

## **mCash CUSTOMER TERMS AND CONDITIONS**

These terms and conditions shall govern the use of the mCash Services by Customers/Subscribers as a service provided by Mobitel (Private) Limited a company duly incorporated under the laws of Sri Lanka bearing company registration number: PV9478 and having its registered office at No.108, W.A.D. Ramanayake Mawatha, Colombo 02, Sri Lanka (hereinafter referred to as “**Mobitel**”).

**Please refer [www.mobitel.lk](http://www.mobitel.lk) for the mCash Customer category, Transaction Limits and mCash Customer Charges / Fees.**

Mobitel reserves the right to reject or cancel customer registration for mCash Service at its sole discretion.

### **1. Definitions**

In this Agreement unless the context otherwise requires:

- 1.1** “Cash In” means the process of obtaining mCash to an mCash Account by paying physical cash.
- 1.2** “Cash Out” means the process of obtaining physical cash by surrendering mCash in an mCash Account.
- 1.3** “Daily Transaction Limit” shall mean the maximum authorized cumulative value of transactions permitted for an mCash Customer in any one (1) calendar day.
- 1.4** “Laws” shall mean all applicable laws in Sri Lanka.
- 1.5** “mCash” shall mean the electronic cash created in mCash System to execute mCash transactions.
- 1.6** “MSISDN” shall mean Mobile Subscriber Integrated Services Digital Network Number, same as Mobile Number.
- 1.7** “mCash Account” shall mean an individual non-interest bearing digital account created and maintained in the mCash System by Mobitel for each mCash Customer or mCash Merchant or Mobitel to execute mCash transactions.
- 1.8** “mCash Customer” shall mean a Mobitel customer with an mCash Account capable of performing mCash transactions.
- 1.9** “mCash Merchant/s” shall mean a person or an organization appointed by Mobitel to facilitate mCash Services and shall include mCash Distributors, mCash Retailers and mCash Vendors.
- 1.10** “mCash Service” shall mean the mobile payment service provided by Mobitel which allows the mCash Customer and/or mCash Merchant to execute and/or perform mCash transactions.

**1.11** “mCash System” shall mean the mobile payment platform commissioned by Mobitel to facilitate mCash transactions.

**1.12** “Mobitel Website” means [www.mobitel.lk](http://www.mobitel.lk)

## **2. Commencement**

**2.1** The Agreement shall be valid from the date of registration until terminated under this Agreement.

## **3. Pre-requisite relating to mCash Service**

**3.1** The mCash Service shall be offered only to existing Mobitel customers and any party who is not an existing Mobitel customer shall be required to register as a Mobitel customer prior to registering for mCash Service.

**3.2** The mCash Service shall be offered only in Sri Lankan Rupees and shall be used only for domestic transactions.

**3.3** Mobitel customers who are residents of Sri Lanka who are above 18 years of age shall be eligible for registration for mCash Service.

**3.4** Only the customers who provide information as specified by Mobitel shall be eligible for the registration and continuous use of the mCash Service. Mobitel shall have the right to monitor and supervise the activities of mCash Customer to ensure that the mCash Customer only engages in permitted services and shall report of any suspicious transactions as per the regulations issued by the Financial Intelligence Unit (FIU) established in terms of the Financial Transactions Reporting Act, No. 6 of 2006 (FTRA) to the relevant authorities;

**3.5** Mobitel will at its sole and absolute discretion grant permission for mCash Customer to engage in the following types of transactions relating to mCash Service:

**3.5.1** To effect payment for any purchase of goods and/or services from mCash Vendors;

**3.5.2** To effect payment of bills and utilities from mCash;

**3.5.3** To effect Cash In/s and Cash Out/s;

**3.5.4** To transfer mCash from one mCash Account to another;

**3.5.5** To effect value added services as prescribed by Mobitel;

**3.5.6** To carry out any other transaction as introduced by Mobitel from time to time as approved by Central Bank of Sri Lanka (CBSL).

**3.6** Mobitel has a one-time mCash Service registration procedure. However, in an event where the mCash Customer requests to change his/her mobile number or registered name, producing

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supportive documents, re-registration shall be carried out, terminating the existing registration. If the mCash Customer requests for any other data modification with supportive documents, as and where applicable, details of the existing mCash Account will be updated accordingly.

