



CUSTOMER TERMS AND CONDITIONS

Please read and fully understand each clause set out in these rules on NetOne Mobile Financial Services (MFS) account for Mobile Money Transfers. The Customer shall fully understand the terms and conditions (Rules) set out in this document. Please note that when You complete and sign the application You are agreeing to bound by these Rules, together with the general OneMoney Subscriber Terms and Conditions, in respect of the Mobile Money Transfer (MMT) services set out herein.

A. INTERPRETATION

1. Account means Your OneMoney account administered by NetOne MFS.
2. Agreement means the Application form together with these rules, which form a legally binding agreement between You and NetOne.
3. Application form means the application form issued by a registered OneMoney Agent. These rules are attached to the application form.
4. Cash means the United States Dollar (USD) or any other currency that shall be declared legal tender from time to time.
5. Charges mean the fee payable by Customer for using the OneMoney Mobile Money Transfer services.
6. Credit means the transfer of E-money into Customer's account.
7. Debit means the transfer of E-money out of Customer's account.
8. Customer call centre means the OneMoney customer call centre
9. Deposit means the cash Deposit made by Customer at NetOne shop or appointed OneMoney Agent outlet.
10. E-money means the electronic money created and issued by OneMoney which will equate to the deposits.
11. ID means a National Identity card, passport or driver's licence; and passport with a residence and/or work permit for foreigners.
12. MSISDN means Customer's cell phone's mobile station identification number.
13. Outlet/Agent means each entity registered by OneMoney to fulfil functions of Mobile Money Transfer.
14. PIN means the Personal Identification Number chosen by Customer.
15. Secret password means the secret password allocated to Customer upon activation of Customer's account.
16. Services mean the OneMoney OneMoney Mobile Money Transfer Services to be offered through OneMoney which will enable Customer to perform transactions.
17. SMS means short message services.
18. Start PIN means the 4-digit PIN allocated to Customer for activation of the Customer's account and shall always be used when making money transfers by Customers.
19. Transactions mean one or more of the transactions listed in clause 4 below.
20. USSD means the Unstructured Supplementary Service Data menu on Customer's cell phone that lists all the services.
21. Customer means MFS registered subscriber
22. NetOne means network provider
23. NetOne agent means an approved individual/organisation to offer MFS services on behalf of NetOne
24. Bank means a financial institution offering bank to wallet or wallet to bank services

B. CUSTOMER'S ACCOUNT

1 APPLYING FOR AN ACCOUNT

- 1.1 Customer may open an OneMoney Account provided that he/she has a OneMoney line and have completed the form.
- 1.2 Customer may open an account at any OneMoney branded shop or Appointed Agency.
- 1.3 To qualify for an account Customer must:
 - 1.3.1 Be above 16 years of age; and
 - 1.3.2 Complete an application form and give the completed application form to any appointed OneMoney Agent; and
 - 1.3.3 Present his/her original ID and copy of it to the Agent; and
 - 1.3.4 Provide all of the details and particulars and documentation required in the Application Form to OneMoney satisfaction.
- 1.4 OneMoney reserves the right to refuse to open an account
- 1.5 Customer may not have more than 3 (three) OneMoney accounts.

2 ACTIVATING Customer's ACCOUNT

- 2.1 Customer's account is activated once You fill in the form and provide a copy of Your ID for registration and its captured in the MFS System
- 2.2 Immediately after registering Customer for the service, Customer will be provided with a Start PIN which Customer shall use to activate the account by following the instructions on the OneMoney menu.
- 2.3 Once Customer's is activated Customer will (i) be allocated a secret word and (ii) be required to choose a PIN, which will entitle Customer to use OneMoney services with immediate effect.
- 2.4 Customer can then buy E-money that will be credited to his/her Account by making a cash payment to the Agent, after which Customer will be able to perform money transfer transactions using his/her cell phone.

3. CUSTOMER'S ACCOUNT

- 3.1 If Customer has an OneMoney account he/she may transact within limits approved by Regulatory authorities from time to time
- 3.2 If Customer attempts to exceed the limit his/her account may be viewed with suspicion and suspended or closed as set out in clause 6

below.

- 3.3 Customer may not operate his/her account on behalf of others and Customer shall remain the sole owner of all E-money in his/her account.

