in your M-Pesa Account. You should read it carefully. Activating or using a Card means that you have received and read this Condition of Use and agree to its terms.

6. CANCELLATION OR EXPIRATION OF YOUR CARD

- 6.1. You have a right to cancel your Card after you have applied and top up your Card, The period taken toward the cancelation day is known as the "Cooling-Off Period".
- 6.2. Under this Condition of Use, you also have the right to cancel your Card once a Cooling-Off Period elapse, also you may renew your card after expiration.
- 6.3. If you cancel your Card for whatever reason, we will immediately block your Card upon successfully cancellation so it cannot be used. You will not be entitled to a refund of money you have already spent on transactions for purchase on to Participating Retailer, or pending transactions or any fees due for the use of the Card.
- 6.4. You can cancel your Card from the menu on USSD or the M-Pesa Application or by contacting us through all contact channels (call Center or Retails shop). Once we have received the necessary information, which we will advise you of at the time, the refund of the available funds remaining on your card will be processed and refunded to M-Pesa Account. We may ask you to provide us with further identification and we may authenticate you until we are satisfied to proceed with cancellation request during that time any transaction will be treated as per Clause 5.7.
- 6.5. We have the right to set a Cooling-off period from time to time as deemed fit before or after Cooling-off period.
- 6.6. If at any time:
 - 6.6.1. You are in breach of any of this Condition of Use; or
 - 6.6.2. We have reasonable grounds to suspect fraud, theft, any illegal activities, any activity that affect the revenue and or the system or dishonesty; or
 - 6.6.3. For any legal reasons; If we are required or requested to do so in order to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority.We will be entitled to take such steps as we consider reasonably necessary to restrict your right to use the Card, which, without limitation, shall include, refusal to authorize a Purchase, suspension, withdrawal or cancellation of your Card.



Notwithstanding the foregoing, we shall not be liable to you for any direct or indirect loss or damage whatsoever as a result of action taken not limited to either of closing, or restricting or suspending your card or both as aforementioned. We may tell you as soon as we can or are permitted to do so after we have taken these steps. In these circumstances, your fund might be either kept in Card or refunded in M-Pesa Account or archived until advised otherwise.

6.7. You will be able to use the Card till the expiration date and when you need to reuse the Card on the same phone number the renewal should take effect the same way you applied at the beginning. Credentials will be sent (i.e. this is for the security reasons new Card number/Expire Date/CVV). Your Card number will be valid for 30 days. Once the Card Expires all available fund excluding any pending transaction will be withdrawn back to your M-Pesa Account In future, If at that time you had used your Card until expiry and had a positive balance on the card we will automatically send you a replacement card number upon renewal and other relevant details; Any funds on your expired Card will automatically be transferred to your new card.

6.8. If your card has reached its expiration time and you have not received your new card number upon renewal, please contact us through our Customer Care Center hotline

7. KEEPING YOUR CARD SECURE

7.1. You shall treat your Card number like cash or Bank PIN. You shall keep the card number and other security information provided to you secure

7.2. You must take all reasonable care and precaution to ensure that the Card details are not lost, misleading or stolen.

7.3. If the details are stolen, you may lose some or all of your money on the Card, in the same way as if you lost cash from your wallet

7.4. We recommend that you check the balance on your Card regularly. You may see the Card balance and recent transactions for your confirmation upon any transaction at any time.

7.5. If you lose your Card details or if they are stolen, or you suspect that your Card has been used by someone other than you or your M-Pesa PIN has been compromised, you must inform us immediately through our communication channels so we can block your Card.

8. LIABILITY

8.1. In the event that you do not use your Card in accordance with these Conditions of Use or we find that you are using the Card fraudulently, in addition to any other legal actions, we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using this Card and to recover any monies owed as a result of your activities.

