GENERAL TERMS AND CONDITIONS

FOR MTN MOBILE MONEY CONSUMER.

1. THE AGREEMENT

These are the terms and conditions upon which you may use the MOBILE MONEY Services (as defined herein) provided by MTN Uganda Limited (MTN) ("Conditions of Use") the acceptance of which constitutes a binding contract between yourself and MTN. When you register as a MOBILE MONEY Customer by signing the Registration Form annexed hereto you agree to abide by these Conditions of Use. You therefore need to read and fully understand these Conditions of Use and if you do not agree with them, you must not proceed to register for and/or use the MOBILE MONEY Services.

2. DEFINITIONS

The following definitions relate to these Conditions of Use:

"Account" means your MTN MOBILE MONEY Account, being the record maintained by us of the amount of Mobile Money from time to time held by you and represented by an equivalent amount of cash held in Escrow by Stanbic Bank Limited on your behalf.

"Agent(s)"means person(s) registered by MTN to provide MOBILE MONEY Services, details of which may be obtained from MTN's Customer Service Centres.

"Agreement" means these Conditions of Use together with the Registration Form.

"Charges" means the Tariffs and other charges payable under this Agreement for the MOBILE MONEY Services.

"Conditions of Use" means these terms and conditions as may be varied by us from time to time.

"Balance" means the amount of Mobile-Money from time to time standing to the credit of your Account.

"Credit Transaction" means any transaction which results in your Account being credited in Uganda Shillings with Mobile Money as verified by MTN MOBILE MONEY;

"Customer" means you and every other person in whose name an Account for the MOBILE MONEY Services is registered.

"Customer Care Centre" means MTN Customer Care Centre situated at Plot 12 Hannington Road Kampala or Plot 77 Yusuf Lule Road, or any regional Customer Care Centre

"Debit" means the movement of funds out of your Mobile Money Account.

“Debit Transaction” means any transaction which results in a Debit of Mobile Money from your Account as verified by MTN MOBILE MONEY and the Mobile Money System.

“Designated Payee” means any person (including yourself, another customer, an Agent or Authorized Retailer) who is designated by you by SMS, to be the recipient of Mobile Money from your Account.

“Mobile Money” means the electronic money/stock issued by MTN and representing an entitlement to an equivalent amount of cash monies held in escrow by Stanbic in respect of the purchase of such electronic value;

“Goods and Services” means such goods and services as may be purchased from Authorized Retailers using the MTN MOBILE MONEY System.

“ID Number” means the number associated with the form of identification provided

“Mobile Equipment” means your Mobile Phone and SIM Card or other equipment which when used together allows access to MOBILE MONEY Services and, in each case, is approved for use within the Republic of Uganda by the relevant authority.

“Mobile Phone” means your mobile phone handset.

“MOBILE MONEY Retailer” means a seller of Goods and Services who accepts Mobile Money in payment for Goods and Services.

“MOBILE MONEY Services” means the services provided by MTN for the issue and redemption of Mobile Money and the transfer of Mobile Money between Customers on the basis of Transfer Instructions including the recording of all Transactions, verifying and confirming all Transactions concluded and updating Customer Account records.

“MOBILE MONEY System” or “MOBILE MONEY” means the proprietary cellular phone money transfer service which is marketed, managed, and operated exclusively by MTN in the Republic of Uganda.

“MTN MOBILE MONEY Website” refers to the MOBILE MONEY section on website address www.mtn.co.ug.

“MSIDN” means the mobile station identification number issued to you with the SIM Card and corresponding identity number and PUK for accessing the MTN network

“Network” means the Global System for Mobile telecommunication (“GSM”) system operated by MTN and covering those areas within the Republic of Uganda as stipulated from time to time by us.

“Network Service Provider” means the provider of mobile phone services.

“Outlet Operator” means the assistant dealing with you at an Outlet.

“Outlet” means any shop, unit or other retail premises operated by an Agent.

“Payments” means money paid to an Agent, for the purchase of an equivalent amount of Mobile Money sums credited to your Account, any such monies thereafter being held in Escrow as specified herein.

“Mobile Money PIN” means your personal identification number being the secret code you choose to access and operate your MTN Mobile Money Account.

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

“Registration Form” means the registration form containing registration details and acceptance of these Conditions of Use by you in the form annexed hereto;

“SIM Card” means the subscriber identity module which when used with the appropriate Mobile Equipment enables you to use the MOBILE MONEY Services.

