

## **MOMO ACCOUNT AGREEMENT**

### **1. INTRODUCTION**

- 1.1** This agreement is between you and MTNA Mobile Money Ltd (**we, us**), and covers our supply of a MOMO account (**MOMO Account**) to you and your use of the MOMO Account.
- 1.2** Your MOMO Account is a prepaid account which you can use through the digital channels we provide.
- 1.3** We may add new or change the existing functionality or features of your MOMO Account or any other related product or service as we may decide from time to time.
- (a) If we need to change this agreement as a result, section 13 will apply.
  - (b) We may ask you to accept additional terms under this agreement or another agreement if you use other products or services from us not covered by this agreement.
- 1.4** Please print or save a copy of this agreement for your records.
- 1.5** **You can ask us to send you a copy of the latest version of this agreement or you can get a copy from our website <https://www.mtn.com.af/momo/> terms and conditions.**
- 1.6** In addition to the term MOMO Account, we use the terms MOMO Agent and MOMO Merchant in this document. The meaning of these terms is explained in section 4.

### **2. HOW CAN YOU ADD MONEY TO YOUR MOMO ACCOUNT?**

- 2.1** Money can be added to your MOMO Account in certain cases, including:
- (a) If you cash-in (pay cash) to a MOMO Agent and in return the agent sends money from their MOMO Account to your MOMO Account;
  - (b) If someone else with a MOMO Account sends money from their MOMO Account to your MOMO Account;
  - (c) If you or someone else sends money from a bank account to your MOMO Account; or
  - (d) If someone sends money to your MOMO Account using an international money transfer service.
- 2.2** When a MOMO Agent or other person asks us to send you funds from their MOMO Account, we will add the money to your MOMO Account within reasonable time after they ask us to.
- 2.3** When you or another person makes a transfer from their bank account to your MOMO Account, we will add the money to your MOMO Account within agreed SLA with bank.

### **3. HOW CAN YOU MAKE TRANSFERS AND CASH-OUT?**

- 3.1** You can use your MOMO Account to, among other things:
- (a) send funds to MOMO Accounts;
  - (b) buy prepaid airtime from us, which you can use to pay for calls from your mobile phone terms and conditions for airtime and data apply also apply to your purchase and use of the airtime;

- (c) Pay MOMO Merchants for goods, services, content or other products they sell to you;
- (d) store money (including any funds you receive); or
- (e) get cash from a MOMO Agent (a cash-out: please see below)

**3.2** We will take funds from your MOMO Account as soon as we're asked to make the transfer. If you are sending funds to another MOMO Account, it will arrive within reasonable time.

**3.3** You can only send funds from your MOMO Account if you have enough money in your MOMO Account to cover both the transfer amount and any charges (or other amounts) you need to pay us. Please see section 11 for details on our fees.

**3.4** You can cash-out from your MOMO Account at a MOMO Agent. When you do a cash-out, you will need to move funds from your MOMO Account to the MOMO Agent's MOMO Account. The MOMO Agent will then give you cash in return. Your MOMO pin will have to be entered on your mobile device to approve the cash-out.

**3.5** You'll need to pay the MOMO Agent a fee for doing a cash-out. We'll automatically deduct this fee from your MOMO Account when you make the cash-out. Please see section 11 for details on MOMO Agents' fees.

## **4. WHO ARE MOMO AGENTS AND MOMO MERCHANTS?**

### **4.1 MOMO Agents**

- (a) These are people located in all over the country, who we (or someone on our behalf) allow to act as MOMO Agents by providing the cash-in and cash-out services referred to in sections 2 and 3 above.
- (b) You can check whether someone is a registered MOMO Agent by checking agent MoMo ID on MoMo T-shape stand.
- (c) MOMO Agents provide their services independently of us and not for us. They are not part of our company and are not employed by us.
- (d) We do not take any responsibility for anything done or not done by a MOMO Agent. Therefore, if you have any problems with a MOMO Agent, we'll not refund you and you will need to contact the MOMO Agent directly to deal with the problem. If the you are not satisfied with the outcome you are advised to engage relevant authorities for resolution.

