

International Money Transfer Terms and Conditions

Airtel Money Customer Terms Of Use

1. AGREEMENT

This agreement contains directives governing the use of the Airtel Money Services the acceptance of which constitutes a binding contract between yourself and Airtel Money Tanzania Limited. Upon registration as a customer by signing the Registration form you agree to abide to these terms of use and to be bound by all existing and subsequent general terms and conditions (the "General Terms and Conditions") with respect to the use of such other services as may from time to time be made available to you by us.

2. DEFINITIONS

In these terms, the following terms and expressions shall, unless the context otherwise requires, have the following meanings:

"Account" means a Customer's Airtel Money Account being the record maintained by Airtel Money Tanzania of the amount of E-Value held by the customers and represented by an equivalent amount of cash held by Airtel Tanzania in the settlement account on the customer's behalf.

"Active" means, in relation to a SIM Card, that services for which it enabled are conducted through it on a regular basis.

"Agreement" means this agreement that contains the terms of use together with the registration Form.

"Balance" means the amount of E-value from time to time standing to the credit of your account.

"Bank Airtel Money Instruction" means a Airtel Money instruction authorizing and instructing a bank connected to the Airtel Money system to debit from your bank account held at such bank and credit the settlement account with specified amount for the purchase of equivalent amount of E-Value to be credited to your account.

"Cash-in Fee" means fee payable to dealer in each Cash-in Transaction.

"Cash-in Transaction" means the process of paying cash to a dealer for the purchase of E-value to be credited to your account.

"Cash-out Fee" means the fee payable to a dealer for each cash out transaction.

"Cash-out transaction" means the process of redeeming E-value from your account for cash from a dealer.

"Confirmation SMS" means an SMS containing a summary of the transaction the transaction details which is delivered to both originating party and recipient upon successful conclusion of the relevant Airtel Money Transaction.

"Credit Transaction" means any transaction which results on your account being credited with E-Value.

"Customer" means you and every other person in whose name and account is registered for the Airtel Money services.

"Customer Care centre" means Airtel Tanzania's customer care centre located at corner of A.H Mwinyi Road and Kawawa Road, Moroccco whose contact details are specified in the Airtel Money User Guide or other regional customer care operated by Airtel.

"Dealer" means any person registered by Airtel Tanzania to provide Airtel Money services.

“Debit” means the movement of E-Value out of your account.

“Debit Transaction” means any transaction results in a debit.

“Default PIN” means the four digit pin code issued to you upon registration to be used once for the purpose of activating your Account and which for security purpose you must change to a PIN immediately thereafter.

“E-Value” means the electronic value recorded in a customer’s account, such electronic value represents the customer’s sentiments to an equivalent amount of cash amount held in settlement Account.

“Fees” means the transaction fees and other charges payable under this agreement for the Airtel Money services.

“Good/services” means such goods/services as may be purchased from Airtel Money retailers using E-value and the Airtel Money system.

“Mobile Phone” means your mobile phone handset

“MSSIDN” means the [mobile station identification number] issued to you with SIM card and a corresponding identity number in PUK for accessing Airtel Money network.

“ID Number” means your Tanzania national identity card number or your passport number.

“Inactive” means, in relation to a SIM card that services for which it is enabled have not been conducted through it for a period of 3 consecutive months.

“Mobile equipment” means your mobile phone and a SIM card and/or other equipment which when used together enables you access Airtel Money services.

“Nick-name” unique 3-7 character name to be used to protect the customer’s privacy and enhance security. The customer can create and change the Nick-name any time.

“Originating Party” means a customer or dealer who initiates a Airtel Money transaction whereby E-value is transferred to a recipient.

“Payments” means money paid to a dealer for the purchase of an equivalent amount of E-value credited to your account.

“PIN” means a four digit personal identification number being the secret code you choose to operate your account.

“Pre-Paid airtime” means mobile phone calling credit on the Airtel network.

