



Airtel Money Service Terms and Conditions of Use

These are the terms and conditions upon which you may use Airtel Money services (**Airtel Money Service**) provided by Airtel Mobile Commerce Zambia Limited (**Airtel Money**); (“**Terms and Conditions of Use**”) the acceptance of which constitutes a binding contract between yourself and Airtel Money of Stand 2375, Addis Ababa Road, Lusaka, Zambia and supersede all previous Terms and Conditions issued by Airtel Money. These Terms and Conditions of Use take effect on the date of publication. When you register as an Airtel Money Customer or continue to use the Airtel Money Service, you agree to abide by these Terms and Conditions of Use and you shall be deemed to be making an affirmative statement of your acceptance of these Terms and Conditions of Use. It is your responsibility to read and fully understand these Terms and Conditions of Use and if you do not agree with them, you must not proceed to register for and/or use the Airtel Money Services.

1. Definition of Terms

“**Account**” means your Airtel Money 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 in Trust on your behalf.

“**Agent**” means a person appointed by Airtel Money to offer cash in and cash out services and any other services as approved by Airtel Money in the Republic of Zambia as per Airtel Money’s Agency model.

“**Airtel and/or GSM**” means a mobile network operator providing telecommunications services within the Republic of Zambia and licensed by the Zambia Information Communication Technology Authority.

“**Airtel Money**” means the entity duly licensed by the Central Bank to offer mobile financial services within the Republic of Zambia.

“**Cash**” means the physical money in the form of bank notes and coins of the official currency of Zambia.

“**Central Bank or Regulator**” means the Bank of Zambia.

“**E Money**” means the electronic monetary is the monetary value stored electronically in your account which enables electronic transactions such as payments, transfers and withdrawals and is backed by an equivalent amount of physical currency held in trust. 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

“**Airtel Money Services**” means the mobile money services provided by Airtel Money including issuance, management and redemption of E Money, as well as International Money remittance services, Loan and Saving services and insurance related services which may be provided by Airtel Money in collaboration with third parties partners.

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

“Network” means the Global System for Mobile Telecommunication system operated by Airtel and covering those areas within the Republic of Zambia as stipulated from time to time by us.

“Agent Representative r” means the person attending to you at an Agent Outlet.

“Outlet” means any shop, kiosk, branch, unit or other retail premises or portion thereof operated by a Agent.

“Participant” or **“User”** means any person that participates in the Airtel Money System by using the Airtel Money Services to send or receive money and includes any person that facilitates the redemption of E-Money.

“PIN” means your personal identification number being the password you choose to access and operate your Account and includes the one-time 4-digit PIN sent to you on registration for the purpose of activating your Account.

“Pre-paid Airtime” means mobile phone calling credit on Airtel’s Network.

“Registration Form” means the registration form containing registration details and your acceptance of these Terms and Conditions of Use.

Security Question acts as an extra layer of protection, allowing you to reset your PIN or access your account if you forget your PIN and lock your account by answering a pre-set personal question that only you should know the answer to.

“SIM” means the subscriber identity module. which when used with the appropriate mobile phone equipment enables you to use the Airtel Money Services.

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

“Successor” means a person who is legally authorized to access funds in your Account in the event of your death.

“Tariff” means the applicable fees for your use of the Airtel Money Services. A fee for any transactions you undertake will be deducted directly from your Airtel Money Account. The fee will be in accordance with the published tariffs and/or as disclosed during the transactions. Such Tariff may be subject to change from time to time as published on the Airtel Money website and/or the updated version of these Terms and Conditions of use of the Airtel Money Services.

Levy’- sum of money deducted from your account and transferred to the Zambia Revenue Authority for applicable transactions. **“Transaction/s”** means the movement of money into, or out of your Airtel Money Account.

“Upselling” is a sales technique to sell products or services to existing customers.

“Cross selling” is the action to sell related or complementary products to a customer.

“You” or **“Your”** means the Airtel Money Customer who has registered to use the Airtel Money Services.

