



INTERNATIONAL MONEY TRANSFER (IMT) VODACOM TANZANIA PLC TERMS AND CONDITIONS

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Vodacom Tanzania Public Limited Company

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INTERNATIONAL MONEY TRANSFER (IMT) VODACOM TANZANIA PLC TERMS AND CONDITIONS

1. APPLICABILITY

The IMT service is a global service offered by Vodacom and other Accounts Providers that provides a mobile-centric approach to international remittances integrated with VMT.

The service allows multiple mobile service Account provider or payment service provider that has deployed a mobile wallet services, to access the international transmittal market.

The IMT service, offers Vodacom M-Pesa customers to be able to send and receive money from different countries with different Operators globally, highly focused and facilitating on send money home.

2. DEFINITIONS AND INTERPRETATION

- 2.1 **"IMT"** means International Money Transfer.
- 2.2 **"VMT"** means Vodacom/Vodafone Money Transfer
- 2.3 **"Transaction"** means the debit or credit of E-Money between subscribers and or Operator integrated with M-Pesa System.
- 2.4 **"M-PESA System" or "M-PESA"** means the proprietary cellular phone money transfer service which is marketed, managed, and operated exclusively by Vodacom in the United Republic of Tanzania;
- 2.5 **"E-Money"** means the electronic money representing an entitlement to an equivalent amount of cash monies held by the Trustee in respect of the transfer of such electronic value;
- 2.6 **"Completed Transaction"** means is when E-Money is debited from the sender's wallets and successfully credited into the Recipient's e-money account. The word "Sender" shall mean requesting customer and the word "Recipient" shall mean the customer with e-money wallet.
- 2.7 **"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
- 2.8 **"Third Party"** means a person or an entity engaged by Vodacom to support the international transfer of fund upon request via M-PESA such as transfer to, Money Gram, Western Union, Safaricom etc.
- 2.9 **"Working Days"** means Monday to Friday except Saturdays and Sundays and days, which are gazetted as public Holidays within the United Republic of Tanzania; "Working hours", means 0900-1600hrs.
- 2.10 **"M-PESA Services"** means the services provided by Vodacom for the issue and redemption of E-Money and the transfer of E-Money between Customers on the basis of Transfer Instructions including the recording of all Transactions, verifying and confirming all Transactions concluded and updating Customer Account records;
- 2.11 **"Customer Care Centre"** means Vodacom Customer Care Centre situated at Sam Nujoma Road, Mlimani City, Mlimani City Office Park, Dar es salaam or any regional Customer Care Centre;
- 2.12 **"Intellectual Property Rights"** means (i) rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (ii) rights in the nature of unfair competition rights and rights to sue for passing off; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information
- 2.13 **"Account"** means your M-PESA Account or Recipient Accounts, being the record maintained by Vodacom or third parties or Account Provider of the amount of E-Money from time to time held by you and represented by an equivalent amount of cash held by the respective Trustee on your behalf;
- 2.14 **"Transactions limits"** means governs set to Accounts that provide ability for customer to have restriction on daily, yearly transactions and storage capacity; the limits can be uplift, degraded, or capped the transaction upon yearly limit breach.
- 2.15 **"Scraping"** software used simply gathers and aggregates data from the application for use by the gathering party. Usually, the purpose is to reformat the data and display it for the benefit of the gathering party's customers. **"Robot (or "bot")", "spider" or "crawler"** is whereby a set of application used to slowdown the process in favor and benefit of the gathering party's customers or standardize/minimize customer penetration to competitive market (i.e. in favor of competitor/ gathering party) unauthorized use of data.
- 2.16 **"Account Provider" OR "Mobile Carrier"** means the different network Operators provider at sender or recipient country of origin (e.g. Vodacom Tanzania, MTN Uganda, Vodacom DRC and Burundi telecom etc.).
- 2.17 **"MTN"** means multinational mobile telecommunications network company
- 2.18 **"Conditions of Use"** means these terms and conditions as may be varied by us from time to time.
- 2.19 **"SMS"** means short message services consisting of a text message transmitted from one mobile phone to another;
- 2.20 **"Escrow"** means an agreement between two people or organizations in which money kept by a us until a particular condition is met, is when going to be delivery to recipient.
- 2.21 **"You" (or "you") and "Your" (or "your") and "you" or "your"** means the customer;
- 2.22 **"Vodacom" or "We" (or "we") or "us" or "our"** means Vodacom PLC Tanzania, Account Provider and (where applicable) the Trustee;



