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## TERMS AND CONDITIONS FOR USE OF MOBILE MONEY SERVICES



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### ***Confidentiality***

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### 1. DOCUMENTED BY



This document was reviewed by:

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### 2. AUTHORISED BY

This document is authorised by:

Mobile Money Rwanda:

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### 3. APPROVAL

This document will be approved by the Executive Management of Mobile Money Rwanda Limited and MTN Rwandacell Plc.

### 4. VERSION CONTROL

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## TERMS AND CONDITIONS FOR USE OF MOBILE MONEY SERVICES

### 1. THE AGREEMENT

1.1. These Terms and Conditions set out below are applicable to all Mobile Money Products and Services.

1.2. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication and/or your acceptance by performing any Transaction on the Mobile Money Service.

### 2. DEFINITIONS

The following terms will have the specific meanings assigned to them in 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. "Cash" means the lawful currency of the Republic of Rwanda.

2.3. "Credit/Cash-in" means depositing funds in your Wallet.

2.4. "Customer" means any person registered on Mobile Money Services

2.5. "Debit/Cash-out" means the movement of funds out of your Wallet.

2.6. "E-money Issuer" means MMRL, a payment service provider authorized to issue e-money under the Regulations governing e-payment.

2.7. "GSM" means the Global System for Mobile communications as defined in the European Technical Standards Institute's list of specifications.

2.8. "Guardian" means a parent or legitimate guardian to a minor who wishes to open a Mobile money wallet.

2.9. "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.

2.10. "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.

2.11. "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.

2.12. "Unclaimed funds" means the money that remains unclaimed in the wallet for a period of 5 years from the date of last transaction.

2.13. "Our Website" refers to the website address <http://www.mtn.co.rw>

2.14. "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.

2.15. "MTN" refers to MTN Rwandacell Plc.

2.16. "MMRL" refers to Mobile Money Rwanda Limited and in some instances may include MMRL's parent company, MTN.

2.17. "Partner Banks" refers to KCB, I&M Bank, Bank of Kigali, ZIGAMA CSS, Equity Bank, GTBank, Vision Finance, BPR, Unguka, Cogebanque, Access Bank, NCBA Bank, Bank of Africa, Amasezerano, AB Bank and/or any other Bank that may be signed on to the Mobile Money Service from time to time.

2.18. "Person" means a natural person or legal entity.

2.19. "Personal Data" means any data and/or information which uniquely identifies, or is capable of identifying a customer, including without limitation to data and/or information of any MMRL customer who sends or receives money and/or who does any other transaction via the Mobile Money platform.

2.20. "PIN" means Personal Identification Number being the secret code you choose for your transactions without which Wallet transactions cannot be executed.

2.21. "POS" means a Point-of-Sale device (Tap and Pay) which is used for Mobile Money transactions.

2.22. "RWF" means Rwandan Francs, being the transacting currency acceptable under this agreement.



2.23 "Services" refers to the services provided by us relating to your Mobile phone to enable you to use Mobile Money.

2.24 "SIM Swap" means the process of replacing an existing SIM with a new one or moving the existing number to the new SIM.

2.25 "SMS" means a Short Messaging Service consisting of a text message.

2.26 "Wallet" refers to a customer's Mobile Money transactional account which is accessed primarily through their mobile phone.

2.27 "Wallet holder" refers to the person in whose name the Mobile Money Wallet is registered.

2.28 "We" or "Us" refers to Mobile Money Rwanda Limited.

2.29 "You" or "Your" or "Customer" means the Wallet holder.

### 3. THE MOBILE MONEY SERVICE

3.1 The Mobile Money service enables you 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 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 Mobile Money Platform and this service is currently available to anyone who meets requirements set by MMRL and the Central Bank of Rwanda. You commit to use Mobile Money only on our network or on International Roaming unless otherwise notified by MMRL.

### 4. ACCEPTANCE OF TERMS AND CONDITIONS

4.1 Before subscribing and performing any transaction using the Mobile Money Service, you must carefully read and understand these terms and conditions ("rules") which shall govern the use of Mobile Money Services as they are set out in this document.

4.2 Upon clicking the option "Accept" Option on the Mobile Money Menu as the Data Subject, you confirm that you have read, understood and agreed to abide with these terms and conditions.

4.3 By using or continuing to use the Mobile Money Service, you consent to the collection, processing and transferring of your personal information ("personal data") and you voluntarily provide to MMRL and/or any third party contracted by us to collect process and/or transfer such personal data by method and/or means that shall be used by us at our sole discretion.

4.4 You acknowledge and accept that the Personal Data which relate to your person represent the referred to personal data within the meaning provided under these Terms and Conditions and/or in accordance with the Law N° 058/2021 of 13/10/2021 Relating to the Protection of Personal Data in Rwanda on the protection of natural and/or moral persons with regard to the processing of personal data and/or as it may be amended from time to time. You further declare that you are at least 16 years old and if not then you confirm that such consent has been expressed or given by the person who has the parental responsibility for you or your guardian.