### **4.2 MOMO Merchants**

- (a) These are shops or other sellers of goods, services, content or other products in all over the country and who we (or someone on our behalf or acting with our permission) allow to accept payments from MOMO Accounts.
- (b) You can see whether someone is a MOMO Merchant by checking that they are showing the MOMO brand. A MOMO Merchant must display the MOMO brand when you pay them using your MOMO Account. You should not use your MOMO Account to pay a business that does not display the MOMO brand before you make the payment.
- (c) MOMO Merchants sell their goods, services, content and other products independently of us.

- (d) We're not responsible for any problems you have with a MOMO Merchant or with any goods, services, content or other products you've bought from them using your MOMO Account, or if they fail to deliver a product to you (or to deliver it on time).
- (e) Therefore, if you have any such problem we will not refund you and you will need to contact the MOMO Merchant directly to deal with the problem. If the you are not satisfied with the outcome you are advised to engage relevant authorities for resolution.

## **5. CAN YOU CANCEL OR REVERSE A TRANSFER?**

**5.1** You can't cancel a transfer made from your MOMO Account.

**5.2** You can ask for a transfer to another MOMO Account to be reversed by contacting MTN Customer Support on 779. Where we can, we will freeze the money in the other MOMO Account while we look into your request. Based on our findings, we may decide to reverse your payment but we are not required to do so. This does not however affect your rights to a refund in sections 8 and 9.

**5.3** You can't ask us to return a transfer to your MOMO Account after you have approved it.

- (a) You instead need to contact the person the funds were sent to if you can, to see whether they'll return the money.
- (b) This does not however affect your rights to a refund in sections 8 and 9.

**5.4** You can ask for a transfer to another MOMO Account to be reversed using MOMO USSD string. If the recipient accepts your request, the transfer will be reversed. We are not able to reverse a transfer for you unless the recipient has accepted your request.

## **6. WHEN CAN WE STOP YOU MAKING A TRANSFER?**

**6.1 Limits.** We may apply limits to the amounts you're able to hold in your MOMO Account or spend or send using your MOMO Account, or limits on how often you can use your MOMO Account, and we'll tell you if we do so. For example, we may apply limits if the law requires us to do so, you ask us to or if we reasonably think it would help manage the risk of fraud in a proportionate way.

**6.2 Stopping a transfer.** Once you've instructed us to make a transfer from your MOMO Account we'll send it unless we reasonably think:

- (a) the transfer and our related charges would put you over any limit applicable by law, or any limit we introduce;
- (b) you don't have enough money in your MOMO Account to cover both the transfer amount and any charges (or other amounts) you owe us;
- (c) the transfer would break this agreement;
- (d) someone else is trying to make the transfer without your permission; or
- (e) you or the person you're transferring funds to may be acting illegally or it would be against the law for us to allow the transfer.

**6.3** If the law allows us to, we'll tell you if we've stopped a transfer and, if possible, give our reasons for doing so and anything you can do to correct any errors leading to the stoppage.

## **7. WHAT MUST YOU DO TO KEEP YOUR MOMO ACCOUNT SAFE?**

**7.1** We will require you to use security details (e.g. MOMO Account number and PIN) when you use your MOMO Account, including to make transfers from your MOMO Account or get information on your MOMO Account.

- (a) If we ask you to create your own security details, do not use details that are easy for others to guess.
- (b) You must not share your security details with anyone, including with MOMO Agents. You must never enter your security details on a website other than the official MOMO website <https://www.mtn.com.af/momo/>. You must take all reasonable steps to keep them secret, to help stop someone else from using your MOMO Account without your permission.

**7.2** You must also do what we ask at <https://www.mtn.com.af/how-to/> , where you'll find further information about:

- (a) how to keep your security details and your MOMO Account safe; and
- (b) Whom you can and cannot give your security details to, and which security details you're allowed to share.

**7.3** If you think someone knows your security details who shouldn't know them, you must change the security details (or contact us to change them) as soon as you reasonably can.

**7.4** You must tell us as soon as you reasonably can if you think someone may be using your MOMO Account, or any [e-mail address, mobile phone or] SIM card you use to access your MOMO Account, without your permission or if you've lost that [mobile phone or] SIM card or had it stolen.

**7.5** It is very important that you take the steps above, to keep your MOMO Account safe. This is because unless and until you tell us you think your security details, MOMO Account, mobile phone or SIM card is lost, stolen or being misused:

- (a) we'll assume that all instructions and other communications relating to your MOMO Account that we receive are from you or permitted by you; and
- (b) we won't ask for any additional confirmation that those instructions or communications are in fact from you or permitted by you.

