

## TERMS AND CONDITIONS

The MTN Mobile Money Service is subject to the terms and conditions outlined herein and as shall be amended from time to time. These rules are binding on customers using MTN Mobile Money products and services.

### 1. THE AGREEMENT

Before performing any transaction through the Mobile Money Service, you must know and understand the terms and conditions ("rules") for using your Wallet as they are set out in this document. You are required to keep these rules as they are a binding agreement between yourself and MTN Rwandacell Limited. When you apply for a Mobile Money Service you agree to be bound by and to conduct yourself in accordance with these rules.

### 2. WHAT WE MEAN

The following definitions relate to these terms and conditions:

- 2.1. "Mobile phone" means a GSM terminal connected via a GSM radio link to the Mobile Telecommunications Network (MTN).
- 2.2. "Credit/Cash-in" means depositing funds in your Wallet.
- 2.3. "Debit/Cash-out" means the movement of funds out of your Wallet.
- 2.4. "E-money issuer" means MTN, a payment service provider authorized to issue e-money under the Regulations governing e-payment.
- 2.5. "GSM" means the Global System for Mobile communications as defined in the European Technical Standards Institute's list of specifications.
- 2.6. "Guardian" means a parent or legitimate guardian to a minor who wishes to open a Mobile money wallet.
- 2.7. "Agent" unless defined otherwise in the regulation of the Central Bank governing agents, means a person providing services of an e-money issuer to the customers on behalf of the e-money issuer under a valid agency agreement.
- 2.8. "Inactive wallet" means a Mobile money wallet which is or has been inactive for a period of six (6) months, counted from the date of last transaction.
- 2.9. "Dormant wallet" means a Mobile money wallet that remains inactive for a period of six (6) months, counted from the date of last the notification of such inactivity and in total of twelve (12) months of inactivity.
- 2.10. "Unclaimed funds" means the money that remains unclaimed in the wallet for a period of 5 years from the date of last transaction.
- 2.11. "MTN Rwanda Website" refers to the website address <http://www.mtn.co.rw>

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- 2.12. "Mobile Money" refers to the mobile financial services product through provision of a mobile phone Wallet that enables customers to carry out various payment transactions from their mobile phones.
- 2.13. "Cash" means the lawful currency of the Republic of Rwanda.
- 2.14. "MTN Rwanda" refers MTN Rwandacell.
- 2.15. "Partner Banks" refers to KCB, I&M, Bank of Kigali, ZIGAMA CSS, Equity Bank, GTBank, Vision Finance, BPR, Unguka, Cogebanque, Access Bank, NCBA & Amasezerano or any other Bank that may be signed on to the Mobile Money Service from time to time.
- 2.16. "Person" means a natural person or legal entity.
- 2.17. "PIN" means Personal Identification Number being the secret code you choose for your transactions without which Wallet transactions cannot be executed.
- 2.18. "POS" means a Point of Sale device (Tap and Pay) which is used for Mobile Money transactions.
- 2.19. "RWF" means Rwandan Francs, being the transacting currency acceptable under this agreement.
- 2.20. "Services" refers to the services provided by us relating to your Mobile phone to enable you to use MTN Mobile Money.
- 2.21. "SIM Swap" means the process of replacing an existing SIM with a new one or moving the existing number to the new SIM.
- 2.22. "SMS" means a Short Messaging Service consisting of a text message.
- 2.23. "Wallet" refers to a customer's Mobile Money transactional account which is accessed primarily through their mobile phone.
- 2.24. "Wallet holder" refers to the person in whose name the Mobile Money Wallet is registered.
- 2.25. "We" or "Us" refers to MTN Rwandacell.
- 2.26. "You" or "Your" or "Customer" means the Wallet holder.

### 3. THE MOBILE MONEY SERVICE

- 3.1. The Mobile Money service enables MTN Rwanda subscribers to carry out various financial transactions from their mobile phones, or through any Mobile Money Authorized Agents. These transactions include but not limited to mobile to mobile money transfers, bill payments, deposits, withdrawals, and airtime purchases or any other services that may from time to time be provided to you.
- 3.2. Mobile Money Wallets are opened on MTN Rwanda Network and this service is currently available to anyone who meets requirements set by MTN Rwanda and the Central Bank of Rwanda. The Mobile Money user commits to use Mobile Money only on MTN Rwanda network or on International Roaming unless otherwise notified by MTN Rwanda.