3. RULES OF PARTICIPATION

The participant shall be either a Vodacom M-Pesa customer or customer from Account Provider who perform an international transaction(s) from one operator or service provider to another such as Vodacom, MTN, Western Union, TransferTo, Safaricom or Money Gram; these service Account Providers shall have an electronic wallet transmission capabilities and connected to our network.

3.1 On Sending:-

The sender has to be a registered e-money account holder and use Account provider platform for IMT service, the service Account provider along with Third-part (such as TransferTo) shall accommodate customer request and facilitate the movement of information from payer to payee and both Account Provider shall handle:

- Exchange of information
- Reconciliation
- Settlement
- Management of exchange rate

Sender will initiate send money functionality from the menu 'send money abroad', which will be available on USSD and on App. Once customer select Send Money abroad, you shall select recipient country, amount in your existing currency and entering M-Pesa PIN. Make sure you confirm recipient details before completion, neither Vodacom nor service provider or recipient or third part will be liable for your mistake; Funds once transfer the chance to refund is negligible.

3.2 On Receiving:

Vodacom M-Pesa customer must be register in M-Pesa to receive money from abroad, if you are non M-Pesa registered customer, you will receive a notification via SMS to complete your registration and/or activate your account. This shall apply for other Account Provider as well.

There a grace period of 21 for **unregistered customers** allowing you to perform registration that will trigger a credited of pending fund to your e-money wallet without extra fee. In case you are not registered after 21days fund will expire and return to sender, once fund credited to your e-money wallet you shall be free to use for any transaction type such as cash out, transfer or bay by M-Pesa as specified in your Account Provider menu (such as M-Pesa Menu).

4. USAGE OF IMT SERVICES, MOBILE DEVICE, ACCOUNT OR OTHER INTERNET/DEVICES SERVICES

4.1 Share Customer details:

Based on this IMT services, you are aware, acknowledge and authorize your Account Provider or mobile carrier to share your information concerning your mobile /device to Vodacom or third part or supplier for verification of your request. That information may include not limited to names, address, Location, channel/corridor, phone number, recipient number, recipient address, and other necessary detail that might ensure security maintained and allow processing of the request.

4.2 Intellectual Property:

When you accessing IMT service by any means, the contents and all intellectual property therein (including but not limited to authors, patents, database rights, trademarks and service marks) are owned by Vodacom or third parties, and all right, title and interest therein and thereto shall remain the property of Vodacom and/or such third parties; IMT Service via M-Pesa shall be used for the purpose permitted defined in this Condition Of Use.

You may not duplicate, publish, modify, create derivative works from, and participate in the transfer of fund via IMT Service or any portion thereof for any public or commercial use without the express written consent of Vodacom. You shall not (i) use any robot, spider, scraper or other automated device to access the Service; or (ii) remove or alter any author, trademark or other proprietary notice or legend displayed on the Website (or printed pages thereof). The name Vodacom M-Pesa of the Service are the exclusive marks of Vodacom or other third parties. Other product, service and company names appearing on the Website may be trademarks of their owners.

4.3 Links To Other Sites:

The Vodacom Website may contain links and pointers to other World Wide Web Internet sites (the "Linked Sites"). Links to any Linked Site do not constitute an endorsement by or association with Vodacom or any of its affiliates. Links do not imply that Vodacom is associated with or legally authorized to use any trademark, trade name, logo or any symbol displayed or accessible through the links, or that any Linked Sites are authorized to use any trademark, trade name, logo or symbol of Vodacom or any of its affiliates. You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. Vodacom does not represent or endorse the accuracy or reliability of details or instruction, and expressly disclaims, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You agree that reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at your sole risk.