8.2. Like other payment cards, we cannot guarantee a Participating Retailer will accept your Card, or that we will necessarily authorize any particular transaction. This may be because of a systems problem, or something outside our reasonable control, or force majeure or because we are concerned that your Card is being misused. Accordingly, we shall not be liable in any event that a Participating Retailer refuses to accept your payment, or if we do not authorize a transaction, or if we cancel or suspend use of your Card.

8.3. Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party.

8.4. We may restrict or refuse to authorize any use of your Card in any legal jurisdiction if using the Card is causing or could cause a breach of the Condition of Use or if we suspect criminal or fraudulent use of the card.

8.5. We will not be responsible for or liable to you for any case due to

8.5.1. Any of your instruction not being sufficient and or clear(s)

8.5.2. Any failure by you to provide correct information(s)

8.5.3. Any compromise of confidentiality information where your communication is unlawfully intercepted or accessed by individual other than intended recipient where these communications are sent via the system.



- 8.5.4. Any currency exchange rate inflection that will affect your purchases during the process in subject to currency you are going to pay in exchange to our currency.

9. REDEMPTION

- 9.1. You may at any time redeem the balance in whole from the Virtual Card.
- 9.2. Any outstanding balance in the Virtual Card can be withdrawn back to your M-Pesa Account.
- 9.3. Notwithstanding upon Expiry Date, your funds are available for redemption any time before the end of the expiration Period. After the expiration period, your funds will automatically be credited to your M-Pesa Account
- 9.4. By cancelling the service, you automatically redeemed available fund in your Virtual-Card hence will be credited to M-Pesa account; unless otherwise due to any system fault fund might be unsuccessfully transferred to M-Pesa account. You will contact us for your redemption.

10. CHANGES TO THESE TERMS AND CONDITIONS

- 10.1. We may add to or change this Conditions of Use in accordance with clause 10.2. We may add new fees and charges or change existing fees and charges at any time; as a direct result of new legislation, statutory instrument, Government regulations or licenses, rates of exchange, imposition or alteration of government tax or as a result of any review of M-Pesa Limited's business planning, changes within the industry, recommendations from regulatory bodies or for such other reason as it may determine.
- 10.2. We will try to let you know in advance if we add to or change these Conditions Of Use or if we add new fees and charges or change existing ones during or after the transactions were possible. The amount and type of notice that we will give you will follow the necessary channel that apply and available at that time. (For example, we may notify you by letter, electronic mail, telephone (including recorded message or text SMS) or by an advertisement in gazette daily or weekly newspaper or in our website or any other means), you are advised also to visit our website from time to time to view the changes in case due to some unforeseen reasons you might not receive updates notification.
- 10.3. If we change or add to these Conditions Of Use and you are not happy to accept the changes, you may terminate this Agreement as per Clause 13. If you do not ask us to end this Condition of Use and still using your Card, you are deemed to accept the changes on their effective date.

11. FEES CHARGES

- 11.1. Fees: mean the amounts that are payable when lodged or top up the Card or cancelled, or closed the Card or redeemed/withdrawn fund from the Card to M-Pesa Account, all fees will be debited directly to the Card or M-Pesa Account as they arise and or deemed fit, ensure enough balance when doing this action.
- 11.2. All fees and charges will be payable to us; including all charges which will be subjected for any online purchases at any Participant Retails sale point.

12. RESTRICTIONS ON USE OF THE CARD

The Virtual Card limits will adapt the VISA restrictions during the online purchases transactions and will adapt M-Pesa transaction limit when doing any transactions affecting your M-Pesa Account. Some of the Participating Retailers might reject M-Pesa Virtual Card as per reasons beyond our control.

13. TERMINATION OF THIS CONDITION OF USE

- 13.1. We may terminate this Conditions of Use at any time at our sole discretion. Such termination shall be subject to notifying you.
- 13.2. On termination of this Agreement for any reason you must immediately redeem you outstanding positive balance in your Card and cancel or close the card

13.3. Following termination of this Conditions of Use in accordance with clauses 13.1, we will refund the available balance by debit Virtual-Card and credit onto your M-Pesa Account

14. GENERAL

14.1. We will not be liable for any delay or failure in performing any our obligations in respect of the use of the Card where such delay or failure occurs because of any circumstances beyond our service's reasonable control.