“Recipient” means a customer or dealer designated by originating party to receive E-Value.

“Registration Form” means the structured registration form containing required details for and acceptance of these terms of use for you.

“SIM Card” means the subscriber’s identity module which when used with appropriate mobile equipment enables you to access Airtel Money services.

“SMS” a short message services consisting of a text message transmitted from one MSSIDN to another.

“Terms of use” means the terms and conditions contained in this agreement as may be varied by us from time to time.

“Transaction fee” means the actual charges for use of the Airtel Money services as published by from time to time in the tariff guide [or Airtel Money Tanzania website].

“Transaction ID” means the unique recipient number issued with each Airtel Money Transaction which is used to track and identify all Airtel Money transaction carried out on your account.

“Tariff Guide” means the document setting out of the transaction of the Airtel Money fees payable for use of the Airtel Money services as published and updated from time to time.

“Settlement Account” means the bank account maintained by Airtel Money Tanzania into which all payments are made and held by Airtel Money Tanzania on behalf of customers.

“Airtel Money Network” means [Global system for mobile] operated by Airtel Tanzania and covering those areas in Tanzania as stipulated from time to time by us.

“Airtel Money instruction” means instruction given via SMS to Airtel Money for the transfer of E-Value from one customer to another or otherwise to affect a Airtel Money transaction.

“Airtel Money Retailer” means a seller of Goods and/or services who accept the E-Value in payments for such goods and/or services.

“Airtel Money System” or “Airtel Money” means a system operated by Airtel Tanzania providing the Airtel Money services.

“Airtel Money User Guide” means the document describing the AIRTEL MONEY system and its use “we” or “us” or “our” means Airtel Money Tanzania “you” or “your” means the customer.

3. ACCOUNT APPLICATION & REGISTRATION

- 3.1 The Airtel Money Services are available to any mobile Phone user connected to the Airtel Network in Tanzania with active SIM Card.
- 3.2 You may apply for registration of only one account.
- 3.3 You may register for the Airtel Money services with any Dealer in Tanzania by completing signing and submitting to the dealer the registration Form.
- 3.4 At the time of submitting the registration form you will be required to provide your mobile form number (MSSIDN), your ID number and either your original National Identity Card or Passport and, if applicable, your certificate of incorporation (“the identification documents”).
- 3.5 All information provided must be accurate in all respects.
- 3.6 The dealer will review your application including your registration form to ensure that all mandatory fields are completed and will identify your ID number against the Identification Documents and take photocopies of the identification Documents submitted.
- 3.7 We may decline your application at our sole discretion.
- 3.8 We may refuse to open an account for you if we are not satisfied with proof of your identity.
- 3.9 Upon registering with a dealer for an account the dealer will issue you with a new SIM card (If required) and Airtel Money will provide you with a default PIN.
- 3.10 Upon successful registration with Airtel Money you will receive a welcome SMS confirming the creation of your account.

3.11 Once you register and activate your account by the input of your default PIN you will be required to choose a secret PIN after which you will be entitled to use the Airtel Money services by affecting a payment.

4. AIRTEL MONEY SERVICES

4.1 The Airtel Money Services are made available to you subject to these terms of use and the following conditions:

4.1.1 Whilst Airtel Money Tanzania will ensure that you are able to use the Airtel network to access Airtel Money services within the coverage area, we don't guarantee that the Airtel Money service will be available all time and we will not held responsible or liable in any way for any loss whatsoever arising as a consequence of any non-availability of the Airtel Money services. By accepting these conditions of use you acknowledge that the Airtel Money services are not fault free and that there are certain circumstances and factors including (but not limited to) acts of God, geographical topography, weather conditions, maintenance or rectification work on the Airtel network which may interfere adversely with the quality of and provision of Airtel Money services.

