

## Mobile Money Guyana Inc. Registered Customer Terms & Conditions

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING FOR OR USING THE MOBILE MONEY SERVICE AS THEY FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MOBILE MONEY GUYANA INC.**

These Terms and Conditions, including any policies or schedules referenced to herein (together the "Agreement"), is a legal agreement between you and Mobile Money Guyana, Inc. ("MMG") for the provision and use of the Mobile Money Services. By subscribing and participating in, or by continuing to use the Mobile Money Services, you are deemed to have made an affirmative statement of your unconditional acceptance of the terms and conditions of this Agreement. If you do not agree to be bound by this Agreement, do not proceed to register for or continue to use the e Mobile Money Services.

### **1. THE MOBILE MONEY SERVICES**

- 1.1. MMG provides mobile money transfer and payment services whereby customers such as you may use their mobile device to, among other things, make deposits, transfer funds, make payments for products and services, and withdraw cash at participating agents and merchants using their Mobile Money account (the "Mobile Money Services"). Additional information regarding the use and functions of the Mobile Money Services may be found at [www.mmg.gy](http://www.mmg.gy).
- 1.2. Mobile Money Services are available to all subscribers of a licensed mobile network operator in Guyana as determined by MMG in its sole discretion thereof and upon completion of the MMG registration form and acceptance of the terms and conditions of use of the services. You may visit a Mobile Money agent to register an Account. MMG may in its absolute discretion restrict, refuse to register, or revoke the registration of any person. MMG may, in its absolute discretion, restrict, refuse to register or revoke the registration of any person without any need for prior notice and/or explanation. It should be noted that when submitting an online application, signifying acceptance of the Terms and Conditions has the same effect as a written signature on an Account application form. Your Account is linked to one mobile number and that mobile number represents your Account number.
- 1.3. MMG may impose limits on the amount of funds transferable per transaction or within specified time periods and the total amount that may be held in your account, as well as create other restrictions or requirements regarding the use of, and eligibility to use, the Mobile Money Services.
- 1.4. In order to provide the Mobile Money Services, MMG, the Mobile Money agents, merchants and service providers will collect and use information about you, including your personal information. By using the Mobile Money Services, you acknowledge and agree that MMG and the Mobile Money agents, merchants and service providers may share and use your personally identifiable information between and among MMG, the Mobile Money agents, merchants, and service providers, including GTT. Moreover, you acknowledge and agree that MMG shall have the right to monitor your account usage and may disclose personal information to law enforcement or investigative agencies, or competent governmental or regulatory agencies, to the extent required by law or regulation, to assist in the prevention, detection, or prosecution of criminal activities (e.g., money laundering).
- 1.5. Customers will be informed from time to time of any additional features of the Mobile Money Services that may be offered by MMG, and where necessary, the applicable means or requirements to active any such features.
- 1.6. You acknowledge and agree that MMG may treat the records of the Mobile Money System as conclusive evidence of the amount of E-money at any time standing to the credit of your Account.
- 1.7. By utilizing the AutoPay, you understand and agree that you are authorizing MMG to automatically charge your renewal amount and any add-on charges (if applicable) to your account. Any available funds in your account will be used first and if you do not have sufficient funds, you understand and agree that your payment will fail. You understand and agree that MMG may discontinue processing of AutoPay transactions if MMG is unable to secure funds from your Mobile Money Account for the payments you have authorized due to, but not limited to, insufficient funds, or insufficient or inaccurate information provided.
- 1.8. Pursuant to Clauses 1.6 and 1.7, you understand and agree that MMG will not be liable to you, if an AutoPay transaction fails for any reason whatsoever including without limitation insufficient balance in the Mobile Money account, a biller's inability to process a payment, system failure, etc. MMG does not give any representation or warranty-whether express, implied, statutory, or otherwise – as to description, quality, merchantability, completeness, non-infringement, or fitness for a particular purpose of the AutoPay service. Specifically, MMG does not represent, warrant, or guarantee that the operation of the AutoPay service will be uninterrupted or error-free.
- 1.9. You understand and agree that MMG will not be liable for any claims, damages, or other losses, resulting from your failure to use the AutoPay service as intended, your failure to provide accurate and complete information to enable MMG to process your payment properly, a biller's rejection or failure to process a transaction, loss of data in transmission or termination or suspension of the AutoPay service.

