AIRTEL MONEY INTERNATIONAL MONEY TRANSFER (IMT) TERMS AND CONDITIONS

1. INTRODUCTION AND ACCEPTANCE

1.1. These Terms and Conditions (the "**Terms**") govern your access to and use of the Airtel Money International Money Transfer services (the "IMT Services"), which forms part of the Airtel Money Services provided by Airtel Money Kenya ("**Airtel Money**", "**we**", "**us**" or "**our**").

1.2. These Terms are supplemental to, and must be read together with, the Airtel Money Terms and Conditions of Use and the Airtel Money Privacy Notice, each as amended from time to time and made available through the Airtel Money channels.

1.3. By registering for, accessing or using the IMT Service, you confirm that you have read, understood, and agreed to be bound by these Terms, the Airtel Money Terms and Conditions of Use and the Airtel Money Privacy Notice.

1.4. If there is any inconsistency between these Terms and the Airtel Money Terms and Conditions of Use ("Airtel Money Terms"), these Terms will prevail to the extent of that inconsistency in relation to the IMT Service only.

2. DEFINITIONS

In these Terms, unless the context otherwise requires and in addition to the definitions in the Airtel Money Terms:

"**Airtel Money Services**" means the mobile money and payment services provided by Airtel Money, including International Money Transfer services, which may be provided by Airtel Money directly or in collaboration with a Correspondent Partner.

"**Airtel Money System**" means the application and/or system and/or platform operated by Airtel Money providing the Airtel Money Services.

"**Account**" means your Airtel Money account as defined in the Airtel Money Terms.

"**Beneficiary**" means the person in the Destination Country designated by you as the ultimate recipient of the Remittance funds and to whom Airtel Money or its Correspondent Partner is required to deliver the funds.

"**Correspondent Partner(s)**" means any bank, money transfer operator, mobile financial services provider, pay-out agent, licensed or registered agent partner, settlement partner or other institution engaged by Airtel Money to facilitate sending, settlement, processing, screening, wallet credit, bank credit, cash pay-out or payment of a Remittance in a relevant corridor.

"**Destination Country**" means the country to which you send a remittance through the IMT Service.

"**E-Money**" means the electronic monetary value depicted in your Airtel Money Account representing an equal amount of cash held by Airtel Money and which may be redeemed through an Airtel Money Agent for an equal amount of cash.

“**Eligible Territory**” means any country or jurisdiction approved by Airtel Money from time to time for the receipt or delivery of Remittances under the IMT Service.

“**KYC**” or “**Know Your Customer**” means the identification, verification and due diligence information and documentation required to be obtained, verified and maintained in accordance with applicable anti-money laundering, counter-terrorism financing and related laws and regulations.

“**Local Currency**” means the lawful currency of the relevant Destination Country or Eligible Territory, and any additional currency approved by Airtel Money for the IMT Service from time to time.

“**Mobile Wallet Account**” means the digital account allocated and activated against a mobile number for purposes of accessing mobile money services, including receipt or delivery of Remittances through the IMT Service.

“**Exchange Rate**” means the currency conversion rate, including any applicable margin, mark-up or foreign exchange charge, at which a Remittance amount is converted from the currency of the Originating Country, settlement currency or other applicable currency into the currency of the Destination Country, as determined by Airtel Money and/or its Correspondent Partner at the time you confirm the transaction.

"**IMT Services**" has the meaning given in Clause 1.1 and forms part of the Airtel Money Services as defined in the Airtel Money Terms.

“**Inbound Transaction**” means a Remittance received or made available for receipt by a Beneficiary in the Destination Country or Eligible Territory through the IMT Service.

"**Originating Country**" means Airtel Money Kenya in which your Account is registered and from which you initiate the remittance.

“**Outbound Transaction**” means a Remittance initiated by you from your Airtel Money Account in the Originating Country for payment, credit or release to a Beneficiary in a Destination Country or Eligible Territory through the IMT Service.