4.1.2 The SIM card will at all times remain the property of Airtel Money Tanzania and is issued to you subject to these terms of use. In event of damage to or loss or theft of your SIM card, you are obliged to inform us immediately of such, damage, loss or theft by calling customer care centre. We will then disable such damaged, lost or stolen SIM card in order to prevent further use of Airtel Money services until such time as the same has been replaced or repaired. A replacement or repair fee may be applicable payable by you upon such replacement or repair being affected. You will be held responsible for all Airtel Money transaction affected to the time of receipt by us of your notification of the damage , loss, injury or theft and hereby you indemnify us against any claims made in respect of any Airtel Money Transactions affected using mobile Phone/SIM Card prior to such notification being received by us.

4.1.3 The confidentiality of your communication via Airtel Network is not guaranteed. You are advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by individuals other than the intended recipient. We cannot and we will not accept any liability for any loss, injury or damage whether direct or consequential arising of any compromise of confidentiality.

4.1.4 For International Money Transfer service, you accept and confirm that we may disclose or receive personal information or documents about you.

4.1.4.1 To and from any local and international law enforcement or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of criminal activities or fraud.

4.1.4.2 To and from our service providers, dealers, agents or any other company that may be or become our subsidiary, parent company or partner, for reasonable commercial purposes connected to your use of mobile services or Airtel Money services, such as marketing and research related purposes.

4.1.4.3 To facilitate our ability to carry out any activity in connection with a legal, governmental or regulatory requirement.

4.1.4.4 To our lawyers, auditors or professional advisors or any court or arbitration in connection with any legal or audit proceedings (notwithstanding that any such proceedings may be of public nature).

4.1.5 You must comply with any instructions that we may give you from time to time in connection with the Airtel Money services.

4.1.6 Your calls, emails or SMS's may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorized use of telecommunications system and detection and prevention of crime.

4.1.7 You will be required to pay calls, emails and SMS's made using your Mobile Phone and SIM Card in accordance with the application tariffs.

5 SUSPENSIONS, DISCONNECTION & CLOSURE OF ACCOUNT & SERVICES

5.1 We may suspend, bar, restrict or terminate the provision of the Airtel Money services (in part or in whole) and/close your account without any liability whatsoever and without notification to you in the following circumstances:

5.1.1 If you are declared to be bankrupt or insolvent or otherwise unable to pay your debts as and when they fall due or upon the filing of any application or proceedings (whether voluntary or involuntary) for winding-up, bankruptcy, insolvency or relief from creditors.

5.1.2 If we are aware or have reason to believe that your Mobile equipment, MSSIDN or PIN used in connection with the Airtel Money services is/are being used in unauthorized, unlawful or improper or fraudulent manner or for criminal activities (or has been used previously).

5.1.3 If any law enforcement or other competent regulatory or governmental agency or authority initiates investigation or other regulatory or enforcement proceedings against you or for any other reasons which, in a reasonable judgment of Airtel Money Tanzania will cast doubt in the reputation of Airtel Money Tanzania.

5.1.4 If you do not comply with any of the conditions, regulations and instructions relating to the use of Airtel Money services including these terms of use.

5.1.5 If you notify us that any of your Mobile Equipment has been lost or stolen or your PIN has been lost or disclosed to any other person.

5.1.6 Upon receipt of your request to close your Account.

5.1.7 If you do or permit to be done anything with your Mobile Phone which we think may damage or affect the operation or security of the Airtel Network or the Airtel Money Services.

5.1.8 If your SIM Card becomes Inactive.

5.2 Where the Airtel Money Services have been suspended, disconnected or terminated or where your account has been closed, any balance standing to the credit of your Account will be repaid to you in cash upon you presenting yourself at the customer care centre and only after production of satisfactory evidence of your identity.