2. Application for Account

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- 2.1. Any Airtel Money customer may register for the Airtel Money Service provided they have an active Airtel SIM Card.
 - 2.2. You will also be liable to pay applicable Tariffs and levies for your use of the Airtel Money Services and such Tariffs and levies will be deducted directly from your Airtel Money Account. You understand that such fees may be subject to change from time to time as published on the Airtel Money website and/or described in the updated version of the Terms and Conditions of use of the Airtel Money Services.
 - 2.3. You may register for Airtel Money Services by opting in using the short code *115# after successful registration of a SIM with any Airtel Agent in Zambia.
 - 2.4. All information you provide must be complete and accurate in all respects.
 - 2.5. Airtel Money may decline your application at its sole discretion.
 - 2.6. Airtel Money may refuse to open an Account for you if we are not satisfied with proof of your identity is under lawful instruction or has any reasonable information that warrants account to not be opened.
 - 2.7. Upon registration of your Airtel Money account you will be required to change your Airtel Money account PIN to activate your account Your PIN must be kept secret at all times and will be required anytime you are transacting on Airtel Money.

3. Account Opening and Maintenance

- 3.1. The following conditions must be met before opening an Airtel Money account in your name:
 - 3.1.1 You must be at least 18 years old with capacity to enter into contracts.
 - 3.1.2 You must complete the Registration Form and submit it when duly completed and signed by you if registering from Airtel outlets. For the avoidance of doubt a completed Registration Form shall bear your name as it appears on your ID and such other information as may be required such as occupation or source of funds and wealth including, where appropriate, a detailed description of the nature of business activities the customer is involved in.
 - 3.1.3 You must have an Airtel Money enabled SIM through which you may access the Airtel Money services..
 - 3.1.4 You may be required to provide the following additional information as per the applicable laws:
 - (a) Postal address, e-mail address and telephone contacts whichever is applicable.
 - (b) Nature and detailed description of the location of business activities or place of employment whichever is applicable;
 - (c) Purpose and intended nature of the business relationship:
 - (d) any other information as part of the KYC procedures
 - 3.1.5 You must not provide any false, inaccurate, incomplete or misleading information.

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- 3.2. Notwithstanding the generality of the foregoing, a person with Parental Authority may open and maintain an account in their name for and on behalf of a minor. For purposes of this agreement, a person with Parental Authority shall include the birth parents of a minor, legal guardian, school-master or other person who can demonstrate legitimate authority over the minor's affairs.
 - 3.3. You are responsible for ensuring that your registration details are maintained up to date.
 - 3.4. Airtel Money may reject your application at its discretion if any of the account opening requirements are not met or if you fail to provide us with satisfactory proof of identification or inadequate identification information.
 - 3.5. Airtel Money reserves the right to request further information pertaining to your Account at any time failure to which may result in limitation on usage of the Airtel Money Service, suspension or termination of the Account.
 - 3.6. As an individual, you will not be allowed to maintain Airtel Money Accounts more than as prescribed in the applicable Regulations. If at the time of commencement of these Terms and Conditions, you maintain more than the maximum number of Airtel Money accounts, Airtel Money shall reserve the right to carry out an enhanced due diligence (including the submission by you of additional documentation as may be required) and may require you to close off any extra accounts.
 - 3.7. All accounts shall be subject to normal transactional and holding limits in place by Airtel and communicated to users. All transaction and holding limits shall be within those unless approved by the Regulator.
 - 3.8. Subject to Airtel Money's due diligence and vetting, you may obtain an official statement of your Airtel Money Account. for which you may be charged a fee. An official statement of account shall be conclusive evidence of the Transactions carried out on your Airtel Money Account during the period covered in the statement. The statement may be accessed for free via the myairtelapp or by visiting our premises where Airtel Money may charge a fee.

