Document reference: TO3-MFS 09/16

Registration Form

Serial Number

☐ Mr ☐ Mrs ☐ Ms

* Family Name:

* First Name:

* Address:

District:

* Fixed and/or Mobile Number of Registration	Installation Address	Emtel Cash (Tick)
1		
2		
3		
4		

Email:

Fixed Tel No.

* D.O.B: d d m m y y y y

* ID Card:

Passport No:

Nationality:

* Mandatory fields

Made in 2 originals

I hereby certify that the above information provided is true and accurate.

The subscriber is deemed to have accepted the Terms and Conditions overleaf once he/she uses the services of Emtel and is connected to Emtel network.

For data protection purposes, I confirm that I agree to Emtel Ltd using my personal information in providing me with its services. Emtel Ltd is responsible for controlling the information which may be passed to authorised third parties for purposes of providing Emtel services to me.

Client Signature

For Office use

I, dealer/showroom staff, hereby certify that I have checked all the information above and found them to be accurate and complete.

Name

Emtel Cash Short Code

Signature

Date of Purchase d d m m y y y y

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GENERAL TERMS & CONDITIONS OF SERVICE

DEFINITIONS

In these Terms and Conditions, the following words will have the following meaning unless the context otherwise requires:

• **"EMTEL"** means EMTEL LTD, a private limited company, having its principal place of business at EmtelWorld, 10, Ebene Cyber City, Ebene and bearing business registration number C06006174

• **"Force Majeure"** means an event or circumstance beyond the direct control of EMTEL. Force Majeure events shall include, but will not be limited to, acts of God, fire, floods, cyclones, earthquakes, epidemics, strikes, lockouts, riots, effects of war, civil commotion, political unrest and governmental acts, proclamations and regulations (including export and import control regulations and foreign exchange regulations).

• **"Subscriber"** means a licensed user of the EMTEL System

• **"Subscriber Equipment"** means any equipment acceptable to EMTEL and capable of providing a two way cellular communication service in the EMTEL System in accordance with this agreement.

• **"Service"** means the telecommunication Service and/or any other Services as EMTEL may choose to make available via System from time to time.

• **"System"** means the Telecommunication System as made available by EMTEL.

• **"SIM"** means Subscriber Identity Module

• **"Regulatory Authority"** means the Information and Communication Technologies Authority or any such Authority regulating the Service.

• **"Value Added Services"** means any additional features and services which EMTEL may offer on the Service other than the standard prestation offered by EMTEL.

• **"Supplier"** means any entity with whom EMTEL directly or indirectly deals to offer a Service and includes content providers.

• **"Validity period"** in relation to prepaid card shall be the maximum time period, after activation of the card, during which the subscriber will be allowed to access the Service or Value Added Services as may be provided by EMTEL from time to time.

Connection to the System and provisions of the Service

• The would-be Subscriber shall make an application to become a Subscriber by filling in and remitting to EMTEL the printed "Terms and Conditions" with all the required particulars.

• EMTEL will provide to the Subscriber a SIM with a telephone number for use through the EMTEL Network (the "SIM Card"). The Subscriber shall purchase EMTEL prepaid scratch cards to enable him to make calls through the EMTEL System.

• The terminal is to be used with the SIM Card connected solely through the EMTEL Network. A fee as determined by EMTEL from time to time shall be payable if it is to be adapted for use through any other network.

• This service allows the holder of an EMTEL Prepaid SIM Card to make and receive national and international calls (the international Service) through International Long Distance Operators selected or pre-selected by the Subscriber. Charges for International Service include both the charges by EMTEL and the charges levied by the International Long Distance Operators. The charges levied on behalf of the International Long Distance Operator shall also be deducted by EMTEL and the prepaid card shall be debited of the amount of the aforesaid charges or a separate billing shall be done, whichever is applicable.

• EMTEL may also offer Value Added Services for use by Prepaid SIM Card subscribers. Value Added Services will be provided upon the Subscriber's request and EMTEL's acceptance. Such Value added service may be provided at cheaper rates or free of charge for a trial period determined by EMTEL, to certain or all of EMTEL customers. A fee or fees shall be payable for those Value Added Services.

• The Subscriber agrees to EMTEL deducting any fee or charges which may occur in the provision of the Service, as well as the charges for calls in accordance with the tariff charged for the Service including calls and the fees
or charges for the Value Added Services at the rates established by EMTEL and that the prepaid card shall then be debited of the amount of the aforesaid fee or charges. EMTEL reserves the right to change the Terms, Conditions, and Provisions under which the Service is offered, including but not limited to variation of any or all of its charges/ tariffs and charging mechanisms for the Service, by giving reasonable prior notice wherever possible to Subscriber and by publishing amended tariffs at the main place of business of EMTEL or which shall be available at such other place or published by the means of such other medium as may be decided by EMTEL. Such amendments and/or variations shall have immediate effect and his agreement shall be amended and/or varied accordingly.

• The Prepaid Scratch Card shall be available in and be valid for different values corresponding to the respective validity periods stated therein. The Prepaid Scratch Card shall remain valid for the use on the EMTEL network within the validity period as stated on the scratch cards or until the card is fully utilised, whichever occurs first.
On the expiry of the validity period, the card shall be deactivated and any unused amount shall be carried forward upon refresh, within such time as may be determined by EMTEL from time to time.