5.3 We will not be responsible or liable to you in any way for any direct, indirect, consequential or special loss or damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute, if we close or suspend your account pursuant to this clause 6.6. FEES

6.1 The Tariff Guide is available from the customer care centre, the Dealers as well as in Airtel Tanzania's website.

6.2 The transaction fees as published from time to time are payable to Airtel Money Tanzania for each Airtel Money transaction effected from your Account which will be deducted automatically from your Account by Airtel Money on conclusion of each Airtel Money Transaction and you will receive a Confirmation SMS containing a summary of the Airtel Money Transaction concluded and details of the new balance in your Account.

- 6.3 Any Airtel Money Transaction involving a redemption of E-Value from your Account in exchange for corresponding payment of cash into a bank Account are subject to such additional fees or charges (the Bank charges) as may be specified from time to time by the relevant bank [with whom the said bank account is held and such bank charges will be deducted in a manner similar to the Transaction fees as paid to the bank].
- 6.4 Transaction Fees include Value Added Tax but are subject to other applicable levies and taxes at the prevailing rates.
- 6.5 Dealers are entitled to charge Cash-in fees and Cash-Out Fees which are payable by you to the Dealer. Airtel Money Tanzania will recommended Cash-in Fees and Cash-Out Fees in the tariff Guide for the customer's reference and guidance only but which shall not be binding on the Dealer and are subject to negotiation between the customer and dealer.

7. AIRTEL MONEY TRANSACTIONS

- 7.1 Your account will be credited when you purchase E-Value or when E-Value is transferred to your Account by another customer.
- 7.2 All Debit Transactions will be effected by Airtel Money Instructions authorized with a PIN or by such other method we may prescribe from time to time.
- 7.3 You may not affect any Airtel Money Transaction if you do not have sufficient E-Value in your Account to meet the value of the Transaction and all applicable Fees in respect thereof.
- 7.4 After successful registration of your Account, you will be able to effect the following transactions:
- 7.4.1 Effect a Credit Transaction by receiving a Payment or inbound credit transfer .The Airtel Money system will credit your account accordingly.
 - 7.4.2 Effect a Debit Transaction by sending Airtel Money Instructions for:
 - 7.4.2.1 The redemption of E-Value from your Account for cash at any Dealer.
 - 7.4.2.2 The transfer of E-Value from your Account to another Customer's account [using either their phone-number or a nick-name] and specifying the Amount to be transferred.
 - 7.4.2.3 The purchase of Pre-Paid Airtime using E-Value from your account either for yourself or for another customer.
 - 7.4.2.4 The redemption of E-Value from your account for the credit of an equivalent amount of money to any bank account compatible with Airtel Money.
 - 7.4.2.5 The purchase of Goods and/ or Services from Airtel Money Retailers by transferring E-Value from your account to the Airtel Money retailer's account in settlement of goods and/services purchased.
- 7.5 After successful registration of your account, you will also be able to use Airtel Money to:
- 7.5.1 Request Activity Reports of your Airtel Money Account.
 - 7.5.2 Check the balance of your Account and your bank account [if compatible with Airtel Money].
- 7.6 After the successful conclusion of each Airtel Money Transaction both the recipient and the Originating Party will receive a Confirmation SMS containing a unique Transaction ID an updated balance of their

respective Accounts and /or bank account. The Airtel Money System records will be taken as correct unless the contrary is proved.

7.7 Every Transaction given using the PIN will be charged to your Account. You acknowledge that, unless and until Airtel Money Tanzania receives notice from you that your PIN is no longer secure and/ or that your Mobile Equipment has been lost or stolen, Airtel Tanzania may rely on the use of PIN as conclusive evidence that a Debit Transaction has been authorized by you, even if it is actually not made without your authority. Airtel Money Tanzania will not require any written confirmation of any Airtel Money instruction.

7.8 It is your responsibility to verify the accuracy of all information entered in connection, with Airtel Money instructions (including, but not limited to, the transaction Amount, Nick-name, and Recipients Phone number, name, Bank account number and branch code) before sending the execution command for a Airtel Money Transaction to the Airtel Money system. Airtel Money will not be able to reverse or charge-back any Airtel Money Instruction for any reason, including in the event of any dispute with any other Customer or Dealer or other person or between the originating Party and Recipient. You alone will be responsible for settling all such disputes without recourse to Airtel Tanzania and Airtel Money.