“**Payment Instruction**” means the instruction submitted through an approved Airtel Money channel or interface requesting Airtel Money and/or its Correspondent Partner to process a Remittance, including the amount to be sent or paid, the Beneficiary details and any other information required to complete the transaction.

“**Personal Data**” means any information relating to an identified or identifiable natural person, including any personal information relating to you, a Beneficiary or any other relevant data subject processed in connection with the IMT Service.

“**Refund**” or “**Reversal**” means the act of re-directing the E-Money value from the recipient’s account back to the original sender’s account.

“**Remittance**” or “**Transfer**” means an international money transfer transaction initiated by you through the IMT Service for the purpose of sending funds to a Beneficiary in a Destination Country or Eligible Territory.

“**Successful Transaction**” means a Remittance that results in a credit operation to the Beneficiary’s wallet, account or other approved receipt channel following a valid Payment Instruction.

“**SMS**” means a short messaging service that enables the transmission of text messages from one mobile phone to another.

“**Transaction**” means the movement of money into, or out of your Airtel Money Account.

“**Transaction Limits**” has the meaning captured in clause 6.2.

"**Transaction Charges**" means the Tariffs, fees, commissions and/or other charges payable by you for using the IMT Service, as notified to you at the point of transaction and/or published on the Airtel Money website and/or in the Airtel Money Tariff guide.

Unless otherwise defined in these Terms, capitalised terms shall have the meanings given to them in the Airtel Money Terms.

3. **SERVICE DESCRIPTION**

3.1. The IMT Services enables a registered Airtel Money Customer to send Remittances from the Customer's Airtel Money Account to designated Beneficiaries in approved Destination Countries or Eligible Territories and enables such Beneficiaries to receive the Remittance through the approved receipt channels made available for the relevant corridor, using channels made available by Airtel Money from time to time, including USSD, the Airtel Money application and any other approved interface.

3.2. Depending on the corridor and the receiving arrangements available, a Remittance may be delivered to the Beneficiary through a Mobile Wallet Account, bank account, cash pay-out location or any other delivery method approved by Airtel Money and permitted by applicable law.

3.3. The availability of Destination Countries, Eligible Territories, delivery methods, transaction corridors, maximum limits, supported currencies, Local Currency options and other features of the IMT Service is subject to change at Airtel Money’s discretion, taking into account applicable laws, regulatory approvals and the IMT arrangements agreed with Correspondent Partners.

3.4. Airtel Money may add, suspend, withdraw or vary any corridor, Destination Country, Eligible Territory, delivery method, transaction feature, supported currency, Local Currency option or service functionality at any time in order to comply with law, regulatory requirements, internal risk policies or Correspondent Partner requirements.

4. ELIGIBILITY AND REGISTRATION

4.1. In addition to the eligibility requirements in the Airtel Money Terms, you may only use the IMT Service if:

a) You hold an active Airtel Money Account in good standing;
b) You are at least 18 years of age and have full legal capacity to enter into contracts;
c) You have successfully completed Airtel Money’s KYC and any applicable enhanced due diligence requirements, in line with AML/CFT laws and regulations; and

d) You comply with any additional eligibility criteria that Airtel Money may prescribe for IMT customers from time to time.

4.2. Airtel Money may request additional information and/or documentation from you at any time, including KYC information on your occupation, source of funds, purpose of the Remittance, expected transaction volumes and Beneficiary relationship, and may decline or suspend the IMT Service if such information is not provided or is inadequate, inaccurate or misleading.

4.3. You must provide accurate and complete Beneficiary details, including, where applicable, full name, Mobile Wallet Account number, bank account number and bank details, address and any other details required in the Destination Country or Eligible Territory. For the avoidance of doubt, Airtel Money and its Correspondent Partners shall rely on the Beneficiary details you submit and shall not be liable for any loss arising from your provision of incorrect or incomplete Beneficiary details.