4.4 Indemnity/Consent:

In consideration of the Vodacom and or partners or supplier (third part) complying with your instructions or Requests in relation to IMT service. You undertake to indemnify Vodacom and third parties and hold them harmless against any loss, charge, damage, expense, fee or claim which the Vodacom suffers or incurs or sustains thereby and you absolve us from all liability for loss or damage which you may sustain from our action upon your instructions or requests or in accordance with these Condition Of Use.

The indemnity in this clause shall also cover the following:

- 4.4.1 **Using Accounts:** you make sure the recipient number, recipient and your details and any selection you made for this service are correct before sending. If you provide us with incorrect details and due to this you aware and acknowledge that, money might be credited to the wrong account and may not be recovered. Vodacom may rely on information you provide and may rely solely on the Account numbers and identifying numbers that you provide for identifying an Account (beneficiary) and/ or Recipient's Account number.
- 4.4.2 **Fund Transfer:** you agreement with the Account Provider governs or transactions limits based on tier receiver's rights, liabilities and fees (including fees to transfer cash out of an Account), and the Account Provider may impose its own restrictions regarding funds availability, limits that may be transferred to or held in an Account. The receiver if not registered will receive a notification for registration hence will when will be to utilize the received funds. By initiating a transaction from an Account; You (i) affirm You are the owner of the Account and have authority to initiate the transaction and (ii) authorize Vodacom and affiliated parties to initiate electronic debits and credits to Your Account to process and correct errors or if a transaction cannot be completed.
- 4.4.3 **Transaction restriction:** You hold Vodacom and third parties or supplier harmless and not liable incase failure to debit or credit your Account in accordance with these Condition of Use, also where:
 - 4.4.3.1 You do not have enough money available in Your Account;
 - 4.4.3.2 Sender or recipient Account is closed or withdrawals restricted;
 - 4.4.3.3 The transaction exceeds limitations imposed by your Account Provider;
 - 4.4.3.4 Circumstances beyond Vodacom's control (such as flood, fire, power outages, mechanical or system failures);
 - 4.4.3.5 Your Account Provider does not honor a transaction, the transaction is not processed or the transaction is returned by your Account Provider;
 - 4.4.3.6 Your instructions are lost or delayed in transmission to or from Vodacom/Account Provider;
 - 4.4.3.7 Vodacom fails to process your transaction because of a reasonable security concern or the Service option has been discontinued or suspended, or Vodacom otherwise advises you that your request will not be processed; and
 - 4.4.3.8 Other exceptions allowed by law.

5. FEES/CHARGES

- 5.1 Service charges will be set uniquely per each corridor/destination; and can be tiered, flat rate, percentage-based (spread), combination, or any format as verified and reviewed from time to time;
- 5.2 In additional to transaction fees set a Currency exchange rate will applied, Vodacom or Account provider shall set exchange rate as per existing market price within defined interval.
- 5.3 Your Account Provider will deliver the fund in your Account though Vodacom will keep any difference between the currency exchange rate given to you and the amount you received and the fund credited at your home currency as specified by your Account Provider.
- 5.4 Exchange rate will be updated either in daily, weekly or monthly basis, and you will encore exchange rate charges during the transactions,
- 5.5 You shall be responsible to accommodate other charges such as Tax, levies and any governmental charges as introduced by its organs or as per law of origin countries as varies from time to time; hence, therefore charges are non-refunded once you utilize the service.
- 5.6 Account Provider may impose additional fees on an Account. Vodacom accepts no responsibility to you or any Account holder for any fees imposed by an Account provider. The Account provider may convert the funds at its own currency exchange rate or reject the transfer.
- 5.7 Your Account in this Condition of Use are for personal or individual use only and not for use by or on behalf of any business or legal entity. Vodacom will not be responsible for any such transactions and harmless for any charges you may incurred or in case of clause 5.5.

6. CUSTOMER SUPPORT

- 6.1 You shall report all your queries or complaints, suggestion, or recommendations through our contact channels Customer Care Center by dialing 100/ 101 or Service Account Provider from your country of origin.