## **2. STARTING AND MAINTAINING A MOBILE MONEY ACCOUNT**

2.1. In order to open a Mobile Money account, you must:

- (i) be eighteen (18) years or older with full legal capacity to enter into binding legal contracts;
- (ii) have an active GTT mobile service or Digicel Smart Phone (application only available via Mobile APP for Digicel users)

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(iii) provide all of the required documentation, including but not limited to your passport or National ID Card (which will be copied) and proof of address, and

(iv) accept the terms and conditions which is available via Mobile Money website and ALL GTT offices and Mobile Money Agent outlets.

MMG reserves the right to reject any application if any of the account opening requirements are not complied with or if you fail to provide us with satisfactory proof of identification and address.

2.2. You agree not provide any false, inaccurate, incomplete or misleading information and accept that such behaviour may constitute a criminal act.

2.3. You have an obligation to ensure that your registration details are kept fully up to date. MMG reserves the right to request further information pertaining to your Mobile Money account at any time and your failure to provide such information may result in limitation on your use of the services, suspension or termination of the your Mobile Money account.

2.4. Using your Mobile Money account to conduct transactions on behalf of another person is prohibited and may expose you to criminal liability. You may not use, or permit the use of your Mobile Money account, to carry out any transactions on behalf of any other person.

2.5. Notwithstanding the generality of the foregoing, a parent or legal guardian may open and maintain a Mobile Money account in parent or guardian's name for and on behalf of a minor and the parent is responsible for all use of such Mobile Money account.

### **3. SECURITY**

3.1. You will use a Personal Identification Number ("PIN") to access to the Mobile Money Services and your Mobile Money account. You hereby acknowledge and agree to safeguard the confidentiality of your PIN and not to disclose your PIN anyone.

3.2. You acknowledge and agree that you shall be solely responsible for the security and safety of your PIN and that MMG shall not be liable in any way for any disclosure of your PIN to any third party and you hereby agree to hold MMG harmless from any and all losses that arise from any PIN disclosure.

3.3. You are responsible for all instructions given to MMG in relation to your account and MMG shall deem each correct PIN entry as the initiation of a transaction being performed by the legitimate owner of the Mobile Money account and shall regard all such transactions as validly performed by you.

### **4. TRANSACTION AND RECORDS**

4.1. You are strictly responsible for all transactions conducted on your Mobile Money account. You must ensure that your mobile device and your PIN are secure at all times. Loss of your mobile device and any access or use of your Mobile Money account by someone other than you or loss or disclosure of your PIN to others, should be immediately reported to MMG via Call Centre number 0488. Mobile Money Guyana Inc. Registered Customer Terms & Conditions

4.2. You acknowledge and agree that the MMG may treat the records of the Mobile Money system as conclusive evidence of the amount of the funds held in your Mobile Money account and that the MMG is not bound to make any independent investigation of your credit balances.

4.3. Subject to the provisions of this Agreement, and with certain limitations identified herein such as governmental or law enforcement action regarding your Mobile Money account, the funds in your Mobile Money account are redeemable at anytime and shall be disposed of only in accordance with your instructions given through the Mobile Money system. You acknowledge and agree that MMG is not a bank or a deposit-taking institution and assumes no responsibility for such instructions.

#### **5. FEES FOR THE MOBILE MONEY SERVICES**

5.1. You will be charged for your use of the Mobile Money services at rates established by MMG. All Mobile Money charges are denominated in Guyana Dollars and are set out in a separate Schedule of Charges, available free of cost at MMG Offices, GT&T Business Offices, Mobile Money agents and online at [www.mmg.co.gy](http://www.mmg.co.gy).

5.2. Upon completion of a transaction utilizing funds from your Mobile Money account, the Mobile Money Services fee will be charged and deducted from your Mobile Money account and, where applicable, will be inclusive of the VAT at a rate of 16 percent.

5.3. The Mobile Money Services fees and charges are subject to change from time-to-time at MMG's sole discretion. If MMG increases or introduces new charges, details will be made available prior to implementation.

#### **6. NO INTEREST**

YOU ACKNOWLEDGE AND AGREE THAT NO INTEREST WILL BE PAID ON ANY FUNDS IN YOUR MOBILE MONEY ACCOUNT.