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#### 4. APPLICATION FOR WALLET

- 4.1. You can only apply for a Wallet if you are an active MTN Rwanda subscriber. Rwandan citizens with a valid National ID Card, Passport or national driving license may apply for a Mobile Money Wallet. The wallet owner ascertains that any information provided to MTN is true and accurate and that he/she may be requested to provide any additional information that is required from time to time failure will result in suspension or closure of the wallet.
- 4.2. Foreigners wanting to benefit from this service will be required to present an original valid passport, a laissez Passer, or a letter from their employer confirming employment and or a valid Employment visa. All information you provide must be complete and accurate
- 4.3. Persons below the age of 16 (minors) can open a Mobile Money Wallet with a Guardian. The Guardian will have to provide some information on a Guardian form.
- 4.4. If we believe that the information provided by an MTN subscriber is not sufficient proof of your identity, we are entitled to decline your application to open a Wallet.

#### 5. FEES AND OTHER CHARGES

MTN shall charge you fees for use of the Mobile Money service. The details of the applicable fees for the various Mobile Money services and products are available at all MTN Rwanda Service Centers, from authorized Mobile Money Agents, by contacting our Call Centre on 100, or by accessing the MTN Rwanda website (<http://www.mtn.co.rw>).

#### 6. TRANSACTING / LIMITS

- 6.1. To manage your money safely there are transactional and daily limits on your Wallet. You can only transact within the daily limits approved by the Central Bank from time to time.
- 6.2. You may access the available funds in your Wallet at any time using your mobile phone. While we will perform the services and carry out our obligations under these terms and conditions with all due diligence and efficiency in accordance with the generally accepted techniques and practices commonly recognized by the industry, we acknowledge that the Service is not fault free and the quality and availability of the Service may be affected by factors outside the control of MTN such as local geographic or physical obstructions, atmospheric conditions and other causes of radio interference as well as faults in other telecommunication networks to which the Network is connected or dependent.

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- 6.3. You must authorize your transactions with a secret PIN that you create when you apply for the Mobile Money service, or by such other method we may prescribe from time to time.
- 6.4. You must always check the balance on your Mobile Money wallet before and after authorizing and or initiating any transaction to ensure that your balance reflects the initiated and or authorized transaction. After every transaction, a notification will be sent to the Customer.
- 6.5. You must at all times count the cash received and confirm your balance immediately after a cash out transaction.
- 6.6. You must always confirm your balance immediately after a cash in transaction.
- 6.7. Wallet holders shall not withdraw, transfer or make any payments that are above the daily transactional limits. Should you exceed any of these limits, your transactions will be declined.
- 6.8. In addition to 6.4 the monthly balance on your Wallet may at no time exceed the prescribed Central Bank limit.

## 7. SECURITY AND UNAUTHORIZED USE

- 7.1. You are required to select a confidential PIN during registration. This PIN is mandatory for the use of all Mobile Money features in such a manner that no transaction could be effected without entering and validating this PIN. You have three (3) attempts to enter the right PIN. If you enter the wrong PIN on failure of your third attempt, the Mobile Money wallet will be disabled. In the event that the wallet is disabled, you can call the call center to reset your PIN.
- 7.2. You are responsible, for keeping your PIN secret and for all transactions that take place on your Wallet with your PIN and you indemnify us against any claims made in respect of such transactions. Your PIN shall not be communicated to anyone, must be kept in a very confidential manner and should in no case be written on any document. You must ensure this PIN is always composed out of sight of any individual.
- 7.3. If at any time you believe or know that your Mobile phone or PIN has been stolen or compromised, you should immediately change your PIN or call us on 100 (Toll Free). We will block the PIN as soon as we reasonably can. You will remain responsible for all transactions that occur until your PIN is blocked.
- 7.4. Should you dispute that any purchase or withdrawal debited to your Wallet was not authorized by you, you will have to prove it was not authorized.