8. SECURITY AND UNAUTHORISED USE OF YOUR AIRTEL MONEY ACCOUNT

8.1 Only one PIN can be linked with only one account at any one time.

8.2 Only you may use your Mobile Equipment, PIN and Nick-Name.

8.3 You are responsible for the safekeeping and proper use of your Mobile Equipment and keep your Default PIN, PIN and Nick-name safe, secret and secure, and for all Airtel Money Transaction in connection with your account using your PIN.

8.4 Whilst you may be required to identify yourself using your Nick-name, you must not disclose your PIN to any person including the staff at the customer Care centre.

9. CUSTOMER RESPONSIBILITIES

9.1 You will be responsible for all applicable Fees of any Airtel Money Transaction effected using your PIN, including calls made on Airtel network using the Mobile Equipment whether those calls were made by you or by someone else with or without your authority or knowledge, and for all cash-out fees and Bank Charges.

9.2 You are solely responsible for all transmitted material and/or communication which may be classified as defamatory, illegal or in breach of any copyright and you will indemnify and keep us indemnified against all claims made against us in respect thereof and any liability or expenses incurred or suffered by us as a result thereof.

9.3 You must not use Airtel Money services to commit any offence.

10. OUR RESPONSIBILITIES

10.1 Airtel Money Tanzania hereby declares that it holds all payments [and other monies received into the settlement account] with respect to the purchase of E-Value credited to your account (the settlement Sums) on settlement for you and for your benefit such that you shall be beneficially entitled to all those settlement Sums equivalent to the balance standing to the credit of your account. You agree that Airtel Tanzania may treat the records of the Airtel Money system, as conclusive evidence of the Amount of E-Value at any time standing to the credit of your account and Airtel Money Tanzania is not bound to make any independent investigation of your beneficial entitlement to the settlement Sums. You further acknowledges that, in relation to any payment to you in respect of your entitlement to settlement Sums,

we may act on instruction given by you using your PIN, or instructions purported to be given by you using your PIN, even if they are actually given by a third party.

10.2 You acknowledge that Airtel Money Tanzania shall have no obligation to invest the settlement Sums other than by way of holding the same in settlement account. You further acknowledge that, to the extent that any interest accrues on the settlement sums, you shall have no beneficial entitlement to such interest and Airtel Money Tanzania shall be entitled to retain such interest for its own use, whether to defray its costs and expenses those operating the Airtel Money system or to pay the same to such charitable cause(s) as Airtel Money Tanzania shall in its absolute discretion determine, or otherwise.

11. LIABILITY AND EXCLUSIONS

11.1 In the event that we are compelled to change or reassign your telecommunication numbering to meet regulatory requirements or for any other reasons our liability may be limited to retaining your account, and where possible, transferring your Account to a new MSSIDN, failing which will be paid a Balance standing to the credit of your account in cash.

11.2 To the maximum extent permissible by law we exclude any warranties of all kinds, either express or implied.

11.3 All Dealers are independent outlets authorized by Airtel Money Tanzania to provide Airtel Money services and non-agency relationship exists between Airtel Tanzania and dealers and Airtel Tanzania accordingly bear no responsibility or liability for any default or negligence on the part of the Dealers in providing the Airtel Money services.

11.4 We are not liable for any loss which you may suffer unless it is directly caused by our negligence or by us deliberately acting wrongly. If we do not act negligently or wrongly, Airtel Money Tanzania will only be liable for the amount of the loss a normal customer in your position would have suffered and not only the loss resulting from your particular circumstances even if we know that your circumstances are unusual.

