

Terms & Conditions of VMPL wallet & M-Pesa services

VODAFONE M-PESA LIMITED (hereinafter referred to as “**VMPL**”), a company incorporated under the Companies Act 1956 and having its registered office at Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400013 offer the “M-Pesa Wallet”.

The use of M-Pesa Wallet and Services by the Customer shall be subject to acceptance of the terms and conditions as detailed herein below (“**Terms and Conditions**”). The terms and conditions for ICICI Bank “Mobile Money Account” are available at www.m-pesa.in.

By applying for use of M-Pesa Wallet and Services, the Customer acknowledges that the Customer has read, understood and agrees to be bound by these Terms and Conditions.

1. Definitions

1.1 “Wallet **Account Opening Form**”/ “**AOF**” shall mean the form to be completed in writing by an Applicant and to be submitted along with necessary supporting documents, either online or physically at Agent locations and/or such other locations as may be intimated by VMPL from time to time, for availing the M-Pesa Wallet and Services.

1.2 “**Agent/s**” shall mean the retail agents appointed by VMPL and having a brick and mortar shop displaying the requisite brands and logos of M-Pesa Wallet, who shall be acting as agents of VMPL for the VMPL M-Pesa Wallet and Services and Business Correspondent agents, to support the enrollment process of an Applicant and to facilitate the transactions.

1.3 “**Alliance Telecom Service Provider/ ATSP**” shall mean the telecom service provider and its subsidiaries having the necessary government approvals/ licences, issued, inter alia, by the Department of Telecommunications, Government of India, and who shall provide telecom access service such as, Short Message Service (“SMS”), Unstructured Supplementary Service Data (“USSD”), General Packet Radio Service (“GPRS”) or any other telecommunication protocols to facilitate network communications required for operation of M-Pesa Wallet and Services and performance of other related transactions.

1.4 “**Applicant**” shall mean an individual person above the age of 18 (eighteen) years, using an operational mobile phone connection, who uses USSD/Mobile Application/Web Portal or approaches Agent’s locations and/or such other locations as may be intimated by VMPL from time to time, for availing the M-Pesa Wallet and Services

1.5 “**Business Correspondent**” or “**BC**” shall mean VMPL and wherever applicable, shall include Agents.

1.6 “**Bill Payment**” shall mean the transactions wherein the Customer uses the M-Pesa Services to make payments towards utility bills, merchant payments and other such bill payments as may be permitted under the RBI guidelines by utilizing the M-Pesa Wallet.

1.7 “**Charges**” shall mean all charges pertaining to the Transactions and more particularly specified in clause 5 hereof.

1.8 “**Customer**” shall mean an Applicant who, upon submission of details through USSD/Mobile Application/Web Portal or the AOF or completion of e-KYC verification and upon completion of necessary formalities, is found to be eligible by VMPL as per RBI Guidelines, to avail the M-Pesa Wallet and has opened an M-Pesa Wallet.

1.9 “**Force Majeure Event**” shall have the meaning ascribed to it in clause 14.1 hereof.

1.10 “**KYC**” shall mean the various norms, rules, laws and statutes issued by RBI from time to time and shall include the Know Your Customer guidelines issued by the RBI, under which VMPL is required to procure personal identification details and proof of documents from the Applicant and/ or Customer as may be required at the time of submission of AOF and/or at a later date, for availing and/or continuation of the M-Pesa Wallet and M-Pesa Services.

1.11 “**M-Pesa Wallet**” shall mean the semi closed pre-paid instrument issued by VMPL as authorized and licensed by RBI under the RBI Guidelines.

1.12 “**Merchant / Merchant Establishment**” shall mean and include any outlet/ service provider who have been authorized by VMPL to accept payment for goods or services using m-pesa Wallet.

1.13 “**Mobile Money Account**” shall mean a no frills interest bearing account opened in the name of the Customers, issued and maintained by ICICI Bank for the purpose of ensuring usage of the account as per ICICI Bank’s terms and conditions, in compliance with the RBI Guidelines.

1.14 “**Mobile PIN**” shall mean a secret password that would enable the Customer to secure, access and operate their M-Pesa Wallet.

