TERMS AND CONDITIONS

MTN Mobile Money is guided by the rules and regulations as outlined herein and as shall be amended from time to time and these rules are binding on all who use the MTN Mobile Money.

1. The Agreement

Before performing any transaction from your Mobile Money Wallet, you must know the terms and conditions ("rules") for using your Wallet. You need to understand each clause of the rules set out in this document. You are required to keep these rules as they are a binding agreement between yourself, MobileMoney Limited and Partner Banks. When you apply for a Mobile Money Wallet you agree to be bound by and to conduct yourself in accordance with these rules.

2. What We Mean

The following definitions relate to these terms and conditions:

2.1 "Cell phone" means a GSM terminal connected via a GSM radio link to the Mobile Telecommunications Network (MTN).

2.2 "Credit" means depositing funds in your Wallet.

2.3 "Debit" means the movement of funds out of your Wallet.

2.4 "GSM" means the Global System for Mobile communications as defined in the European Technical Standards Institute's list of specifications.

2.5 "Agent" refers to any registered business entity that is authorised to engage in the sale and distribution of Mobile Money products and services and or accept Mobile Money as payment for goods & services offered.

2.6 "Mobile Money Website" refers to the website address www.mobilemoney.com.gh

2.7 "Mobile Money" refers to the financial services product offered by us being a transactional banking Wallet.

2.8 "MML" means MobileMoney Limited.

2.9 "MTN Ghana" refers to Scancom PLC.
3.2 Mobile Money users will be informed of any additional features that may be offered in the future on Mobile Money.

4. Mobile Money Wallets

4.1 Mobile Money Wallets are opened and owned by MML Partner Banks and this service is currently available to anyone who meets requirements set by MML and Bank of Ghana. To become a Mobile Money user, MTN customers will be subject to requirements from Bank of Ghana. The Mobile Money user commits himself/herself to use Mobile Money only on MTN Ghana network or on International Roaming unless otherwise notified by MTN Ghana.

5. Application for Wallet

5.1 You can only apply for a Wallet if you are an active MTN Ghana subscriber. Ghanaian citizens with valid photo ID card and other relevant documents may apply for a Mobile Money Wallet.

5.2 Foreigners wanting to benefit from this service would be required to provide evidence of residence, in the form of a resident permit.

5.3 Persons below the age of 18 (minors) can open a Mobile Money Wallet with a guarantor. The guarantor will have to provide some information on a guarantor form.

5.4 We require your personal details and certain specific information before a decision is made on your application. You must provide complete and accurate information.

5.5 We may decline your application at our sole discretion.

5.6 We will verify your identity and may refuse to open a Wallet for you if we are not satisfied with proof of your identity.

5.7 Your Wallet will be held by MML MobileMoney.

6. Fees and Other Charges

6.1 You pay fees when you use your Wallet. A list of these fees is available from Partner Banks’ branches, Authorised Mobile Money Agents and MTN Ghana Service Centres, by contacting our Call Centre on 100 or by accessing the Mobile Money website i.e. www.mobilemoney.com.gh

7. Transacting / Limits
transaction could be effected without entering and validating this PIN. You have three (3) attempts to enter the right PIN. If you enter the wrong PIN on your third attempt, the Mobile Money wallet will be disabled. In the event that the wallet is disabled, customers can call the call center to reset their PINs.

8.2 You are responsible, for keeping your PIN secret and for all transactions that take place on your Wallet with your PIN and you indemnify us against any claims made in respect of such transactions. Your PIN shall not be communicated to anyone, must be kept in a very confidential manner and should in no case be written on any document. You must ensure this PIN is always composed out of sight of any individual.

8.3 If at any time you believe or know that your cell phone or PIN has been stolen or compromised, you can call us immediately on 100 (Toll Free). We will block the PIN as soon as we reasonably can. You will remain responsible for all transactions that occur until your PIN is blocked.

8.4 Should you dispute that any purchase or withdrawal debited to your Wallet was authorised by you, you will have to prove it was not authorised.

8.5 We can accept your telephonic instructions without your written confirmation. We use authentication questions and/or voiceprint to confirm your identity when you call our Call Centre. These methods give us your authorisation to execute your instructions.

8.6 You are responsible for protecting your computer against computer viruses when you use the Internet to access our Mobile Money website and Internet banking facilities. We are not liable for any computer program or code that may originate from our systems and you indemnify us against any claims made in this regard.

9. Statements

9.1 You may upon payment of a prescribed fee request a statement printout from us showing all the transactions on your Wallet. You must check each statement as soon as you receive it and inform us within 30 days of the date of the statement if you think that a statement is not correct. If you do not do this within this timeframe you hereby waive the right to dispute any transactions reflected on the statement or to recover any losses from unauthorised transactions reflected on the statement.
12. Notices

12.1 The address you supply on your Mobile Money Registration Form is regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify us immediately should your physical, postal, email address or cell phone number change.

12.2 We are entitled to send any notice to an email address specified on your application. This communication will be regarded as having been received by you, unless the contrary is proved. This clause pertains to customers who have completed the Mobile Money Registration Form.

12.3 Any correspondence that we send to you by post will be considered to have arrived within seven days of posting and any correspondence that we send to you by fax or email will be considered to have arrived on the day that it was sent.

12.4 We are entitled to send information to you via SMS to the contact cell phone number provided on your application form and as amended from time to time. These SMS's are for information purposes only.