“SMS” means a short message service consisting of a text message transmitted from one Mobile Phone to another.

“Tariffs” means actual charges for use of the MOBILE MONEY Services as published on the MTN Uganda Web-Site.

“Tariff Guide” means a catalogue published for the Tariffs payable for the MOBILE MONEY Services, as updated from time to time.

“Transactions” means any of the transactions specified in Clause 8.5.

“Transfer Instructions” means instructions given via SMS for the transfer of Mobile Money from one Customer to another or any other individual or entity.

“Escrow Account” means the Bank Account maintained by Stanbic Bank Limited into which all Payments are made and held by Stanbic on behalf of Customers.

“User Manual” means a document describing the MOBILE MONEY System and its use.

“You”or “your” means the Customer.

3. APPLICATION FOR ACCOUNT

3.1 Any MTN Uganda customer may register for the MOBILE MONEY service provided they have an active MTN Uganda SIM.

3.2 The MOBILE MONEY service is limited to one account per customer, irrespective of how many MTN SIMs are held by a customer.

3.3 You will also be liable to pay applicable Tariffs for your use of the MOBILE MONEY Services and such Tariffs may be deducted directly from your MOBILE MONEY Account.

3.4 You may register for MOBILE MONEY Services with any MOBILE MONEY Agent in the Republic of Uganda.

3.5 Upon registering as a Customer, you will be required to provide the following information for inclusion in the Registration Form to be signed by you:-

3.5.1 The identification number associated with the form of acceptable identification provided

3.5.2 Your full name

3.5.3 Your physical address

3.5.4 Your date of birth

3.5.5 Your gender

3.5.6 Your mobile number

3.5.7 Your identity card

3.5.8 Source of income

3.5.9 Any other information deemed necessary.

3.6 All information provided must be complete and accurate in all respects.

3.7 We may decline your application at our sole discretion.

3.8 We may refuse to open an Account for you if we are not satisfied with proof of your identity.

3.9 Upon registration and activation of your MOBILE MONEY account you will be allocated a Mobile Money PIN which must be kept secret at all times and which will be used to identify you as being the rightful Customer of your Account on raising enquires with the Customer Care Centre on the telephone.

4. THE MOBILE MONEY SERVICES

4.1 The MOBILE MONEY Services are made available to you subject to these Conditions of Use:-

4.1.1 Although we will try to ensure that you are able to make full use of the Network to access MOBILE MONEY Services within the coverage area, we do not guarantee that the MOBILE MONEY Services will be available at all times and we will not be responsible or liable for any loss whatsoever or howsoever arising as a consequence of any non-availability of the MOBILE MONEY Services. The MOBILE

MONEY Services are not fault free and factors including (but not limited to) acts of God, geographical topography, weather conditions, planned maintenance or rectification work on the Network may interfere adversely with the quality and provision of the MOBILE MONEY Services.

4.1.2 In the event of damage to, loss or theft of the SIM, you are obliged to inform us immediately of such damage, loss or theft. We will then disable such damaged, lost or stolen SIM Card so as to prevent further use of the MOBILE MONEY Services until the same has been replaced. A replacement fee will be applicable and you will be responsible for all Charges and Transactions effected up to the time of receipt by us of your notification of the damage, loss or theft. Notification of any such damage, loss or theft may be given by telephoning the Customer Care Centre. You will be required to indemnify us against any claims made in respect of any Transactions effected with your Mobile Phone and SIM prior to such notification being received.

4.1.3 Please note that the confidentiality of your communications via our Network is not guaranteed. You are advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. We cannot accept any liability for any loss, injury or damage whether direct or consequential arising out of any such compromise of confidentiality.

4.2 You accept that we may disclose or receive personal information or documents about you:-

4.1. to and from local and international law enforcement or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of criminal activities or fraud;

4.2. to and from our service providers, dealers, agents, or any other company that may be or become our subsidiary, parent company or partner, for reasonable commercial purposes connected to your use of the mobile service or the MOBILE MONEY Services, such as marketing and research related purposes;

4.3. To facilitate our ability to carry out any activity in connection with a legal, governmental or regulatory requirement;

4.4. To our lawyers or auditors or to the applicable court in connection with any legal or audit proceedings (notwithstanding that any such proceedings may be of a public nature).