- 3.4 Customer's account shall not be transferred to another OneMoneySubscriber under any circumstances.

- 3.5 Customer's E-money balance shall not accrue interest.

- 3.6 Customer undertakes not to use his/her account to commit any offence under the Zimbabwe law. Should it come to MFS's attention that any such offence has been committed by using a Customer's account, the account will be closed or suspended as set out in clause 6.

- 3.7 Customer shall immediately notify OneMoney of any change of personal details that

were supplied to NetOne when opening the account.

4 DOING TRANSACTIONS

- 4.1 Customer may perform the following OneMoney transactions using the following channels:

- 4.1.1 Exchanging cash for E-money at an appointed OneMoney Agent; or NetOne shop

- 4.1.2 Exchanging E-money for cash (cash withdrawal) at an appointed OneMoney Agent; or NetOne shop

- 4.1.3 Transferring E-money to another registered customer's mobile phone; and/or

- 4.1.4 Transferring E-money to an unregistered customer, who will only be able to withdraw cash at any OneMoneyAgent; or NetOne shop

- 4.1.5 Purchasing prepaid airtime using E-Money; and/or

- 4.1.6 Making payments to merchants when purchasing goods or services; and/or

- 4.1.7 Paying Bills.

- 4.2 NetOne reserves the right to add more functions from time to time onto the Services and shall notify the Customer of such additional transactions and functionalities through communications channels, such as but not limited to SMS.

- 4.3 When the transaction(s) are processed, Customer's account shall be debited or credited depending on whether Customer is depositing or withdrawing.

- 4.4 NetOne will verify and confirm all

transactions performed through Customer's account by sending an SMS to Customer. All reports and records generated by the MVT MS will be proof of the facts contained in such records and reports unless the contrary is proven.

4.5 In the event that Customer does not have enough E-money to enable a transaction and pay the relevant charges, the Transaction will be declined by NetOne.

4.6 Customer shall be responsible for ensuring that the information provided when doing transactions is correct. If Customer provided incorrect information, the Customer will have no claim against NetOne MFS, Partner Banks or any OneMoney Agency for any losses or damages that may be incurred.

4.7 Any E-money transferred by Customer 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 Customer. The principal amount of E-money that was not withdrawn will be credited back to Customer's account. However, the original transfer charges levied on the original transaction will not be returned to Customer.

5 STATEMENTS ON CUSTOMER'S ACCOUNT

5.1 Customer may obtain a balance on his/her account using the "Balance Enquiry" function on the USSD menu. Please note that no printed or electronic statements will be given to Customer.

5.2 Each transaction done by Customer will be issued with a unique receipt number, via SMS, together with the Transaction confirmation and verification and the latest account balance.

5.3 The receipt number sent to Customer shall be kept by Customer and will be used to track and/or identify all Transactions effected on Customer's.

6 CLOSING OR SUSPENSION OF ACCOUNT

6.1 NetOne will close Customer's account upon receiving a written request from Customer to do so.

6.2 NetOne may at any time close the account or restrict access to Customer's Account without prior notice to Customer if:

6.2.1 NetOne suspects fraud on Customer's account or if NetOne is required to

do so by law.

6.2.2 NetOne becomes aware or have reason to believe that Customer's cell phone, SIM card or Your PIN used in relation to Customer's account is being or has been or is likely to be used in an unauthorised, unlawful, improper, or fraudulent manner, or for any criminal activities.

6.2. NetOne becomes aware that any of Customer's registration information (as contained in customer application form) on record is incorrect or incomplete.

6.2.4 NetOne believes that Customer is in breach of these Rules or is trying to compromise NetOne's system or is interfering with any services provided by NetOne.

6.2.5 Customer opened or tried to open more than 3 accounts.

6.2.6 Customer has not performed any transaction for a period of ninety (90) days. NetOne will then be entitled at its discretion to notify Customer that it considers Customer's account as being dormant, and encourage Customer to perform transactions through his/her Account. Should Customer not perform transactions for a period of 12 months NetOne may at its discretion close the Customer's account.