#### **7. SUSPENSION AND TERMINATION OF THE MOBILE MONEY ACCOUNT**

7.1. MMG reserves the right to suspend or terminate the Money Services and/or this Agreement immediately if you use the Mobile Money Services or your Mobile Money account in breach of this Agreement.

7.2. MMG may suspend or terminate your account if it has been inactive for a period of three months or such other time period as may be prescribed from time-to-time. In the event of account suspension or termination for reason of inactivity, MMG shall archive your account and all non-promotional funds and advise GTT to recycle the mobile telephone number associated with your Mobile Money account as required by law.

7.3. You may request at any time that your account be closed by giving written notice to MMG Customer Care Manager located at the MMG Head Office at 79 Brickdam Stabroek, Georgetown.

7.4. MMG may, at its discretion, close your account at any time for any reason upon giving one (1) weeks' notice to you and making reasonable attempts to reach you via SMS.

7.5. This Agreement terminates automatically upon the death of the registered customer. In which case next of kin will be entitled to claim funds in the account.

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7.6. None of the forgoing actions in this Section 7 of the Agreement will cause you to lose any money held to your Mobile Money account. The funds can be claimed by: (i) an application for a refund written to MMG Customer Care Manager, 79 Brickdam Stabroek; (ii) provision of valid identification; and (iii) provision of proof of your registration or ownership of the Mobile Money account to be redeemed.

#### **8. GOVERNMENTAL OR LAW ENFORCEMENT ACTION AGAINST THE MOBILE MONEY ACCOUNT**

8.1. You hereby expressly consent and authorize MMG to disclose any transaction data or information pertaining to your Mobile Money account to any law enforcement, investigative or regulatory authority.

8.2. You acknowledge and agree that where your Mobile Money account is determined by a competent governmental, judicial or law enforcement authority to contain the proceeds of any criminal or money laundering activities, MMG may be required by law to surrender the funds in your Mobile Money account as directed by such authority. IF MMG IS REQUIRED TO TURN OVER THE FUNDS IN YOUR MOBILE MONEY ACCOUNT TO A GOVERNMENTAL AUTHORITY, YOU ACKNOWLEDGE AND AGREE THAT MMG IS NOT RESPONSIBLE TO YOU REGARDING THE RETURN OF SUCH FUNDS.

8.3. You acknowledge and accept that MMG shall report any suspicious account activity to the relevant law enforcement authority and that MMG may be compelled by law to suspend and/or freeze your Mobile Money account or decline to execute your transaction requests if there are grounds to suspect that an account has been or is being or may be used to receive or send funds in connection with any criminal, fraudulent or other similar activity.

#### **9. WARRANTY DISCLAIMER**

9.1. MMG does not warrant that all of the functionality of the Mobile Money Services will be available at all times. MMG may withdraw any functionality of the Mobile Money Services at any time. MMG makes no representations or warranties as to continuous, uninterrupted or secure access to the Mobile Money Services, which may be affected by factors outside MMG's control, or may be subject to periodic testing, repair, maintenance or upgrades.

9.2. MMG EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MMG MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

#### **10. LIMITATION OF LIABILITY**

10.1. MMG is not liable for any direct, indirect, incidental, exemplary, consequential, special or punitive damages or losses relating to the Mobile Money Services or this Agreement. Furthermore, MMG, the Mobile Money agents, merchants and service providers (and their officers, employees, contractors and agents) will not be liable to you or anyone else for any claims, costs, damages, losses or other liabilities of any kind arising in any way from the Mobile Money Services. MMG, on behalf of itself and the Mobile Money agents, merchants and service providers, specifically disclaims all liability for any damages or losses, including, withoutMobile Money Guyana Inc. Registered Customer Terms & Conditions

limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by but not limited to:

- (i) transactions made to unintended recipients or payments made in incorrect amounts due to the input of incorrect information by you;
- (ii) transactions made from your Mobile Money account by an unauthorized third party who passes all identity and verification checks;
- (iii) any fraud, deception or misrepresentations by any person, whether or not the person has been verified;
- (iv) any damages resulting from a recipient's decision not to accept or record a transaction made through the Mobile Money system;
- (v) failure of any other telecommunications or data transmission system other than the Mobile Money system; and
- (vi) any result of any acts of government or regulatory authorities, any act of God or force majeure.