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## 8. STATEMENTS

- 8.1. You may upon written application request a statement printout from us showing all the transactions on your Wallet. You must check each statement as soon as you receive it and inform us within 30 days of the date of the statement if you think that a statement is not correct. If you do not do this within this timeframe you hereby waive the right to dispute any transactions reflected on the statement or to recover any losses from unauthorized transactions reflected on the statement.
- 8.2. You can use your mobile phone to request your balance or mini statement on your Wallet or alternatively you may visit any MTN service center to request for your statement.

## 9. CLOSING YOUR WALLET

- 9.1. We will close your Wallet upon receiving a closure request from you.
- 9.2. We can close your Wallet, restrict activity on your Wallet or suspend access to your Wallet if in any way we know or suspect your Wallet is being used fraudulently, negligently or for illegal activities or if we must do so to comply with the Law.
- 9.3. We can close your Wallet if we believe that you are in breach of these terms and conditions, are trying to compromise our systems or are unreasonably interfering with any Services provided by us.
- 9.4. We may choose at any time to close your Wallet to protect our business interests should we suspect your wallet to be involved in any fraudulent actions, money laundering or any other suspicious action that violates these terms and conditions, any laws, rules and or regulations under which we operate.
- 9.5. Where your mobile money wallet is inactive, we shall inform you that it is about to be or has already been classified as inactive and you are required to reactivate it. Where the wallet holder fails to reactivate the mobile money wallet for a period of six (6) months counted from the date of the last notification of such inactivity, it shall be flagged in our database system as "Dormant" and in that case you will be required to visit MTN's service centers to reactivate it.
- 9.6. We may close your Wallet if you are no longer an MTN subscriber- or your Wallet remains inactive or dormant for a period of 24 months.
- 9.7. Unclaimed funds on your wallet that have been dormant for five (5) years shall be transferred to the Central Bank by MTN within a period not exceeding thirty (30) days from the end of the five (5) years.

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- 9.8. We will not be responsible to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, delict or statute, if we close or suspend your Wallet in terms of this clause 9.

#### 10. FAILURE OR MALFUNCTION OF EQUIPMENT

We are not responsible for any loss arising from any failure, malfunction, or delay in any POS, cellphone networks, and Mobile phones, the Internet or terminals or any of its supporting or shared networks, resulting from circumstances beyond our reasonable control.

#### 11. NOTICES

- 11.1. The address you supply on your Mobile Money Registration Form is regarded as your chosen address where notices may be given. You must notify us immediately should your physical, postal, email address or Mobile phone number change.

- 11.2. We are entitled to send any notice to an email address specified on your application. This communication will be regarded as having been received by you, unless the contrary is proved. This clause pertains to customers who have completed the Mobile Money Registration Form.

- 11.3. We are entitled to send information to you via SMS to the contact Mobile phone number provided on your application form and as amended from time to time. These SMS' are for MTN Mobile Money services' information and or MTN Mobile Money services promotional purposes only.

- 11.4. Your legal notices and documents in legal proceedings will be served to us at our chosen address:

MTN Rwandacell  
MTN HQ Nyarufarama  
264 Kigali

- 11.5. You acknowledge and agree that this agreement will be regarded as having been entered into in Kigali and any breach of this agreement will be considered as having taken place in Kigali.

#### 12. CONSENTS AND CONDUCT OF THE WALLET

- 12.1. You, the Wallet holder, consent to us:

- 12.1.1. Making enquiries about your credit record with any credit reference agency and any other party to confirm the details on this application.

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- 12.1.2. Providing regular updates regarding the conduct of the Wallet to the credit reference agencies and allowing the credit reference agencies to in turn make the record and details available to other credit grantors.

### 13. FRAUD PREVENTION

13.1. You, the Wallet holder, consent to us:

13.1.1. Carrying out identity and fraud prevention checks and sharing information relating to this application with the Rwanda Police or any fraud prevention or security agency as required by Law.