6.2.7 Customer has not performed any transaction for a period of 90 days. NetOne will monitor Customer's account for a further 90 days, and then be entitled at its (NetOne) discretion notify Customer that the Customer's account is considered to be dormant, and encourage Customer to perform transactions through the said Account. Should Customer not perform transactions for a period of 6 months NetOne may at its discretion close the account.

6.2.8 Customer ceases to be a OneMoneysubscriber.

6.2.9 Customer is declared insolvent, bankrupt or dies, or issued with a Court order or under and/or a regulation or law that requires NetOne to close the account.

6.3 Any credit balances in the account will be repaid under the following circumstances:

6.3.1 upon Customer presenting himself/herself in person with satisfactory proof of identity at any outlet or agency.

6.3.2 In the event that Customer dies, to the Executor of Customer's estate.

6.4 NetOne will not be liable to Customer for any direct, indirect or consequent or special

damages arising from any act or omission by NetOne MFS, Partner Banks, or any OneMoneyoutlet for which NetOne and its partners are responsible whether arising in contract, delict or statute if we close, restrict or suspend Customer's account in terms of clause 6.

7 SECURITY AND UNAUTHORISED USE

7.1 Customer shall at all times be responsible for keeping his/her Start PIN, PIN and Secret Word safe, including when using it on his/her cell phone. Further, Customer shall not tell anyone his/her Start Pin or PIN. This includes, but is not limited, to staff of OneMoneyCustomer Call Centre, Outlets and their staff, Partner Banks and their staff and the OneMoneyAgencies and their staff. Customer may only tell a Customer Call Centre operator his/her Secret Word. It is Customer's responsibility to keep his/her PIN secret. Therefore, NetOne shall presume that any transactions done on Customer's account using his/her PIN are done by Customer. For that reason, OneMoneyshall not be liable for any loss suffered by Customer if his/her PIN is accessed or used by someone else.

7.2 Customer shall immediately call the Customer Call Centre, when he/she discovers that his/her cell phone and/or SIM card is stolen or lost or visit an OneMoney service centre. As soon as possible, after Customer has notified NetOne that his/her Cell phone or SIM card is lost or stolen, NetOne shall suspend Customer's account for purposes of carrying out an investigation.

7.3 Any delay in notifying NetOne will be considered negligence on Customer's part and neither NetOne MFS, Partner Banks nor any OneMoneyAgent shall be liable for any losses incurred or suffered by Customer should the Customer delay in notifying NetOne when the cell phone and/or SIM card are lost and/or stolen.

7.4 Customer shall be responsible for all transactions together with all charges in respect of such transactions made before Customer blocks the SIM card. Customer shall not claim this money back from NetOne MFS, Partner Banks or any OneMoneyAgency. Customer shall indemnify NetOne MFS, Partner Banks and the Agency in full against any claims made in respect of such transactions.

7.5 Customer's account will only be

reactivated once his/her SIM has been replaced or upon written request from Customer

8 FEES AND CHARGES

8.1 Customer agrees to pay the applicable charges to NetOne for all the transactions performed by Customer on his/her account. A list of these charges is available at any OneMoneyoutlet or can be accessed by calling the OneMoneyCustomer Call Centre or via our website at www.netone.co.zw.

8.2 NetOne may, by written notice to Customer and/or by public notice in a widely read local newspaper, vary future Charges and/or by way of SMS, either in whole or in part, with effect from the date specified in such notice.

8.3 Any charges will be deducted directly from Customer's account on conclusion of each transaction without further notice.

8.4 Customer shall pay a SIM card replacement fee if his/her SIM is lost, stolen or damaged.

9 LIMITATION OF LIABILITY

9.1 Without detracting from any other provisions of this Agreement, NetOne shall not be liable to Customer for any loss or damage, whether direct or consequential in the event that:

9.1.1 The banking channels, networks, cell phones, internet and/or terminals or supporting networks fail,, malfunction, are interrupted, suspended and/or terminated for whatsoever reason;

9.1.2 such loss or damage suffered by Customer, whether arising in contract, delict, statute or otherwise, unless it is directly caused by NetOne and its partners' gross negligence, or wilful default. Default for any such act shall be limited to the amount of the loss that a reasonable person in Customer's position will have suffered, for the avoidance of doubt; any such loss shall exclude indirect, special and/or consequential losses and /or damages.