12. VARIATIONS

12.1 We reserve the right to vary at any time and without prior notice these terms of use and/ or and the fees.

Variations be notified by way of advertisement in a daily newspaper, SMS, or on Airtel Money Tanzania's website and/ or by using any other suitable means And you shall be deemed to have been notified of any such variation even if the same may not have actually come into your attention.

12.2 By continuing to use Airtel Money services you shall be deemed to have agreed to variations contemplated in clause 11.1 above. If you do not accept any such variations then you must not effect any Airtel Money instructions otherwise you will be deemed to have accepted such variations.

13. MISCELLANEOUS

13.1 This agreement (as from time to time amended) constitutes a legally binding agreement binding on you and your successors or personal representatives and assigns.

13.2 This agreement may not be assigned to any other person.

13.3 No failure or delay by either Airtel Money Tanzania or the customer in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

13.4 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

13.5 If any provision of these terms of use shall be found by any duly appointment arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceability, the rest of the terms and conditions shall remain in full force and effect.

14. REPORTS & STATEMEN

14.1 You may request the following Airtel Money activity reports (“Activity Reports”) using your mobile equipment:

14.1.1 Your account’s current balance. 15.1.2 Details of the last 2 Airtel Money transactions initiated from your mobile equipment.

14.1.2 The current status of a Airtel Money transaction initiated from your mobile equipment. 15.1.4 Details of the previous days Airtel Money transactions initiated from your mobile equipment.

14.1.3 A summary of the Airtel Money transactions initiated from your mobile equipment on a particular day.

14.1.4 A summary of the Airtel Money Transactions initiated from your mobile equipment during the last month.

14.2 Activity reports will not be sent in printed format but may be delivered to you either by SMS or by email at your option.

15. FAILURE OR MALFUNCTION OF EQUIPMENT

We are not responsible for any loss from any failure, malfunction, or delay in any mobile network, mobile phones, the internet or terminals or any supporting or shared network resulting from circumstances beyond our reasonable control.

16. GENERAL

16.1 You must pay all our expenses in recovering any amounts you owe us including legal fees, collection fees and tracing fees.

16.2 We will not be responsible to you for any indirect, consequential or special damages or losses arising from any act or omission by us or any third party for whom we are responsible and whether arising in contract or statute.

16.3 You must notify us immediately of any change of your details sent out in your registration Form.

16.4 You agree that your information, including your personal information, your conversation with customer care centre and your Airtel Money transaction will be recorded and stored for record keeping purposes for a period of not less than three (10) years from the date your account is closed.

16.5 All copyrights, trademarks and other intellectual property rights used as part of Airtel Money services or contained in our documents are owned by Airtel Money Tanzania or its licensors. You agree that you acquire no rights there to.

16.6 We are entitled to send information to you via SMS to the contact mobile phone number specified in your registration form.

16.7 You must send all notices, legal or otherwise, to us at the following address, or such other address as we shall specify from time to time: Airtel Money Tanzania, Airtel House, Corner of Ali Hassan Mwinyi & Kawawa Roads P.O Box 9623 Dar es salaam, United Republic of Tanzania.

17. RESOLUTION OF DISPUTES

- 17.1 This agreement is governed by the laws of the United Republic of Tanzania.
- 17.2 Airtel Money customer complaints related to queries shall be resolved within twenty one (21) days and consumer has the right to refer unresolved complaints Bank or the Fair Competition Commission or the Tanzania Communication Regulatory Authority as the case may be.
- 17.3 In the event of any dispute or difference arising out of or relating to breach of this Agreement, the Parties shall use their best endeavour to settle it amicably; by consulting and negotiating with each other in good faith and understanding of their mutual interests to reach a fair and equitable solution satisfactory to both Parties.
- 17.4 If the Parties fails to amicably resolve their dispute, controversy, claim or difference through such mutual consultation and/or discussion as referred to in clause 18.2 hereinabove, shall refer the matter to any Court of competent jurisdiction in the United Republic of Tanzania for adjudication and determination.