12.5 You should send any legal notice to us at our chosen address:

Mobile Money Ltd.
MTN House
Independence Avenue, Ridge, Accra. Or
P.O Box TF 281
Trade Fair, La, Accra

12.6 You acknowledge and agree that this agreement will be regarded as having been entered into in Accra and any breach of this agreement will be considered as having taken place in Accra.

13. Consents and Conduct of the Wallet

13.1 You, the Wallet holder, consent to us:

13.1.1 Making enquiries about your credit record with any credit reference agency and any other party to confirm the details on this application;
15.8 You must pay all our expenses in recovering any amounts you owe us including legal fees.

15.9 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.

15.10 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, statute or tort.

15.11 You are responsible for your connection to the Internet and all costs associated with that same connection.

15.12 You must notify us immediately of any change of your details in your application.

15.13 You agree that your information, including your personal information, your telephone conversations with our call centre and your transactions will be recorded and stored for record keeping purposes for 5 years from date of closure of Wallet.

15.14 We are obliged by Law to regularly update your personal particulars, such as your current residential address and contact information. We may contact you from time to time in this regard.

15.15 All copyright, trademarks and other intellectual property rights used as part of our Services or contained on our documents are owned by Mobile Money or its licensors. You agree that you acquire no rights thereto.

15.16 You accept that all transactions effected on your cellphone are subject to other Terms and Conditions available on our website or from our call centre.

15.17 Your Mobile Money Wallet may not be transferred to any mobile telecommunications network operator other than MTN without the consent in writing of MTN.

16. Sanctions

16.1 Any abusive and/or fraudulent usage of a Mobile Money Wallet and any false declaration may be punished by the Laws in place in Ghana.
stolen SIM card, you can call the Customer Call Centre on the number 100(Toll Free) or visit the nearest MTN Ghana Service Centre.

17.7 In case of Fraud or scams, the customer must subsequently provide a police extract as part of his or her complaints to commence the necessary checks. Note that any loss incurred during this period will be a personal liability for which MML shall not be responsible.

17.8 The wallet owner will be responsible for all fees and transactions effected up to the time of receipt by MML of your report of the damage to, loss or theft of Your SIM card.

17.9 You must comply with any instructions that MML may issue from time to time about the use of the Mobile Money Services.

18. Money Transfer Reversals

18.1 You must lodge a complaint of a wrong transfer within 30 calendar days from the date of the incident in accordance with to Section 28(1)(b) of the Electronic Money Issuer guideline. Careful investigations will be conducted to establish the claim as part of processing the reversal.

18.2 MML will endeavor to effect reversals of a wrong transfer within 5 working days but in any event not later than 15 working days from the date on which a request was made.

18.3 Where the amount in question is fully available in the wallet as at the time of receiving the complaint, MML shall hold the funds for further investigations. Funds which have been partially withdrawn cannot be held.

18.4 In the event where the amount is not in the wallet, you would be advised accordingly. MML may cause further investigations further in this event to satisfy its internal procedures.

18.5 MML will take reasonable steps to contact the supposed wrong recipient, through calls and SMS, within 3 working days of receiving a reversal request.

18.6 The wrong recipient must make reasonable efforts to respond to the calls and SMS during the 3 days of contact.

18.7 MML will endeavor to perform the reversal after the 3 working days without any feedback from the wrong recipient.

18.8 MML does not have any obligation to perform a reversal in the event of any dispute with any designated payee.
19.11 Transaction notification will be sent to the both sender and receiver upon completion of the reversal.

20. Support
20.1 The Company shall provide Customers with service support through any of the following means:
   20.1.1 Helpline: 114 for agents
   20.1.2 Helpline: 100 for subscribers
   20.1.3 General support: mmsupportteam.GH@mtn.com
   20.1.4 Reporting Fraud Incident: mmfraudteam.GH@mtn.com
   20.1.5 Visit MTN Service Center

21. Recourse Mechanism
21.1 MobileMoney Limited:
   Customers shall submit their complaints via the channels provided in section 20.1 above for resolution. Where there is any stalemate or Agent not happy with the feedback from MobileMoney Limited, the Customer shall refer the matter to the Bank of Ghana in writing within five working days.

21.2 Bank of Ghana
   The Bank of Ghana shall take up all referred unresolved complaints or disputed decisions by MobileMoney Limited and act as Arbitrator between the parties and give appropriate directives where required.

21.3 The Courts
   Where a party is dissatisfied with the decision of the Bank of Ghana, the aggrieved party may seek redress in Court by instituting a legal action.

22. Agent Requirement/Limits

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<thead>
<tr>
<th>Requirements</th>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
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<td>Govt approved valid photo ID of owner</td>
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<tr>
<td>D.O.B</td>
<td>Copy of Metropolitan or Business certificate</td>
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<td>Tier 1 – Bronze/MoMoPay</td>
<td>Tier 2 – Silver</td>
<td>Tier 3 – Gold</td>
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<td></td>
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<td>Business certificate (incorporation &amp; commencement)</td>
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<td>Digital address of business</td>
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<td>Store/Brick and Mortar</td>
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<tr>
<td>Proof of address</td>
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<td>Transaction value/month</td>
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<td>Registered tenancy agreement</td>
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<td>Stamped bank statement</td>
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<td>(page with customer residential address)</td>
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<td>Tax certificate</td>
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