• The subscriber may check his credit by dialing *122# and no printed document will be issued to the subscriber.

• Once the validity period of the Prepaid SIM Card has expired and the subscriber does not refresh the subscriber equipment with a new Prepaid Scratch Card within the validity period stated at the back of the scratch card, the SIM Card shall be deactivated and shall be disconnected from the system by EMTEL Ltd. EMTEL is not bound to give any further notice whatsoever to the initial Subscriber and may reassign EMTEL Prepaid General Terms and Conditions of Service PT&C_Apr12_01 any deactivate number to any Subscriber.

• On the Subscriber requiring reconnection following disconnection, a reconnection fee will be payable and a different number may be assigned to the Prepaid SIM Card at the discretion of EMTEL should circumstances so require.

• EMTEL shall use all reasonable endeavours to ensure that the Subscriber shall be able to remain connected to the System as long as the Subscriber abides by the provisions of this service agreement.

• EMTEL reserves the right to disconnect or refuse Service to a Subscriber, if EMTEL is of the opinion that the Subscriber has failed to observe or perform any of the Terms and Conditions of this agreement, any provision or regulation imposed by the Regulatory Authority and/or any other relevant law in force from time to time.

• EMTEL reserves the right to summarily and at any time suspend or terminate the Service with the Subscriber without having to give to the subscriber any reasons whatsoever therefore.

• EMTEL may at any time and from time to time modify or discontinue, temporarily, or permanently, the Service (or any part thereof) with or without notice if EMTEL considers such modification, discontinuation desirable, in which event.

• EMTEL shall not be liable for any loss or inconvenience to the Subscriber or to any third party resulting therefrom.

• EMTEL shall not incur any liability by reason of the suspension or the termination of the Service.

• EMTEL shall not be liable for any loss or damage which may be occasioned through any interruption or loss of the Service due to any cause whatsoever including but not limited to lack of coverage.

• EMTEL shall not be liable to the Subscriber or any third party with respect to any action taken or omitted to be taken by EMTEL in connection with or arising from this agreement.

• EMTEL shall not be liable to the Subscriber or any third party for indirect or unforeseeable losses. EMTEL shall in no event be liable to third parties for the execution of the Service.

• EMTEL shall not be liable for loss, damage to health and/or property otherwise through use of mobile cellular phones and/or from use of Service. EMTEL advises on the use of the following accessories wherever applicable:
(a) approved hands-free kits ; (b) ear pieces ; (c) shields

• Under no circumstances shall the liability of EMTEL exceed the aggregate value of the Subscriber Equipment and any amount remaining on the active prepaid card being used with the Subscriber Equipment and provided by EMTEL.

• EMTEL shall not be liable to provide the service in the event of a Force Majeure or for acts or omissions of persons or bodies for whom EMTEL is not responsible or any other cause, whether similar or dissimilar, outside EMTEL's control.

• No liability of any nature whatsoever shall be incurred by EMTEL on the happening of a 'Force Majeure' or any such events as aforesaid.

• No delay, neglect or forbearance on the part of EMTEL in enforcing any provision of this agreement shall be deemed to be a waiver or create a precedent or in any prejudice EMTEL's right under this agreement.

• EMTEL reserves the right to disclose any information on the subscriber and the details of the service provided to the relevant authorities upon production of a court order.

• EMTEL and/or its Suppliers make no representations about the suitability, reliability, availability, timeliness, quality, variety, speed and accuracy of the information, products and Service. All such information, products and Service are provided "AS IS" without warranty of any kind. EMTEL and/or its Suppliers hereby disclaim all warranties and conditions with regard to the information, Product and Service. Notwithstanding the foregoing, EMTEL will use
its best endeavours to update or cause to, make changes or cause to, regularly. Such information or Service shall however not be relied upon for personal, legal or financial decisions. EMTEL or its Suppliers shall not be liable for any loss whatsoever as a result of reliance placed on the aforesaid information or Service.

• EMTEL does not make any warranty on the availability of complete array of Services provided by EMTEL to the Subscriber using Subscriber Equipment not directly purchased from EMTEL.

• Where there is a conflict between this agreement and any other conditions mentioned in or printed on any correspondence exchanged between the parties, this agreement will prevail.

• The Subscriber hereby undertakes:
(a) To ensure that the Service is not used for any unlawful purposes.
(b) To ensure that the Subscriber Equipment is lawfully possessed and does not contravene any law or regulation.
(c) To ensure that the Service is not used at any time so as to cause irritation, annoyance, embarrassment, harassment, or nuisance of any kind whatsoever to others.

• The Subscriber (hereinafter called the Transferor) may transfer his subscription to another party (hereinafter called the Transferee) by informing EMTEL in writing AND ensuring that the Transferee registers himself to the service by signing the Terms & Conditions. Until such time that the above conditions are not met, it is deemed that the Transferee is not effective and the Transferor is still liable for the service.

• Personal Data is any data that identifies you as an individual or is capable of doing so and does not include general, statistical, aggregated or anonymised information. The Personal Data which you supply to us, you agree, will be true, complete and accurate in all respects and you agree to notify us as soon as possible of any changes to such Personal Data. We will deal with your Personal Data in compliance with current Mauritian data protection law.