1.15 “**M-Pesa Services**” or “**Services**” shall mean the services offered by VMPL for operation of the M-Pesa Wallet

1.16 “**Permitted VMPL Wallet Services**” shall mean the services that may be offered by VMPL to the Customer prior to KYC completion, as may be permitted by RBI Guidelines from time to time.

1.17 “**RBI**” shall mean the Reserve Bank of India.

1.18 “**RBI Guidelines**” shall mean the applicable guidelines, regulations, notifications and instructions issued by RBI in relation to the issuance and operation of pre-paid payment instruments in India and operation of the M-Pesa Wallet and M-Pesa Services and all other guidelines and instructions inclusive of their respective amendments as may be issued and notified by RBI from time to time including The Payment and Settlement Systems Act, 2007 & regulations made there under.

1.19 “**Threshold Balance**” shall mean such amounts as may be specified by VMPL from time to time, over and above which the funds will be transferred from the VMPL Wallet to the Mobile Money Account in terms of Clause 6.3

1.20 “**Transaction/s**” shall mean any credit or debit of money balances in the Customer’s M-Pesa Wallet including but not limited to money transfer payments and receipts, payments for goods and services, utility payments and deposits..

1.21 “**Website**” shall mean the website www.mpesa.in which is owned, established and maintained by VMPL.

2. Interpretation

a. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".

b. Words importing any gender include the other gender.

c. Reference to the Terms and Conditions shall mean and include the Terms and Conditions of M-Pesa Wallet.

d. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

e. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.

3. General Conditions

3.1 VMPL shall operate and issue M-Pesa Wallet and be responsible to the Customers for all its acts of omissions and commissions as regards the M-Pesa Wallet in accordance with these Terms and Conditions.

3.2 VMPL shall also act as a Business Correspondent of ICICI Bank for opening the Mobile Money Account as per RBI Guidelines and facilitating Transactions through the Mobile Money Account opened by the Customers with ICICI Bank.

3.3 The M-Pesa Services can only be availed by a person who has attained the age of 18 (eighteen) years and is competent to contract.

3.4 To avail of the M-Pesa Services from any Agent location, the Customers are required to only approach the authorized retail Agents appointed by VMPL and having a brick and mortar shop displaying the requisite brands and logos of M-Pesa Services.

3.5 The Customer, at the time of submission of the AOF, shall provide such minimum initial deposit amount as may be specified from time to time by VMPL on the Website and/or notified to the Applicants in writing.

3.6 The Customer shall be provided with only Permitted VMPL Wallet Services until the successful completion of KYC in accordance with RBI Guidelines. Upon successful completion of KYC verification the Customer shall be able to avail additional limits in the M-Pesa Wallet, as per RBI Guidelines. In the event that the KYC verification of any of the Applicant is rejected by VMPL, such Applicant shall only be entitled to utilize the Permitted VMPL Wallet Services as per applicable limits.

3.7 For Transactions conducted at Merchant Establishments and/ or Agent locations, the Customer should ensure receipt of a SMS confirmation of such Transactions.

3.8 The Customer shall immediately call the customer call center on the number listed on the Website and register a complaint and shall subsequently also register such complaint in writing with the Agent in the event of any loss, and/or theft in/ of the mobile phone connection, failing which VMPL shall not be liable for any unauthorized Transactions on the M-Pesa wallet.

3.9 The Customer shall promptly inform VMPL about any changes in his/her permanent or communication address or other relevant KYC details and provide the supporting KYC document(s) that VMPL may require from time to time.

3.10 The Customer shall not assign or transfer the M-Pesa Wallet or the Services or otherwise grant any third party, a legal or equitable interest over it.

3.11 The Customer grants express authority to VMPL for carrying out Transactions and instructions authenticated by providing the Mobile PIN.

