

ORANGE MONEY TERMS AND CONDITIONS

1. PURPOSE

These OM Service Terms and Conditions govern the access and use of the Orange Money Services offered by Orange via mobile phones to holders of Orange Money Accounts (the "OM Service"). The signing of the Application form and activation of the Orange Money Account by the Customer will constitute acceptance of these terms and conditions.

2. DEFINITIONS

In these terms and conditions the following terms will have the meaning set forth below:

"Application Form": the form containing all details and information necessary to apply for the OM Service, in addition to the Customer's acceptance of these terms and conditions;

"Balance": the face value of Orange Money Units outstanding in an Orange Money Account at any given moment;

"Charge": any fee payable by the Customer for the use of the OM Service, including taxes and other related costs;

"Charging Rates": the list of Charges related to the use of the Orange Money Account and OM Service, as published by Orange and updated from time to time;

"Credit": all incoming transfers of Orange Money Units into the Orange Money Account;

"Customer": any given individual customer of the OM Services holding an active Orange Money Account within Botswana;

"Customer Assistance Center": Orange Customer assistance center located at the Camphill Building in Gaborone or any Orange Shop where the Customer can enquire about the Service;

"Debit": all outgoing transfers of Orange Money Units from the Orange Money Account;

"Orange Money Account": the Customer's account linked to a single Orange mobile phone number opened in the books of Orange in the Customer's name, and which stores the Customer's Orange Money Units to be utilized for effecting Transactions;

"Orange Money Unit": an electronic unit of monetary value denominated in Botswana Pula and representing a general payment obligation of the Issuer which is negotiable between Participants, as more fully described in Article 5;

"Initialization Code": the 4 digit personal identification number sent by SMS to the Customer upon signing the Application Form in order to activate its Orange Money Account;

"Internet Site": the website www.orange.co.bw describing the functionalities and conditions of access and use of the OM Service;

“Loading”: transaction carried out at the Customer’s request, consisting of the purchase by such Customer of Orange Money Units from Orange or a Distributor against payment by the Customer of the Orange Money Unit’s face value plus the applicable Charges, if any;

“OM Service”: service provided by Orange enabling the transfer of Orange Money Units between OM Service Accounts at the applicable Charging Rates;

“OM Service System”: the mobile banking information system, including the IT system and all computer procedures and techniques as well as operational diagrams enabling operation of the OM Service within Botswana;

“Secret Code”: the Customer’s personal identification number serving as secret code necessary to access and manage its Orange Money Account;

“Mobile Access”: the mobile phone line used by the Customer which enables access to Orange’s network via the SIM card, in accordance with the with these terms and conditions;

“Mobile Number”: the MSIN identification number of a given mobile telephone issued by the SIM Card and the corresponding PUK identification number which permits to activate the Mobile Access;

“Network”: the cellular telecommunications system operated by Orange that allows OM Services available in Botswana;

“Orange”: a company incorporated under the Laws of Botswana having its registered office at Plot 166 Main Mall Gaborone Botswana or its assignees or successors.

“Participant”: Orange or any Distributor or Customer;

“Identification”: the valid national identification card for Botswana citizens or a passport for non-citizens;

“SMS”: all text messages sent from one mobile phone to another;

“SIM card”: the chip that stores the Customer’s data which, when used in combination with the appropriate Mobile Number, allows the Customer to utilize the OM Service;

“Distributor”: a merchant who has signed a Distribution contract with Orange authorizing it to perform Loadings, Unloadings, registration of Customers or any other duties that Orange may assign to such a merchant;

“Transfer Order”: a set of instructions to transfer Orange Money Units from one Participant to another within Botswana sent via SMS after entering the OM Service Code;

“Transaction”: any use of the OM Service by the Customer, at the applicable Charging Rates, resulting in a Credit or Debit of Orange Money Units subject to the conditions in terms of amounts, periodicity and purpose; and

“Unloading”: transaction carried out at the request of Customer’s consisting of the sale of its Orange Money Units to Orange or to a Distributor against payment to the Customer of the Orange Money Unit’s face value, after settlement of any applicable Charges.