- 3.7** mCash transactions done by mCash Customer may be reversible only subject to conditions.
- 3.8** The mCash Customer shall be notified, on real-time basis, of Cash In/s made to mCash Accounts, Cash Outs made from mCash Accounts and any other transaction which increases/decreases the value of mCash in his/her mCash Account.
- 3.9** Mobitel shall open and maintain a separate mCash Account for each mCash Customer and a statement of the mCash Account will be made available to the mCash Customer electronically. A detailed statement for a maximum period of three (03) months from date of request will be provided at cost to the mCash Customer upon request.
- 3.10** The mCash Customer shall not be entitled to any form of credit, interest or profit on the mCash Account balances that would add to the monetary value of mCash, a discount on mCash, or any other facility that exceeds the monetary value in the mCash Account.
- 3.11** The mCash Account transaction limits and Daily Transaction Limit shall be prescribed by Mobitel with the approval of CBSL. The mCash Customer shall comply with the prescribed limits. Mobitel reserves the right to change the said limits with the approval of CBSL with notice to the mCash Customer.
- 3.12** Upon registration as mCash Customer, the mCash Customer shall be responsible for the security, confidentiality and non-disclosure of the 4 Digit PIN applicable to the mCash Customer. The mCash Customer is strictly advised not to reveal his/her PIN to any other party.
- 3.13** The mCash Customer is strictly advised to refrain from saving any confidential information such as passwords, PINs etc. in mobile phones and is strictly advised to delete such information when the phone is sold or given away.
- 3.14** The mCash Customer is strictly advised to keep the mobile phone's IMEI code in a separate place in case the mobile phone gets lost.
- 3.15** The mCash Customer warrants that the mCash Customer is the legal owner of the Mobitel Number (MSISDN) under which the mCash Customer is registered for mCash Service.
- 3.16** The mCash Service transactions by the mCash Customer shall be permitted only through Mobitel Number (MSISDN) with the PIN and mCash Customer shall be responsible for all transactions & be bound by same.

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**3.17** The mCash Customer shall be responsible for all transactions done by a third party through his/her Mobitel Number with or without the authorization of the mCash Customer and such transactions shall be deemed as transactions by the mCash Customer.

**3.18** Mobitel shall increase/decrease the mCash Account of the mCash Customer according to the mCash transactions done by the mCash Customer including all applicable taxes and levies.

**3.19** The mCash Customer shall not engage in any act or omission that will result in any damage to the reputation of Mobitel or result in any claim or action against Mobitel by a third party relating to mCash Service.

## 4. mCash Customer obligations

**4.1** The mCash Customer shall warrant that all information provided for mCash Customer registration is true and accurate and shall provide any additional information as reasonably requested by Mobitel from time to time. The failure to provide such information may result in the suspension or termination of the mCash Service registration.

**4.2** The mCash Customer accepts that Mobitel shall hold such information in its data base and may store, use, analyze, process and transfer such information to the Custodian Bank, (i.e. Commercial Bank of Ceylon PLC) and the authorities as requested by Law without any prior notice or consent from the Customer.

**4.3** Customer acknowledges and agrees that Mobitel may transfer such data collected from Customers or generated subsequently by Mobitel in the course of providing the mCash Service, to other countries as and when required for the provisioning of the said Service for appropriate data management purposes.

**4.4** The mCash Customer shall not breach any of its obligations under this Agreement.

**4.5** The mCash Customer shall not register mCash Accounts fraudulently or impersonating another Customer or any other person, the discovery of which by Mobitel, shall result in immediate suspension /termination of the mCash Customer registration and such malpractice shall be reported to the relevant authorities.

**4.6** All records of mCash transactions using the PIN, authenticated through the registered MSISDN will be binding and shall act as conclusive evidence of such transactions.