Authorisation for the activation of pre-selection of the Carrier

I, the undersigned, authorise EMTEL Ltd to activate the preselection of the carrier on the number on this document or attached. I declare having concluded a contract with EMTEL Ltd for the said number for which the activation is requested. I am authorized to consent to the activation of carrier pre-selection on the above-mentioned numbers. All international calls will be routed by default through the International Gateway of EMTEL Ltd. EMTEL Ltd will be responsible for the processing of the international portion of the calls, and for the invoicing of those calls and the collection of payment for those calls.

The undersigned declares to have been informed that if the contract concerning the number is terminated or nullified for whatever reason, the activation of the pre-selection will be automatically removed for which EMTEL Ltd cannot be held responsible. The undersigned declares to be aware that outside of the above case, he can end the activation of the pre-selection of the carrier himself by submitting a request to this end to EMTEL Ltd. The
present activation of the preselection of the carrier causes the annulment of every preselection of a previous carrier activated on my number. In case there was already a pre-selection of a carrier activated on my number, I request EMTEL Ltd by signing this authorisation to terminate the services selected carrier, and I declare that I will fulfill all contractual obligations regarding this carrier. This annulment does not infringe on my right to have another carrier activated at any time.

• The construction, validity and performance of this agreement shall be governed by the laws of the Republic of Mauritius, and the parties irrevocably submit to the exclusive jurisdiction of the Mauritian courts for the purpose of enforcing any claim arising hereunder.

• In the event that any Term, Condition or Provision of this agreement is held to be a violation of any applicable law, statute or regulation, the same shall be deemed to be deleted from this agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such Term, Condition or Provision had not originally been contained in this agreement.

• Throughout this agreement, whenever required by context, the use of the singular number shall be constructed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

• The schedules and/or annexes to this agreement constitute an integral part hereof.

EMTEL may at its entire discretion amend these Terms and Conditions from time to time. Those amended
Terms and Conditions shall be binding upon the subscriber as from the date of their application by posting at the headquarters of EMTEL. Any subscriber who is not agreeable to those amended Terms and Conditions shall inform EMTEL of the fact; thereupon the present agreement shall terminate without any liability
upon EMTEL and EMTEL shall deactivate the SIM Card and disconnect the subscriber from the system.

The subscriber is deemed to have accepted the above Terms and Conditions once he/she uses the service of EMTEL and is connected to EMTEL network.

All information overleaf or in the Registration Form, the General Terms and Conditions of Service and the Special Terms and Conditions of Service shall constitute the entire Agreement.

The Terms and Conditions as set out in the Annexes shall be in relation to a specific service and shall be in addition to other provisions in these General Terms and Conditions. In the event of inconsistency, the Special Terms and Conditions shall prevail over the General Terms and Conditions of Service.

ANNEX A – EMTEL HOME & OFFICE Fixed Wireless

Terms and Conditions of Service

By ordering and/or using the EMTEL Home & Office Fixed Wireless service (the "EMTEL Home & Office Service" or "this Service") the Subscriber agrees and accepts fully the Terms and Conditions as set out herein and in the General Terms and Conditions of Service to the extent that the Terms therein are not inconsistent with these Special Terms and Conditions:

1.0 EMTEL HOME & OFFICE SERVICE.

EMTEL Home & Office Service refers to the telecommunication service (voice, data, Value Added Services etc) as provided from time to time by EMTEL via a fixed wireless handset device ("Fixed Wireless Terminal") connected to EMTEL's wireless network such as a GSM or 3G network, or such other technology as may be made available by EMTEL from time to time.

2.0 ENTIRE AGREEMENT/AGREEMENT.

Subscriber agrees to be bound by the applicable Terms and Conditions and acceptable usage policies and any modifications made to same by EMTEL from time to time.

3.0 SUBSCRIBER ACKNOWLEDGEMENTS REGARDING THE SERVICE.

3.1 The EMTEL Home & Office Service consists of a fixed wireless connection. While EMTEL will undertake all reasonable commercial efforts to deliver the stated Service within industry acceptable standards, the Subscriber acknowledges that Service parameters such as speed may vary depending on Internet traffic and other factors beyond the control of EMTEL.

3.2 EMTEL Home & Office Service is powered by a standard electrical connection. If the customer's electrical connection fails then the Service will be disrupted or will be unavailable.

3.3 Access to services is provided on a "best effort" basis and is reliant on an electrical supply to the Subscriber Equipment (as defined in Section 4 below) and availability of the network. In the circumstance where Service is unavailable due to network availability, the Subscriber may terminate the service in writing within 7 days from the time it is first connected on EMTEL's network, without penalty and with refund of fees paid.

3.4 Subscriber accepts that EMTEL may change or withdraw any element of this Service from time to time and will use reasonable efforts to notify Subscriber of any necessary change in the Services.

3.5 Subscriber acknowledges that internet access using this Service is an "always on" connection to the internet while the Fixed Wireless Terminal is powered on and that it is Subscriber's SOLE RESPONSIBILITY to install, configure and maintain suitable security measures to protect Subscriber's computer and other device from unauthorised or malicious access from the internet. Any advice or equipment provided by EMTEL is provided 'as is' and EMTEL accepts no responsibility or liability for the security of Subscriber's systems.