14.2. You may not vary any of these Condition of Use and you may not transfer these terms to any other person or business.

14.3. This Agreement shall be governed by and interpreted in accordance with Tanzania law.

14.4. All communications under this Agreement will be in either English or Swahili.

14.5. Customer Care

13.1.1. 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.

13.1.2. Our customer care representatives will handle the reported case(s) in accordance with our standard complaint handling procedures.

13.1.3. We may record or monitor phone calls to our Customer Care Center or any touch point with you for training purposes, to enable instructions to be verified and to assess whether our service standards are being met.

14.6. We may transfer to any other person any or all of its rights and/or obligations under these Condition of Use subject to notifying you. Notwithstanding the foregoing, your legal rights will not be affected and your obligations will not be increased as a result. You may not transfer your rights and obligations under these Condition of Use.

14.7. You agree not to bring any claim against us for damages resulting from losses, delays, misunderstandings, mutilations, duplications, any other irregularities due to transmission of any communication pertaining to the Service.

14.8. This conditions Of Use do not replace any other Terms and Condition and shall be read in conjunction with the existing M-Pesa Consumer Terms and Conditions and Vodacom's General Subscriber Terms and Conditions.

15. USE OF YOUR INFORMATION

15.1. Considering your application: The Card issued by us is the data controller. The personal information which you have provided to us may be used in the manner set out in this Clause 15.

15.2. Use and disclosure of your information: The personal information which we hold about you may be shared with and cross-checked by other businesses, fraud prevention or credit reference bureau (CRB) agencies, our suppliers, or subcontractors and anyone who introduced you to us for the below purposes:

15.1.4. To verify your identity and/or address (if any);

15.1.5. To trace debtors, recover debt, to prevent fraud and money laundering;

15.1.6. To manage and administer your Card; and

15.1.7. To carry out statistical analysis and market research.

15.1.8. In reference to Clause 14.2.4; to promote our products and services, and promote products and services of third parties we select or engage in business, which may be of interest through various channels, including your mobile number.

15.3. This information will be used by us so that we may carry out statistical research and analysis, compliance and regulatory reporting and administration in respect of the Card and in that note and in accordance with the above in relation to M-Pesa being a source of Funds. The Customer grants us and relevant third parties a royalty free right to keep a record of the information referred to above in accordance with the law.

15.4. Transfer of your information: From time to time, we may disclose or transfer information about you to previously approved persons or companies in accordance with the law. We will only do so provided such persons or companies agree to give your information the same level of protection as we are required to give it in-here and act solely on our instructions. Such transfers whatsoever will be for the purpose of managing and administering your Card and system as whole.

16. PARTICIPATING RETAILERS

16.1. Upon Customer's online purchases conducted, the Participating Retailer will validate the transaction value, in case the amount available on Customer' Card is insufficient to cover the required purchasing amount, you may either top up for your payment or the request will be rejected until full payment is done.

16.2. It might occur that a Participating Retailer may not be able to obtain authorization from us in some circumstances. If this happens we will not be responsible if you are unable to use the Card for a particular Purchase. Furthermore, we will not be liable for the refusal of any Participating Retailer to accept or honor the Card for any reason.

16.3. If a Participating Retailer becomes liable to make a refund to you, we will not credit the amount of any refund to the Card; refunds are a matter between you and the relevant Participating Retailer in your agreed means and ways. The refund will be effected to your Card or M-Pesa account once the participating retailer has refunded the amount.