4. Personal Data and Data Protection

- 4.1. Airtel Money recognizes the importance of protecting the privacy of all information provided by users of Airtel Money. This statement is meant to affirm our utmost respect for your rights to privacy.
- 4.2. Airtel Money collects personally identifiable information ("**Personal Data**" or "**Personal Information**") that we use to profile Airtel Money users and administer individual Airtel Money accounts, update Airtel Money databases and provide user support. You must not provide any false, inaccurate, incomplete or misleading information and you warrant and undertake to comply with all obligations imposed under all known laws and regulations in the Zambia.
- 4.3. Save as provided hereunder, Airtel Money does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.
- 4.4. You acknowledge that by using the Airtel Money Services, some of your personal information will be passed on to any person whom you receive E-Money from, or send E-Money to and will be

available to any third party involved in the operation of the service including without limitation, Airtel Money Agents, ATM, switch providers and other applicable Airtel Money service providers and/or partners. You hereby authorize Airtel Money to share with, provide or disclose to third parties, with which you have separately contracted or with which you intend to contract (and have informed Airtel Money of this intention in writing or electronically through the Airtel Money System), your personal information including any Transaction data, information pertaining to you or your Airtel Money Account, or your usage of Airtel Money Products and Services provided that the authority given to Airtel Money to disclose information to such third parties (not being a law enforcement, investigative or regulatory authority) pursuant to this clause may be withdrawn at any time.

- 4.5. You acknowledge that Airtel Money may verify your identity information through publicly available and/or restricted government databases in order to comply with regulatory requirements.
- 4.6. You accept that Airtel Money shall have the right to monitor your account usage and may disclose personal information to local law enforcement or investigative agencies or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of money laundering activities, terrorism financing, fraud or other criminal activities;
- 4.7. Airtel Money employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties. Airtel Money employees are also responsible for the internal security of the information. Employees who violate Airtel Money's privacy policies are subject to a range of disciplinary actions.
- 4.8. Any person submitting any information to Airtel Money through the Airtel Money System may be granted access rights to that information. Airtel Money has developed systems that enable access and correction of information submitted to it.
- 4.9 You may access Airtel Money's privacy notice on our website https://www.airtel.co.zm/airtel_money for more information about your rights and how we process your personal data.

5. Account Usage

- 5.1. After your Account has been opened and activated, you will be able to initiate the following Transactions:
 - 5.1.1 Load E-Money through a participating Agent outlet;
 - 5.1.2 Send E-Money to and receive E-Money from other users;
 - 5.1.3 Withdraw Cash from your Account through participating Airtel Money Agents;
 - 5.1.5 Buy Airtel Prepaid Airtime;
 - 5.1.6 Pay utility bills or make one-off or periodic payments or remittances to participating utility providers, financial institutions charity organizations, etc.;
 - 5.1.7 pay for goods purchased from participating merchants;
 - 5.1.8 Manage your Account (e.g. check balance inquires, change PIN, etc.); and

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- 5.1.9 Any other Transactions and/or Services as may be introduced by Airtel Money or financial institution partners from time to time, such as, as a matter of example only, International Money Remittance, Loan and Saving, Cash Disbursements, Bulk Payment, Insurance related services, etc.
- 5.1.10 any other transaction and/or near real time triggers and/or similar business initiatives related to a GSM and/or Airtel money products or Services upsell and/or cross sell based on a specific GSM Customer and/or AM Customer trigger”.
- 5.2. Airtel Money does not warrant that all functionalities shall be available at all times and may withdraw any functionality or the Airtel Money Service in general as a direct result of new or amended legislation, statutory instrument, Government regulations or policy or any other compelling reason.
- 5.3. Airtel Money may provide additional functionality on the Airtel Money menu following integration with platforms of financial institutions and other entities providing you with specified services. Such functionality may give you limited access to platforms of the financial institutions or other entities. By using such functionality to gain access to other platforms, you hereby agree to indemnify Airtel Money against, and hold Airtel Money harmless from any losses arising from your access to such external platforms.