**7.6** We will not be responsible for any loss or costs you may have as a result of you not doing what we have asked you to do in this section 7.

## **8. WHAT HAPPENS IF THERE IS A TRANSFER FROM YOUR MOMO ACCOUNT WITHOUT YOUR PERMISSION?**

**8.1** You're responsible for all transfers to or from your MOMO Account by you or by someone with your permission.

**8.2** If someone makes any transfers to or from your MOMO Account without your permission, you must tell us as soon as you can.

- (a) We'll then take reasonable steps to prevent that person doing so again, and we'll do this as soon as we reasonably can.

**8.3** You're responsible for all transfers made from your MOMO Account without your permission, unless we have to refund them to you according to the rest of this section 8.

**8.4** We'll refund a transfer from your MOMO Account made by another person without your permission, but only if:

- (a) the law requires us to do so;
- (b) we've not taken reasonable steps to prevent it, if and as required under section 8.2(a);
- (c) the other person was working for us; or
- (d) the other person was able to make the transfer by getting past the security on our systems (this does not include if, for example, someone got past the security on your phone or you failed to keep your security details safe).

**8.5** We won't however give you such a refund:

- (a) unless you ask us for it within seven days of the payment taking place;
- (b) if you're fraudulently asking for the refund; or
- (c) if we reasonably think the law prevents us from giving you the refund.

**8.6** We will not be compelled to refund or compensate you if Mobile Money is sent to a recipient mistakenly or in error or fraudulently or under duress and subsequently redeemed for Cash or otherwise spent by recipient of the mistaken, erroneous or fraudulent Transaction and you hereby agree to hold MTN harmless for any losses arising from a mistaken, erroneous or fraudulent transfer of funds or any transfer of funds from your account effected under duress or under coercion or criminal force.

**8.7** Otherwise, the only compensation we'll give you for any transfer made without permission is a refund, and only then where we owe you the refund on the above basis.

**8.8** We'll in any case provide you with compensation if the law requires us to do so.

## **9. WHAT HAPPENS IF THERE IS A MISTAKE OR DELAY IN A TRANSFER?**

**9.1** When you make a transfer, you (including someone acting with your permission) must give us clear and correct instructions as to who to transfer the funds to and how much.

**9.2** If you've done so, but we mistakenly pay the wrong person or pay the wrong amount, we'll refund you as follows.

- (a) If we pay the wrong person, we'll refund the full payment amount to your MOMO Account within reasonable time following an investigation.
- (b) If we pay too much to the right person, we'll refund you the amount we've overpaid within reasonable time following an investigation.

- 9.3** We'll only refund you if you ask us for the refund within [three months<sup>1</sup>] of the transfer taking place and you're not acting fraudulently.
- 9.4** The only compensation we'll give you for any transfer made without your permission is a refund, and then only where we owe you the refund on the above basis.
- 9.5** Please contact us if there is a delay in a transfer to or from your MOMO Account. We may be able to end the delay, but we'll not however compensate you for any delay.
- 9.6** In addition to your rights above, we'll refund a transfer or provide you with other compensation if the law requires us to.

## **10. HOW CAN WE COMMUNICATE WITH EACH OTHER?**

- 10.1** You can communicate with us in *English, Pashto or Dari*.
- 10.2** We'll make electronic ways available for you to communicate with us, for example to:
- (a) instruct us to send payments from your MOMO Account; or
  - (b) receive or view MOMO Account information, including information about your current and previous payments.

For details of how to contact us for different reasons, please see <https://www.mtn.com.af/momo/>.

- 10.3** We'll communicate with you in *English, Pashto or Dari* within reasonable time period, customer services is available 24/7.
- 10.4** We'll communicate with you using the contact details you give us. You must tell us if they change. We advise you to tell us as soon as you can, because any communications we send to your old contact details will be effective unless and until you've told us about a change and we've had reasonable time to update our system to reflect the change.
- 10.5** Subject to section 19, we may monitor and record communications between you and us (including by recording phone calls without there being a warning tone or message that we're doing so). We may do this for our reasonable business purposes, including for example for quality control, training, ensuring our systems are working properly, detection or prevention of improper or unlawful use of your MOMO Account or our other services, complying with laws, and to help respond to or deal with any disputes.