5. **HOW TO SEND REMITTANCE (Outbound Transactions)**

5.1. Before authorising a Remittance, you must carefully review the transaction summary and Payment Instruction details, including the Beneficiary details, transfer amount, applicable Transaction Charges, Exchange Rate, Local Currency amount payable to the Beneficiary and any other information displayed to you. Once you authorise the Remittance using your Airtel Money PIN or other approved authentication method, the Remittance will be treated as authorised by you and may not be cancelled, amended or reversed except as expressly provided in these Terms or under applicable law. Airtel Money may process and share your Personal Data and the Beneficiary's Personal Data in connection with the relevant Payment Instruction in accordance with Clause 12.

5.2. Airtel Money and its Correspondent Partners may rely exclusively on the account number, mobile number, Mobile Wallet Account number, bank details or other Beneficiary identifiers provided by you in the Payment Instruction for the purpose of processing a Remittance, and shall not be liable for any loss, delay, misdirection or failure arising from incorrect, incomplete or inconsistent details provided by you, subject to Clause 10.

5.3. HOW TO RECEIVE THE REMITTANCE BY THE BENEFICIARY (Inbound Transaction)

5.3.1. Airtel Money or its Correspondent Partner will process the Payment Instruction and, where the Beneficiary details are successfully verified, make the Remittance available to the Beneficiary in the Destination Country or Eligible Territory through the approved receipt channel selected or made available for that corridor.

5.3.2. Where the approved receipt channel is a Mobile Wallet Account, Airtel Money or its Correspondent Partner may verify whether the Beneficiary's Mobile Wallet Account is valid, active and capable of receiving the Remittance before crediting the Remittance amount to that Mobile Wallet Account.

5.3.4. The Beneficiary may be required to provide or confirm information required for KYC, identity verification, sanctions screening, fraud prevention, regulatory compliance or receipt of the Remittance, including the Beneficiary's name, mobile number, identification document details, nationality and any other information required by Airtel Money, the Correspondent Partner or applicable law.

5.3.5. Where the Remittance is payable in Local Currency, the amount made available to the Beneficiary will be calculated using the applicable Exchange Rate and will be subject to any Transaction Charges, taxes, regulatory limits, corridor rules and Correspondent Partner requirements disclosed or applicable to the Remittance.

5.3.6. A Remittance will be treated as a Successful Transaction once the relevant amount has been credited to the Beneficiary's Mobile Wallet Account or other approved receipt channel, or otherwise made available to the Beneficiary in accordance with the Payment Instruction.

5.3.7. Airtel Money or its Correspondent Partner may decline, delay, reject, reverse or block receipt of a Remittance if the Beneficiary details cannot be verified, the Mobile Wallet Account or other receipt channel is invalid, inactive or blocked, the Payment Instruction is duplicated, suspicious, fraudulent or incomplete, or receipt of the Remittance is restricted by applicable law, legal process, regulatory requirement, sanctions screening or Correspondent Partner policy.

6. TRANSACTION CHARGES AND LIMITS

6.1. Transaction Charges

Transaction Charges applicable to a Remittance will be disclosed to you before authorisation of the relevant Payment Instruction and may vary by corridor, Destination Country, Eligible Territory, delivery method, amount, customer segment, tax treatment, Correspondent Partner arrangements or other factors determined by Airtel Money from time to time.

Transaction Charges are non-refundable.

6.2. Transaction Limits

All Remittances and Payment Instructions are subject to the applicable transaction and balance limits on your Account, together with any corridor-specific, Destination Country, Eligible Territory, regulatory, sanctions, risk-based or Correspondent Partner limits that may apply from time to time. Airtel Money may set, amend, reduce, freeze or enforce such limits without prior notice where reasonably necessary for compliance, security or risk management purposes.

7. EXCHANGE RATES

7.1. Where a Remittance involves currency conversion into Local Currency, the Exchange Rate applicable to the transaction will be displayed to you at the time of transaction and the Exchange Rate accepted by you at the point of authorisation will apply to that Remittance.

7.2. Exchange Rates may change several times within a day in response to market conditions, settlement arrangements or Correspondent Partner pricing, and Airtel Money does not guarantee that the Exchange Rate applicable to a or Successful Transaction will match any rate published elsewhere.