6. Airtel Money Access Responsibility

- 6.1. Access to the Airtel Money Services is PIN protected. You hereby agree to guard your PIN and not to disclose it to any third-party including Airtel Money Outlet Operators, Airtel Money staff or any person purporting to have authority to ask for it.
- 6.2. You acknowledge that you shall be solely responsible for the security of your PIN. Airtel Money shall not be liable for any disclosure of your PIN to any third party and you hereby agree to hold Airtel Money harmless from any losses that result from any PIN disclosure.
- 6.3. You are responsible for all instructions given to Airtel Money in relation to your Airtel Money Account.
- 6.4. Airtel Money shall deem each correct PIN entry as being performed by the legitimate owner of the Airtel Money account and shall regard all subsequent Transactions as validly performed by you.

7. Loading E-Money

- 7.1. To load e-money on your Airtel Money account, you must provide the requested information, including the validation and security verification procedures that may be implemented from time to time to ensure that you are the owner of the account, and then you must hand over to the Airtel Money Agent cash equivalent to the e-money to be loaded
- 7.2. After handing over the cash to the Airtel Money Agent, you must ensure that you receive a confirmation SMS which will serve as conclusive evidence that you have successfully completed the deposit Transaction. You can load electronic money to your Airtel Money account and the account of another Airtel Money participant in accordance with clause 7.3 below.

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- 7.3. To load e-money to another Airtel Money user's account, you must provide the Airtel Money Agent with cash equivalent to the e-money, your ID and ensure the accuracy of the recipient's account, and ensure that the recipient has received a confirmation SMS which will serve as conclusive proof that you have successfully completed the deposit Transaction.
 - 7.4 Airtel Money reserves the right to set Transaction and holding limits and may allocate some Airtel Money Accounts with higher or lower limits, subject to regulations.

8. Transferring E-Money

- 8.1. Transaction limits and fees as set by Airtel Money shall apply each time you use any of the functionalities that effect the transfer of funds from your Airtel Money Account.
- 8.2. Your Transaction request will not be completed:
 - 8.2.1 If you have insufficient funds in your Airtel Money Account to complete a Transaction or to cover the charges for a Transaction (including levy where applicable);
 - 8.2.3 If you have reached the daily limit set by Airtel Money of the applicable service;
 - 8.2.4 If your Account has been temporarily suspended or permanently frozen;
 - 8.2.5 If there is any other compelling reasons such as temporary system delay or outage or any lawful instruction or reasonable suspicion to prevent completion of the transaction..
- 8.3. You may send E-Money to any Participant on the Airtel Money System as well as any mobile telephone user or bank account on any network platform by following the instructions on your phone's Airtel Money menu.
- 8.4. You will be charged a fee for any transactions you undertake. The fee will be in accordance with the published tariffs and/or as disclosed during the transactions.
- 8.5. If the E-Money in your Airtel Money Account is not sufficient to carry out your Transaction (including covering the Transaction cost) request in full, the Transaction will not be completed and no E-Money will be debited from your Airtel Money Account and Airtel Money shall not be held liable in such event.
- 8.6. Upon the successful completion of your Transaction to another Airtel Money Participant, Airtel Money will immediately cause the transfer of the E-Money to the other Participant's Airtel Money Account. You and the recipient will both be notified by SMS as to the completed status of your transaction.
- 8.7. Where Airtel Money is unable to complete a transaction, you will be notified by SMS as to the reasons for not completing the transaction.
- 8.8. Each Transaction you undertake will be accompanied by a unique transaction reference that will appear in the confirmation SMS sent to you. and will include an updated balance of your Account. This transaction reference receipt number may be used to track & identify the Transactions carried out on your Account .