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- 4.7** The mCash Customer shall be responsible for all its transactions done through its Mobitel Number (MSISDN) using the PIN and shall be responsible for continuous monitoring of its mCash Account.
- 4.8** The mCash Customer shall be responsible for checking and verifying all transactions effected through mCash Service including, but not limited to the amount and recipient information. Mobitel shall not entertain any request to reverse transactions or wrongful entry due to negligence of the mCash Customer.
- 4.9** The mCash Customer shall immediately notify Mobitel upon receipt of suspicious information, incomplete and inaccurate data from Mobitel or any other third party/source.
- 4.10** The mCash Customer shall not be permitted to transfer the air time in the Mobitel Numbers (MSISDN) to mCash. However, mCash Customer may purchase air time using the balance in the mCash Account.
- 4.11** The mCash Customer shall not use the mCash Service for any unlawful or illegal transaction or activity and shall always comply with all applicable Laws and any direction issued by the CBSL.
- 4.12** The mCash Customer shall not assign its obligations hereunder created or his/her mCash Account to any third party without the prior written approval of Mobitel. Mobitel shall not be liable for any loss or damage and disclaims all liabilities arising due to such unauthorized assignment.
- 4.13** The mCash Customer shall not use mCash Account as any security or pledge for any purpose whatsoever. Mobitel disclaims all liabilities both direct and indirect arising as result of such activity by the mCash Customer.

## 5. Standing Orders

The following provisions shall apply when the Customer makes an application for a Standing Order through his/her mCash Account to be effected on a specified due date;

- 5.1** By making a request for a Standing Order, Customer authorizes Mobitel to deduct such amount as specified in the Standing Order Instructions given by the Customer from the respective mCash Account and Customer further agrees to allow Mobitel to deduct any Commission Charge where applicable in addition to any applicable taxes.
- 5.2** It is expressly understood between the Parties that when effectuating any request for a Standing Order, Mobitel shall not be liable to the Customer or Beneficiary for any claims for losses that arise due to act, omission, negligence or delay however caused.

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- 5.3** Customer shall be notified One (1) day in advance of the approaching due date of a Standing Order.
- 5.4** Where Mobitel is unable to make payment by the due date or within 7 days' grace period thereafter (including the due date) due to insufficient funds in the Account, Mobitel shall inform the Customer of such non-payment on the day following the said grace period.
- 5.5** Notwithstanding the foregoing, Mobitel shall not be responsible to carry out Standing Order instructions when funds in the Account are insufficient to effect payment unless funds are made available within 7 days after the relevant due date (calculated including the due date).
- 5.6** Mobitel reserves the right to cancel any Standing Order with or without notice to the Customer where payments have been defaulted for 3 consecutive due dates.
- 5.7** Any request for Standing Orders shall remain effective notwithstanding death or bankruptcy/liquidation of the Customer unless instructions to revoke the Standing Order upon death or bankruptcy/liquidation of the Customer is communicated to Mobitel in writing along with supporting documents.
- 5.8** Any instructions to cancel Standing Order must be commanded through the relevant mCash Account One (1) day ahead of the next due date.

## 6. Procedure for reporting lost or stolen mobile phones

- 6.1** In the event of lost or stolen mobile phones, the mCash Customer shall immediately inform Mobitel Contact Centre, and report to the police of any loss, fraud, suspected fraud, dishonest use or theft of the mobile device or illegal use of mCash Service. Mobitel Contact Centre shall immediately block the mCash Account upon such notice.
- 6.2** Once blocked, the mCash Customer will be required to obtain a new SIM with the same MSISDN and unblock the mCash Account by submitting a written request and a proof of identity to Mobitel.
- 6.3** Alternatively, the mCash Customer may Cash Out its mCash Account balance from any Mobitel branch or mCash Merchant with a written request and proof of identity.
- 6.4** The mCash Customer shall be responsible for transactions done through the lost or stolen phone until reporting of same to the Mobitel Contact Centre.
- 6.5** Replacement of lost or stolen SIM card is subject to additional payments as determined by Mobitel.

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**6.6** Notwithstanding the aforesaid, Mobitel may reject mCash Customer's request to unblock an mCash Account if the SIM is suspected to have been fraudulently issued, stolen or tampered with or Mobitel determines that the use of the mCash Service poses a risk to the System. Mobitel shall not be liable for any loss, cost or damage suffered, if any, by mCash Customer as a result thereof.