3.12 The Customer shall be the sole and exclusive owner of the Mobile PIN/and or OTP sent by VMPL and the Customer accepts sole responsibility for use, confidentiality and protection of the Mobile PIN. The Customer shall not disclose the Mobile PIN to any other person and shall not respond to any unauthorized SMS/ e-mail/ phone call in which the Mobile PIN is asked for. VMPL shall, in no manner whatsoever, be held responsible or liable, if the Customer incurs any loss as a result of the Mobile PIN being disclosed/ shared by the Customer with any unauthorized persons or in any other manner whereby the security of the Mobile PIN is compromised.

3.13 The Customer must ensure the availability of sufficient funds (including service charges thereon, if any, in the M-Pesa Wallet before initiating any Transaction.

3.14 The Customer acknowledges that any information provided to VMPL with the intention of securing the M-Pesa Wallet shall vest with VMPL and may be used by VMPL , at its discretion, for any purpose consistent with any applicable law or regulation and privacy policy and/or statement displayed on its Website.

3.15 Any information submitted by the Customer while using the M-Pesa Services may be shared with third parties by VMPL , inter- alia, to facilitate the provision of M-Pesa Services and any other additional services.

3.16 The Customer shall not use M-Pesa Services for any purpose that might be construed as contrary or repugnant to any applicable law, public policy or for any purpose that is contrary to VMPL policy or might prejudice the goodwill of VMPL.

3.17 The Customer acknowledges that in accordance with the RBI guidelines, VMPL maintains an escrow account with ICICI Bank for maintaining the outstanding balances and creation of necessary charge on such balance in the escrow account, as may be required in relation to M-Pesa Wallet in such escrow account. The Customer upon signing of these Terms and Conditions agrees that the Customer shall have no objection in this regard.

3.18 The Customer confirms that he/she holds only one active M-Pesa Wallet and does not hold multiple active M-Pesa Wallets in violation of the applicable laws and regulations.

3.19 The Customer shall have and shall continue to have, during the tenure of the M-Pesa Services being offered to the Customer, an operational mobile phone connection. The Customer shall immediately inform the Agent in writing or at the customer service numbers of VMPL provided on the Website, in the event of any change, cancellation, termination or surrender of the mobile phone connection with the ATSP, failing which VMPL shall not be liable for any unauthorized Transactions on the M-Pesa Wallet.

4. Reservations

4.1 The collection, verification, audit and maintenance of correct and updated Customer information is a continuous process and VMPL reserves the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements.

4.2 VMPL reserves the right to discontinue the M-Pesa Services and/or reject the AOF at any time at their sole discretion, if there are discrepancies in the information provided by the Customer and the particulars provided by the Customer in the KYC documents do not match the details mentioned in the AOF or is declined as per the eKYC process as defined by UIDAI. In such cases, VMPL reserves the right to take appropriate action as they may deem fit and proper without incurring any liability in any manner whatsoever.

4.3 VMPL reserves the right to suspend and/or discontinue the M-Pesa Services at any time, without giving prior intimation to the Customer, for any one of the following reasons, including but not limited to:

4.3.1 For any suspected violation of any rules, regulations, orders, directions, notifications issued by RBI from time to time or for any violation of these Terms and Conditions.

4.3.2 For any discrepancy or suspected discrepancy in the particular(s) or documentation or AOF provided by the Customer.

4.3.3 To combat potential fraud, sabotage, willful destruction, threat to national security or for any other force majeure reasons (more particularly detailed in clause 14.1 herein below) etc.

4.3.4 In order to comply with any applicable laws and regulations.

4.3.5 For any technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any other technical reasons.

4.3.6 For any transmission deficiencies caused by topographical and geographical constraints/limitations.

4.3.7 If the Alliance Telecom Service Provider's connection with which the Customer's M-Pesa Wallet is registered ceases to be operational.

4.3.8 On account of ineligibility of the Customer under any criteria as mandated by VMPL. However prior to such suspension/ discontinuance of the M-Pesa Services, the Customer, at the sole discretion of VMPL, shall be provided with the ability to transfer and/ or utilize the balances lying in the M-Pesa wallet.

4.4 In the event of occurrence of Transactions that may be construed as dubious or undesirable, VMPL reserve the right to freeze operations in such M-Pesa Wallets and /or close the M-Pesa Wallet including reporting to authorities, as may be required as per applicable regulations and as may be deemed fit and proper.