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- 8.9. Upon the successful transfer of E-Money from your Account to another mobile money participant's account, title to the E-Money will pass to the recipient.
 - 8.10. Airtel Money services will only be available to registered Mobile Money subscribers in all networks.
 - 8.11. A Transaction once completed is final and irrevocable. As such, Airtel Money shall not be under any compulsion to reverse any Transaction.
 - 8.12. Notwithstanding the import of clause 8.13, Airtel Money reserves the right, at its sole discretion, to cancel or reverse a Transaction if reasonable grounds such as manifest error or fraud are shown and PROVIDED that the recipient has not redeemed the E-Money.
 - 8.13. Airtel Money will not be compelled to refund or compensate the sender if the E-Money is sent to a recipient negligently, or mistakenly or in error or fraudulently or under duress and subsequently redeemed for Cash or otherwise spent by the recipient of the mistaken, erroneous or fraudulent Transaction and you hereby agree to hold Airtel Money harmless for any losses arising from a mistaken, erroneous or fraudulent or negligent transfer of funds or any transfer of funds from your account effected under duress or under coercion or criminal force.

9. Receiving E-Money

- 9.1. If you are registered on the Airtel Money System and you receive an SMS informing you that you have received E-Money from another Airtel Money Participant or through an international money remittance, the E-Money that has been loaded to your Airtel Money Account may be redeemed immediately at any Agent Outlet or you may transfer the funds to a third party by following the Airtel Money menu options on your mobile phone.
- 9.2. If you receive funds in error you acknowledge that you shall be obliged to return the funds to the sender failing which Airtel Money may reverse the payment to the sender.
- 9.3. You may be liable to face prosecution for consuming or utilizing funds sent to you in error.

10. Withdrawal (Redemption) of E-Money

- 10.1. **Agent Outlets and Outlets:** Upon passing the vetting requirements conducted by an Agent, you may withdraw your E-Money at participating Agent Outlets by accessing your Account and following the prompts on your phone's Airtel Money menu; however, any withdrawal Transaction must be initiated and completed within an Agent's premises and you must ensure you sign the Log Book and/or receive a confirmation SMS, which will serve as conclusive evidence of the successful completion of the withdrawal Transaction.
- 10.2. **ATM Outlets:** You may withdraw your E-Money at participating ATM network outlets at any time by accessing your Airtel Money Account and following the prompts on your phone's Airtel Money menu.
- 10.3. Airtel Money shall, subject to Transaction and holding limits on the Airtel Money System, process the requests you make immediately after being satisfied that the person making the redemption has passed all identity and security validation and verification procedures. In the event of a dispute over the redemption of the funds, it shall be sufficient for Airtel Money to show a logical association

between the Transaction and the verification of identity and/or security procedures conducted to ascertain identity of the person entitled to the funds.

10.4. Subject to any other provisions to the contrary, you will be charged a withdrawal fee each time you withdraw funds from your Airtel Money Account.

11. Intellectual Property

All intellectual property rights in the Airtel Money Service including the Airtel Money trademark are the property of Airtel Money and/or its affiliates. Any unauthorized reproduction, modification, distribution or republication of Airtel Money materials or intellectual property, without the express prior written consent of Airtel Money and/or its affiliates is strictly prohibited.

12. Fees

12.1. You are responsible for the payment of all applicable fees. Airtel Money may publish fees payable in information pamphlets, daily newspapers, Agent Outlets and on the Airtel website and all reasonably conspicuous places. Airtel Money 's Customer Care will be on hand to assist you with the fee schedule if you are uncertain about the applicable fee.

12.2. All fees are deducted at source and are subject to change at any time at Airtel Money 's sole discretion.

12.3. Fees payable on each Transaction will be deducted from your Airtel Money Account at the completion of each Transaction. You may navigate the Airtel Money menu to check for your balance post transaction.

12.4. Except as may otherwise be notified, fees are inclusive of all applicable taxes at the prevailing rate.

13. Suspension, Termination & Freezing

13.1. Airtel Money reserves the right at its sole discretion to suspend or terminate the agreement if you use the Airtel Money Account for unauthorized purposes.