4.3 You must comply with any instructions that we may give you from time to time about the MOBILE MONEY Services.

4.4 With the exception of calls made to our Customer Service Helpline and to other designated toll free numbers, a minimum call charge may be levied in accordance with the applicable Tariff.

4.5 Your calls, emails or SMS's may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of un-authorized use of our telecommunications system and detection and prevention of crime.

5. ACCEPTANCE AND COMMENCEMENT OF CONDITIONS OF USE

5.1. You are deemed to have accepted these Conditions of Use as amended from time to time and which take effect:-

5.1.1 Upon Registration; or

5.1.2 Upon the initial activation of your MTN MOBILE MONEY Account.

6. SUSPENSION AND DISCONNECTION OF THE SERVICES/CLOSURE OF ACCOUNT

6.1 We may suspend (bar), restrict or terminate the provision of the MOBILE 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:-

6.1.1 if we are aware or have reason to believe that your Mobile Equipment or the MSISDN/MOBILE MONEY PIN number used in relation to the MOBILE MONEY Services is/are being used in an un-authorized, unlawful, improper or fraudulent manner or for criminal activities (or has been so used previously);

6.1.2 if you do not comply with any of the conditions relating to the MOBILE MONEY Services including these Conditions of Use;

6.1.3 If you notify us that your Mobile Equipment has been lost or stolen or your MOBILE MONEY PIN has been lost or disclosed to any other party;

6.1.4 If you do anything (or allow anything to be done) with your Mobile Equipment which we think may damage or affect the operation or security of the Network or the MOBILE MONEY Services;

6.1.5 for reasons outside of our control;

6.1.6 Where we close your Account under Clause 6.2.

6.2 To access the MOBILE MONEY Services, your SIM must be operational ("active") at all times. If your SIM is in inactive for a consecutive period of 3 months your MOBILE MONEY Account will automatically be closed by MTN and any Mobile credit standing to the Credit of your Account will be paid to you in the matter provided in clause 6.4.

6.3 We will also close your Account upon receipt of your request to close your Account.

6.4 Where the use of your MOBILE MONEY PIN has been suspended or disconnected or your Account closed any Credit Balance in your Account will be repaid to you in cash upon your presenting yourself at our Customer Care Centres. You will only be paid any Credit Balance in cash upon satisfactory evidence of your identity being produced.

6.5 We will not be responsible to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute, if we close or suspend your Account in terms of this clause 6.

7. TARIFFS

Tariffs as published are payable for each Transaction effected from your count. The Tariff Guide is available from MTN's Customer Service Centers or by accessing the MTN Uganda Website.

7.1 Tariffs payable on each Transaction will be deducted from your MOBILE MONEY Account on conclusion of each Transaction and your new balance on conclusion of the Transaction shall be notified to you by SMS.

7.2 Tariffs are subject to other applicable levies and taxes at the then prevailing rates.

7.3 All Charges payable by you in connection with the use of the MOBILE MONEY Services may be debited from your Account without further reference to you.

8. TRANSACTIONS

8.1 All transactions will be in Uganda Shillings.

8.2 All Debit Transactions from your Account will be effected by Transfer Instructions authorized with the MOBILE MONEY PIN which you choose when you register, or by such other method we may prescribe from time to time. Proof of ID will BE required before any Transaction can be effected and the ID presented will be recorded by the Agent on each Transaction.

8.3 Your Account will be credited when you purchase MOBILE MONEY by making Payments or when MOBILE MONEY is transferred to your MOBILE MONEY Account from another Customer and all such amounts will be held in Escrow to your order.

8.4 You may not effect any Transactions from your Account in the event that you do not have sufficient MOBILE MONEY in your Account to meet the value of the Transaction and Charges applicable thereto.

8.5 The MOBILE MONEY System will verify and confirm all Transactions affected from your Account by SMS to you. The MOBILE MONEY System records will be taken as correct unless the contrary is proved.

8.6 On being provided with an Account, you will be able to effect the following transactions:-

8.6.1 Effect a Credit Transaction by making a Payment in cash directly to an Agent in exchange for an equivalent amount of MOBILE MONEY to be credited into your Account. Upon a Credit Transaction being made, the MOBILE MONEY System shall credit your Account accordingly.

8.6.2 Effect a Debit Transaction by:-

8.6.2.1 The exchange of MOBILE MONEY for cash at any Agent by sending a Transfer Instruction to the MTN MOBILE MONEY System and entering your MOBILE MONEY PIN on your handset when requested to do so by MTN pursuant to which the Agent will pay the equivalent amount of cash to you.