4.5 In case of network failure or for any other reason beyond the control of VMPL, there could be delay or failure to complete a Transaction. VMPL reserves the right to cancel the Transaction in case of any network failure. VMPL shall not be responsible for any kind of losses that may occur due to such delay or failure to complete Transactions.

4.6 VMPL reserve(s) the right to reject the AOF and any documents of the Customer without providing any reason. VMPL reserve(s) the right to retain such AOF and documents and photographs submitted along with it.

5. Charges

5.1 Usage and operation of the M-Pesa Wallet is subject to payment of service charges prescribed by VMPL and as set out on the Website from time to time ("**Charges**"). Charges shall be inclusive of GST.

5.2 VMPL have the right to levy Charges including but not limited to, charges on Transaction, periodic maintenance, M-Pesa Services etc. in accordance with applicable laws.

5.3 The Customer unconditionally and irrevocably authorizes VMPL, to debit his / her M-Pesa Wallet from time to time with an equivalent fee and Charges applicable for the issue and use of the m-pesa Wallet as and when required by VMPL .

6. M-Pesa Wallet

6.1 Customer shall open the M-Pesa Wallet with such minimum amount as may be specified by VMPL in the welcome kit and/or as set out on the Website from time to time.

6.2 The Customer shall maintain such minimum balance in the M-Pesa Wallet as may be specified from time to time.

6.3 for Customers having a Mobile Money Account*, in the event, value of the Transactions proposed to be carried out through M-Pesa Wallet and/or Mobile Money Account is more than the balance lying in the M-Pesa Wallet and /or Mobile Money Account as the case may be, the shortfall amount required to complete the proposed Transaction shall be transferred from M-Pesa Wallet or the Mobile Money Account of the Customer as may be applicable. The Customer unconditionally and irrevocably authorizes VMPL , to debit his M-Pesa Wallet to facilitate the transaction contemplated in this Clause 6.3.

6.4 Subject to the transfer of any balances to the Mobile Money Account in terms of Clause 6.4 above, credits received in the Mobile Money Account of a Customer will be transferred to the M-Pesa Wallet of the Customer at a pre-defined frequency subject to compliance of applicable RBI Guidelines.

6.5 Upon failure of KYC verification by VMPL, the M-Pesa Wallet shall be operative for a prescribed period in accordance with RBI Guidelines. If the KYC of a Customer is rejected the Customer may continue with M-Pesa Wallet for such period as may be permitted under the RBI Guidelines. Upon the expiry of such period as may be prescribed under the RBI Guidelines, VMPL, at its sole discretion, shall be entitled to forfeit balances lying in the M-Pesa Wallet. VMPL shall give prior notice in accordance with RBI Guidelines to the Customer in this regard.

6.6 The Customer shall cease to have access to the M-Pesa Wallet through any access channel e.g. Unstructured Supplementary Service Data ("USSD"), Interactive Voice Response ("IVR") etc. in the event the

mobile number as provided in the AOF by the Customer using which the Customer registers for M-Pesa Services is no longer an operational mobile phone connection.

6.7 M-Pesa Services shall be discontinued in the event,

6.7.1 the Customer's ATSP mobile number is not operational for any reason whatsoever. In the event a Customer does not utilize his/her ATSP mobile number for a period of 180 (one hundred and eighty) days, all balances in the M-Pesa wallet shall stand forfeited unless the Customer has given instructions to transfer it into a bank account as provided by the Customer in a Service Request Form ("SRF").

6.8 All notices to be issued to the Customers under this Clause shall be deemed to have been sent and received on the basis of delivery confirmation received from the ATSP or any other telecom operator or upon confirmation received by any such mode of communication.

6.9 The Transaction and the Transaction limits for the operation of M-Pesa Wallet of the Customers shall be set at the sole discretion of VMPL in accordance with the applicable RBI Guidelines, as amended from time to time. Such set Transactions and Transaction limits shall be communicated to the Customers in a manner deemed fit and proper by VMPL

7. Closure

7.1 Closure or freeze of M-Pesa Wallet

VMPL reserves the right to close or freeze the M-Pesa Wallet and the M-Pesa Services after due notice to the Customers for reasons which may include, but not be limited to, the following:

7.2.1 In case any of the documents furnished towards identity and address proof are found to be fake /forged / defective/ incorrect.