9.1.3 NetOne makes no representations and give no warranties of whatsoever nature to and in favour of the Customer, whether express or implied in respect of the services.

9.1.4 9.1.5 In the event that OneMoneyis compelled to change or reassign Customer's telecommunications numbering to meet any Regulatory requirements, or for any other reason, MFS's liability will be limited to retaining Customer's account and where

possible transferring such account to a new MSISDN, failing which any credit balance will be paid to Customer in cash.

10 CUSTOMER SERVICE

10.1 The secret word allocated to Customer will be used to identify the Customer as the rightful owner of the account when making any queries with respect to Customer's account with the call centre.

10.2 Customer may call the Customer Call Centre on 111 if he/she wants to do any of the following:

- 10.2.1 Receive a full list of outlets;
- 10.2.2 seeking clarification of any query on his/her account;
- 10.2.3 seeking clarification of a query on any transactions performed through Customer's account;
- 10.2.4 where a customer has a problem with his/her account;
- 10.2.5 Lodge a complaint; and /or
- 10.2.6 Require further information regarding the services.

11. CONFIDENTIALITY

11.1 The Parties shall keep all knowledge and information acquired or supplied by each to the other in terms of this agreement confidential, with the following exceptions:

11.1.1 it was in the possession of or known to the receiving party or disclosure thereof by the disclosing party other than pursuant to a breach by the receiving party of its obligation in terms of this clause; or

11.1.2 it is or becomes publicly known otherwise than pursuant to breach of its obligation in terms of this clause by the receiving party; or

11.1.3 the receiving party is required, pursuant to the order of a court of competent jurisdiction or otherwise as authorized by law to disclose such information.

11.1.4 The obligations of the parties in terms of this clause shall survive any termination of this agreement.

11.1.5 Customer hereby agrees that all of his/her information including personal information, his/her telephone conversation with NetOne customer call centre, and his/her transactions will be recorded and stored for record keeping purposes from the date on which Customer's account is closed.

12 APPLICABLE LAW AND JURISDICTION

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

12.2 Both parties shall comply with all applicable laws and governmental regulations. Neither 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.

12.3 Parties hereby submit to the jurisdiction of the Magistrates 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, if Customer is found liable, shall be obliged to pay NetOne costs at the legal practitioner-client scale, and any and all other costs and collection commission incidental thereto and so charged

13 ADDRESSES FOR NOTICES

13.1 The house number and street address that the Customer has provided on the application form shall be regarded as Customer's chosen address where notices may be sent or delivered, and documents in legal proceedings may be served. The Customer shall be entitled to vary his/her address upon written notice to the other party.

13.2 The chosen address for OneMoney for any service of notices or documents in legal proceedings shall be OneMoney 16th Floor Kopje Plaza No.1 Jason Moyo Avenue, Harare, marked for the attention of the Chief Executive Officer.

13.3 Any notice given by one party to the other shall be deemed to have been received within the following periods;

13.3.1 Seven days after posting the notice; or

13.3.2 On the same day if the notice is hand-delivered; or

13.3.3 At the same time if the notice if the notice is sent by fax.

13.4 Notwithstanding anything to the contrary, NetOne shall be entitled to send information to the Customer via SMS to the contact cellphone number provided by Customer on the application form for the avoidance of doubt, any such SMS messages sent shall be for information purposes only.

14 CHANGES

14.1 NetOne may at any time amend these rules and will give Customer reasonable notice of such amendments;

14.2 Customer may not change any of the rules. However, he/she is free to bring in his/her views for the consideration.

15 GENERAL

15.1 All copyright trademarks and other intellectual property rights used in connection with the services, the system or contained in documents are owned by NetOne MFS, or the OneMoneyoutlets and Customer hereby agrees that he/she has no rights thereto.

15.2 No indulgence, leniency or extension of time, which NetOne may give to Customer shall in any way prejudice NetOne from exercising any of this right in the future.

15.3 Customer shall immediately tell NetOne if he/she is under an administration order, are sequestered or have any other form of legal incapacity.

15.4 A certificate signed by any of NetOne managers (whose appointment need not be proven) as to the amount Customer owes NetOne in legal proceedings, be sufficient proof of the facts, unless Customer can prove it is wrong