

TERMS & CONDITIONS FOR EMTTEL CASH (the “Terms and Conditions”)

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.

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- 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 account 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 the Terms 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.

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- 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, 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.

Name of Subscriber: _____
Signature of Subscriber: _____
Date: _____