



Telecel Debit Card – Terms and Conditions
These terms and conditions comprise the agreement between the Telecel and the Cardholder in connection with the Telecel Gold Card. These Terms and Conditions herein must be read in conjunction with the Telecash Service General Account Terms and Conditions. By accepting and/or using the Gold Card, the Cardholder unconditionally accepts all the following terms and conditions and accepts the onus and liability for ensuring compliance with the relevant laws, and generally the laws of Zimbabwe as applicable.

The Terms form the contract between the Cardholder and Telecel. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or by requesting activation of the Card to Telecel. The Terms and Conditions will be in addition to and not in derogation of the General Account Terms and Conditions

1. Interpretation

In these terms and conditions:

- 1.1. “Account” means the Telecel account held or to be held in the name of the Cardholder which is directly linked to the wallet
- 1.2. “Account Currency” means the currency in which the Account is denominated, currently limited to USD
- 1.3. “Telecash” Telecash means a Mobile Financial Services and Payment Solution that enables subscribers to send and receive money and make payments to merchants, utility providers and other persons and/or entities.
- 1.4. “Card” means a Telecash Gold Card issued by Telecel at the request of a Telecash user in connection with debit card facilities provided by Telecel, including any renewal or replacement Card.
- 1.5. “Cardholder” means the person having power alone to operate the Account in accordance with the terms and conditions hereof.

1.6. “PIN” means the personal identification number issued to the Cardholder to use with the Card.

1.7. “Transaction” means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorised manner for debit or credit to the Account.

1.8. “Working days” means any weekday.

1.9 “ZSW” means Zimswitch which is a financial market infrastructure with shared link with various financial institutions.

1.10. References to the singular include the plural and vice versa and references to one gender include references to the other gender. The headings used herein are for ease of reference only.

2. Card facilities

2.1. The Cardholder may use the Card to pay for goods or services at retailers who accept the Card and Telecel will debit to the Account the amount of any such Transaction authorised in such way.



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2.2. The Cardholder may use the Card in conjunction with the PIN to withdraw money from automated teller machines which accept the Card when they are operating. The amount of money so withdrawn will be debited to the Account.

2.3. The Cardholder may use the Card in conjunction with the PIN to pay for goods and services by using a card operated machine at retailers who offer this facility. Telecel will debit to the Account the amount of any Transaction authorised in this way including charges.

2.4. The Cardholder may use the Card at any bank which accepts the Card to withdraw money or make payment, the amount of which will be debited to the Account including the charges.

2.5. Telecel may, at its discretion, make available to the Cardholder more ATMs, POS, and/or other devices through ZSW shared network for the Cardholder's convenience and use. All fees, charges related to transactions done by the Cardholder at these devices, as determined by us from time to time will be

recovered by a debit to the Cardholder's account. All fee adjustments will have a notice period

2.6. Telecel, shall, reserve the right, at any time upon notice to the Cardholder, to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or services related to it, at an ATM/other devices where there are reasonable reports of fraud, money laundering and financing of terrorist activities on the Account and shall not be liable to the Cardholder for any loss or damage suffered by the Cardholder resulting in any way from such suspension or termination, etc. The e-wallet amount from any such suspended, cancelled or terminated Account shall be dealt with in accordance with the outcome of the investigations in the case concerned and where the Cardholder is absolved then he shall retain the amount.

2.7. The card holder shall have only one account denoted in USD.

2.8. The Card is only available to persons who have legal capacity to sign up for the Telecash Mobile Money service. The Card is non-

transferable by the Cardholder under any circumstances.

2.9. The Cardholder accepts full responsibility for all transactions processed by the use of the Gold Card whether on Automated Teller Machine (ATM), Point-of Sale (POS) Terminal or any other device available or otherwise. Any instruction given by means of the Card shall be irrevocable. The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with the Cardholder's knowledge or his authority, express or implied. The Cardholder hereby authorises Telecel to debit the Cardholder's account with the amount of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Card in accordance with Telecel's record of transactions.

2.10. The Cardholder's obligations with respect to the use of the account herein are debited from the account and are subject to the local laws. Telecel shall not be liable for non-availability of funds credited to the accounts due to restrictions on, acts of war or civil strife or other similar or other causes



Telecel Debit Card – Terms and Conditions beyond Telecel’s control, in which circumstance no other, subsidiary or affiliate of Telecel shall be responsible therefore.

3. The Card

3.1. The Card belongs to Telecel and must be returned to Telecel by the Cardholder in the event of closure of the account.

3.2. The Cardholder must take all reasonable precautions to prevent unauthorised use of the Card, including, not allowing anyone else to use the Card.