8.6.2.2 The transfer of MOBILE MONEY to another Customer by sending Transfer Instructions to the MTN MOBILE MONEY system for the account of such Customer, specifying the amount to be transferred.

8.6.2.3 The purchase of MTN Pre-paid Airtime by sending a recharge instruction to the MTN MOBILE MONEY System and giving a Transfer Instruction for the corresponding amount of MOBILE MONEY to MTN as the Designated Payee.

8.6.2.4 The purchase of Goods and/or Services from Authorized Retailers by Transfer Instructions via the MTN MOBILE MONEY system of the amount to be transferred to the Authorized Retailer's Account in settlement for the Goods and/or Services purchased.

8.6.2.5 Upon any Credit Transaction and Debit Transaction being affected the MOBILE MONEY System shall credit or debit your Account once the sum is actually credited to, withdrawn or transferred by you from your Account.

8.6.3 The MOBILE MONEY System will confirm every Transaction made by way of SMS together with an updated balance of your Account.

8.6.4 Any Debit Transactions given using the MOBILE MONEY PIN will be charged to the Account. You acknowledge that, unless and until MTN receives notice from you that your MOBILE MONEY PIN is no longer secure and/or that your Mobile Equipment has been lost or stolen, MTN may rely on the use of the MOBILE MONEY PIN as conclusive evidence that a Debit Transaction has been authorized by you, even if it is actually made without your authority. MTN shall not require any written confirmation of any Transaction Instruction.

8.6.5 We are unable to reverse or charge-back any Transfer Instruction for any reason including in the event of any dispute with any other Customer or an Authorized Retailer. You are responsible for resolving any disputes arising with any other Customer or an Authorized Retailer without recourse to MTN.

8.6.6 Your Account may only be operated by the use of Agents/Retailers in the Republic of Uganda

8.6.7 Each Transaction is identified by a unique reference number which is used to track & identify all Transactions carried out on your Account. A confirmation SMS will be sent to you with an updated balance of your Account after each transaction.

9. SECURITY AND UNAUTHORISED USE

9.1 Only one MOBILE MONEY PIN Number can be linked to your Account at any time.

9.2 Only you may use your Mobile Phone and MOBILE MONEY PIN Number.

9.3 You are responsible for the safekeeping and proper use of your Mobile Equipment, for keeping your MOBILE MONEY PIN and for all Transactions that take place on your account using your MOBILE MONEY PIN.

10. YOUR RESPONSIBILITIES

10.1 You will be responsible for all applicable Charges at the applicable Tariffs for any Transaction effected including calls made on our Network using the Mobile Equipment whether those calls were made by you or someone else with or without your authority or knowledge.

10.2 You are solely responsible for any transmitted material and or communication, which is classified as defamatory, illegal or in breach of any copyright and shall indemnify and keep us indemnified against any claims and expenses made against us in respect thereof.

10.3 You must not use the MOBILE MONEY Services to commit any offence(s) contrary to the Laws of Uganda.

11. VARIATIONS

11.1 We reserve the right to vary at any time and without prior notice to you these Conditions of Use or the Tariffs. Variations will be notified by way of advertisement in a daily newspaper, SMS, or through our Website and or by using any other suitable means PROVIDED THAT you shall be deemed to have been notified of any such variations regardless that the same may not have actually come to your attention.

11.2 By continuing to use the MOBILE MONEY Services you shall be deemed to have agreed to the variations contemplated in clause 11 above. If you do not accept any of the variations then you must not continue to effect any Transactions otherwise you will be deemed to have accepted such modifications.

12. ESCROW ACCOUNT

12.1 All Payments received in respect of the Purchase of MOBILE MONEY or transfers of MOBILE MONEY into your Account for you and for your benefit shall be held in Escrow with Stanbic Bank Uganda Limited and you shall be beneficially entitled to all those Amounts standing to the credit of your Account. You agree that the records of the MOBILE MONEY System Shall be conclusive evidence of the amount of MOBILE MONEY at any time standing to the credit of your Account and Stanbic Bank Uganda Limited is not bound to make any independent investigation of your beneficial entitlement to the Amounts on the Escrow account. You further acknowledge that, in relation to any payment to you in respect of your entitlement to the Amounts held in Escrow, we may act on instructions given by you using your MOBILE MONEY PIN or instructions purported to be given by you using your MOBILE MONEY PIN even if they are actually given by a third party.