13.2. To access Airtel Money Services, your Airtel Money account must be operational at all times. If your account is inactive for a period as defined below, Airtel Money may, subject to regulatory requirements in accordance with applicable law:

(i) Block or suspend your Airtel Money account and any credit balance on the account if the account has been inactive for a period of 240 days or such other period as may be prescribed in the applicable regulations, in which case you will only be able to access the money by reactivating your Airtel Money account subject to the availability of the number associated to the account on Airtel. Otherwise, you will have to advise an alternative number to which funds must be transferred.;

(ii) close your Airtel Money account if it has been inactive and without balance for a period of 240 days.

13.3 In accordance with applicable legal provisions, Airtel Money has the right to close your account and archive it if it is not used for a period of 240 days and has the right to recycle the cell phone number associated with your account as required by law.

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- 13.4 The balance held to your credit / on your account will not be lost as a result of the archiving of your account or the recycling of your cell phone number but will be dealt with in accordance with applicable legal and regulatory provisions. Any unclaimed funds shall be kept by Airtel Money for a period of 2 years from the date of the last activity on the account after which they will be relinquished to the Bank of Zambia. The Bank will keep the funds for a period of 6 years after which expiry they will be deemed as abandoned. You will need to visit an Airtel Money touch point with the necessary supporting documents to obtain the necessary support.
- 13.5. You acknowledge that Airtel Money may be compelled by law to suspend and/or freeze your Account or decline to execute your transaction requests if there are reasonable grounds to suspect that an Account has been or is being or may be used to receive or send funds in connection with any criminal or fraudulent activity.
- 13.6. You may request your Account to be closed at any time by giving written notice to Airtel Money through the provided means. Airtel Money shall act on such instructions if, and only if, your account balance reads zero (0).
- 13.7 Airtel Money may suspend (bar), restrict or terminate the provision of the Airtel Money Services (in whole or in part) and/or close your Account without informing you and without any liability whatsoever (although, we will, where possible, try to inform you that such action is or may be taken) under the following circumstances:
- a) If Airtel Money is aware or has reason to believe that your mobile phone or the MSISDN/Airtel Money account number used in relation to the Airtel Money Services is/are being used in an unauthorized, unlawful, improper or fraudulent manner or for criminal activities (or has been so used previously);
 - b) If you do not comply with any of the conditions relating to the Airtel Money Services including these Conditions of Use;
 - c) If you notify us that your mobile phone has been lost or stolen or your Airtel Money PIN has been disclosed to any other party;
- 13.8. Airtel Money may, at its discretion, close your Account at any time for any reason if in Airtel Money's reasonable opinion, there are valid reasons for your account to be closed. In such circumstances, you shall be entitled to the balance of any funds remaining in your Airtel Money Account.
- 13.9. Airtel Money may send notices to you electronically by SMS to your mobile telephone number with which you registered on the Airtel Money System..
- 13.10. This agreement terminates automatically upon the death of the Customer who has signed up for the Airtel Money Services.

14. Warranties, Limitation of Liability and Exclusion of Liability

- 14.1. Airtel Money is obligated to report any suspicious account activity to the Financial Intelligence Centre, the National Anti- Terrorist Centre and any other relevant law enforcement authority
- 14.2. Airtel Money shall use all reasonable efforts to ensure that all Transaction requests are processed in a timely manner. However, Airtel Money makes no representations or warranties as to continuous, uninterrupted or secure access to the Airtel Money Service, which may be affected by factors

outside Airtel Money 's control, or may be subject to periodic testing, repair, maintenance or upgrades.

14.3. Airtel Money will not be responsible for any claim unless caused by willful default attributable to Airtel Money. Airtel Money specifically disclaims all liability for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by but not limited to:

14.3.1 Transactions made to unintended recipients or payments made in incorrect amounts due to the input of incorrect information by you;

14.3.2 Transactions made from your Account by an unauthorized third party who passes all identity and verification checks;

14.3.3 Any fraud, deception or misrepresentations by any Airtel Money Participant, whether or not the participant has been verified,

14.3.4 Any damages resulting from a recipient's decision not to accept or record a Transaction made by you through the Airtel Money System,

14.3.5 Failure of any other telecommunications or data transmission system other than the Airtel Money System;

14.3.6 Any result of any acts of government or authority, any act of God or force majeure.

14.4. The limit of Airtel Money 's liability shall not exceed the maximum Account balance limit for the time being in force for any single event or series of events.