3.3. If the Card is lost or stolen the Cardholder shall immediately notify Telecel by calling the Telecel Call Centre and the Cardholder must, in addition, immediately notify relevant law enforcement agencies. The Cardholder may confirm the loss of the Card by notice in writing to Telecel within seven days of having notified Telecel by telephone.

3.4. Any reported lost / stolen cards will immediately be permanently blocked and

even after being recovered may not be used. A new card has to be issued.

3.5. The Gold card is linked with ZSW platform only.

4. The PIN

4.1. The Cardholder may select the Cardholder’s own PIN (any 4-digit number) and is also able to change it through the Telecash menu

4.2. The security of the PIN is very important and the Cardholder shall not disclose the Cardholder’s PIN to anyone. If the Cardholder fails to observe any of the security requirements, the Cardholder may, at the Cardholder’s sole risk as to the consequences, incur liability for unauthorised use.

4.3. Cardholder is advised when choosing his own PIN, not to select a PIN that is easily identified or identifiable with him, e.g. birth date, car registration number, or repeated numbers etc. The Cardholder should not write

or indicate the PIN on the Card or on any other item the Cardholder carry or store.

5. Usage Guidelines

5.1. Government of Zimbabwe/Reserve Bank of Zimbabwe (RBZ) requirements: The Cardholder confirms that he will use the Gold Card only for permissible account transactions in terms of the Zimbabwe laws, Reserve Bank of Zimbabwe Directives and regulations, and other applicable local laws, regulations and directives as amended from time to time.

5.2. The Cardholder will be responsible for all facilities granted by Telecel and for all related charges and shall act in good faith in relation to all dealings with the Card and Telecel reserves the right to change the types of Transactions supported upon prior notice to the Cardholder

5.3. The Cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual.

5.4. The card may not be used as payment for an illegal purchase.



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5.5. The Card is for Electronic use only and will be acceptable at Merchant Establishments, which have a Point-or-Sale (POS) terminal or similar terminal that accepts the Cards which are linked to ZSW

5.6. The use of the Card will be authorised by a PIN at POS terminals installed at Merchant locations depending on the functionality of the POS terminal.

5.7. Each Transaction is deemed authorised and completed once the terminal generates a Sales Slip. The amount of the transaction is debited immediately from the account linked to the card.

5.8. Telecel shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. The Card is purely a facility to the Cardholder to purchase goods and/or avail of services, Telecel holds out no warranty or makes no representation about quality,

delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Cardholder with the Merchant Establishment. The existence of the claim or dispute shall not relieve the Cardholder of his/her obligation to the Charges associated with the use of the card and due to Telecel. The Cardholder shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be advised from time to time and shall be deemed to have accepted any amended Terms by continuing to use the Card. The changes will be notified prior with a notice period

6. Charges

6.1. In addition to the amount of all Transactions, certain charges will be debited to the Account as will be displayed by Telecash Agents and on Telecel website.

6.2. Telecel shall not charge an annual fee to each Cardholder, fees are transaction linked.

6.3. In the case of transactions entered into by the Cardholder through the Card, the account

will be debited, along with transaction charges.

6.4. Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon Telecel (either directly or indirectly), Telecel shall debit such charges, duty or tax against the Account. In addition, operators of ZSW s may impose an additional charge for each use of their ATM/ POS Terminal/other device, and any such charge along with other applicable fees/charges will be deducted from the Cardholder's Account. Card holder will be advised in advance should any such charges arise

6.5. If value in account will not cover charges the transactions will be declined.

6.6. Telecel reserves the right to deduct from the Cardholder's Account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving the Cardholder's Card. The customer will be notified of the charges.

7. Unauthorised transactions



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The Cardholder will be solely liable for all unauthorised acts and transactions.

8. Disclosure of Information

8.1. Telecel reserves the right, and the Cardholder hereby agree to Telecel having the right, to disclose to and share with and receive from other institutions, , agencies, statutory, executive, judicial and regulatory authorities, whether on request or under an order therefrom, and on such terms and conditions as may be deemed fit by Telecel or otherwise, such information concerning the Cardholder's account as may be necessary or appropriate including in connection with its participation in any Electronic Funds Transfer Network.

8.2. The use of the Gold Card at an ATM/POS/other devices shall constitute the Cardholder's express consent:

- To the collection, storage, communication and processing of personally identifying and account balance information by any means necessary for Telecel to maintain appropriate transaction and account records.

- To the release and transmission to participants and processors in the ZSW ATM network of details of the Cardholder's account and transaction information and other data necessary to enable the Cardholder's Card to be used at an ATM/other device.

- To the retention of such information and data by the said participants and processors ON THE ZSW platform.