7.3. Any refund, reversal or recall involving currency conversion may be processed using the Exchange Rate prevailing at the time the refund, reversal or recall is executed, and Airtel Money will not be liable for any foreign exchange loss, gain or variation arising from that difference.

8. **PROCESSING TIME AND DELIVERY**

8.1. Airtel Money will use reasonable efforts to process Payment Instructions and Remittances within the indicative timelines communicated through the relevant channel, but does not guarantee that any Remittance will become a Successful Transaction within a particular period.

8.2. Processing and delivery may be affected by system availability, cut-off times, receiving institution processes, public holidays, weekends, regulatory checks, AML/CFT screening, sanctions screening, telecommunications failures, incorrect Beneficiary details or Payment Instruction details, force majeure events or other matters beyond Airtel Money's reasonable control.

8.3. Airtel Money shall not be liable for delays, non-delivery or restricted availability of the IMT Service, or for a Remittance failing to become a Completed Remittance or Successful Transaction, to the extent caused by AML/CFT screening, sanctions screening or any of the foregoing circumstances, subject always to any liability that cannot be excluded under applicable law.

9. **BENEFICIARY RECEIPT AND IDENTIFICATION**

9.1. Airtel Money or its Correspondent Partners may decline to credit or release funds where the Beneficiary details, Mobile Wallet Account, bank account or other receipt channel do not match the required records, the receiving account or wallet is blocked or ineligible, KYC or identification is unsatisfactory, or the transaction is restricted by law, regulation, sanctions or Correspondent Partner policy.

10. **REFUNDS, CANCELLATIONS AND RECALLS**

10.1. Finality of Transactions

Once a Remittance has been authorised and the related Payment Instruction has been accepted for processing, it is final and irrevocable except to the extent that a recall, cancellation, reversal or refund is permitted under these Terms, applicable law or the rules of the relevant Correspondent Partner.

10.2. Recall Requests

Any recall request will be handled on a reasonable efforts basis only, is subject to whether the funds remain unclaimed, unused or recoverable, and may also be subject to the policies, operational capability and legal obligations of the relevant Correspondent Partner, receiving institution or regulator. Airtel Money does not guarantee that any recall request will be successful.

10.3. Refunds for Failed or Undelivered Transactions

Where a Remittance or Payment Instruction fails due to a technical or system error attributable solely to Airtel Money before becoming a Completed Remittance or Successful Transaction, Airtel Money will refund or reverse the transfer amount as soon as reasonably practicable. In addition, a refund, cancellation, recall or reversal may be processed where the Remittance is rejected, blocked, declined, reversed, unclaimed, duplicated, cancelled, not successfully credited or paid out, or cannot be completed because of incorrect or incomplete Beneficiary details, invalid or inactive Mobile Wallet Account or bank account details, AML/CFT screening, sanctions screening, fraud prevention checks, regulatory restrictions, Correspondent Partner requirements, receiving institution rules, system limitations or any other circumstance preventing completion of the Remittance. Any refund may exclude Transaction Charges and may be subject to deductions, applicable laws, Correspondent Partner rules, collection periods and Exchange Rate movements.

11. COMPLIANCE WITH LAWS AND REGULATIONS

11.1. The IMT Service, each Remittance and each Payment Instruction are subject to all applicable laws and regulations relating to anti-money laundering, counter-terrorism financing, sanctions, exchange control, anti-corruption, fraud prevention, consumer protection, payment systems and data protection.

11.2. You undertake that you shall use the IMT Service only for lawful purposes and must not use it, or permit it to be used, in connection with money laundering, terrorism financing, bribery, corruption, fraud, sanctions evasion, illegal gambling, unlawful goods or services, tax evasion or any other prohibited activity.

11.3. Airtel Money may monitor your Account, Remittances and Payment Instructions for compliance purposes and may delay, decline, block, freeze, suspend, investigate or report any Remittance, Payment Instruction or Account activity where required by law or where Airtel Money reasonably suspects unlawful, suspicious or prohibited conduct.

