

## 1. THE AGREEMENT

These are the terms and conditions upon which you may use the TeleCash Services (as defined herein) provided by Telecel (Telecel Conditions of Use”) the acceptance of which constitutes a binding contract between yourself and TeleCash. When you register as a TeleCash Customer by signing the Customer Registration Form you agree to abide by these Conditions of Use. You therefore need to read and fully understand these Conditions of Use and if you do not agree with them, you must not proceed to register for and/or use the TeleCash Services.

## 2. DEFINITIONS

The following definitions relate to these Conditions of Use:

- 2.1 **Account** means your TeleCash Account, being the record maintained by us of the amount of E-Money from time to time held by you and represented by an equivalent amount of cash held on your behalf.
- 2.2 **Agent(s)** means each entity registered by TeleCash to fulfil functions of Mobile Money Transfer details of which may be obtained from Telecel’s Head Office.
- 2.3 **Agreement** means these Conditions of Use together with the Registration Form.
- 2.4 **Bank Account** means the Bank Account maintained by TeleCash into which all Payments are made and held by Telecel on behalf of Customers.
- 2.5 **Cash** means the United States dollar (USD). Telecel will announce if there is a change in currency in use by TeleCash
- 2.6 **Cell phone** means the mobile device used by You to access the TeleCash Service
- 2.7 **Charges** means the Tariffs and other charges payable under this Agreement for the TeleCash Services.
- 2.8 **Conditions of Use** means these terms and conditions as may be varied by us from time to time.
- 2.9 **Credit Balance** means the amount of E-Money from time to time standing to the credit of your Account.
- 2.10 **Credit Transaction** means any transaction which results in your Account being credited with E-Money as verified by TeleCash;
- 2.11 **Customer** means you and every other person in whose name an Account for the TeleCash Services is registered.
- 2.12 **Customer Care Centre** means the Telecel Customer Call Centre, contactable by telephone using the numbers provided by Telecel.
- 2.13 **Customer Registration Form** means the registration form containing registration details and acceptance of these Conditions of Use by you in the form annexed hereto;
- 2.14 **Debit** means the movement of funds out of your Account.
- 2.15 **Debit Transaction** means any transaction which results in a Debit of E-Money from your Account as verified by TeleCash.
- 2.16 **Deposit** means money paid to an Agent, for the purchase of an equivalent amount of E-Money sums credited to your Account, any such money thereafter being held by TeleCash for you as specified herein.
- 2.17 **E-Money** means the electronic money issued by TeleCash and representing an entitlement to an equivalent amount of cash held by TeleCash in respect of the purchase of such electronic value;
- 2.18 **Goods and Services** means such goods and services as may be purchased from TeleCash Retailers using the TeleCash System.
- 2.19 **ID Number** means for Zimbabwean nationals a Zimbabwean national identity card, passport or driver’s licence; and passport with a residence and/or work permit for foreigners
- 2.20 **Mobile Equipment** means your Mobile Phone and SIM Card or other equipment which when used together allows access to TeleCash Services
- 2.21 **Mobile Phone** means your mobile phone handset.
- 2.22 **MSISDN** means Your cell phone’s mobile station identification number.
- 2.23 **Outlet** means any shop, unit or other retail premises operated by an Agent.
- 2.24 **PIN** means your personal identification number being the secret code you choose to access and operate your Account.
- 2.25 **Secret Word** means the secret password allocated to you upon activation of your TeleCash Account
- 2.26 **SIM Card** means the subscriber identity module which when used with the appropriate mobile equipment enables you to use the TeleCash Services.
- 2.27 **SMS** means a short message service consisting of a text message transmitted from one Mobile Phone to another.
- 2.28 **Start PIN** means the 4 digit PIN allocated to You that you must use to activate Your account and which you have to change to Your own pin which you will always remember. You will always use when making money transfers through your cell phone.
- 2.29 **Tariffs** means actual charges for use of the TeleCash Services as published by Telecel
- 2.30 **Tariff Guide** means a catalogue published for the Tariffs payable for the TeleCash Services, as updated from time to time.
- 2.31 **TeleCash Retailer** means a seller of Goods and Services who accepts E-Money in payment for Goods and Services.
- 2.32 **TeleCash System or TeleCash** means the proprietary mobile phone money transfer service which is marketed, managed, and operated by Telecel
- 2.33 **TeleCash Services** means the services provided by TeleCash 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.
- 2.34 **TELECEL Subscriber** means any prepaid or contract Telecel subscriber.
- 2.35 **USSD** means the Unstructured Supplementary Service Data menu on Your cell phone that lists all the services offered by TeleCash
- 2.36 **Transactions** means any of the transactions specified in Clause 5 below.
- 2.37 **You/Your/ Yourself** means You as the holder of the account.
- 2.38 **We/ Us/Our** means Telecel, PARTNER Bank or any Telecel outlet.