3.6 Both uploads and downloads are taken into consideration for the computation of data usage for the Service.

3.7 The EMTEL Home & Office Service is not provided with International Roaming capability. The Subscriber shall not use the EMTEL Home & Office Service for International Roaming Agreement. Breach of this clause will be deemed material and EMTEL shall reserve the right to terminate this Agreement as of right and without any judicial or extra judicial formality.

4.0 EQUIPMENT & WARRANTY

4.1 Upon entering into this agreement and payment of the relevant fees, the Subscriber shall be provided with the Subscriber Equipment. For the purposes of this Agreement, Subscriber Equipment refers to the Fixed Wireless Terminal and/or Spare Part.

4.2 Subscriber agrees to use the Subscriber Equipment reasonably and in accordance with EMTEL's instructions and equipment User Guide. In the event where Subscriber Equipment is loaned to Subscriber by EMTEL, that Equipment shall remain the sole property of EMTEL and Subscriber agrees to take reasonable steps to protect the Equipment from damage, loss or theft.

4.3 If EMTEL cannot for any reason recover the Equipment in good condition on demand from Subscriber then Subscriber agrees that he will be immediately liable to pay a replacement fee determined by EMTEL plus applicable taxes.

4.4 Subscriber agrees to notify EMTEL as soon as reasonably possible once he becomes aware of any damage to the equipment or defect in the operation of the equipment by telephoning EMTEL at the numbers or addresses published from time to time.

4.5 Subscriber agrees not to, nor allow any other party to modify, tamper the Equipment. Any evidence of tamper will tantamount to material breach by the Subscriber entitling EMTEL to terminate the Agreement as of right without the need for any judicial or extra judicial formality.

4.6 The Subscriber Equipment is provided with a warranty in accordance with EMTEL's warranty policy. THE WARRANTY PROVIDED BY THE WARRANTY POLICY REPRESENTS EMTEL'S ONLY EXPRESS WARRANTY AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED.

5.0 LIMITATIONS OF THE EMTEL HOME & OFFICE SERVICE

EMTEL Home & Office Service is to be provided between stationary network connecting points and at the address indicated by the Subscriber as the Installation Address provided by the Subscriber on the TO3 Registration Form. The Subscriber may be charged higher rates and penalty if the Subscriber Equipment is used at place(s) other than the Installation Address. It is the Subscriber's responsibility to inform EMTEL in writing of any change in this address.

ANNEX B – EMTEL CASH SERVICE

1. **Definitions**

The following expressions used in this annex shall have, except where not appropriate in this context, the meanings as described hereunder. The plural shall include the singular, the masculine shall include the feminine and vice-versa.

"Agent" means any person (natural or corporate) appointed by Emtel and approved by the Bank to act as agents for the provision of Emtel Cash to Subscribers on behalf of Emtel.

"Agreement" means the agreement between the Subscriber and Emtel comprising the following: the present Terms and Conditions including relevant Special Terms and Conditions, the Application Form and the Fee Schedule , which will be effective on the date the Subscriber's application for Emtel Cash is accepted..

"Airtime" means the communication time stored on a Mobile Communication Device. Airtime can refer to voice, SMS and/or data.

"Application Form" means the application form provided by Emtel including all information and statements contained therein. This form can be obtained from Emtel's website (www.emtel.com), any Emtel Shop or Agent.

"Bank" means the Bank of Mauritius established under the Bank of Mauritius Act 2004 (as amended from time to time).

"Bill Company" means any person (natural or body corporate) which has appointed Emtel to receive payment in respect of the bills or invoices issued by him/it and includes the Central Electricity Board, the Central Water Authority and the Waste Water Management Authority.

"Call Centre" means Emtel call centre which shall act as a 24/7 hotline and offering Subscriber support. Call Centre number is 8970.

"Cash" means money in the physical form of currency, such as banknotes and coins.

"E-Money" or **"Stored Value"** means funds or monetary value represented in digital electronics format and stored or capable of storage on electronic media in such a way as to be retrievable and transferable electronically.

"Emtel Cash" or "Mobile Financial Services" means the Mobile Payment services provided by Emtel through its Shops or Agents.

"Emtel Shop" means an Emtel showroom.

"Fee Schedule" means a schedule containing all fees applicable to Emtel Cash. This Fee Schedule is available from any Agent, Emtel Shop and/or from Emtel's website (www.emtel.com).

"Guideline" means the Guideline on Mobile Banking and Mobile Payment Systems as issued by the Bank in 2013 and amended from time to time.

"Merchant" means a Bill Company or a trader registered on the Platform.

"Mobile Communication Device" means any mobile device having a unique internationally recognised identifier (e.g. fitted with an integrated circuit for Subscriber identification such as a Subscriber Identification Module), whether embedded or removable and which can be used as a mobile communication equipment.

"Mobile Financial Services Platform" or **"Platform"** means the system deployed by Emtel for the provision of Emtel Cash.

"Mobile Payment" or **"M-Payment"** means any financial transaction with fund movement undertaken using a mobile device such as a Mobile Communication Device whether the fund transfer takes place from the Stored Value or from a bank account.

"Mobile Wallet" means the Subscriber's E-Money account found on the Mobile Financial Services Platform.

"Network" means the mobile telecommunication network operated by Emtel from time to time.