## **11. WHAT CHARGES OR OTHER AMOUNTS WILL YOU HAVE TO PAY?**

- 11.1** Please see <https://www.mtn.com.af/momo/> for our charges and MOMO Agent's charges relating to your MOMO Account, and when you have to pay them.
- 11.2** Our charges exclude any value added tax or any similar applicable tax (like goods and services tax or sales tax). However, if the law makes us add these taxes or other kinds of taxes or amounts to our charges, you'll have to pay them in addition to our charges.
- 11.3** We may take MOMO Agents' charges and our charges, and any other amounts you owe us under this agreement (or any other agreement you have with us), from your MOMO Account once they are due.
- 11.4** If there is not enough money in your MOMO Account to pay what you owe us, and you fail to pay us on time in another way, we may take action to recover the overdue amounts. You must pay us for all

our reasonable expenses in taking such action, which can for example include any legal fees, collection fees and tracing fees we end up paying.

## **12. WHAT CHECKS OR INFORMATION MAY WE NEED?**

**12.1** We'll ask you for information when you apply to open your MOMO Account, and may also ask you for information at other times, where it is reasonable for us to do so. If so, you must provide us with full, true, complete and accurate information which is not misleading. You must tell us as soon as you reasonably can if any information you have previously given us becomes untrue, incomplete, inaccurate or misleading or needs to be updated in some other way.

**12.2** We (or another person acting on our instructions, such as a MOMO Agent) may also do the following if we reasonably think there is a need to do so, including for example to help us meet our legal obligations or stop fraud on your MOMO Account.

- (a) We may carry out checks in relation to you and any authorised users (see section 19.1), such as checking your identity.
- (b) We may require you to provide us with information we reasonably think we need in order to complete those checks.
- (c) We may fully or partly stop use of your MOMO Account (including for example any payments to or from your MOMO Account), and delay any refunds, until we've completed our checks to our reasonable satisfaction.
- (d) Upon registering as a customer, you will be required to provide the following information on the registration form to be signed by you:
  - 1. ICCID
  - 2. SIM Card number
  - 3. ID type and ID number
  - 4. NIC province
  - 5. First, Middle and Last names
  - 6. Father and Grandfather's names
  - 7. Your birth date and place of birth
  - 8. Nationality
  - 9. Gender
  - 10. Citizenship
  - 11. Language
  - 12. Title, and marital status
  - 13. Work status
  - 14. Your physical address, duration of stay in current address

15. Alternative phone number and relative's phone number

16. Subscriber's permanent address

- (e) Upon completion of your registration you acknowledge that you by creating and entering your MOMO pin you will further be asserting your acceptance of these Terms and Conditions.

### **13. HOW CAN WE CHANGE THIS AGREEMENT?**

**13.1** We can make a change to this agreement (including our charges) at any time and for any reason, including for example:

- (a) because of a change in legal (including regulatory) requirements;
- (b) if the change benefits you;
- (c) to reflect a change in our costs of running your MOMO Account or providing you with related services;
- (d) in response to possible risks to the security of your MOMO Account; or
- (e) to reflect developments in digital payments.

**13.2** If we change this agreement, we'll tell you about the change.

- (a) We'll do this by making a reasonable effort to tell you personally about the change (or draw your attention to where you can find out details of the change), including by sending you a message *e.g. SMS, email or in-app messages*.
- (b) We will also publish the change at <https://www.mtn.com.af/momo/>, in case, you do not receive a personal message.

**13.3** A change will be effective so long as we have either sent you a personal message or published the change. We therefore suggest that you regularly keep an eye out for published changes.

**13.4** We'll not make a change until at least 7 days after telling you that we plan to do so, except that we can tell you we're making the change more quickly:

- (a) to reflect changes in laws;
- (b) for security reasons;
- (c) to update our charges; or
- (d) if we otherwise think it reasonable to make the change sooner.

**13.5** If you are not happy with a change, you can ask us to end this agreement and close your MOMO Account under section 15.2(a). Otherwise, your continued use of your MOMO Account will be your acceptance of the change.

## **14. WHEN CAN WE SUSPEND YOUR MOMO ACCOUNT?**

**14.1** We may immediately suspend use of your MOMO Account if we reasonably believe that someone else may be trying to use it without your permission.