## **7. Customer Contact Centre**

**7.1** The mCash Customers may call 7111 or 0712755777 relating to any mCash Customer inquiries and complaints. Each complaint received shall be provided with a reference number and Mobitel shall endeavor to resolve any complaints within 3 business days.

## **8. mCash Customer Dispute resolution**

**8.1** An mCash Customer may raise any dispute relating to an mCash transaction and/or fees, other charges, taxes and levies within thirty (30) days from the date of such transaction or from the date on which such fees, other charges, taxes and levies were charged to Customer's mCash Account respectively.

**8.2** Mobitel shall make all endeavors to settle or resolve such disputes and the mCash Customer agrees that the decision of Mobitel with regard to such dispute shall be final and conclusive.

**8.3** Customer agrees that the logs maintained by Mobitel relating to mCash Service will be deemed as the authentic source of information for any kind of dispute and the information presented from the said logs shall be final and conclusive evidence relating to any dispute resolution.

## **9. Termination**

**9.1** Mobitel reserves the right to terminate mCash Service at any time without assigning any reason whatsoever.

**9.2** Mobitel reserves the right, at its absolute discretion and at any time, to immediately suspend/terminate mCash Account of mCash Customer for any reason, including but not limited to the following circumstances:

**9.2.1** In the opinion of Mobitel, if the mCash Customer has engaged in any dishonest, fraudulent, illegal and/or criminal conduct or misrepresentation and/or is in breach of any acts, statutes, laws, by-laws, rules and/or regulations imposed by any party, regulatory body or government agency;

**9.2.2** If the mCash Customer is in breach of any of the provisions of the Terms and Conditions and/or has engaged in any conduct prejudicial to Mobitel and/or has acted with bad or malicious intent;

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**9.2.3** If the mCash Customer has submitted false documents or has declared false information during the application and registration with Mobitel.

**9.3** Any mCash Customer who wishes to close the mCash Account shall do so by sending a request electronically or in writing to Mobitel. Once the account closure request is received by Mobitel, the mCash Account shall be frozen and mCash Customer will be required to withdraw the balance. Upon successful withdrawal, mCash Account shall be closed within three business days and a written notification will be sent to the ex-mCash Customer.

## **10. Effect of Termination / Suspension**

**10.1** Upon termination or expiration of the mCash Service the available balance in the mCash Account of the mCash Customer shall be refunded after deducting administration fees and charges specified by Mobitel.

**10.2** Notwithstanding clause 9.1, in the event of any dispute / issue on the mCash transaction by the Customer, despite termination or suspension of the mCash Service Registration of the Customer, Mobitel shall not be obliged to refund or return the available balance in the mCash Account of the mCash Customer until and unless clearance has been obtained from the relevant authorities, if applicable.

**10.3** Upon suspension, Mobitel may at its absolute discretion reconnect the mCash Service subject to a reconnection fee and the payment of all outstanding amounts due to Mobitel and / or any other amounts as may be required by Mobitel for the reconnection of the mCash Service.

**10.4** The provisions of this Clause 9 are without prejudice to any of other rights and remedies of Mobitel under these Terms and Conditions or in Laws.

## **11. Amendment and Modification of Terms and Conditions**

**10.1** Mobitel reserves the right to review, amend, add or vary any of these Terms and Conditions from time to time at its sole discretion without assigning any reasons whatsoever and the mCash Customers shall be bound by such amended terms provided that prior notice of such amended terms are communicated to the mCash Customers in appropriate communication media.

## **12. Governing Law and Jurisdiction**

**12.1** This Agreement shall be governed and interpreted in accordance with the Laws of Sri Lanka and shall be subject to the jurisdiction of Sri Lankan courts. Any Dispute between Mobitel and the mCash Customer shall be settled as per the Arbitration Act No.11 of 1995 of Sri Lanka as amended failing amicable settlement.

## **12. Disclaimer**

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**12.1** Mobitel provides mCash Service on “as is” basis and does not provide any warranty on suitability, quality, and fitness for a particular purpose, and disclaims all liabilities arising relating to mCash Service. The use of mCash Service shall be at mCash Customer’s own risk.