"Non-Resident of Mauritius" means a person who is not domiciled in the Republic of Mauritius.

"PIN" means the personal identification number which the Subscriber uses to access and operate his Mobile Wallet.

"Secret Word" means the secret code allocated to the Subscriber following the activation of his Mobile Wallet. This Secret Word is to be used by the Subscriber as an identification ID when calling the Call Centre .

"SMS" means a short messaging service that enables the transmission of text messages from one Mobile Communication Device to another.

"Subscriber" means a person:
(a) having subscribed to the services of Emtel,
(b) having been issued by Emtel with a unique internationally recognised identifier such as a Subscriber Identification Module (SIM) card, and
(c) being registered by Emtel or an Agent as a customer to Emtel Cash.

"Subscriber Identification Module" or **"SIM"** means an integrated circuit that stores the international mobile subscriber identity (IMSI) and the related key used to identify and authenticate subscribers on information and communication devices (such as mobile phones and tablets).

"Transaction" means any movement of money in to, or out of a Mobile Wallet including any attempt thereof.

2. Service Description

2.1. Emtel Cash is a service which allows the Subscriber to use his Mobile Communication Device to carry out Transactions.

2.2. Such Transactions include but are not limited to: (i) Airtime purchase, (ii) Cash deposit (Cash-in) and Cash withdrawal (Cash-Out), (iii) peer-to-peer E-Money transfer and (iv) Merchant payment including payment to Bill Companies

2.3. All Transactions shall be denominated in Mauritian rupees.

2.4. Subscribers acknowledge that Emtel is neither a bank nor a deposit-taking institution.

2.5. The fees applicable to Emtel Cash are set forth in the Fee Schedule. Subscribers acknowledge that the Fee Schedule is subject to change at any time at Emtel's sole discretion.

3. Registration on Emtel Cash

3.1. The following pre-conditions are required for registration on Emtel Cash:

3.1.1. The applicant must be an individual of at least 18 years old.

3.1.2. The applicant must have the capacity to enter into contracts

3.1.3. The applicant must fill in and sign the Application Form which he then submits to the Agent or Emtel Shop (as relevant).
3.1.4. The applicant must provide sufficient proof of his identity. The documents which can be relied on are: (i) national identity cards and (ii) current valid passports.
3.1.5. The applicant must provide details of his address and when requested, at Emtel's sole discretion, also provide sufficient proof of his address. The documents which can be relied on are: (i) a recent utility bill, (ii) a recent bank or credit card statement, (iii) a recent bank reference or (iv) any other document or documents which either singly or cumulatively establishes, beyond reasonable doubt, the address of the applicant.
3.2. With regards to sub-clauses 3.1.4 and 3.1.5 above, the Agent or Emtel Shop (as relevant) shall keep a copy of the relevant document.
3.3. Additional verification of identity may be effected by: (i) checking a local telephone directory, (ii) checking a current register of electors and/or (iii) visiting the applicant at his permanent residential address.
3.4. For an applicant who is a Non-Resident of Mauritius, his identity and address shall be further verified with a reputable credit or financial institution in his home country or country of residence.
3.5. The holding of a bank account is not as a pre-requisite for registration to Emtel Cash.
3.6. Following successful registration of the Subscriber on the Platform, he shall get an SMS notification containing a Secret Word and a default PIN. That PIN is to be changed by the Subscriber before he starts initiating Transactions.
3.7. The Subscriber acknowledges that he must not provide false, inaccurate, incomplete or misleading information.
3.8. The Subscriber is responsible for ensuring that his registration details are maintained up to date.
3.9. Emtel reserves the right, at any time, to request further information pertaining to a Mobile Wallet. Failure by the Subscriber to adhere to same may result in Emtel's limiting usage of that Subscriber on Emtel Cash including freezing or termination by Emtel of that account without undergoing any judicial or extra-judicial formality.
3.10. If at the time of commencement of these Terms and Conditions, a Subscriber maintains more than two or more Mobile Wallets , Emtel reserves the right to require enhanced due diligence (including submission by that Subscriber of additional documentation) and may require that Subscriber to close off any extra Mobile Wallet.
3.11. Notwithstanding any other provision, Emtel may, in its absolute discretion, refuse to register/revoke the registration of any person on/from Emtel Cash.
3.12. The Subscriber will obtain a mini statement containing his last 5 Transactions by dialing the relevant code on his Mobile Communication Device or if he is looking for a more detailed statement, he may contact the Call Centre.

4. Data Protection

4.1. Emtel may process the data and/or information relating to the Subscriber which is collected under this Agreement (including the Application Form) and through the Subscriber's dealings with Emtel (e.g. using Emtel Cash etc.) or otherwise for the purposes of performing its obligations under this Agreement and for administration, account management, risk assessment, customer profiling, market research, customer care, and other legitimate business purposes.
4.2. Emtel may also share the Subscriber's data with its agents, banks and other authorised persons for the purpose of providing Emtel Cash and those purposes listed above.
4.3. Subscriber's data and/or information is not otherwise disclosed to third parties, save where required or permitted by law.
4.4. The Subscriber accepts that Emtel shall monitor his Mobile Wallet usage and, in case of any suspected Transaction or otherwise, may disclose his data and/or 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, fraud or other criminal activities.