**14.2** We may also immediately suspend use of your MOMO Account for any of the reasons allowing us to end this agreement listed in section 15.2(c). We can do this before or instead of ending this agreement.

**14.3** We'll tell you before the suspension (along with our reasons for the suspension); otherwise we'll tell you immediately after. However, we won't tell you if doing so would break the law or compromise our reasonable security measures.

**14.4** If there is any unspent money in your MOMO Account when we suspend it:

- (a) you can ask us to refund it to you by contacting our customer care centre at 779 reasonable time following an investigation; but
- (b) we may limit the ways in which you can get the refund, and we'll only give you a refund if the law allows us to.

**14.5** We'll stop any suspension as soon as we can after the reason for the suspension has ended.

## **15. WHEN CAN YOU OR WE END THIS AGREEMENT, AND WHAT HAPPENS IF IT ENDS?**

**15.1** This agreement will continue until you or we end it.

### **15.2 Ending this agreement**

- (a) You can ask us to end this agreement for any reason, at any time.
- (b) We can also end this agreement at any time and for any reason.
- (c) We'll tell you at least 30 days before we end this agreement, except that we can tell you we're ending it more quickly (or immediately) if:
  - (i) We reasonably believe that you (or someone else) are using your MOMO Account fraudulently, illegally, money laundering or in a way that breaks this agreement, or are allowing someone else to do so; or
  - (ii) We reasonably believe that we have to do so by law.
  - (iii) we establish that the account is being registered or being used for/by another person other than the person that registered the account.

### **15.3 After this agreement ends:**

- (a) the terms of this agreement will no longer apply to you or us, except that:
  - (i) we'll still deal with any transfers you asked us to make from your MOMO Account before the agreement ended, in accordance with this agreement; and
  - (ii) any other terms that can by their nature be expected to continue to apply will continue to apply;
- (b) we'll close your MOMO Account;

- (c) once your MOMO Account is closed you can no longer make transfers from (or receive transfers to) your MOMO Account; and
- (d) if there is any unspent money in your MOMO Account when we close it:
  - (i) you can ask us to refund it to you by contacting our customer care centre at 779 within reasonable time following an investigation; but
  - (ii) we may limit the ways in which you can get the refund, and we'll only give you a refund if the law allows us to.

## **16. HOW YOUR MONEY WILL BE HELD ON TRUST<sup>2</sup>**

**16.1** When in this agreement we refer to you having money in your MOMO Account, we in fact mean that MTNA-MoMo Ltd (the **Trustee**) holds an equivalent amount on trust for you in a bank account held by the Trustee (the **Trust MOMO Account**).

**16.2** The Trustee declares that it holds all money paid to (and not yet paid or deducted from) your MOMO Account (the **Trust Amounts**) on trust for you and for your benefit and that you will be beneficially entitled to all those Trust Amounts.

- (a) You agree that the Trustee may treat our records as conclusive evidence of the money on your MOMO Account and so of the Trust Amounts, and that the Trustee does not need to make any independent investigation of your beneficial entitlement to the Trust Amounts.
- (b) You further acknowledge that, in relation to any payment to you in respect of your entitlement to Trust Amounts, we may act on instructions given by you using your security details or instructions that appear to be given by you using your security details even if they are actually given by someone else.

**16.3** Your beneficial entitlement to the Trust Amounts is your entire right to the money represented on your MOMO Account. You do not have a separate or additional right or claim against us for that money, and we are not responsible if the Trustee or the bank providing the Trust MOMO Account fails to ensure you have the benefit of the Trust Amounts.

**16.4** You acknowledge that the Trustee doesn't have to invest the Trust Amounts other than by way of holding them in the Trust MOMO Account. You further acknowledge that creation of e-money is not considered a deposit therefore according to EMI regulation is not entitled to individually earn interest in your account, therefore you acknowledge that if any interest is paid on the Trust Amounts, unless the law requires or permits otherwise, you have no right to the interest and the Trustee can instead (as it chooses):

- (a) keep the interest to cover its own costs and expenses;
- (b) pay us the interest, as a payment towards our costs and expenses of operating the MOMO Accounts; or
- (c) pay the interest to any charitable cause.