### **3. APPLICATION FOR ACCOUNT**

You may open an account at any Telecel shop or approved agency.

3.1 To qualify for an account You must:

- 3.1.1 Be above 16 years of age; and
- 3.1.2 Complete an application form and submit the completed application form to any approved TeleCash Agent; and
- 3.1.3 Present Your original ID and copy of it to the Agent; and
- 3.1.4 Provide all of the details and particulars and documentation required in the application form to Telecel's satisfaction.
- 3.1.5 Telecel reserves the right to refuse to open an account
- 3.1.6 You may not have more than 1 (one) TeleCash accounts.
- 3.1.7 All information provided must be complete and accurate in all respects.
- 3.1.8 We may decline your application at our sole discretion.
- 3.1.9 We may refuse to open an Account for you if we are not satisfied with proof of your identity.
- 3.1.10 Upon registration with TeleCash you will be allocated a Secret Word which must be kept secret at all times and which will be used to identify you as being the rightful Customer of your Account on raising enquires with the Customer Care Centre on the telephone. Upon activation of your Account you will be entitled to use the TeleCash Services with immediate effect.

### **4. ACTIVATING YOUR ACCOUNT**

4.1 Your account is activated once You fill in the form and provide a copy of Your ID for registration.

4.2 Immediately after registering You for the service, You will be provided with a Start PIN which You must use to activate the account by following the instructions on the TELECASH menu.

4.3 Once Your account is activated You will (i) be allocated a PIN and (ii) be required to change the PIN, which will entitle You to use TELECASH services with immediate effect.

4.4 You can then buy E-money that will be credited to Your account by making a cash payment to the Agent, after which You will be able to perform money transfer transactions using Your cell phone.

### **5. THE TELECASH SERVICES**

The TeleCash Services are made available to you subject to these Conditions of Use:

5.1. We do not guarantee that the TeleCash Services will be available at all times and we will not be responsible or liable for any loss whatsoever or howsoever arising as a consequence of any non-availability of the TeleCash Services. The TeleCash Services are not fault free and factors including (but not limited to) acts of God, geographical topography, weather conditions, planned maintenance or rectification work on the Telecel Network may interfere adversely with the quality and provision of the TeleCash Services.

5.2 You may perform the following TeleCash transactions with us using the following channels:

- 5.2.1 Exchanging cash for E-money at an appointed TeleCash Agent; and/or
- 5.2.2 Exchanging E-money for cash (cash withdrawal) at an appointed TeleCash Agent; and/or
- 5.2.3 Transferring E-money to another registered customer's mobile phone; and/or
- 5.2.4 Transferring E-money to an unregistered customer, who will only be able to withdraw cash at any TeleCash Agent; and/or
- 5.2.5 Purchasing prepaid airtime using E-Money; and/or
- 5.2.6 Making payments to merchants when purchasing goods or services; and/or
- 5.2.7 Paying bills.

5.3 We reserve the right to add more functions from time to time onto the services and we will notify You of such additional transactions and functionalities through communications channels, such as but not limited to SMS.

5.4 When the transaction(s) are processed, Your account shall be debited or credited depending on whether You are depositing or withdrawing.

5.5 We will verify and confirm all transactions performed through Your account by sending You an SMS. All reports and records generated by the OMMP will be proof of the facts contained in such records and reports unless the contrary is proven.

5.6 In the event that You do not have enough E-money to enable a transaction and pay the relevant charges, the transaction will be declined by us.

5.7 You are responsible for ensuring that the information You provide when doing transactions is correct. If You provide incorrect information You will have no claim against Telecel, PARTNER Bank or any TeleCash Agent for any losses or damages you may incur.

5.8 Any E-money You have transferred to an unregistered customer that is not claimed within thirty (30) days will be automatically cancelled and an SMS of such a cancellation shall be sent to You. The principal amount of E-money that was not withdrawn will be returned to Your account. However, the original transfer charges levied on the original transaction will not be returned to You.