5. Account Usage

5.1. Once a Subscriber is registered in accordance with Clause 3 above, that Subscriber will need E-Money if he wants to use Emtel Cash and start carrying out Transactions. For that purpose, the Subscriber shall deposit Cash with an Agent or Emtel Shops and the latter shall send the equivalent funds in E-Money on that Subscriber's Mobile Wallet. As mentioned in Clause 9 hereto, a Subscriber may also obtain E-Money from another Subscriber.
5.2. Subject to the prescribed Transaction limits and the provisions of these Terms and Conditions, the balance of the Subscriber's Mobile Wallet is redeemable at any time and shall be disposed of only in accordance with the Subscriber's written instructions.
5.3. Emtel may, in its absolute discretion, restrict or limit the number of Mobile Wallets a Subscriber may have at any one point in time.
5.4. The Subscriber acknowledges that at any point in time, the maximum amount of E-Money he can have on his Mobile Wallet is limited to such amount as may be specified by Emtel from time to time.
5.5 Emtel may, as a direct result of new or amended legislation, statutory instrument, Government regulations or policy or any other compelling reason, withdraw: (i) any functionality of Emtel Cash or (ii) Emtel Cash in general.
5.6. Emtel Cash may be provided with additional functionality following integration of the Platform with platforms of financial institutions and other entities. Emtel does not warrant that the additional functionality shall provide the Subscriber with full access to those other platforms.
5.7. In the event of any review of Emtel's business planning, technical, public interest or operational reasons, changes within the industry, recommendations from regulatory bodies or similar events, Emtel may vary these Terms and Conditions and shall notify the Subscriber of such changes through appropriate means. The Subscriber's continued use of Emtel Cash shall be deemed to be his acceptance of all such varied Terms and Conditions.

6. Emtel Cash Access Responsibility

6.1. Access to Emtel Cash is PIN protected. The Subscriber hereby agrees to guard his PIN and not to disclose it to any third party including to the Agent, staff of Emtel Shop or any person purporting to have authority to ask for it.
6.2. The Subscriber acknowledges that he shall be solely responsible for the security of his PIN and Secret Word. Emtel shall not be liable for any disclosure of the Subscriber's PIN to any third party and the Subscriber hereby agrees to defend, indemnify and/or hold Emtel harmless from any losses that result from any PIN disclosure.
6.3. The Subscriber is responsible for all instructions given to Emtel in relation to his Mobile Wallet. .
6.4. Emtel shall deem each correct PIN entry as being performed by the legitimate owner of the Mobile Wallet and shall regard all subsequent Transactions as final and irrevocable.

7. Lost or stolen Mobile Communication Device

In case of lost or stolen Mobile Communication Device, the Subscriber is requested to call the Call Centre on 8970 to have his Mobile Wallet frozen and for any other relevant support. This is a 24/7 service.

8. E-Money Transactions

8.1. Transaction limits as prescribed shall apply each time the Subscriber utilises Emtel Cash.
8.2. The Transaction request will not be completed:
8.2.1 If the Subscriber has insufficient funds in his Mobile Wallet to undergo that Transaction or to cover the charges of the Transaction;
8.2.2 If the Subscriber has reached the prescribed daily Transaction limit;
8.2.3 If Subscriber's Mobile Wallet has been temporarily suspended or permanently frozen on valid grounds;
8.2.4 If there is any other compelling reason such as temporary system delay, outage, service interruption or otherwise.
8.3. For use of Emtel Cash, the fees as listed in the Fee Schedule will apply.
8.4. For all Transactions effected, the Subscriber will receive an SMS notification on his Mobile Communication Device. Each successful Transaction will be backed by a receipt containing a unique reference number.
8.5. In any event that a Transaction cannot be completed or fails, the Subscriber will be notified by SMS as for the reasons of the unsuccessful Transaction.
8.6. A Transaction once completed is final and irrevocable. As such, Emtel shall be under no obligation to reverse any Transaction.
8.7. The Subscriber agrees to indemnify, defend and/or hold Emtel harmless for any losses arising from a mistaken, erroneous or fraudulent transfer of funds or any transfer of funds from the Subscriber's Mobile Wallet effected under constraints or under coercion or criminal force.

9. Peer-To-Peer E-Money Transfer

9.1. One Subscriber may transfer E-Money to another Subscriber. The receiving party will get an SMS informing him that he has received E-Money from the sending party, the E-Money shall be loaded on the Mobile Wallet of the receiving party and that receiving party may redeem the E-Money at any Agent or Emtel Shop.
9.2 The Subscriber can also transfer funds to a non-Subscriber.
In this case, since the receiving party does not have a Mobile Wallet registered on the Platform, he shall receive an SMS containing a one-time voucher code which he shall show to any Agent or Emtel Shop so as to redeem the monetary value sent to him.
If, within 2 days, the receiving party has not redeemed this voucher code, the Transaction will be cancelled and the E-Money will automatically be sent back to the Subscriber's account. The Subscriber will be notified by SMS of the cancellation and reversal of the E-Money.
9.3. In all cases, the Subscriber sending the E-Money shall receive an SMS notification for each Transaction undertaken.
9.4. A receiving party (whether he is a Subscriber or not) may be liable to face prosecution for consuming or utilising funds sent to him erroneously.