4.5 You accept that your personal data which is and/or will be collected and/or stored during registration for Mobile Money services in your names, including telephone conversations that will be collected and/or stored through or by MMRL customer care representative or personnel and any transactions conducted on your Mobile Money Account(s)/wallet(s), may from time to time be utilized, stored, processed and/or shared by MMRL for purposes of optimizing the service convenience and/or enabling customers and enhance your experience and will be recorded and stored for record keeping purposes as per regulatory requirements.

4.6 We undertake to protect your collected data and shall ensure shared data is well protected, from misuse and unauthorized access or disclosure by any receiving party (recipient). In the case of transmission of personal data to third parties and/or countries, MMRL shall have sufficient control mechanisms for their protection.

4.7 You hereby expressly consent and authorize us to transfer your personal data in particular:

4.7.1 To and from any local, international law enforcement, competent regulatory and/or

governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud and/or competent regulatory or government authorities for the purpose of fulfilling our statutory obligations prescribed by relevant legal regulations.

4.7.2 To MMRL service providers, dealers, agents or any other company that may be or become MMRL's subsidiary or holding company for reasonable commercial purposes relating to the Services.

4.7.3 To MMRL lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings.

4.7.4 For reasonable commercial and/or contractual purposes connected to your use of the Services, such as marketing and research related activities; and

4.7.5 In business practices including but not limited to quality control, training and ensuring effective systems operation.

4.7.6 To any other relevant recipients/categories of recipients with domiciles outside Rwanda to the extent permitted by the law.

## 5. APPLICATION FOR WALLET

5.1 You understand that you can only apply for a Wallet if you are an active customer:

5.1.1 Rwandan citizens with a valid National ID Card, Passport or national driving license may apply for a Mobile Money Wallet.

5.1.2 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 (if available).

5.2 You ascertain that any information provided to MMRL is true and accurate and that you 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.

5.3 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, and which will be signed by the latter.

5.4 If we believe that the information provided by you is not sufficient proof of your identity, we are entitled to decline your application to open a Wallet or to revoke the same at any stage at our sole discretion.

## 6. FEES AND OTHER CHARGES

MMRL 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 our Service Centers, from authorized Mobile Money Agents, by contacting our Call Centre on 100, or by accessing our website <https://www.mtn.co.rw/momo/personal/mo-mo-tariffs/>

## 7. TRANSACTING / LIMITS

7.1 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 as may be amended from time to time.

7.2 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 MMRL 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.

7.3 You must authorize your transactions with a secret PIN that you create when you apply for the Mobile Money service and/or by such other method we may prescribe from time to time.



7.4 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 your mobile phone.

7.5 You must at all times count the cash received and confirm your balance immediately after a cash out transaction.

7.6 You must always confirm your balance immediately after a cash in transaction.

7.7 You will not be permitted to 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.

7.8 In addition to 7.7 the monthly balance on your Wallet may at no time exceed the prescribed Central Bank limit.

## 8. SECURITY AND UNAUTHORIZED USE

8.1 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 blocked. In the event that the wallet is disabled, you can call the call center to reset your PIN for any amount equal or below Frw 20,000 and you can visit your nearest Service Centre for your PIN Reset.

8.2 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.

8.3 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, call us on 100 (Toll Free) or visit any of our Service Centre for your PIN to be reset or Wallet unblocking. 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.

8.4 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.

## 9. STATEMENTS

9.1 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.

9.2 You can use your mobile phone to request your balance or mini statement on your Wallet or alternatively you may visit any of our service center to request for your statement.

## 10. CLOSING YOUR WALLET

10.1 We will close your Wallet upon receiving a closure request from you.

10.2 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.

10.3 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.

10.4 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.

10.5 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 your 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 our service center to reactivate it.

- 10.6 We may close your Wallet if you are no longer a Mobile Money customer, or your Wallet remains Inactive or Dormant for a period of 24 months.

- 10.7 Unclaimed funds on your wallet that have been dormant for five (5) years shall be transferred to the Central Bank by us within a period not exceeding thirty (30) days from the end of the five (5) years.

- 10.8 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 10.

#### 11. 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.

#### 12. NOTICES

- 12.1 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.

- 12.2 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.

- 12.3 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 Mobile Money services' information and or Mobile Money services promotional purposes only.

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

**Mobile Money Rwanda Limited**  
**MTN Centre Building, Nyarutarama**  
**Kigali-Rwanda**

- 12.5 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.

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

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

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

- 13.1.2 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.

#### 14. FRAUD PREVENTION

- 14.1 You, the Wallet holder, consent to us:

- 14.1.1 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.

- 14.1.2 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

- 14.1.3 You understand and agree that the record of this suspicion will then be availed



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.

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.