3. OPENING AN ORANGE MONEY ACCOUNT

- 3.1 All Orange Subscribers can request the opening of an Orange Money Account for use of the OM Service, provided that no Orange Subscriber will be allowed to hold more than one Orange Money Account.
- 3.2 Only persons with a valid omang for citizens and valid passport for non-citizens may open an Orange money account. Minors or persons that do not have contractual capacity in accordance with the laws of Botswana must be assisted by a legal guardian. (Orange may at its sole discretion allow a legal guardian or parent to open an additional Orange Money Account on behalf of minor children or dependants respectively. This shall be subject to such parent or legal guardian providing a birth certificate or proof of guardianship.)
- 3.3 Application for opening an Orange Money Account can be done at any Orange Shop or Participating Distributor in Botswana.
- 3.4 At the time of opening an Orange Money Account, the Customer must supply the following prior to signing the Application Form:
 - 3.4.1 Proof of identification or an excerpt of the Companies' Registration documentation, which shall include certificate of incorporation, shareholders and directors information
 - 3.4.2 Mobile Number
 - 3.4.3 proof of residence; and
 - 3.4.4 Any other information that Orange may require
- 3.5 Orange reserves its right to refuse any Orange Money Account opening request, particularly if it is Orange's opinion that proof of identification is unsatisfactory, unclear or information provided is not precise or sufficient.
- 3.6 The Customer will compose the Initialization Code to activate the Orange Money Account. The Customer will then choose an initial Secret Code, which may be changed afterwards. Entering the Initialization Code constitutes confirmation by the Customer of its acceptance of these terms and conditions and agrees to be bound by them.

4. THE ORANGE MONEY ACCOUNT

- 4.1 The Orange Money Account is solely and exclusively designed to transfer and store Orange Money Units.
- 4.2 The Orange Money Account is an individual account and only Customers who are residents of Botswana with Mobile Access may hold an Orange Money Account.

- 4.3 The opening, operation, and maintenance of the Orange Money Account shall comply with and be subject to monetary and fiscal legislation, foreign fiscal policy, embargos, anti-fraud, anti money-laundering, anti-fraud, anti-terrorism regulations applicable in Botswana and in all other countries concerned by the execution of Transfer Orders given to Orange by the Customer, along with all applicable compliance and regulatory rules.
- 4.4 The Customer cannot make Debits from its Orange Money Account unless it has enough Orange Money Units standing or available in the Account to effect the Transaction and settle the relevant Charges. In no event will the Orange Money Account present a negative Balance.
- 4.5 The Customer hereby authorizes Orange to withdraw Orange Money Units from the Orange Money Account for the settlement of overdue Charges. In the event of insufficient Orange Money Units remaining in the Orange Money Account, the Customer will remain liable for payment of the outstanding balance, which Orange reserves the right to recover by whatever means it deems appropriate.
- 4.6 In the event of death of the Customer, and once Orange is notified of such circumstance, outstanding Orange Money Units will be frozen in the Orange Money Account until the administration of the Customers estate in accordance with applicable law.
- 4.7 The Customer will receive Orange Money Account transaction notifications via its mobile phone. The Customer may also contact the Customer Service Center to follow up on all Transactions it has effected via its mobile phone. No printed Orange Money Account statement will be provided by Orange.

5. THE ORANGE MONEY UNITS

- 5.1 Orange is duly authorized to provide the OM Service.
- 5.2 Each Orange Money Unit has a face value of P 1.00 (One Pula)
- 5.3 The Orange Money Units represent electronic money as provided under the OM Service and Orange may at any time request Proof of Identification from any Customer holding Orange Money Units, especially in connection with the investigations related to matters referred to in paragraph 4.3 above or as required by any relevant governmental authority so enabled by the laws of Botswana.
- 5.4 The Orange Money Units are debt instruments whose title is solely evidenced by entries in the Orange Money Account. The Orange Money Account statement or SMS from Orange indicating the Balance will be sufficient evidence of ownership of the e-Units. Orange will have the right to consider the Customer holding the Orange Money Account on which Orange Money Units are stored as the legitimate owner of such registered Orange Money Units, save in the event of death, liquidation, or dissolution.
- 5.5 The Orange Money Units are freely negotiable within the OM Service System by means of sending a Transfer Order to Orange.

- 5.6 Negotiation of Orange Money Units is limited to holders of Orange Money Accounts. Transfer of Orange Money Units outside the OM Service System shall be null and void.
- 5.7 Subject to the existing regulatory constraints Orange Money Units are issued for an undefined period. Orange may at any time reimburse any and all outstanding Orange Money Units, and the Customer may at any time obtain reimbursement of its Orange Money Units by submitting a formal request of reimbursement to Orange or any of its authorized Distributors.
- 5.8 Reimbursement of Orange Money Units is at par, with no additional Charges other than those strictly necessary for effecting the reimbursement.
- 5.9 Orange is responsible for custody, clearing, and financial services of Orange Money Units in accordance with the technical specifications of the OM Service System. Such specifications are subject to technical evolution and the applicable law.

