

## **MTN MOBILE MONEY Consumer Terms & Conditions**

### **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, MTN and MTN MOBILE MONEY (as the Trustee), wherein MTN as trustee holds monies received from you on trust to your order. 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 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 by the Trustee 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 Head Office.

“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.

“Credit 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 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 69-71 Jinja 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 Authorised Retailer) who is designated by you by SMS, to be the recipient of Mobile Money from your Account.

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

“Goods and Services” means such goods and services as may be purchased from Authorised 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 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 United Republic of Uganda.

“MTN MOBILE MONEY Website” refers to the MOBILE MONEY section on website address [www.mtn.co.ug](http://www.mtn.co.ug).

“MSIN” 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 by the Trustee on trust for you as specified herein.

“PIN” means your personal identification number being the secret code you choose to access and operate your 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;

“Secret Word” means the secret password allocated to you upon activation of your MOBILE MONEY Account by keying in the Start Key.

“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.

“Start Key” means the one-time PIN sent to you on registration for the purpose of activating your Account.

“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.

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

“Trustee” means MTN Uganda Limited which holds the aggregate of all Payments and sums equivalent to all transfers of Mobile Money into your MOBILE MONEY Account from other Customers in trust for you in the Trustee Account.

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

“User Manual” means a document describing the MOBILE MONEY System and its use.  
“we”or “us”or “our” means MTN and (where applicable) MTN as the Trustee.  
“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 You will be liable to pay your Mobile Phone Network Service provider for all network costs incurred using the MOBILE MONEY Service. 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.
- 3.3 You may register for MOBILE MONEY Services with any MOBILE MONEY Agent in the Republic of Uganda.
- 3.4 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:-
  - 3.4.1 The identification number associated with the form of acceptable identification provided
  - 3.4.2 Your full name
  - 3.4.3 Your physical address
  - 3.4.4 Your date of birth
  - 3.4.5 Your Nationality
  - 3.4.6 Your mobile number
- 3.5 All information provided must be complete and accurate in all respects.
- 3.6 We may decline your application at our sole discretion.
- 3.7 We may refuse to open an Account for you if we are not satisfied with proof of your identity.
- 3.10 Upon registration with MOBILE MONEY and input of Start Key, you will be allocated a Secret Word 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. Upon activation of your Account by the input of the Start Key you will upon choosing a secret PIN, be entitled to use the MOBILE MONEY Services with immediate effect.

### **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:-
  - 4.2.1 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;
  - 4.2.2 to facilitate our ability to carry out any activity in connection with a legal, governmental or regulatory requirement;
  - 4.2.3. 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 Hotline numbers (which will be provided to you upon registration) 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 the MOBILE MONEY System by use of your Start Key.

**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 MSIN/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 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 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 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**

- 7.1 Tariffs as published are payable to MOBILE MONEY for each Transaction effected from your Account. The Tariff Guide is available from MTN's Head Office or by accessing the MTN Uganda Website.
- 7.2 Tariffs payable on each Transaction will be deducted from your MOBILE MONEY Account by MOBILE MONEY on conclusion of each Transaction and your new balance on conclusion of the Transaction shall be notified to you by SMS.
- 7.3 Tariffs include Value Added Tax but are subject to other applicable levies and taxes at the then prevailing rates.
- 7.4 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 Debit Transactions from your Account will be effected by Transfer Instructions authorized with the 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.
- 8.2 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 by the Trustee to your order.
- 8.3 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.
- 8.4 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.
- 8.5 On being provided with an Account, you will be able to affect the following transactions:-
  - 8.5.1 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.
  - 8.5.2 Effect a Debit Transaction by:-
    - 8.5.2.1 The exchange of Mobile Money for cash at any Agent by sending a Transfer Instruction to MOBILE MONEY pursuant to which the Agent will pay the equivalent amount of cash to you.