12. CORRESPONDENT PARTNERS AND DATA PROTECTION

12.1. Airtel Money provides the IMT Service in conjunction with Correspondent Partners and other third parties engaged in sending, processing, settlement, screening, payout, wallet credit, bank credit, customer support, technology and compliance functions in the relevant corridor.

12.2. In order to process a Remittance or Payment Instruction, Airtel Money may be required to collect, use, store, verify, transfer and share your Personal Data and the Beneficiary's Personal Data. Where required by applicable law, you may be required to provide consent before Airtel Money uses or shares such Personal Data with the Correspondent Partners. Airtel Money may also share such Personal Data with Airtel affiliates, banks, payment service providers, screening providers, regulators, financial intelligence units, law enforcement agencies and other authorised third parties, in each case to the extent necessary for service delivery, verification, security, compliance with legal and regulatory obligations, AML/CFT screening, sanctions screening, fraud prevention, settlement, payout, wallet credit, bank credit and customer support.

12.3. Personal Data may be transferred to and processed in jurisdictions outside the Originating Country, Destination Country or Eligible Territory, which may have different data protection standards, provided that Airtel Money will apply appropriate safeguards required by applicable law.

13. SECURITY AND CUSTOMER RESPONSIBILITIES

13.1. You are responsible for protecting your PIN, mobile device, SIM card, credentials and Account access methods, and for ensuring that all instructions submitted through your Account are accurate, complete and authorised.

13.2. You must notify Airtel Money immediately if your phone, SIM card, device or security credentials are lost, stolen, compromised or used without authority, in accordance with these Terms and the Airtel Money Terms. Airtel Money may treat any instruction authenticated with the correct PIN or other approved credentials as valid, whether or not the instruction was in fact given by you, except where applicable law provides otherwise.

14. LIABILITY AND INDEMNITY

14.1. You agree to indemnify Airtel Money, its affiliates, officers, employees, agents and Correspondent Partners against claims, losses, damages, costs and expenses arising from your breach of these Terms, your unlawful use of the IMT Service, your provision of inaccurate information, or any claim by a Beneficiary or third party arising from your Remittance or Payment Instruction.

15. SUSPENSION AND TERMINATION

Airtel Money may suspend, restrict, freeze or terminate your access to the IMT Services where required by law, where your Account is suspended, where there is a reasonable suspicion of fraud or unlawful conduct, or where you breach these Terms or the Airtel Money Terms.

16. CHANGES TO THESE TERMS

16.1. Airtel Money may amend these Terms from time to time by notice through SMS, USSD, application message, website publication or any other approved communication channel, and continued use of the IMT Service after the effective date of the amendment constitutes acceptance of the amended Terms.

17. CUSTOMER SUPPORT AND COMPLAINTS

17.1. You may contact Airtel Money Customer Care for IMT-related queries, transaction status, recalls or complaints using the contact details provided in the Airtel Money Terms and/or on the Airtel Money website.

17.2. Complaints relating to the IMT Service shall be handled in accordance with the complaint-handling procedures set out in the Airtel Money Terms and any additional procedures required by applicable law or by regulators in the Originating Country.

17.3. Where an issue relates to the operation of a Correspondent Partner or receiving institution, Airtel Money will coordinate with the relevant party on a reasonable efforts basis but cannot guarantee a particular outcome.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1. These Terms shall be governed by and construed in accordance with the laws of Kenya, without prejudice to any mandatory consumer protection laws.

18.2. Any disputes arising out of or in connection with these Terms or the IMT Service shall be dealt with in accordance with the dispute resolution provisions in the Airtel Money Terms, including escalation to Customer Care, internal review and, where applicable, referral to arbitration or the competent courts.

19. GENERAL PROVISIONS

19.1. These Terms, together with the Airtel Money Terms and the Airtel Money Privacy Notice, constitute the entire agreement between you and Airtel Money in relation to the IMT Service.

19.2. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19.3. You may not assign or transfer your rights or obligations under these Terms without Airtel Money's prior written consent. Airtel Money may assign or novate its rights and obligations in accordance with the Airtel Money Terms.

19.4. The headings in these Terms are for convenience only and do not affect interpretation.