6 USE OF ORANGE MONEY SERVICE

- 6.1 Use of the OM Service by the Customer is linked to the Customer's Orange Money Account and can only be accessed through such account.
- 6.2 The use of the OM Service is governed by these terms and conditions.
- 6.3 Orange will use any necessary means to provide the Customer with access to the OM Service in the same terms and under the same conditions and subject to Orange's network availability. Orange will use reasonable efforts to ensure that the service is available to the Customer at all times. The Services are only available within the range of base stations that form the Orange network. The quality and availability of the Services may be affected by factors outside our control such as local physical obstructions, atmospheric conditions and other causes of radio interference or faults in other telecommunication networks to which the Orange network is connected.
- 6.4 Orange will adopt any and all necessary measures so as to ensure optimal and continuous functioning and quality of the OM Service.
- 6.5 The Customer must immediately notify Orange of any damage to, or loss or theft of their SIM card. The Customer will be liable for any and all Transactions and Charges incurred up until receipt by Orange of the notice of occurrence of any of the abovementioned events. Such notice may also be done by calling the Customer Service Center. The Customer will indemnify and hold Orange harmless of any claims with respect to Transactions effected prior to receipt of such notice.
- 6.6 The Customer agrees to and allows the disclosure and/or reception of personal data and information by Orange :
- to any regulatory body or authority in charge of the prevention of and the investigation of fraud or criminal activity;

- for commercial purposes, to and from Orange’s suppliers, representatives, affiliates or commercial or services partners;
- for purposes of improving Orange’s ability to conduct its activity in accordance with applicable legislation and regulations;
- to and from legal advisors or auditors representing Orange and/or the Issuer, or if requested by court order in accordance with any audits or any legal proceedings.

6.7 The Customer will comply with all instructions received from Orange with respect to the OM Service.

6.8 Use of the mobile phone for services other than the OM Service (e.g. calls sent through the Network) will be charged by Orange pursuant to the applicable rates.

6.9 Calls, messages, emails, entries and SMS sent, made or received by the Customer may be monitored and/or recorded in accordance with the applicable law(s) in an effort to maintain the best business practices, namely with respect to quality control, training, overall performance of the OM Service System, prevention of unauthorized use of the Network as well as prevention of offences and crimes.

7. TRANSACTIONS

7.1 Any Debit on the Customer’s Orange Money Account will be carried out by Transfer Order. The Customer authorizes Orange to instantaneously carry out Transfer Orders received without waiting for any additional confirmation from the Customer. Notwithstanding the foregoing, Orange reserves the right to request a written confirmation at any time of any and all Transfer Orders.

7.2 Following the opening and activations of an Orange Money Account, the Customer may carry out any of the following operations subject to applicable Charging Rates:

Credit of Orange Money Units into the Orange Money Account by way of Loading or upon receipt of a transfer of Orange Money Units coming from another Customer. Credits will be effected by the OM Service System crediting the beneficiary’s Orange Money Account pursuant to the Customer’s instructions.

Debit of Orange Money Units from the Orange Money Account via Transfer Orders sent by Customer for:

- Effecting Unloadings;
- Transferring Orange Money Units to other Customers;
- Subscribing to services provided via the Mobile Access, in particular prepaid mobile phone credits
- The payment of utility and other bills; or
- Any other available service that the Customer may choose to make payment for.

7.3 Orange has the right to consider all Transactions as duly authorized by the holder of the Orange Money Account upon simple receipt of a Transfer Order. Transfer Orders are irrevocable and under no circumstances will Orange accept cancellation requests of Transfer Orders from Customers

7.4 Any Transaction not accepted within twenty four hours [24] for Orange Customers and Seven (7) days for non-Orange Customers respectively following the Transfer Order will automatically be cancelled.

7.5 Orange will have the right to consider the entry of the Secret Code authorizing a Transfer Order as sufficient and irreversible evidence of the relevant Customer's instructions save if Orange has been notified by such Customer of the theft or loss of its mobile phone or that its Secret Code is not secured.

7.6 Orange is not responsible for the matching of Credit/Debit Transfer Orders with cash payments. It is the Customer's responsibility with respect to Loadings, to ensure the Distributor's ability to perform transfer of Orange Money Units to the Customer's Orange Money Account, and, with respect to Unloadings, that the Distributor is able to provide the cash payment corresponding to the Unloading. In the event that a dispute between a Customer and a Distributor remains unsettled, the Customer may refer such dispute to Orange who will attempt to resolve it by proposing appropriate and reasonable solutions.