13.1.2. Providing details to the Rwanda Police or any fraud prevention or security agency of any conduct on your Wallets that gives us reasonable cause to suspect that the Wallets are being used for improper purposes; and

13.1.3. You understand and agree that the record of this suspicion will then be available to other members of the Rwanda Police or any fraud prevention or security agency should they carry out credit or other checks on your name.

### 14. GENERAL

14.1. We may at any time amend these terms and conditions by notice to customers. Any amendment will not constitute a novation of this agreement.

14.2. You shall not vary any of these terms and conditions.

14.3. You agree that we may sue you in any court of competent jurisdiction in Rwanda.

14.4. A favor or concession we may give you will not affect any of our rights against you.

14.5. These terms and conditions are governed by Rwandan Laws.

14.6. We may allocate any money received from you or held on your behalf to settle any outstanding balance on your Wallet with respect to subsisting loans. Should you default on your Wallet while at the same time having a credit balance due and payable on any other Wallet with Partner Banks, we have the right to apply set-off on the affected Wallets.

14.7. You must notify us if you are under an administration order, sequestration or any other form of insolvency.

14.8. You must pay all our expenses in recovering any amounts you owe us including legal fees.

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- 14.9. A certificate signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the certificate, unless the contrary is proved.

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

14.11. You must notify us immediately of any change of your details in your application.

14.12. You agree that your information, including your personal information, your telephone conversations with our call center and your transactions will be recorded and stored for record keeping purposes for 5 years from date of closure of Wallet.

14.13. We are obliged by Law to regularly update your personal particulars, such as your current residential address and contact information. We may contact you from time to time in this regard.

14.14. All copyright, trademarks and other intellectual property rights used as part of our Services or contained on our documents are owned by Mobile Money or its licensors. You agree that you acquire no rights thereto.

14.15. You accept that all transactions effected on your cellphone are subject to other applicable Regulations and Terms and Conditions available on our website or from our call Centre.

#### 15. SANCTIONS

15.1. Any abusive and/or fraudulent usage of a Mobile Money Wallet and any false declaration may be punished by the Laws in place in Rwanda.

15.2. Any abusive and/or fraudulent usage of a Mobile Money Wallet and any false declaration may also lead us to suspend temporarily or indefinite rights to access to Mobile Money services.

15.3. Any cost engaged by us in recovering transactions and undue payments made by the wallet holder will be borne by the user legal interest rate.

15.4. Any transaction or action from you on your Mobile Money Wallet triggering a malfunction of the system and requiring a technical intervention will be charged to you.

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16. CUSTOMER RESPONSIBILITIES

- 16.1. The Wallet Holder will be responsible for payment of all applicable fees for any transaction effected using Your Mobile Money Wallet whether these were made by you or someone else with or without your authority or knowledge.
- 16.2. You must not use the Service to commit any offence(s); Fraud and Money Laundering and any other financial offence that is not accepted under the laws of the country or contravenes the Laws governing payment systems and the Law on prevention and penalizing the crime of money laundering and financing terrorism.
- 16.3. In case of any complaints regarding the service, the Customer must lodge the said complaints within a period of thirty (30) calendar days from the date of detection of the anomaly, MTN shall acknowledge receipt of the complaint lodged, and have maximum of 30 working days to resolve it and or respond to the Customer.
- 16.4. You must use one of the following medium in lodging your complaint(s) within the specified time period provided in Clause 16.3 above, Call Center on the number 100 (Toll Free), Visit to Service center or via electronic mail from MTN website.
- 16.5. In the event that you are not satisfied with the feedback provided by MTN on your complaint, you may refer the matter to the National Bank of Rwanda (BNR) within five (5) days in writing following MTN's response or after the expiry of the timelines specified in clause 16.3 whichever comes first. Notwithstanding anything contained under this clause 16.5, BNR shall attempt to amicably mediate and resolve the matter between the parties, but under no circumstance shall the decision of BNR in relation to the referred matter be binding and executable on the Parties.
- 16.6. In the event of damage, loss or theft of the SIM, you are obliged to inform us immediately of such damage, loss or theft. MTN will then disable the damaged, lost or stolen SIM Card so as to prevent possible use of the Mobile Money Services until the SIM card has been replaced. To report a damaged, lost or stolen SIM card, you can call the Customer Call Centre on the number 100 (Toll Free) or visit the nearest MTN Rwanda Service Centre.
- 16.7. In the event of a SIM swap or PIN reset, your Mobile Money Wallet will remain blocked for 72 hours after such Sim swap or PIN reset. Should you need to use your Mobile Money Wallet prior to the expiry of the 72 hours period mentioned in this Clause 16.7, you will be required to visit the nearest MTN Rwanda Service Centre or MTN Agent with your valid Identification document as mentioned in Clause 4 PROVIDED THAT the same document was used to open your Mobile Money Wallet.