### **6. ACCEPTANCE AND COMMENCEMENT OF CONDITIONS OF USE**

You are deemed to have accepted these Conditions of Use as amended from time to time and which take effect:

6.1 Upon Registration; or

6.2 Upon the initial activation on the TeleCash System.

- 6.3 If You attempt to exceed the limit Your account may be viewed with suspicion and suspended or closed as set out in clause 6 below.
- 6.4 You may not operate Your account on behalf of others and You must be and remain the sole owner of all E-money in Your account.
- 6.5 Your account cannot be transferred to another TELECEL subscriber under any circumstances.
- 6.6 Your E-money balance does not earn interest.
- 6.7 You undertake not to use Your account to commit any offence under Zimbabwe law. Should it come to TELECEL's attention that any such offence has been committed by You, Your account will be closed or suspended as set out in clause 6.
- 6.8 You shall immediately notify TELECEL of any change of personal details that You gave us when You opened Your account and completed the application form.

## **7. SUSPENSION AND DISCONNECTION OF THE SERVICES/CLOSURE OF ACCOUNT**

- 7.1 We may suspend (bar), restrict or terminate the provision of the TeleCash Services (in whole or in part) and/or close your Account without informing you and without any liability whatsoever (although, we will, where possible, try to inform you that such action is or may be taken) under the following circumstances:
- 7.1.1. If we are aware or have reason to believe that your TeleCash Account is being used in an unauthorised, unlawful, improper or fraudulent manner or for criminal activities (or has been so used previously);
- 7.1.2. If you do not comply with any of the conditions relating to the TeleCash Services including these Conditions of Use;
- 7.1.3. If you notify us that your Sim card has been lost or stolen or your PIN has been lost or disclosed to any other party;
- 7.1.5. For reasons outside of our control;
- 7.2 Where the use of your account has been suspended by TeleCash for any reason, you must present yourself at any Telecel branch to confirm your identity and re-activate your account. Account reactivation will take a minimum of three working days.
- 7.3 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, or statute, if we close or suspend your Account in terms of this clause 6.

## **8. TARIFFS**

- 8.1 Tariffs as published are payable to TeleCash for each Transaction effected from your Account. The Tariff Guide is available from any TELECEL outlet or can be accessed by calling the TELECEL Customer Call Centre or via our website at [www.telecelzim.co.zw](http://www.telecelzim.co.zw)
- 8.2 Tariffs payable on each Transaction will be deducted from your TeleCash Account by TeleCash on conclusion of each Transaction and your new balance on conclusion of the Transaction shall be notified to you by SMS.
- 8.3 Tariffs are subject to applicable levies and taxes at the then prevailing rates.
- 8.4 All Charges payable by you in connection with the use of the TeleCash Services may be debited from your Account without further reference to you.

## **9. SECURITY AND UNAUTHORISED USE.**

- 9.1 You are responsible for the safekeeping and proper use of your Mobile Equipment, for keeping your PIN and Secret Word and for all Transactions that take place on your account using your PIN.
- 9.2 Your Secret Word will be used to confirm your identity when you call the Call Centre, but you must not disclose your PIN to any person including the staff at the Customer Care Centre.

## **10. VARIATIONS**

- 10.1 We reserve the right to vary at any time and without prior notice to you these Conditions of Use or the Tariffs. Variations will be notified by way of advertisement in a daily newspaper, SMS, or through our Website and or by using any other suitable means provided that you shall be deemed to have been notified of any such variations regardless that the same may not have actually come to your attention.
- 10.2 By continuing to use the TeleCash Services you shall be deemed to have agreed to the variations contemplated in clause 10. If you do not accept any of the variations then you must not continue to effect any Transactions otherwise you will be deemed to have accepted such modifications.

## **11. TELECEL RESPONSIBILITY**

- 11.1 TeleCash hereby declares that it holds all Payments received in respect of the Purchase of E-Money or transfers of E-Money into your Account (the Trust Amounts) on trust for you and for your benefit and that you shall be beneficially entitled to all those Trust Amounts standing to the credit of your Account. You agree that TeleCash may treat the records of the TeleCash System as conclusive evidence of the amount of E-Money at any time standing to the credit of your Account and TELECEL is not bound to make any independent investigation of your beneficial entitlement to the Trust Amounts. You further acknowledge that, in relation to any payment to you in respect of your entitlement to Trust Amounts, we may act on instructions 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.
- 11.2 You acknowledge that TELECEL shall have no obligation to invest the Trust Amounts other than by way of holding the same. You further acknowledge that, to the extent that any interest accrues on the Trust Amounts, you shall have no beneficial entitlement to such interest and TELECEL shall be entitled to retain such interest.