7.7 A confirmation will be issued by the OM Service System for each Transaction. This confirmation will be sent to the Customer via SMS along with the updated Balance on its Orange Money Account after settlement of any applicable Charges.

7.8 The OM Service System records of Transactions will be considered exact and accurate save if the Customer provides evidence of the contrary.

7.9 The amount in the value of Transactions by the Customer shall be limited to certain thresholds as notified/published by Orange from time to time. These thresholds shall be subject to change either by Orange or by operation of the law.

8 SUSPENSION AND TERMINATION OF ORANGE MONEY SERVICE / CLOSING OF ORANGE MONEY ACCOUNTS

8.1 Orange may suspend, restrict, or close any and all of the OM Service and/or close an Orange Money Account without providing advance notice (to the extent possible, Orange will attempt to promptly inform the relevant Customer) and without incurring any liability thereof, in any of the following circumstances:

- a. If Orange is aware or has reason to suspect that the Orange Money Account, the mobile equipment, the Mobile Number, or the Secret Code are being used without authorisation, illegally, inappropriately, suspiciously, fraudulently, or for criminal activity;
- b. If the Customer does not adhere to any of its obligations under these terms and conditions;

- c. If the Customer does not notify Orange of the loss or theft of its mobile equipment, the loss or disclosure of its Secret Code to a third party, or the use of the Orange Money Account by a third party;
- d. If a court or an administrative authority have imposed restrictive rights on the Customer (or if the Customer has been declared bankrupt);
- e. If the Customer has used (or authorised the use of) its mobile equipment in a way that could to Orange's opinion, affect or damage the Network or the OM Service; and/or
- f. For any reasons beyond Orange's control or if Orange is no longer able to provide the OM Service.
- g. After certain security checks and vetting procedures whether necessitated by law or otherwise during the term of these terms and conditions Orange determines that the Customer is not eligible to use the Service; the Services shall be immediately disconnected and Orange shall use its reasonable efforts to notify the Customer of such disconnection. For the avoidance of doubt, Orange shall not be obliged to give reasons to the Customer for termination under this Article.

8.2 Orange will also close the Orange Money Account upon occurrence of any of the following:

- a. receipt of a written cancellation notice from the Customer sent to the Customer Service Center; and/or
- b. Subject to Article 5.7 above, if the Orange Money Account is inactive for a period stipulated by Orange.

8.3 Upon closing the Orange Money Account, outstanding Orange Money Units (after settlement of any applicable Charges) will be Unloaded to the benefit of the Customer and the corresponding cash proceeds will be transferred to a bank account in accordance with applicable regulations regarding unclaimed amounts. The Customer must present itself at the Customer Service Center and provide Proof of Identification in order to receive such cash proceeds.

8.4 In no event will Orange be held responsible for any interest, direct or indirect damages resulting from any act or omission by Orange or by any third party under Orange's responsibility, in relation to the closing or suspension of the Orange Money Account if such closing or suspension has been done in accordance with clause 8.

9 CHARGING RATES

9.1 The Charging Rates published by Orange includes all Charges due for the opening and holding of the Orange Money Account, and for use OM Service by the Customer. The price list is available upon request.

9.2 Charges due for each Transaction will be automatically settled by Orange by debiting the corresponding number of Orange Money Units from the Orange Money Account, without having to provide prior notice.

9.3 Charges are inclusive of any and all applicable taxes.

10 SECURITY MEASURES

10.1 A sole and unique Secret Code applies to each Orange Money Account.

10.2 Only the Customer holding an Orange Money Account can perform Transactions on such Orange Money Account, and [use the relevant mobile phone] and corresponding Secret Code.

10.3 The Customer is responsible for the custody and appropriate use of its mobile phone, as well as the protection of the Initialization Code and the Secret Code. The Customer is equally responsible for all Transactions effected on its Orange Money Account.

10.4 Upon loss of Secret Code, the provisions of clause 7 will apply

10.5 Under no circumstances should the Customer disclose its Secret Code, including to the Customer Service Center personnel.

11 CUSTOMER RESPONSIBILITIES

11.1 The Customer is responsible for paying all Charges due for any given Transaction in accordance with the Charging Rates.

11.2 The Customer is solely responsible for its use of the Mobile Access, the Orange Money Account, and the OM Service. To that effect, the Customer must comply with the technical specifications and contractual conditions.