- 8.5.2.2 The transfer of Mobile Money to another Customer by sending Transfer Instructions to MOBILE MONEY for the account of such Customer, specifying the amount to be transferred.
- 8.5.2.3 The purchase of MTN Pre-paid Airtime by sending a recharge instruction to MTN and giving a Transfer Instruction for the corresponding amount of Mobile Money to MTN as the Designated Payee.
- 8.5.2.4 The purchase of Goods and/or Services from Authorised Retailers by Transfer Instructions via MOBILE MONEY of the amount to be transferred to the Authorised Retailer's Account in settlement for the Goods and/or Services purchased.
- 8.5.2.5 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.
- 8.5.3 Any Transaction which is not concluded within 7 days of the Transfer Instructions first being given for that transaction will automatically be cancelled and an SMS notification sent via MOBILE MONEY of the cancellation shall be given to the Customer giving the Transaction Instructions.
- 8.5.4 The MOBILE MONEY System will confirm every Transaction made by way of SMS together with an updated balance of your Account.
- 8.5.5 Any Debit Transactions given using the PIN will be charged to the Account. You acknowledge that, unless and until MTN receives notice from you that your PIN Secret Word, is no longer secure and/or that your Mobile Equipment has been lost or stolen, MTN may rely on the use of the 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.
- 8.5.6 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 Authorised Retailer. You are responsible for resolving any disputes arising with any other Customer or an Authorized Retailer without recourse to MOBILE MONEY.
- 8.5.7 Your Account may only be operated by the use of Agents/Retailers in the Republic of Uganda
- 8.5.8 Each Transaction will be issued with a unique receipt number that is included in the confirmation SMS sent to you with an updated balance of your Account. This receipt number is used to track & identify all Transactions carried out on your Account.
- 8.5.9 A Transaction once completed is final and irrevocable. As such, MTN shall not be under any compulsion to reverse any Transaction.
- 8.5.10 Notwithstanding the above, MTN reserves the right, at its sole discretion, to cancel or reverse a Transaction if reasonable grounds such as manifest error or fraud are shown and PROVIDED that the recipient has not redeemed the Mobile

Money and the reversal claim is made within seven (7) days of the erroneous Transaction date.

- 8.5.11 MTN will not be compelled to refund or compensate the sender if the 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 the 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.

## **9. SECURITY AND UNAUTHORISED USE**

- 9.1 Only one PIN Number can be linked to your Account at any time.
- 9.2 Only you may use your Mobile Phone and PIN Number.
- 9.3 You are responsible for the safekeeping and proper use of your Mobile Equipment, for keeping your PIN, your Start Key and Secret Word and for all Transactions that take place on your account using your PIN.
- 9.4 Your Secret Word will be used to confirm your identity when you call the Call Centre, but must not disclose your PIN to any person including the staff at the Customer Care Centre.

## **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. TRUSTEE RESPONSIBILITY**

12.1 The Trustee hereby declares that it holds all Payments received in respect of the Purchase of MOBILE MONEY or transfers of MOBILE MONEY into your Account (the "Trust Amounts") on trust for you and for your benefit and that you shall be beneficially entitled to all those Trust Amounts standing to the credit of your Account. You agree that the Trustee may treat the records of the MOBILE MONEY System as conclusive evidence of the amount of MOBILE MONEY at any time standing to the credit of your Account and the Trustee is not bound to make any independent investigation of your beneficial entitlement to the Trust Amounts. 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 PIN or instructions purported to be given by you using your PIN even if they are actually given by a third party.

12.2 You acknowledge that the Trustee shall have no obligation to invest the Trust Amounts other than by way of holding the same in the Trust Account. You further acknowledge that, to the extent that any interest accrues on the Trust Amounts, you shall have no beneficial entitlement to such interest and the Trustee shall be entitled to retain such interest to defray its own 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) as the Trustee may in its absolute discretion determine.

## **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 MSIN, 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 authorised 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 Secret Word 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.

## **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, Plot 1-4 Wampewo Avenue , Nyonyi Gardens Kololo 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 7 years from date of closure of your Account.
- 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**

- 19.1 This 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 and or any other relevant regulatory body.

## **20. PRIVACY POLICY**

- 20.1. 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.
- 20.2. MTN collects personally identifiable information that we use to profile Mobile Money Service Users and administer individual MOBILE MONEY accounts, update MOBILE MONEY databases, and provide User support.
- 20.3. 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.

- 20.4. You acknowledge that by using the MOBILE MONEY Services, some of your personal information will be passed on to any person whom you receive Mobile Money from, or send Mobile Money to and will be available to any third party involved in the operation of the service including without limitation, MOBILE MONEY Cash Merchants, ATM Switch providers and Ericsson AB (as vendors of the MOBILE MONEY 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 MOBILE MONEY System or any other platform), your personal information including any Transaction data, information pertaining to you or your MOBILE MONEY 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.
- 20.5. You acknowledge that MTN may verify your identity information through publicly available and/or restricted government databases in order to comply with regulatory requirements.
- 20.6. 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;
- 20.7. 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.
- 20.8. Any person submitting any information to MTN through the MOBILE MONEY System may be granted access rights to that information. MTN has developed systems that enable access and correction of information submitted to it.

**Note: Please note that a Summary of the Mobile Money Services terms and conditions is available from Mobile Money Agents, MTN's head office and the MTN Website located at [www.MTN.co.ug](http://www.MTN.co.ug) and is printed on the back of the registration form.**