## **12. LIMITATION OF LIABILITY**

- 12.1 Without detracting from any other provisions of this agreement, We shall not be liable to You for any loss or damage, whether direct or consequential in the event that:
- 12.1.1 The banking channels, networks, cell phones, internet and/or terminals or supporting networks fail, malfunction, are interrupted, suspended and/or terminated for whatsoever reason;
  - 12.1.2 Such loss or damage suffered by You, whether arising in contract, delict, statute or otherwise, unless it is directly caused by Our gross negligence, or wilful default. Default for any such act shall be limited to the amount of the loss that a reasonable person in Your position will have suffered, for the avoidance of doubt; any such loss shall exclude indirect, special and/or consequential losses and /or damages.
  - 12.1.3 We make no representations and give no warranties of whatsoever nature to and in favour of You, whether express or implied in respect of the services.
  - 12.1.4 The outlets are independent outlets authorised by Us to provide services and are not in Partnership with Us. You acknowledge that the outlet represents You when accepting (i) any payment in respect of any purchase made by You and (ii) Credit transactions from, or in respect of, You. We do not bear any responsibility or liability whatsoever for any wilful or negligent acts or commissions on the part of the outlet in providing the services
  - 12.1.5 In the event that TELECEL is compelled to change or reassign Your telecommunications numbering to meet any regulatory requirements, or for any other reason, TELECEL's liability will be limited to retaining Your account and where possible transferring such account to a new MSISDN, failing which any credit balance will be paid to You in cash

## **13. CUSTOMER SERVICE**

- 13.1 The Secret password allocated to You will be used to identify You as being the rightful owner of Your account when making any queries with respect to Your account with the call centre.
- 13.2 You may call the Customer Call Centre on 150 or visit any TELECEL Shop if You want to do any of the following:
- 13.2.1 Receive a full list of outlets;
  - 13.2.2 Query Your account;
  - 13.2.3 Query any transactions performed through Your account;
  - 13.2.4 Have a problem on Your account;
  - 13.2.5 Lodge a complaint; and /or
  - 13.2.6 Require further information regarding the services.

## **14. STATEMENTS**

- 14.1 You may obtain a balance enquiry from your Mobile Equipment and query any transactions effected using your Mobile Equipment and Secret Word at the Customer Call Centre.
- 14.2 Printed statements of your Account will be provided upon request.
- 14.3 We will close your Account on receiving a **written** request from you.

## **15. ADDRESSES FOR NOTICES**

- 15.1 The street address that You provided on the application form is regarded as Your chosen address where notices may be sent or delivered, and documents in legal proceedings may be served. You shall be entitled to vary your address upon written notice to the other parties.
- 15.2 The chosen address for TELECEL for any service of notices or documents in legal proceedings shall be No. 148 Seke Road, Graniteside Harare, marked for the attention of the Chief Executive Officer.
- 15.3 Any notice given by one party to the other shall be deemed to have been received within the following periods;
- 15.3.1 Seven days after posting the notice; or
  - 15.3.2 On the same day if the notice is hand-delivered; or
  - 15.3.3 At the same time if the notice is sent by fax.
- 15.4 Notwithstanding anything to the contrary, We shall be entitled to send information to You via SMS to the contact cell phone number provided by You on the application form for the avoidance of doubt, any such SMS messages sent shall be for information purposes only.

## **16. CHANGES**

- 16.1 We may at any time amend these rules and will give You reasonable notice of such amendments;
- 16.2 You may not change any of the rules. However, you are free to bring in your views for our consideration.

## **17. GENERAL**

- 17.1 All copyright trademarks and other intellectual property rights used in connection with the services, the system or contained in Our documents are owned by TELECEL, PARTNER Bank or the TELECEL outlets and you agree that You acquire no rights thereto.
- 17.2 No indulgence, leniency or extension of time, which We may give to You shall in any way prejudice Us from exercising any of this right in the future.
- 17.3 You must immediately tell Us if You are under an administration order, are sequestrated or have any other form of legal incapacity.
- 17.4 A certificate signed by any of Our managers (whose appointment need not be proven) as to the amount You owe Us in legal proceedings, will be sufficient proof of the facts, unless You can prove it is wrong.

17.5 You agree that all of Your information including personal information, Your telephone conversation with Our customer call centre, and Your transactions will be recorded and stored for record keeping purposes from the date on which Your account is closed

**18. JURISDICTION AND ARBITRATION**

18.1 This agreement shall be governed by, construed or otherwise interpreted in accordance with the laws of Zimbabwe.

18.2 Both You and Us shall comply with all applicable laws and governmental regulations. Either party is authorised or otherwise expected to take any action in the name of or otherwise on behalf of the other which would violate applicable laws and regulations.

18.3 You submit to the jurisdiction of the Magistrate's Court in the event of any dispute leading to litigation arising out of matters in terms of this contract or connected thereto, and in any such event, You, if found liable, shall be obliged to pay Us costs at the legal practitioner-client scale, and any and all other costs and collection commission incidental thereto and so charged