11.3 The Customer must comply with all terms and conditions of these terms and conditions and with all applicable regulations when using the OM Service and will in no event use the OM Service for criminal or unlawful or fraudulent purposes.

12 CHANGES TO ORANGE MONEY TERMS AND CONDITIONS

Orange reserves the right to vary these terms

and conditions and the Charging Rates from

time to time with or without notice to the

Customer. By continuing to use the OM Service, the Customer will be deemed to have agreed to the changes to these terms and conditions or Charging Rates. Any notification of refusal by the Customer will be considered as a request to close the Orange Money Account in accordance with the conditions stated in Article 8.3

13 RESPONSIBILITY & EXCEPTIONS

13.1 In the event Orange is compelled for any reason whatsoever to change or reassign a Customer's Mobile Number, Orange will solely be liable for the custody of outstanding Orange Money Units in

the Orange Money Account and transferring such Orange Money Units to the Customer's new Orange Money Account. If such transfer is not possible, outstanding Orange Money Units will be Unloaded to the Customer's benefit.

13.2 Distributors are independent agents authorized by Orange to provide the OM Service and in no event will Orange be held liable for their dealings or negligence in the provision of the OM Service.

13.3 Orange will not be liable for any losses incurred by the Customer due to technical breakdown or disruption of the Network, the handsets, internet, or terminals, resulting from circumstances beyond Orange's control.

13.4 Orange will not be liable for any damage incurred by the Customer save if such damages have been directly originated by the gross negligence of Orange.

13.5 In no event will Orange be liable for any indirect damages incurred by the Customer in connection with the use of the OM Service. For the purpose of these terms and conditions, any damages which do not directly and exclusively result from Orange's failure to comply with its obligations will be considered as indirect damages. Loss of profit and loss of contract will also be considered indirect damages.

14 MISCELLANEOUS

14.1 These terms and conditions will constitute a binding agreement with respect to the Customer, its successors and assignees.

14.2 The rights and obligations resulting from these terms and conditions cannot be assigned by the Customer to third parties.

14.3 Orange will be entitled to subcontract the performance of its obligations to one or many subcontractors of its choice, but will remain liable for the performance of any such obligations

14.4 Failure to exercise any of the rights contained herein will not be construed as waiver of any such rights.

14.5 The rights and obligations under these terms and conditions are cumulative and non exclusive of any rights and remedies under applicable law.

14.6 If any of the terms are deemed null and void by an arbitrator, administrative authority or competent court, the other provisions will remain in full force and effect.

15 NOTICES

Notices from Orange to the Customer with respect to the Orange Money Account or OM Service will be sent via SMS or by any other electronic means which may be accessed by mobile phone to the Mobile Number provided by the Customer in the Application form.

The Customer should send any notices to the following address: Orange Botswana (Pty) Ltd Plot 166 Corner of Queens and Pilane Road, Main Mall, Gaborone, Botswana or as may be directed by Orange from time to time.

The Customer should promptly notify Orange of any changes of personal details or address.

16 DURATION

The eMoney Contract remains in effect for an indefinite period of time, and may be terminated and any time by the Customer or Orange by providing ten (10) days prior written notice to the other party in accordance with article 15.

17 GENERAL

17.1 The Customer is responsible for reimbursing any and all costs incurred by Orange in recovering outstanding amounts due by the Customer by virtue of the eMoney Contract.

17.2 A signed certificate from any Orange representative(s) will constitute sufficient evidence of amounts due by the Customer save if the Customer provides evidence to the contrary.

17.3 The Customer recognizes that registered personal data may be used by Orange. Notwithstanding the foregoing, the Customer may by giving Orange prior notice, change their personal data should the need arise.

17.4 The Customer acknowledges that any information, including personal data, conversations with Customer Service Center and Transactions, may be recorded and kept for a period of five (5) years from the date of closing the Orange Money Account.

17.5 All copyrights, trademarks, and all other intellectual property with respect to the OM Service or included and referred to in related documents are the property of Orange or their licensor, as applicable. The Customer acknowledges that it has no rights to claim any of the aforementioned rights.

18 APPLICABLE LAW AND DISPUTE RESOLUTION

18.1 These terms and conditions will be governed by the laws of the Republic of Botswana.

18.2 The parties must attempt to resolve amicably any and all discrepancies with respect to the interpretation and execution of the these terms and conditions If within a one month period from the date on which a discrepancy has been notified by either Party, the issue remains unsolved, either Party may submit the issue to any court of competent jurisdiction within Botswana.