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- 16.8. In case of Fraud or scams, the Customer must subsequently provide details of fraud, scams, or unauthorized transaction and a police extract as part of his or her complaints to commence the necessary checks. Note that any loss incurred during this period will be a personal liability for which MTN shall not be responsible.
- 16.9. MTN will not be liable for any transactions on the Customer account as a result of damage, loss or theft of your SIM card.
- 16.10. You must comply with any instructions that MTN may issue from time to time about the use of the Mobile Money Services.

#### 17. MONEY TRANSFER REVERSALS

- 17.1. You must lodge a formal complaint of a wrong transfer within 30 calendar days from the date of the incident in accordance with the Regulations of the National Bank of Rwanda on electronic fund transfers and electronic money Transactions. Careful investigations will be conducted to establish the claim as part of processing the reversal.
- 17.2. MTN will endeavor to effect reversals of a wrong transfer within 5 working days but in any event not later than 15 working days from the date on which a request was made.
- 17.3. Where the amount in question is fully available in the Wallet as at the time of receiving the complaint, MTN shall hold the funds for further investigations provided that the recipient has not expended the funds. We can only block the remainder balance on the account where the funds have been partially expended.
- 17.4. In the event where the amount is not in the Wallet, you would be advised accordingly. MTN may cause further investigations further in this event to satisfy its internal procedures.
- 17.5. Provided that you report to us within 30 days of after the transaction, MTN will take reasonable steps to contact the supposed wrong recipient, through calls and SMS, within 3 working days of receiving a reversal request.
- 17.6. Where the wrong recipient does not respond to the calls and SMS during the 3 days of contact, you have the responsibility to take on the matter with relevant authorities.
- 17.7. Where the wrong recipient has been responsive, and investigations concluded showing satisfactorily that it was a wrong transaction, MTN will endeavor to perform the reversal after the 3 working days of the conclusion of the investigation or notification from relevant authorities.

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- 17.8. MTN does not have any obligation to perform a reversal in the event of any dispute with any wrong recipient.
- 17.9. MTN will make reasonable efforts to reverse the amount reported (if fully intact) or the remaining amount (after partial withdrawal by the wrong recipient) and in both cases, the reversal will attract the prescribed fee where applicable.
- 17.10. MTN will not be liable for any refunds or damages whatsoever resulting from a wrong transaction.
- 17.11. If a Mobile Money account is closed as a result of subscriber's death, the balance standing to the subscriber's account shall be paid over to administrator nominated in the letters of administration issued by a competent Court of Jurisdiction or Executors stated in a will.

## 18. AIRTIME REVERSALS

- 18.1. Reversals cover only airtime purchased from a Wallet holder's own wallet.
- 18.2. The reversal can only be initiated and completed by the Wallet Holder.
- 18.3. Airtime purchased can be reversed within 72 hours of purchase, failure of which, the reversal cannot be processed. You are required to immediately communicate to us of such error on 100 (Toll Free). We will block the airtime as soon as we reasonably can as we await completion of the investigation on the matter as set out herein.
- 18.4. A subscriber can reverse airtime only once a week. Transactions below RWF 50,000 cannot be reversed.
- 18.5. No partial reversal is allowed. You need to ensure that the full value of airtime purchased, and the bonus amount received is available before the reversal can be processed.
- 18.6. In case some part of the bonus or main airtime has been used by you, the transaction cannot be reversed. You have the opportunity to top-up to ensure that the full amount is available to be able to reverse.
- 18.7. Transaction notification will be sent to the both sender and receiver upon completion of the reversal.

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