14.5. You agree to indemnify and hold Airtel Money harmless against any claim brought against Airtel Money by a third party resulting from your breach of these Terms and Conditions of Use.

14.6 Airtel Money shall not be liable to You for any Loss as hereinafter defined as a result of:-

14.6.2 the receipt of your funds is intercepted by legal process or encumbrance restricting the transfer;

14.6.3 Unforeseen or unpredictable circumstances prevent the execution of a transaction despite any reasonable care taken by Airtel Money to prevent it.

14.6.4 any Transaction failing to be effected as a result of:-

(a) You not having properly registered (where registration is required) or been authorized or cleared to use the Airtel Money Services or authorization for such use has been withdrawn or suspended;

(b) the amount of the transaction requested by you is outside the transaction limits specified for such Transaction;

(c) You having entered an incorrect PIN or not providing the relevant authentication required by the Airtel Money Platform from time to time in connection with the transactions;

(d) Airtel Money agent has suspended or barred You from using the Airtel Money Services for any reason whatsoever;

(e) You have exceeded any daily, monthly or annual limits specified with respect to the number or value of the Transactions permitted;

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- (f) if in the substantiated opinion of Airtel Money, the transaction requested by You is suspected to be fraudulent.
 - (g) the failure of the Airtel GSM Network, the Airtel Money System or the Platform for whatever reason other than by reason of an act of default on the part of Airtel;
 - (h) defects, problems, or failures of any Transaction caused by Your failure to abide by these obligations;
 - (i) any Transaction being effected with a User' lost or stolen PIN which loss or theft was not notified to Airtel or Airtel Money as required; or
 - (j) Your failure to perform Your obligations under the Terms and Conditions of Use relating to the Airtel Money Services and/or any agreement.

15. Dispute Resolution and Governing Law

- 15.1. You may contact Airtel Money Customer Care on 111 for any disputes, claims or to report Account discrepancies. Airtel Money Customer Care shall handle the report in accordance with Airtel Money's standard complaint-handling procedures.
- 15.2. In certain circumstances Airtel Money in conjunction with participating merchants may provide for dispute resolution mechanisms. You agree to abide by such mechanisms as may be advised by Airtel Money or the participating merchants/businesses from time to time.
- 15.3. Any dispute arising out of or in connection with this Agreement that is not resolved by Airtel Money Customer Care may be brought to the attention of the Airtel Money Manager responsible for the operations of the Airtel Money Services for resolution.
- 15.4. Any dispute arising out of or in connection with this agreement that is not resolved by the Airtel Money Manager responsible for the operations of the Airtel Money Services shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties.
- 15.5. In any arbitration, the Parties agree as follows:
 - 15.5.1 Each Party shall bear its own costs, and fees shall be assessed as the arbitrator deems appropriate;
 - 15.5.2 The place of arbitration shall be Zambia,
 - 15.5.3 The language of all proceedings, communications, and the award, shall be English;
- 15.6 Unless otherwise agreed in writing by the two parties, the arbitrator shall decide the case solely upon submission of written documentation and statements, examining such materials and resolving the matter by issuance of findings of facts, conclusions of law and a reasoned award in a written decision which may include a monetary award, as appropriate. The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.
- 15.7 The procedures of this shall be the exclusive method for resolution of all disagreements and disputes in connection with this agreement, its formation, and the facts and circumstances surrounding its making and performance.

15.8 Nothing in this agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

This agreement shall be governed by and construed in accordance with the laws of Zambia.

16. Disclosure & Data Retention

16.1 You acknowledge that Airtel Money is mandated to disclose any transaction data or information pertaining to your Airtel Money Account to any law enforcement, investigative or regulatory authority including without limitation the Police Service, The Central Bank, Financial Intelligence Unit (where applicable), or any competent Anti-Money Laundering or investigations authority for the purposes of any lawful order or investigations.