- To the compliance by the said participants and processors in the ZSW ATM network with laws and regulations governing disclosure of information to which such participants and processors are subject and

- To disclosure of information to third parties about the Cardholder's Telecel account or the transactions done through the use of the Cardholder's Card where it is so necessary for completing transactions and/or when necessary to comply with law or government agency or court orders or legal proceedings and/or when necessary to resolve errors or questions the Cardholder may raise and/or in order to satisfy our internal data processing requirements.

8.3 The Cardholder hereby expressly authorises Telecel to disclose at any time and for any purpose, any information whatsoever relating to the Cardholder's personal particulars, accounts, transactions, or dealings with Telecel, to ZSW or any , government or regulatory agencies or authorities in Zimbabwe or elsewhere (Fight against Terrorism), any agents or contractors which have entered into an agreement to perform any service(s) for Telecel's benefit in connection with card services, and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom Telecel deems fit to make such disclosure.

8.4 The Cardholder agrees to provide Telecel information which Telecel would require from the Cardholder under law or regulation, or any other appropriate information reasonably requested from time to time.

8.5 Telecel may disclose information about the Cardholder and the Account if Telecel thinks it will help avoid or recover any loss to the Cardholder or Telecel resulting from the loss, theft, misuse or unauthorised use of the Card.



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9. Exclusion from Liability

In consideration of Telecel providing the Cardholder with the facility of Card, the Cardholder hereby agrees to indemnify and keep Telecel indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which Telecel may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of Telecel's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or noncompliance of the rules/ Terms and Conditions relating to the Card and the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder. The Cardholder shall indemnify and hold harmless Telecel from any and all consequences arising from the Cardholder not complying with any, law or statutory instrument. The Cardholder agrees to indemnify Telecel for any machine/

mechanical error/failure. , Telecel shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- i. Any defect in quality of goods or services supplied.
- ii. The refusal by any person to honour or to accept a Card.
- iii. The malfunction of any computer terminal.
- iv. Any other misuse of card.
- v. Any misstatement, misrepresentation, error or omission in any details disclosed by Telecel except as otherwise required by law, if Telecel receives any process, summons, order, injunction, execution distraint, levy, lien, information or notice which Telecel in good faith believes/ calls into question the Cardholder's ability, or the ability of someone purporting to be authorised by the Cardholder, to transact on the Card. Telecel may, at its option and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an

appropriate authority and take any other steps required by applicable law.

vi. Any statement made by any person requesting the return of the Card.

10. Disputes

10.1. In case the Cardholder has any dispute in respect of any charge indicated in the Account Statement, the Cardholder shall advise details to Telecel . All disputes being resolved through Telecel within seven (7) working days

10.2. Telecel accepts no responsibility for refusal by any Merchant Establishment to accept and/or honour the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment a charge/sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between Telecel and the Cardholder as to the extent of liability incurred by the Cardholder and Telecel shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service



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10.3. Any dispute in respect of a ZSW ATM Transaction will be resolved by Telecel . Should the Cardholder have any complaints concerning any ZSW ATM, the matter should be resolved by the Cardholder and Telecel, and failure to do so will not relieve the Cardholder from any obligations to Telecel.

10.4. If a retailer or supplier makes a refund by means of a Transaction Telecel will credit the Account when it receives the retailer or supplier’s proper instructions and the funds in respect of such refund, provided that Telecel will not be responsible for any loss resulting from any delay in receiving such instructions and funds.

11. Termination

11.1. The Cardholder may discontinue/ terminate this agreement anytime by a written notice to Telecel accompanied by the return of the Card.

11.2. Subject to these terms and conditions Telecel may at any time, with notice, as to the

circumstances in Telecel’s absolute discretion require, suspend the Card. This will be linked to fraud or related investigations

11.3. Termination of the agreement comprised in these terms and conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

12. General

12.1 Telecel will issue a Card only if the Cardholder has completed an application form and it has been accepted by Telecel.

12.2 If Telecel is asked to authorise a Transaction, Telecel will authenticate the equivalent of e-value of the Account.

12.3. The Cardholder shall notify Telecel if the Cardholder’s address is changed, as soon as possible.

12.4. A Transaction cannot be cancelled by the Cardholder after it has been completed.

. 12.5. Telecel shall have the absolute discretion to amend or supplement any of the

Terms, features and benefits offered on the Card including, without limitation to, charges all which will have a notice period to advise the Cardholder

12.6. These terms and conditions and charges relating thereto may be changed by Telecel at any time by notice thereof to the Cardholder. Any such changes will be effective from the date specified in the notice or such later date as may be specified therein.

13. Governing Law and Jurisdiction

These Terms Conditions shall be governed by and construed in accordance with the laws of Zimbabwe and the Cardholder irrevocably agrees to submit to the exclusive jurisdiction of the courts of Zimbabwe in connection herewith.