## 15. GENERAL

- 15.1 We may vary or amend at any time these Terms and Conditions and the Transaction Fees and without notice to you. Any such variations or amendments will be published in the daily newspapers and/or our website and/or by any other means as determined by us and any such variations and amendments shall take effect immediately upon publication.
- 15.2 You shall not vary any of these terms and conditions.
- 15.3 You agree that we may sue you in any court of competent jurisdiction in Rwanda.
- 15.4 A favor or concession we may give you will not affect any of our rights against you.
- 15.5 These terms and conditions are governed by Rwandan Laws.
- 15.6 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.
- 15.7 You must notify us if you are under an administration order, sequestration or any other form of insolvency.
- 15.8 You must pay all our expenses in recovering any amounts you owe us including legal fees.
- 15.9 A certificate signed by any of our representatives (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.
- 15.10 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.
- 15.11 You must notify us immediately of any change of your details in your application.
- 15.12 You agree that your information, including your personal data, your telephone conversations with our call center and your transactions will be recorded and stored for record keeping purposes for ten (10) years from date of closure of Wallet.
- 15.13 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.
- 15.14 All copyright, trademarks and other intellectual property rights used as part of our Services or contained on our documents are owned by MMRL or its licensors. You agree that you acquire no rights thereto.
- 15.15 You accept that all transactions effected on your mobile phone are subject to other applicable Regulations and Terms and Conditions available on our website or from our call Centre.

## 16. SANCTIONS

- 16.1 Any abusive and/or fraudulent usage of your Mobile Money Wallet and any false declaration may be punished by the Laws in place in Rwanda.
- 16.2 Any abusive and/or fraudulent usage of your Mobile Money Wallet and any false declaration may also lead us to suspend temporarily or indefinite rights to access to Mobile Money services.
- 16.3 Any cost engaged by us in recovering transactions and undue payments made by you, will be borne by the user legal interest rate.
- 16.4 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.



## 17. YOUR RESPONSIBILITIES

- 17.1 You 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.
- 17.2 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.
- 17.3 In case of any complaints regarding the service, you must lodge the said complaints within a period of thirty (30) calendar days from the date of detection of the anomaly, we shall acknowledge receipt of the complaint lodged and have maximum of 30 working days to resolve it and or respond to the Customer.
- 17.4 You must use one of the following medium in lodging your complaint(s) within the specified time period provided in Clause 17.3 above, Call Center on the number 100 (Toll Free), Visit to Service center or via electronic mail from our website.
- 17.5 In the event that you are not satisfied with the feedback provided by MMRL on your complaint, you may refer the matter to the National Bank of Rwanda (BNR) within five (5) days in writing following our response or after the expiry of the timelines specified in clause 17.3 whichever comes first. Notwithstanding anything contained under this clause 17.5, 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.
- 17.6 In the event of damage, loss or theft of the SIM card, you are obliged to inform us immediately of such damage, loss or theft. We 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 Call Centre on the number 100 (Toll Free) or visit the nearest Service Centre.

- 17.7 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 17.7, you will be required to visit the nearest Service Centre with your valid identification document as mentioned in Clause 5 PROVIDED THAT the same document was used to open your Mobile Money Wallet.
- 17.8 In case of Fraud or scams, you must subsequently provide details of fraud, scams, or unauthorized transaction and a police extract as part of your complaints to commence the necessary checks. Note that any loss incurred during this period will be a personal liability for which MMRL shall not be responsible.
- 17.9 We will not be liable for any transactions on your account as a result of damage, loss or theft of your SIM card.
- 17.10 You must comply with any instructions that we may issue from time to time about the use of the Mobile Money Services.

## 18. MONEY TRANSFER REVERSALS

- 18.1 You must lodge a formal complaint of a wrong transfer not later than 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.
- 18.2 Where possible we 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.
- 18.3 Where the amount in question is fully available in the Wallet and the recipient does not consent to the reversal as at the time of receiving the complaint, we 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.

- 18.4 In the event where the amount is not in the Wallet, you would be advised accordingly. We may conduct further investigations in this event to satisfy our internal procedures.
- 18.5 Provided that you report to us within 30 days of after the transaction, we will take reasonable steps to contact the supposed wrong recipient, through calls and SMS, within 3 working days of receiving a reversal request.
- 18.6 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.
- 18.7 Where the wrong recipient has been responsive, and investigations concluded showing satisfactorily that it was a wrong transaction, we will endeavor to perform the reversal after the 3 working days of the conclusion of the investigation or notification from relevant authorities.
- 18.8 We do not have any obligation to perform a reversal in the event of any dispute with any wrong recipient.
- 18.9 We 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.
- 18.10 We will not be liable for any refunds or damages whatsoever resulting from a wrong transaction.
- 18.11 If a Mobile Money account is closed as a result of customer's death, the balance standing to the customer's account shall be paid over to the next of kin as may be mentioned in the Mobile Money Registration Form and/or the administrator nominated in the letters of administration issued by a competent Court of Jurisdiction or Executors stated in a will.

## 19. AIRTIME REVERSALS

- 19.1 Reversals cover only airtime purchased from your own wallet.
- 19.2 The reversal can only be initiated and completed by you.
- 19.3 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.
- 19.4 You can reverse airtime only once a week. Transactions below RWF 50,000 cannot be reversed.
- 19.5 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.
- 19.6 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.
- 19.7 Transaction notification will be sent to both the sender and receiver upon completion of the reversal.
- 19.8 You can reverse airtime only once a week. Transactions below RWF 50,000 cannot be reversed.
- 19.9 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.
- 19.10 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.
- 19.11 Transaction notification will be sent to both the sender and receiver upon completion of the reversal.