



## M-PESA CONSUMER TERMS & CONDITIONS OF USE

### 1 THE AGREEMENT

These are the terms and conditions upon which you may use the M-PESA Services (as defined herein) provided by Vodafone M-PESA, SA (“**Conditions of Use**”) the acceptance of which constitutes a binding contract between yourself, Vodacom (VM, SA) and Vodafone M-Pesa, SA (as the Trustee), an independent financial services company incorporated to provide electronic money financial services and to hold monies received from you on trust to your order. When you register as an M-PESA Customer by signing the Registration Form annexed hereto 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 M-PESA Services.

### 2 DEFINITIONS

The following definitions relate to these Conditions of Use:

- 2.1 “**Account**” means your M-PESA 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 by the Trustee on your behalf.
- 2.1.1 “**Agent(s)**” means person(s) registered by Vodafone M-PESA, SA to provide M-PESA Services, details of which may be obtained from Vodafone M-PESA, SA’s Head Office.
- 2.2 “**Agreement**” means these Conditions of Use together with the Registration Form.
- 2.3 “**Charges**” means the Tariffs and other charges payable under this Agreement for the M-PESA Services.
- 2.4 “**Conditions of Use**” means these terms and conditions as may be varied by us from time to time.
- 2.5 “**Credit Balance**” means the amount of E-Money from time to time standing to the credit of your Account. <sup>1</sup>
- 2.6 “**Credit Transaction**” means any transaction which results in your Account being credited with E-Money as verified by M-PESA;
- 2.7 “**Customer**” means you and every other person in whose name an Account for the M-PESA Services is registered.
- 2.8 “**Customer Care Centre**” means Vodacom Customer Care Centre situated on Rua dos Desportistas nº 649 or any regional Customer Care Centre
- 2.9 “**Debit**” means the movement of funds out of your Account.
- 2.10 “**Debit Transaction**” means any transaction which results in a Debit of E-Money from your Account as verified by M-PESA.
- 2.11 “**Designated Payee**” means any person (including yourself, another customer, an Agent or Authorized Retailer) who is designated by you by SMS, to be the recipient of E-Money from your Account.
- 2.12 “**E-Money**” means the electronic money issued by Vodafone M-PESA, SA and representing an entitlement to an equivalent amount of cash monies held by the Trustee in respect of the purchase of such electronic value;
- 2.13 “**Goods and Services**” means such goods and services as may be purchased from Authorized Retailers using the M-PESA System.
- 2.14 “**ID Number**” means the number associated with the form of identification provided
- 2.15 “**Mobile Equipment**” means your Mobile Phone and SIM Card or other equipment which when used together allows access to M-PESA Services and, in each case, is approved for use within the Mozambican Territory by the relevant authority.

- 2.16 **“Mobile Phone”** means your mobile phone handset.
- 2.17 **“M-PESA Retailer”** means a seller of Goods and Services who accepts E-Money in payment for Goods and Services.
- 2.18 **“M-PESA Services”** means the services provided by Vodafone M-PESA, SA 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.
- 2.19 **“M-PESA System” or “M-PESA”** means the proprietary cellular phone money transfer service which is marketed, managed, and operated exclusively by Vodafone M-PESA, SA in the Mozambican Territory.
- 2.20 **“M-PESA Website”** refers to the M-PESA section on website address [www.vm.co.mz/mpesa](http://www.vm.co.mz/mpesa).
- 2.21 **“MSIN”** means the mobile station identification number issued to you with the SIM Card and corresponding identity number and PUK for accessing the Vodacom network.
- 2.22 **“Network”** means the Global System for Mobile telecommunication (“GSM”) system operated by Vodacom and covering those areas within the Mozambican Territory as stipulated from time to time by us.
- 2.23 **“Network Service Provider”** means the provider of mobile phone services.
- 2.24 **“Outlet Operator”** means the assistant dealing with you at an Outlet.
- 2.25 **“Outlet”** means any shop, unit or other retail premises operated by an Agent.
- 2.26 **“Payments”** means money paid to an Agent, for the purchase of an equivalent amount of E-Money sums credited to your Account, any such monies thereafter being held by the Trustee on trust for you as specified herein.
- 2.27 **“PIN”** means your personal identification number being the secret code you choose to access and operate your Account.
- 2.28 **“Pre-paid Airtime”** means mobile phone calling credit on Vodacom’s Network.
- 2.29 **“Registration Form”** means the registration form containing registration details and acceptance of these Conditions of Use by you in the form annexed hereto;
- 2.30 **“SIM Card”** means the subscriber identity module which when used with the appropriate Mobile Equipment enables you to use the M-PESA Services.
- 2.31 **“SMS”** means a short message service consisting of a text message transmitted from one Mobile Phone to another.
- 2.32 **“Start Key”** means the one-time 4-digit PIN sent to you on registration for the purpose of activating your Account.
- 2.33 **“Tariffs”** means actual charges for use of the M-PESA Services as published in the M-PESA Web-Site.
- 2.34 **“Tariff Guide”** means a catalogue published for the Tariffs payable for the M-PESA Services, as updated from time to time.
- 2.35 **“Transactions”** means any of the transactions specified in Clause 8.5.
- 2.36 **“Transfer Instructions”** means instructions given via SMS for the transfer of E-Money from one Customer to another.
- 2.37 **“Trustee”** means Vodafone M-Pesa, SA which holds the aggregate of all Payments and sums equivalent to all transfers of E-Money into your M-PESA Account from other Customers on trust for you in the Trustee Account.
- 2.38 **“Trustee Account”** means the Bank Account maintained by the Trustee into which all Payments are made and held by the Trustee on behalf of Customers.
- 2.39 **“User Manual”** means a document describing the M-PESA System and its use.
- 2.40 **“we” or “us” or “our”** means Vodafone M-PESA, SA and (where applicable) the Trustee.
- 2.41 **“you” or “your”** means the Customer.

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

- 3.1 Any Vodacom Mozambique customer may register for the M-PESA service provided they have an active Vodacom Mozambique SIM.
- 3.2 The M-PESA service is limited to one account per customer, irrespective of how many Vodacom SIMs are held by a customer.