**12.2** Mobitel shall exclude all liabilities to its mCash Customers and / or to any other third party(s) for any losses, damages, costs or expenses whatsoever suffered by such person(s) arising out of or in connection with mCash Service including but not limited to the issue, use, withdrawal, suspension and / or termination of the mCash Service and Mobitel’s total liability shall be limited to restoring mCash transactions and the services to normal operating order and specifically excludes indirect or consequential damages.

**12.3** Mobitel shall not be responsible for any disputed transactions made through mCash Service between mCash Customer and transacting third parties which has not occurred due to a fault of Mobitel. Any dispute, error and mistake in transactions must be resolved between the mCash Customer and the transacting party. Mobitel will facilitate the resolution and settlement of any dispute which has occurred due to a fault of Mobitel.

**12.4** Mobitel disclaims all liability on actions taken by Mobitel on the confirmation / transaction effected by mCash Customer using his/her PIN. Such confirmation shall be deemed irrevocable and binding on the mCash Customer upon receipt by Mobitel of the confirmation notwithstanding any error, fraud, forgery, negligence, lack of clarity or misunderstanding in respect of the terms of such confirmation.

## 13. Limitation of Liability and Indemnity

**13.1** To the fullest extent permitted by law, Mobitel shall exclude all liabilities arising from any interruptions, defects or breakdowns or any other cause resulting or relating to mCash Service and does not warrant uninterrupted services. Mobitel’s sole responsibility in this regard shall be to restore the mCash Account and mCash Service to normal operating order as soon as practically possible.

**13.2** Mobitel shall not be liable for any costs, loss or damage, or for loss of revenue, loss of profits or any indirect or consequential loss whatsoever as a result of the use of mCash Service or for whatever reason. Notwithstanding the above, entire liability of Mobitel in contract, tort (including negligence or breach of statutory duty) or otherwise to mCash Customer shall be limited to the value of the mCash transaction of the mCash Customer.

**13.3** The mCash Customer shall indemnify and keep indemnified Mobitel from any loss, damage, liability or expenses arising from any claims for fraud, negligence, libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the use of mCash Service, material transmitted, received or stored via mCash Service or part thereof and from all other claims arising out of any of the act or omission of the mCash Customer or any unauthorized use or exploitation of mCash Service or part thereof.

#### **14. Fees and Charges**

- 14.1** Mobitel reserves the right to vary and amend the fees and charges at any time with notification to the mCash Customer. The latest rates shall be made available on the Mobitel Website and displayed at the mCash Merchants.
- 14.2** The mCash Customer shall be responsible for the settlement of any other charges applicable for mCash Service, including but not limited to the charges such as utility bill settlement charges, mCash Merchant outlet charges, and for any other charges that Mobitel may impose from time to time with notice.

#### **15. Notice**

- 15.1** Any notice to mCash Customers shall be provided in any one of the following methods, the methods being by way of publishing on the Mobitel Website or at least in one Sinhala, Tamil and English newspaper in circulation or by electronic mail or by pre-paid post or by sending a text message to the MSISDN of the Customer.
- 15.2** Such Notice shall be deemed to have been duly served upon and received by the mCash Customers:
- (a) If published on the Mobitel Website, at the time of publication;
  - (b) If published in the newspaper on the day of such publication;
  - (c) If sent by electronic mail, at the time it was sent;
  - (d) If sent by pre-paid post, on the day following the dispatch of the prepaid letter;
  - (e) If sent by text message at the time the text message was sent.

I hereby declare and affirm that I am a resident of Sri Lanka and is above the age of 18 years and is the lawful registered owner of the MSISDN number. I declare and affirm that I will not use the mCash Service and/or the mCash Account for any activity prescribed as illegal under any law and that the sources of remittances and/or income to the mCash Account are lawful and are not generated through illegal activity. I declare that the all of the information provided by me for the use of mCash service are true and correct and in no way constitute a misrepresentation. Accordingly, I have read and understood the terms and conditions mentioned above and agree to be bound by the said Terms and Conditions and shall undertake to pay all fees and charges.

I hereby request that I be registered for mCash Services and that mCash Services be provided to me by opening an mCash Account.