16.2 You acknowledge that where your Account is determined by a competent judicial authority as containing proceeds of any criminal or money laundering activities, Airtel Money may be required by law to surrender funds in your account to any statutory fund created for the purpose of recovering the proceeds of crime.

16.3 You acknowledge that Airtel Money may retain your transaction data for a period of up to 10 years or as may be required by any law or regulation.

17. Force Majeure

Neither Party shall be liable to the other Party for any delay or failure to perform its obligations under these Terms and Conditions of Use as a result of revolution or other civil disorders; belligerent aggression by an enemy; strikes; lack of available resources from persons other than parties to this agreement; labour disputes; electrical equipment or system availability delay or failure; fires; floods; acts of God; government or regulatory intervention; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not. If such delay or failure continues for at least thirty (30) days then either Party may terminate their engagement by notice in writing to the other. Upon such termination all E-money held in trust for you in the Airtel Money System shall be made good to you.

18. General

18.1. Using your personal Airtel Money Account to carry out Airtel Money Transactions on behalf of another person may expose you to criminal liability under the applicable laws.

18.2. You acknowledge that these Terms and Conditions of Use are subject to amendment, modification or variation from time to time if required by, or found to be in conflict with, applicable law or regulation or otherwise without affecting the validity or enforceability of the remaining provisions.

18.3. These Terms and Conditions of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any and all prior terms. In the event of inconsistency between these Terms and Conditions of Use and previous editions, this version will prevail.

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- 18.4. These Terms and Conditions of Use may be amended by Airtel Money from time to time as Airtel Money introduces new Airtel Money functionalities. Such amended terms and conditions may be published in posters or pamphlets available at Agent Outlets, in the daily newspapers and/or on the Airtel / Airtel Money website from time to time and shall take effect immediately upon publication.
- 18.5. Airtel Money's failure to exercise or enforce any right under these Terms and Conditions of Use shall not be deemed to be a waiver of any such right nor shall it prevent Airtel Money from exercising or enforcing the rights in question at any time.
- 18.6. You may not transfer any rights or obligations you may have under this agreement without Airtel Money's prior written consent.
- 18.7. You must not use the Airtel Money service for the receipt of or payment for goods or services that offend or circumvent any law including without limitation, financing terrorism activities, narcotic drugs, firearms, obscene or pornographic material or services, participation in pyramid or Ponzi schemes, infringement of third party intellectual rights, running illegal or unauthorized lotteries, gaming or gambling, as well as material that is morally repugnant; incites violence or desires to cause harm; induces an unacceptable sense of fear or anxiety; encourages or incites any person to engage in dangerous practices or to use harmful substances; induces or promotes tribal, religious or racial disharmony; causes grave or widespread offence; or debases, degrades or demeans others.
- 18.8. Without prejudice to the provisions of clause 13.8, where Airtel Money receives notification of the death or mental incapacity of an Airtel Money user, Airtel Money shall suspend all Account activity until instructions are received from the Court appointed Administrator or executor of the deceased estate (as the case may be) as evidenced by the relevant appointing documents have been followed.
- 18.9. A person claiming access to funds by virtue of being a Successor (in the event of death) or Manager (in the event of permanent incapacity) shall, upon request by Airtel Money, produce letters of administration/grant of probate (in the event of death) or a court order authorizing the person to manage the estate (in the event of permanent incapacity) or such other document as may be prescribed.
- 18.10. If the Courts appoint a Successor or Manager, as the case may be, Airtel Money shall rely on such appointment of Successor or Manager in its decision to transmit funds held to the credit of your Account to the Successor or Manager upon the event of your death or permanent incapacity (as the case may be).
- 18.11 Airtel Money may vary these Terms and Conditions of Use or policies affecting usage and shall notify you of such changes through appropriate means. Your continued use of the Airtel Money Service shall be deemed to be your acceptance of all such varied terms and conditions or polices.