7.2.2 Improper conduct of the M-Pesa Wallet in terms of volume / type of transactions/any other reasons;

7.2.3 Unsatisfactory conduct of the M-Pesa Wallet; or 7.2.4 Forthwith after expiry of six months or such other period as specified under applicable laws, from the date of submission of AOF, in the event of failure of KYC verification for any reason whatsoever, unless such defects are cured within the specified timeline.

8. Indemnity

8.1 The Customer shall be liable to VMPL for losses, expenses or damages and agree to indemnify, defend and hold harmless VMPL and /or the Agent harmless from any and all claims, losses, damages, liabilities, costs and expenses, including and without limitation, legal fees and expenses arising out of or related to its use or misuse of M-Pesa Services, violation of these Terms and Conditions or any breach of any representations, warranties and covenants made by the Customer.

8.2 The Customer shall indemnify VMPL against any fraud or any loss or damage suffered by VMPL due to the failure on the part of the Customer to communicate correct permanent or communication address and/or failure on the part of the Customer to communicate any change/alteration in the said permanent or communication address.

9. Additional Terms

9.1 VMPL makes no express or implied warranty, guarantee, representation or undertaking whatsoever regarding the Services, which are not expressly mentioned herein.

9.2 VMPL shall not be responsible for any acts or omissions of any third party including distributors/retailers/Merchants etc. with regard to services which are not expressly authorized by VMPL

9.3 VMPL shall not be liable to the Customer or any other person for any incorrect information provided by the Customer to VMPL pertaining to M-Pesa Services, any delays, loss of business, profit, revenue or goodwill, anticipated savings, damages, fees costs, expense, etc. or for any indirect or consequential loss, howsoever arising, on account of unavailability/usage of M-Pesa Services or otherwise.

9.4 VMPL shall not be responsible, in any way, for the products or for any site from any Merchant Establishment from which they are purchased, or for any charges, taxes or other duties relating to the Transactions. The Merchant Establishments are solely responsible for all information in relation to the products, for the products themselves and their supply and sale to the Customer.

9.5 Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Customer with the Merchant Establishment. It is clarified that VMPL shall not be responsible or liable for any deficiency in goods and/or services purchased using M-Pesa Wallet. This exclusion of liability shall apply even for goods and/or services made available by VMPL under promotional schemes. Customer is instructed to

satisfy itself regarding the quality, quantity and fitness of any good and/or service before purchasing the same.

9.6 The Terms and Conditions herein shall be subject to the notifications/guidelines issued by RBI, from time to time.

10. Change Of Terms

10.1 VMPL shall at its sole discretion alter, modify or amend these Terms and Conditions from time to time and the same shall be updated and displayed by VMPL on its Websites.

10.2 VMPL may modify, terminate and/or suspend M-Pesa Services anytime with or without prior notice, due to any changes in internal policies, rules, regulations and laws set by relevant authorities and/or regulators.

11. Severability

11.1 If any part of these Terms and Conditions are adjudged illegal or inoperable for any reason, the same shall be severed from the remainder of this document and only that portion of this document that is specifically adjudged illegal or inoperable shall cease to govern the relationship between VMPL and the Customer.

12. Ownership And Proprietary Rights

12.1 The Customer agrees that he/she shall have no claims/rights of whatsoever nature in the intellectual property rights arising out of and in connection with the M-Pesa Wallet and Services. The Customer further undertakes that he/she shall not attempt to modify, alter, obscure, translate, disassemble, decompile or reverse engineer the software underlying mobile banking or create any derivative product based on the software.

14. Force Majeure

14.1 VMPL shall inform the Customer of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "**Force Majeure Event**" means any event due to any cause beyond the reasonable control of VMPL, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

14.2 VMPL shall not be liable for any failure to perform any of its obligations under these terms or the specific terms and conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

15. Dormant Wallet

15.1 VMPL may classify a M-Pesa Wallet as dormant if there are no Customer-induced transactions for 12(twelve) months in that M-Pesa Wallet.