10. Cash-Out

10.1. Cash-Out is to be done at any Agent's premises or Emtel Shop.
10.2. The Agent or the Emtel Shop (as relevant) shall, subject to the prescribed Transaction limits, process the request for Cash-Out after being satisfied that the person making the withdrawal has successfully passed all identity and security verification procedures.
10.3. Subject to any other provisions to the contrary, the Subscriber will be charged a withdrawal fee each time he withdraws funds from his Mobile Wallet.

11. Payment to Bill Companies

11.1. The Subscriber may use Emtel Cash to pay Bill Companies. He shall, at all times, remain solely responsible for the correct inputting of bill acco unt details and other relevant information. Upon the successful completion of the Transaction, the Subscriber will receive an SMS notification with a unique Transaction ID.
11.2. Emtel shall under no obligation be required to match the customer bill account number with the records of the Bill Company.
11.3. If the Subscriber performs a Bill Payment Transaction after 22:00 pm, that Transaction shall be processed on the next working day.
11.4. In any event that a Transaction cannot be completed or fails, the Subscriber will be notified by SMS as to the reasons of unsuccessful Transaction.
11.5. In addition to the cases listed above where a Transaction will not be completed, a request for bill payment will not be completed if the Subscriber does not respect the requirements of the Bill Company.
11.6 The Subscriber is responsible for all payments he undertakes using Emtel Cash and is advised that any payment made by him to Bill Companies after the deadline date may make him liable for surcharges to the latter.

12. Intellectual Property

All intellectual property rights vested in Emtel Cash including the trademark, logo or otherwise are the property of Emtel. Any unauthorized reproduction, modification, distribution or republication of materials or intellectual property related to Emtel Cash in any way whatsoever without the express prior written consent of Emtel is strictly prohibited.

13. Fees

13.1. The Subscriber is responsible for the payment of the applicable fees as listed in the Fee Schedule in relation to the use of Emtel Cash.
13.2. All fees are deducted at source and are subject to change at any time at Emtel's sole discretion.
13.3. On completion of each Transaction, the Subscriber's Mobile Wallet will be deducted with the relevant fee and the Subscriber's new balance shall be notified to him by SMS.
13.4. Except as may otherwise be notified in writing, fees are inclusive of all applicable taxes including Value Added Tax at the prevailing rate.

14. Termination, Freezing, Unclaimed amount & Reallocation of E-Money account

14.1. Emtel, without prejudice to its other rights and without undergoing any judicial or extra-judicial formality, reserves the right at its sole discretion to freeze or terminate this Agreement if the Subscriber utilizes Emtel Cash for any purpose which is unauthorized, fraudulent, illegal or otherwise.
14.2. The Subscriber acknowledges that Emtel may be compelled by law to freeze his Mobile Wallet or decline to execute his Transaction requests if there are reasonable grounds to suspect that his Mobile Wallet has been or is being or may be used to conduct Transactions in connection with any activity which is unauthorized, fraudulent, illegal or otherwise.
14.3. Closing of his Mobile Wallet by the Subscriber is to be done at an Emtel Shop. Emtel shall only act on the Subscriber's request for closing his Mobile Wallet if: (i) the Subscriber establishes his identify to Emtel's satisfaction and (ii) the balance of that Subscriber's Mobile Wallet is, at the time of the request, zero.
14.4. Emtel may close the Subscriber's Mobile Wallet if that Mobile Wallet has remained inactive for a certain period of time as prescribed by Emtel, subject to giving 5 (five) days' notice to the Subscriber. In such circumstances, the Subscriber shall be entitled to the balance of any funds remaining in his Mobile Wallet.
14.5 Any unclaimed amount which has been left untouched and not reclaimed for 7 years or more and the Subscriber has not responded within 6 months to a letter from Emtel about the unclaimed amount sent by registered post to the Subscriber's last known address, the unclaimed amount, shall be deemed to have been abandoned and shall, without further formality, be transferred forthwith by Emtel to the Bank of Mauritius to be dealt with as decided by the Bank. The procedures set out in Section 59 of the Banking Act 2004 (as amended from time to time) with respect to abandoned funds shall apply to these unclaimed amounts.
14.6. The Subscriber understands that his Mobile Wallet is attached to the number of his Mobile Communication Device which he provided in the Application Form. If the Subscriber now wants to change that number, he will be required to fill in the change request form available at any Emtel Shop after having provided sufficient proof of his identity (and address as may be requested at Emtel's sole discretion) and any other information which may be required.
14.7. This Agreement terminates automatically upon the death of the Subscriber. The residual amount (if any) remaining in the Subscriber's Mobile Wallet will be handed over to any beneficiary in accordance with the Subscriber's affidavit de succession.