7. GENERAL

- 7.1 We have a right to reject or accept your request with or without informed you in advance hence by initiating the request with our platform either intentionally or with negligence you are legal bound and agreed with these Condition Of Use including M-Pesa Consumer Terms and Condition as published or amended from time to time.
- 7.2 Vodacom shall use reasonable efforts to maintain access to its Network and the M-PESA System throughout but Vodacom does not warrant that they shall be functioning and/or available at all times. Such access is not fault-free and may affected by factors outside Vodacom's control such as atmospheric conditions, type of customer's equipment in use, physical or topographical features, and radio frequency interference, third party services the participant uses on the Network or compliance with Applicable Law. Access to the M-PESA services may temporarily interrupted at a time of upgrading, maintenance and other works that may be required. Vodacom shall not be liable for all transactions affected by circumstances in this provision.



- 7.3 Vodacom shall not be liable for any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill, any loss of or corruption to data and any indirect or consequential losses, regardless of whether they were contemplated by any of the Parties when this Conditions of Use were entered into. The participants retain responsibility for compliance with the Tanzania regulatory and or Account Provider regime and Vodacom is not liable for any regulatory fines or penalties imposed on, or third party claims made against the participants in this respect.
- 7.4 **CONSUMER FRAUD ALERT:** PROTECT YOURSELF BE CAREFUL WHEN A STRANGER ASKS YOU TO SEND MONEY, OR ASK YOUR PASSWORD/SECRET PIN (DO NOT SHARE PASSWORD/PIN) MAKE SURE YOU VERIFY THE INFORMATION BEFORE SENDING. IMT services is not an escrow service kind off, and sender and receiver agree not to use Services for escrow purposes.
- 7.5 You shall not vary any of these Conditions of Use and you shall not transfer these terms to any other person or business, though we may do so when deemed fit in our discretion.
- 7.6 These Conditions of Use are governed and interpreted in accordance with the laws of the United Republic of Tanzania
- 7.7 All communications under these Conditions of Use shall be in either English or Swahili.
- 7.8 We may record or monitor phone calls to our Customer Care Center or any touch point for training purposes, or review of the service, assessed on whether our service standards is being met.
- 7.9 Any disputes with respect to what constitutes Complete Transactions will not entertained.
- 7.10 These Conditions of Use shall be read in conjunction with the existing Vodacom's M-PESA Consumer Terms and Conditions and Vodacom's General Subscriber Terms and Conditions save where there are inconsistencies or overlap these Conditions of Use shall take precedence.
- 7.11 **Dispute Resolution:** If a dispute arises out of or in connection with these Conditions of Use, any Party may call a meeting for resolving such dispute by giving the other Party not less than seven (7) days' written notice. Each Party shall use its best efforts to ensure its representatives attend such meetings. The members of the meeting shall endeavor in good faith to resolve such dispute. If any dispute referred to a meeting is not resolved at that meeting, then the dispute must referred to a court of competent jurisdiction to adjudicate the same. All disputes gathering resolution table shall made available and held in Tanzania mainland.
- 7.12 Services are directed solely to persons 18 years and over you and receiver represent that your use of Services does not violate this Agreement or any law, including, without limit, laws relating to money laundering, illegal gambling activities, support for terrorist activities or fraud law from country of your origin where your Account Provider exist. Information you provide Vodacom shall be truthful and complete. You shall indemnify Vodacom/Account Providers and its Third Parties will not be liable for any losses of any kind (including attorney fees) arising out of any Agreement breach by you or Receiver. Vodacom reserves the right to change Services without notice. Vodacom and its Account Providers may refuse to provide Services to any person with or without give reasons.
- 7.13 All parties shall strictly comply with Anti-Corruption, Anti Money Laundering and Anti-Terrorism Laws and Regulations (CMT) including The South Africa Prevention and Combating of Corrupt Practices Act 2004, The UK Bribery Act 2010, The US Foreign Corrupt Practices Act and the Tanzanian Prevention and Combating of Corruption Act, 2007. No party shall allow movement of money through the M-PESA System, which is, forms part of the proceeds of any crime, or is intended to facilitate, aid or finance the commission of any crime, which comes to its attention. Vodacom will monitor and report to the relevant authorities and act accordingly as provided by law and its internal related policies against any suspicious activity in relation to payments made to or from the M-PESA Services.