15.2 Customer-induced transactions shall mean any credit or debit transactions done by a Customer in the m-pesa Wallet of the Customer through the following modes:

- (a) cash-in at VMPL agent location/digital modes.
- (b) Transaction by funds transfer.
- (c) Bill Payment.

15.3 The Customer shall be charged maintenance charges upon expiry of 6 (six) months period of inactivity unless Customer- requests VMPL to reactivate the M-Pesa Wallet. In the event that the M-Pesa Wallet balance reaches such amount which is less than the applicable wallet closure charges, due to levy of such charges, the M-Pesa Wallet shall be closed post intimation through SMS.

16. Bill Payment Request

16.1 The Customer acknowledges that all Bill Payments shall be carried out at-least 4 (four) working days before the actual due date of making payments of the amounts due under the bill. The Customer shall not hold VMPL liable for any delay in payments, on part of VMPL, due to technical reasons or otherwise.

16.2 The Customer shall provide complete details of the biller before initiating Bill Payment transaction for the respective biller. The Customer acknowledges that instruction shall be executed on a real time basis. Hence, in the event that the Customer has keyed in wrong details, he shall not be able to give any instruction to VMPL to stop the payment from the M-Pesa Wallet and the amount debited from the M-Pesa Wallet shall not be reversed back to the M-Pesa Wallet of the Customer.

16.3 The Customer is allowed to make payment as per the processes defined by the biller from time to time. In case the processes as defined by the billers is not compatible with the Services as provided by VMPL, the Customer will not be able to make payments to such billers.

17. Termination

The Customer may request for closure of M-Pesa Wallet and Services any time by giving a written notice of at least 15 (fifteen) working days to VMPL. The termination shall take effect on the completion of the fifteenth day. The user will remain responsible for any Transactions made through the m-pesa Wallet until the time of such termination.

18. Jurisdiction

The laws of India shall govern these Terms and Conditions. In case of any dispute arising out of or in connection with M-Pesa Wallet, the Customer shall approach the grievance redressal forum in accordance with the grievance redressal policy as laid out on the Website . The Customer hereby agrees that any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. VMPL may, however, in its absolute discretion, commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of these Terms and Conditions, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms and Conditions or affect such provision in any other jurisdiction.

19. Notices

(i) Notices in respect of the M-Pesa Wallet, the Services and facilities in connection with the M-Pesa Wallet may be given by VMPL either through email, SMS or posting a letter to the

Customer's address. VMPL may also give any notice by posting the notice on their Website and the same will be deemed to have been received by the Customer upon its publication on the Website.

(ii) All notices in connection with the Services or the M-Pesa Wallet by the Customer to VMPL shall be in writing and sent to the address as provided below and all notices shall be deemed to be received by VMPL only upon acknowledgment of receipt of the same in writing by VMPL.

For VMPL

Address: Vodafone House, Peninsula Corporate Park
Ganapat Rao Kadam Marg, Lower Parel
Mumbai 400 013
ATTN: Chief Executive Officer / Director

(iii) Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website, SMS on mobile phone or such other means. VMPL would be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means. Failure to advise VMPL of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

20. By availing the M-Pesa Services, the Customer accepts all the above mentioned terms and conditions and agrees to abide by the same.

* VODAFONE M-PESA LIMITED (“**VMPL**”), is acting as the Business Correspondent of ICICI Bank Limited, (hereinafter referred to as “**ICICI Bank**” / “**the Bank**”) having its registered office at Landmark, Race Course Circle, Vadodara 390007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Bandra (East) Mumbai 400051 which offers the “Mobile Money Account”.