17. COMMUNICATION & COMPLAINTS

17.1. If you wish to enquire more details call through our customer service hotline as stated hereinabove

17.2. If you are not satisfied with any aspect of the service offered, please contact Customer Care. They will be pleased to help and explain the complaints procedure in more detail. We will try and resolve your complaint as soon as possible. Often however, the complaint will need to be investigated. If this is the case, we will respond to you within 5 Business Days to acknowledge receipt of your complaint and we may respond to you how long it will take for your complaint to be resolved. If your complaint cannot be resolved, you will be advised accordingly

17.3. In consideration of M-Pesa Limited complying with your instructions herein, you undertake to indemnify M-Pesa Limited and hold it harmless against any loss, charge, damage, expense, fee or claim which M-Pesa Limited suffers or incurs or sustains thereby and you absolve M-Pesa Limited from all liability for loss or damage which you may sustain from M-Pesa Limited acting on your instructions or requests or in accordance with these Conditions Of Use.

17.4. 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.

17.5. Our customer care representatives will handle the reported case(s) in accordance with our standard complaint handling procedures.

17.6. 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

17.7. 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.).

17.7.1. The Complaints process is free of charge.

17.7.2. Mobile Money Complaint - If your mobile money related complaint has not been resolved to your satisfaction within 21 days of raising it with Vodacom, you have the right to raise your complaint with The Bank of Tanzania in this manner:

17.7.2.1. Step 1: Go to BoT Website: <https://www.bot.go.tz> to get the BOT Complaint Form

17.7.2.2. Step 2: Send the Complaint Form to BoT by any of the following methods:

17.7.2.2.1. By Hand: The Financial Consumer Unit Bank of Tanzania Head Office, 2 Mirambo Street, Dar Es Salaam, ground floor, Middle building.

17.7.2.2.2. By Post: The Financial Consumer Unit Bank of Tanzania P. O. Box 11884 Dar Es Salaam,

17.7.2.2.3. By Fax/ By facsimile: +255 22 2234067

17.7.2.2.4. By phone: +255 22 2233265/ +255 22 2233246

17.7.2.2.5. By Email To the attention of the Head of the Financial Consumer Protection Unit i.e.

17.7.2.2.6. complaints@bot.go.tz

17.7.2.2.7. By Website (Online) <https://www.bot.go.tz>

17.7.2.3. **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.

17.7.3. 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:

17.7.3.1. Step 1 Go to TCRA Website: www.tcra.go.tz to get the TCRA Complaint Form

17.7.3.2. Step 2: Send to the TCRA Complaint Form to TCRA by any of the following methods:

17.7.3.2.1. By Hand: The Consumer Affairs Department Tanzania Communication Regulatory Authority Mawasiliano

17.7.3.2.2. Towers, Plot No 2005/1, block C, Sam Nujoma Road, Dar es Salaam

17.7.3.2.3. By Post: The Consumer Affairs Department Tanzania Communication Regulatory Authority (TCRA)

17.7.3.2.4. Towers, P. O. Box 474, Dar es Salaam

17.7.3.2.5. TCRA-By Fax: +255 22 2412009/10

17.7.3.2.6. TCRA- By Email: complaints@tcra.go.tz

17.7.3.2.7. TCRA- By Website (Online): www.tcra.go.tz

17.7.4. 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:

17.7.4.1. Step 1: Go to FCC Website: www.competition.or.tz to get the FCC Complaint Form

17.7.4.2. Step 2: Send to the FCC Complaint Form to FCC by any of the following methods:

17.7.4.2.1. By Hand: The Fair Competition Commission, GEPF house 2nd Floor, Plot No 37, Regent Estate Bagamoyo Road, Dar Es Salaam.

17.7.4.2.2. By Post: The Fair Competition Commission (FCC) GEPF House, P. O. Box 7883, DSM, Tanzania

17.7.4.2.3. By Fax: +255 22 2926126

17.7.4.2.4. By Email: info@competition.or.tz

17.7.4.2.5. By Website (Online): www.competition.or.tz