12.2 You acknowledge that the amounts held in Escrow will not be invested other than by way of being held in the Account. You further acknowledge that, to the extent that any interest accrues on the Escrow Amounts, you shall have no beneficial entitlement to such interest and such interest shall either be retained to defray Stanbic's costs and expenses and/or to pay the same to MTN towards the costs and expenses of operating the MOBILE MONEY System and/or to pay the same to such charitable cause(s).

13. LIABILITY AND EXCLUSIONS

13.1. In the event that we are compelled to change or reassign your telecommunications numbering to meet regulatory requirements or for any other reason our liability will be limited to retaining your Account and where possible, transferring your Account to a new MSISDN, failing which you will be paid out the Credit Balance standing in your Account in cash.

13.2. To the maximum extent permissible by law we exclude warranties of all kinds, either express or implied.

13.3. All Agents are no more than independent outlets authorized by MTN or an approved MOBILE MONEY agent aggregator to provide MOBILE MONEY Services and no agency relationship exists between MTN and the Agents and we accordingly bear no responsibility or liability for any default or negligence on the part of the Agents in providing the MOBILE MONEY Services.

13.4. We shall not be liable for any loss which you suffer unless it is directly caused by our being negligent or deliberately acting wrongly. If we do act negligently or wrongly, we shall only be liable for the amount of the loss that a normal Customer in your position would have suffered and not any loss which results from your particular circumstances; even if we know that your circumstances are unusual.

14. MISCELLANEOUS

14.1 This Agreement (as from time to time may be amended) forms a legally binding agreement binding on you and your personal successors and assigns.

14.2 This Agreement may not be assigned to any other person.

14.3 No failure or delay by either of us in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

14.4 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

14.5 If any provision of these Conditions of Use shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein and all provisions not so affected by such invalidity or unenforceability shall remain in full force and effect.

15. STATEMENTS

15.1 You may obtain a balance enquiry from your Mobile Equipment and query any transactions effected using your Mobile Equipment and MOBILE MONEY PIN at the Customer Call Centre.

15.2 Printed statements of your Account will not be provided.

15.3 We will close your Account on receiving a request from you or in accordance with clause 6 above.

16. FAILURE OR MALFUNCTION OF EQUIPMENT

We are not responsible for any loss arising from any failure, malfunction, or delay in any cellphone Networks, cellphones, the Internet or terminals or any of its supporting or shared networks, resulting from circumstances beyond our reasonable control.

17. NOTICES

17.1 We are entitled to send information to you via SMS to the contact Mobile Phone number supplied on your application form. These SMS's are for information purposes only.

17.2 You should send any legal notice to us at our chosen address: MOBILE MONEY Service, MTN P.O. Box 24624, Kampala, or delivered to MTN Head Office, MTN Towers Plot 22 Hannington Road, Kampala Uganda

18. GENERAL

18.1 You must pay all our expenses in recovering any amounts you owe us including legal fees, collection fees and tracing fees.

18.2 A certificate signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the certificate, unless the contrary is proved.

18.3 We will not be responsible to you for any indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible and whether arising in contract or statute.

18.4 You must notify us immediately of any change of your details in your Registration Form.

18.5 You agree that your information, including your personal information, your conversations with our Customer Care Centre and your Transactions will be recorded and stored for record keeping purposes for 10 years.

18.6 All copyright, trademarks and other intellectual property rights used as part of the MOBILE MONEY Services or contained in our documents are owned by MTN or its licensors. You agree that you acquire no rights thereto.

19. JURISDICTION AND ARBITRATION

19.1This Agreement is governed by Ugandan Law.

19.2 Any dispute arising out of or in connection with this Agreement shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Judge in charge for the time being of the High Court (Commercial Division) of Uganda. Such arbitration shall be conducted in Kampala in accordance with the Rules of Arbitration subject to and in accordance with the provisions of the Arbitration Act, Cap 4 or its successor legislation.

19.3 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

19.4 Nothing shall prevent the parties hereto from seeking any relief from a court of competent jurisdiction in Uganda.

Note: Please note that a Summary of the MOBILE MONEY Services is available from MOBILE MONEY Agents, MTN's customer service Centres and the MTN Website located at www.mtn.co.ug and is printed on the back of the registration from.