**17. WHAT ARE WE RESPONSIBLE (OR NOT RESPONSIBLE) FOR?**

**17.1** In this agreement, we often refer to what is or is not our responsibility. Where we say we are responsible for something, it means that we are "liable" (which broadly means legally responsible) if we fail to meet our responsibility.

**17.2** Nothing in this agreement or otherwise (apart from section 17.4) makes us liable for:

- (a) any loss or costs which you may have as a result of us breaking this agreement due to circumstances outside of our reasonable control or due to us meeting our legal obligations;
- (b) any loss of profit, loss of opportunity, loss of revenue, or indirect, consequential or special damages arising from any act or omission by us or by any other person we're responsible for and whether our liability arises in contract, statute or tort (including negligence) and whether or not the loss or damages were contemplated by us or you; or
- (c) any goods, services, content or other products provided by someone else in connection with or using MOMO.

**17.3** Although we will try to ensure that you are able to make full use of your MOMO Account within all over Afghanistan, we do not guarantee that it will be available at all times or within regions considered high risk. We're not responsible for any losses or costs you may have as a result of your MOMO Account being unavailable.

**17.4** Nothing in this agreement excludes or limits our liability for fraudulent misrepresentation, death or personal injury or any other liability that cannot be excluded or limited by law.

**17.5** In the event that we're compelled to change or reassign your telecommunications numbering, your MOMO Account number or any other identifier to meet legal (including regulatory) requirements or for any other reason our responsibility will be limited to retaining your MOMO Account and where possible, transferring your MOMO Account to a new mobile number (MSISDN), failing which you can get a refund of any unspent funds in your MOMO Account in [the way described in section 15.3(d)]

**18. OTHER TERMS**

**18.1** You may not transfer any of your rights or obligations under this agreement, unless we have given you permission in writing to do so.

**18.2** This agreement is concluded and to be interpreted in the *English* language. If this agreement is translated into another language, it is for reference purposes only.

**18.3** This agreement (together with any other terms or policies referred to in it) makes up the entire agreement and understanding between you and us in relation to your MOMO Account. Neither you

nor we are liable for any statement or representation outside of this agreement unless it was made fraudulently.

- 18.4** If any part of this agreement is disallowed or found not to be effective by a court or regulator, the rest of it will still apply.
- 18.5** We may choose not to enforce our rights against you and make this contractually binding against us by giving you a notice which expressly states that we've chosen to do so. In all other cases, if we choose not to exercise rights against you, we can still do so later.
- 18.6** Applicable laws of Afghanistan will decide any legal questions about this agreement and about our dealings with you with a view to entering into this agreement. The courts of Afghanistan will also only be able to deal with any legal questions connected with this agreement.
- 18.7** You must comply with any instructions that we may reasonably give you from time to time about the use of your MOMO Account.
- 18.8** 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 Commercial. Such arbitration shall be conducted in Kabul Afghanistan in accordance with the Rules of Arbitration Act, its successor legislation. To the extent permissible by law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.
- 18.9** If we have provided you with access to any software or other technology for use in connection your MOMO Account, we retain all rights in that technology, and your right to use it is as set out in the licence terms that were made available to you when the technology was provided (for example via an app store).

## **19. HOW DO WE USE YOUR PERSONAL INFORMATION?**

- 19.1** MTN recognizes the importance of protecting the privacy of all information provided by users of Mobile Money Services. This statement is meant to affirm our utmost respect for your rights to privacy.
- 19.2** MTN collects personally identifiable information that we use to profile MOMO Service Users and administer individual MOMO accounts, update MOMO databases, and provide User support.
- 19.3** Save as provided hereunder, MTN does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.
- 19.4** You acknowledge that by using the MOMO Services, some of your personal information will be passed on to any person whom you receive MOMO from, or send MOMO to and will be available to any third party involved in the operation of the service including without limitation, MOMO Cash Merchants, ATM Switch providers and Ericsson AB (as vendors of the MOMO money transfer technology platform). You hereby authorize MTN to share with, provide or disclose to third parties with which you have separately contracted or with which you intend to contract (and have informed MTN of this intention in writing or electronically through the MOMO System or any other platform), your personal information including any Transaction data, information pertaining to you or your MOMO Account, or your usage of MTN Products and Services provided that the authority given to

MTN to disclose information to such third parties (not being a law enforcement, investigative or regulatory authority) pursuant to this clause may be withdrawn at any time.