END USER LICENSING TERMS AND CONDITIONS AND PRIVACY NOTICE FOR MOBILE CONNECT

COMMON TERMS FOR SERVICE PROVIDERS

WELCOME TO THE MOBILE CONNECT SERVICE (“MOBILE CONNECT” OR THE “SERVICE”) AND THANK YOU FOR CHOOSING TO USE THE SERVICE

THE FOLLOWING MOBILE CONNECT END-USER LICENSING TERMS AND CONDITIONS AND PRIVACY NOTICE (“TERMS AND CONDITIONS”) APPLY TO YOU WHEN YOU USE THE SERVICE. YOUR USE OF THE SERVICE MEANS THAT YOU AGREE TO THESE TERMS AND CONDITIONS. PLEASE READ THIS DOCUMENT CAREFULLY. “YOU” AND “YOUR” SHALL REFER TO THE END USER OR SUBSCRIBER OF THE OPERATOR ACCEPTING THESE TERMS AND CONDITIONS. “WE,” “OUR” OR “US” SHALL REFER TO THE OPERATOR PROVIDING THE SERVICE TO YOUR SERVICE PROVIDER.

When you use the Service, You agree that:

The Service (which includes downloading and use of the Mobile Connect Service) is provided to You by Us, or Your selected Mobile Operator. The Terms and Conditions constitute a legal and binding agreement which governs Your use of the Service.

You are responsible for keeping confidential any passwords, personal identification numbers, passcodes or other security information that You use or receive in connection with the Service. Do not reveal Your security information to anyone else. We will not be responsible for any damages, costs, expenses and/or losses arising out of the unauthorized use of Your account.

We shall not provide You with any customer support or assistance with Your use of this Service.

We may collect and use personal or other information provided by You in order to provide You with the Service.

Mobile Connect is not a certified electronic signature service and does not purport to certify Your identity except the accuracy of a particular phone number. The Service cannot be used as a replacement for official personal identification or any other authentication means.

We shall immediately suspend or terminate Your access to the Service if You violate any of these Terms and Conditions and/or the Terms of Use of m-pesa. We will have no liability or obligation to You if we suspend or terminate Your access.

We are not responsible for any third-party services that You avail or access while using Mobile Connect. You access those services at Your own risk. You must contact the third-party service provider directly if you encounter any issues.

Third-party services may have their own terms and conditions, and third-parties may charge You for their services. It is Your responsibility to review and understand any third-party terms and conditions. We disown any liability arising out of or in connection with Your dealings or usage with the or of the third party service provider.

Usage Rules

You agree to use the Service in compliance with these usage rules and all applicable laws for the time being in force. We reserve the right to modify the usage rules at any time without your prior knowledge or consent.

You are authorized to use the Service, solely and exclusively for the purpose of using the Service in accordance with the Terms and Conditions. This authorization is exclusive to You and is not transferrable or assignable by You.

You agree that You shall not attempt or assist another person to, violate, circumvent, reverse-engineer, decompile, disassemble or otherwise tamper with the Service.

You agree that you shall not infringe any copyright or any other Intellectual Property relating to or in connection with the Service and shall indemnify us and hold us harmless against any such infringement. "Intellectual Property Rights" means all worldwide (a) patents, patent applications, patent rights and discoveries or inventions (whether or not patentable); (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth herein and any other proprietary rights relating to intangible properties, including but not limited to logos, marks and other brand materials; and (e) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

If any open source software is included in the Service, You agree to abide by the relevant open source license terms.

You shall indemnify and hold Us and our predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives, and attorneys harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Your unauthorized use of the Services or for any breach of obligations set forth herein.

(iv) Proprietary Rights.

You agree that the Service, including but not limited to trademarks, user interface, scripts and software used to implement the Service, contains proprietary information owned by Us or our third-party service providers, and is protected by applicable Intellectual Property and other laws. All Intellectual Property rights in the Service belong to Us or certain third-parties and You shall not do anything to jeopardize, limit or interfere with such Intellectual Property rights.

You acknowledges and agree that the Services are protected by copyright, trade mark and other intellectual property laws. We retain all right, title and interest in and to the Services and all methodologies, know-how, processes, technologies, tools, devices, documentation, ideas or data and all derivatives thereof (including any and all Intellectual Property Rights and other proprietary rights embodied therein or associated therewith). These End User Licensing Terms and Conditions in no way conveys any right or interest in the Services other than a limited license to use it in accordance herewith.

3. Use of your Personal Information and Your Privacy

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