15. Warranties, and Limitation of Liability

15.1. Emtel will report any suspicious transaction to the Financial Intelligence Unit (FIU). For the purpose of Emtel Cash, a suspicious transaction has the same meaning as in the Financial Intelligence and Anti Money Laundering Act 2002 (as amended from time to time).
15.2. Emtel warrants that it is compliant with the Guideline issued by the Bank including the security measures mentioned therein. THIS CLAUSE IS EMTEL'S ONLY EXPRESS WARRANTY CONCERNING EMTEL CASH, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTY AS TO UNINTERRUPTED AVAILABILITY OF EMTEL CASH.
15.3 Emtel shall use reasonable efforts to ensure that all Transaction requests are processed in a timely manner. The Subscriber understands that: (i) Emtel Cash is a payment facility and that Emtel shall not be liable for any delay in payment, incomplete payment or otherwise suffered by the Subscriber using Emtel Cash and (ii) Emtel Cash may be affected by factors outside Emtel's control, or may be subject to periodic testing, repair, maintenance, upgrades or otherwise.
15.4. Emtel will not be liable for any claim unless caused by willful default attributable to Emtel. Emtel specifically disclaims all liability for any damage, expenses or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damage deemed or alleged to have resulted from or caused by but not limited to:
15.4.1 Transactions made to unintended recipients or payments made in incorrect amounts due to the input of incorrect and/or incomplete information by the Subscriber;
15.4.2 Transactions made from an unauthorised third party who passes all identity and verification checks;
15.4.3 Any fraud, deception or misrepresentation made by the Subscriber,
15.4.4 Any damage, expense or loss resulting from a recipient's decision not to accept or record a Transaction made by the Subscriber through Emtel Cash,
15.4.5 Failure of any other telecommunications or data transmission system other than the Platform;
15.4.6 Result of any acts of government or authority, any act of God or force majeure.
15.5. Emtel Cash is not available on roaming.
15.6. The sole liability of Emtel for any claim in any manner related to this Agreement shall be the payment of direct damages and such damages shall in no event in the aggregate exceed the maximum Transaction limit for the time being in force according to the Guideline for any single event or series of events.
15.7. The User agrees to defend indemnify and/or hold Emtel harmless for any claim brought against Emtel by a third party resulting from the Subscriber's breach of these SpecialTerms and Conditions.

16. Dispute Resolution

16.1. The Subscriber may contact the Call Centre on 8970 for any dispute, claim, to report discrepancies on his Mobile Wallet or for any support in relation to Emtel Cash.
16.2. Any dispute arising out of or in connection with this Agreement that is not resolved by Emtel's customer care may be escalated up to the CEO if not resolved within 14 days from the date of its receipt and eventually escalate to the Bank for resolution, if still not solved.
16.3. Emtel shall try to resolve any dispute arising out of or in connection with this Agreement within a period of 90 days of the date Emtel became first aware of it.
16.4. Nothing in this section shall be deemed to exclude any legally recognised dispute resolution body from receiving, hearing and determining the dispute.

17. Data Retention

17.1 The Subscriber acknowledges that where it is determined by a competent judicial authority that his Mobile Wallet contains proceeds of money laundering or any other criminal or illegal activity, Emtel may be required by law to surrender those funds as may be directed..
17.2 The Subscriber acknowledges that Emtel may retain his Transaction data for a period of up to seven (7) years or as may be required by any law or regulation.

18. Force Majeure

Emtel shall not be liable to the Subscriber for any delay or failure to perform its obligations under theTerms and Conditions under this Annex as a result of a force majeure event which includes any event which is beyond its reasonable control, is unforeseen and irresistible. Such events may include without limitation: revolution or other civil disorders; belligerent aggression by an enemy; strikes; labour disputes; electrical equipment or system availability delay or failure; fires; floods; acts of God; government or regulatory intervention.
If such delay or failure continues for at least thirty (30) days then either party to this Agreement may terminate their engagement by serving a notice in writing to the other. Upon such termination all E-Money held for the Subscriber on the Platform shall be returned to the Subscriber.

19. General

19.1 If any term of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if this Agreement had been made without the invalid, illegal or unenforceable terms.
19.2 This Agreement may be amended by Emtel from time to time as Emtel introduces new Emtel Cash functionalities. Such amended Agreement may be published in posters or pamphlets available at Agents, in the daily newspapers and/or on the Emtel website (www.emtel.com) from time to time and shall take effect immediately upon publication.
19.3. Emtel's failure to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of any such right nor shall it prevent Emtel from exercising or enforcing the rights in question at any time.
19.4. The Subscriber may not transfer any rights or obligations that he may have under this Agreement without Emtel's prior written consent.
19.5. The Subscriber must not use Emtel Cash for the receipt of or payment for goods or services that offend or circumvent any law including without limitation, narcotic drugs, firearms, obscene or pornographic material or services, infringement of third party intellectual rights, running illegal or unauthorised 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.
19.6. Without prejudice to the provisions of clause 14.7, where Emtel receives notification of the death of the Subscriber, Emtel shall suspend all activity of his Mobile Wallet until satisfied that the relevant provisions of the applicable legislation have been followed.
19.7 Any notice or other communication in connection with this
Agreement shall be: in writing and delivered by hand, fax or registered post with advice of delivery. Notices to the Subscriber are to be sent at the address provided by him in the Registration Form and notices to Emtel shall be sent as follows:

Address: EmtelWorld, 10, Ebene Cybercity, Ebene 72201, Republic of Mauritius
Fax: +230 454 10 10
Attention: Chief Executive Officer

19.8 The Subscriber hereby confirms that he has read, understood and agrees to be bound by this Agreement.

☐ I have read, understood and agree to be bound by the Terms and Conditions

Signature of Subscriber: _____

Date: _____

Serial Number | | | | | | |