- 19.5** You acknowledge that MTN may verify your identity information through publicly available and/or restricted government databases in order to comply with regulatory requirements.
- 19.6** You accept that MTN shall have the right to monitor your account usage and may disclose personal 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;
- 19.7** MTN employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties. MTN employees are also responsible for the internal security of the information. Employees who violate MTN's privacy policies are subject to a range of disciplinary actions.
- 19.8** Any person submitting any information to MTN through the MOMO System may be granted access rights to that information. MTN has developed systems that enable access and correction of information submitted to it.

## **20. AUTHORISED USERS**

- 20.1** We'll only provide information to, accept instructions from or otherwise communicate with you or an "**authorised user**" (being any person authorised or nominated by you to give us instructions or access information from us on your behalf).
- (a) You must supply us with all of the details we require relating to anyone you wish to become an authorised user before they can act on your behalf.
  - (b) You and each authorised user will have separate security details (see section 7).
  - (c) The acts and omissions of an authorised user are treated as your acts and omissions for the purposes of this agreement.
- 20.2** You warrant that all authorised users have the full power, capacity and authority to deal with us in the same way you have the power, capacity and authority to deal with us unless we're notified in writing to the contrary. You must notify us in writing immediately if:
- (a) any information provided with respect to an authorised user is incomplete, inaccurate or needs to be updated; or
  - (b) any persons are to be added to or removed from your authorised users list.
- 20.3** You're responsible for the integrity of any and all acts and omissions of all authorised users. We're not responsible for any loss or harm which you or any other person may suffer or incur as a result of any act or omission of any authorised user. In the event that any authorised user should at any time provide us with instructions which are against your interests or outside the scope of his or her actual

authority, we cannot be responsible unless those instructions also clearly fall outside the scope of the authority of the authorised user (which you have previously informed us of in writing).

**20.4** We may (where permitted by law) require written confirmation from an authorised user of any instruction at any time.

**20.5** We may at any time suspend or terminate an authorised user from accessing or using a MOMO Account where we think that it is reasonable or appropriate.

**21. ADDITIONAL TERMS APPLY FOR BUSINESS CUSTOMERS**

**21.1** If you're not a consumer, this section 21 also applies to you. If and to the extent of any conflict or inconsistency between this section 21 and the other sections of this agreement, this section 21 will prevail.

**Representations and warranties**

**21.2** You represent, warrant and (where relevant) undertake, both now and throughout this agreement, that:

- (a) the details you provided when applying for your MOMO Account are in every respect true and accurate;
- (b) in giving us instructions, exercising your rights and performing your obligations under this agreement:
  - (i) you have power and authority to do so;
  - (ii) you will not breach any law in applicable laws of Afghanistan in respect with the services or any other relevant jurisdiction;
- (c) all of the authorised users are able to give us instructions on your behalf;
- (d) you're the legal and beneficial owner of any money you pay us and that such money is not, and will not become, subject to any charge or other security or encumbrance;
- (e) if any money is sent from a third party, you have, or you will prior to the date the money is due to be paid to us, explain to us the nature of the relationship between you and the third party and that you will provide us with all of the due diligence information and documentation we require and use reasonable endeavours to procure that the third party will enter into a contract with us (if we require); and
- (f) you contract as principal and not as agent.

## **Other**

- 21.3** You will indemnify and keep us indemnified on written demand for any losses we suffer as a result of you breaking any warranties in this agreement or any obligations in this agreement relating to the giving or updating of information.
- 21.4** You have no right of set off between amounts you owe us under this agreement and amounts we owe you.
- 21.5** This agreement does not intend to confer any benefit on any third party and no third party shall have the right to enforce this agreement.
- 21.6** If you're comprised of two or more legal persons then a reference to a right or obligation of yours under this agreement confers that right or imposes that obligation, as the case may be, jointly and severally on those persons.
- 21.7** **The subscriber shall use MTN MoMo services solely for legal purpose and shall strictly comply with all rules, regulation and relevant applicable laws of Afghanistan such as Anti-Money laundering and Financial terrorism, failure of the customer to comply with this clause will be considered material breach of this contract that entitle MTNA, including but limited, interrupt the service, take any other appropriate disciplinary action and refer such breach to the Government competitive authority for due investigation.**