This Section creates rights and obligations that MMG, the Mobile Money agents, merchants, and service providers can each enforce as an affirmative defence or otherwise.

10.2. If, despite the foregoing, any liability is assessed against MMG, the Mobile Money agents, merchants and service providers (and their officers, employees, contractors and agents), such liability shall not exceed the maximum account balance limit in force for any single event or series of events.

10.3. You acknowledge that the Mobile Money agents, merchants and service providers are independent contractors and that MMG shall not be liable for their acts or omissions.

#### **11. INDEMNIFICATION.**

You will indemnify and hold harmless MMG and its affiliates, the Mobile Money agents, merchants and service providers from and against any and all claims, costs, losses, damages, judgments, and other expenses arising out of: (i) your actual or alleged breach of this Agreement; or (ii) your illegal, fraudulent, or improper use of the Mobile Money Services.

#### **12. DISPUTES**

12.1. MMG's Customer Care Manager shall handle all complaints in accordance with MMG's standard complaint handling procedures. The parties shall attempt to resolve all disputes by MMG's dispute resolution process and you hereby agree to fully participate in that process.

12.2. Any dispute arising out of or in connection with this Agreement that is not resolved by MMG's Customer Care Manager or the dispute resolution process shall be resolved by arbitration by a single arbitrator to be appointed by agreement between you and MMG. Such Arbitration may be initiated by either party upon the conclusion of the dispute resolution process. No arbitration may be initiated by you more than 60 days after the conclusion of the dispute resolution process. The determination of the arbitrator shall be final, conclusive and binding upon you and MMG. Mobile Money Guyana Inc. Registered Customer Terms & Conditions

12.3. Each party waives its rights to a trial by jury of all claims related to this Agreement. All claims between the parties related to this Agreement will be arbitrated individually and the parties will not consolidate or seek class treatment for any claim.

### **13. INTELLECTUAL PROPERTY**

All intellectual property rights in the Mobile Money Service, including but not limited to trademarks and logos, are the sole property of MMG and/or the Mobile Money agents, merchants, or its third party service providers and any unauthorized reproduction, modification, distribution or republication of such materials or intellectual property, without the express prior written consent of MMG is strictly prohibited.

### **14. FORCE MAJEURE**

MMG shall not be liable to you for any delay or failure to perform its obligations under this Agreement as a result of civil disorders, strikes, labor disputes, equipment or system availability delay or failure, fires, floods, acts of God, government or regulatory intervention, or without limiting the foregoing, any other causes not within MMG's control.

### **15. NOTIFICATIONS**

MMG may use text messages or any other reasonable means of notice to you regarding variations of charges, terms, pricing plans, your Mobile Money account, transactions or other matters regarding this Agreement or the Mobile Money Services. MMG may use text messages or any other reasonable means of notice to you regarding any matter relating to this Agreement.

### **16. MISCELLANEOUS PROVISIONS**

16.1. You must not use the Mobile Money Services for the receipt of or payment for goods or services that offend or circumvent any law including without limitation narcotic drugs, firearms, obscene or pornographic material or services, participation in pyramid or ponzi schemes, infringement of third party intellectual property rights or illegal gambling.

16.2. You may not transfer any rights or obligations you may have under this Agreement.

16.3. The Mobile Money Services are void where prohibited by law. If any part of the Agreement is found to be unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain enforceable according to its terms. The failure to enforce any term of this Agreement on one occasion shall not prevent enforcement on any other occasion or the enforcement of any other term.

16.4. This Agreement (including any policies or schedules referenced to herein) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior terms whether made orally or reduced to writing. MMG may amend, update or replace these terms and conditions of this Agreement or policies affecting your usage of the Mobile Money Services from time to time and your continued use of the Mobile Money Services shall be deemed to be your acceptance of all such varied terms and conditions or policies. If you wish to review a copy of the Agreement, it may be found on the MMG website or a copy of the Agreement may be obtained from MMG Customer Care.

### **17. CONTACT MMG**

If you have any questions about the Mobile Money Services, please visit [www.mmg.co.gy](http://www.mmg.co.gy) or call 0488 from your mobile device.