



mCash Customer User Manual

Welcome to mCash

Congratulations! You're now a part of the biggest financial revolution in Sri Lanka. Could you imagine what a powerful role your mobile phone would play in the world of finance? Get ready because the transformational mobile money service is here; mCash will open the doors to an entirely new world of financial transactions whilst strengthening connections and providing you with simple and amazing services through your Mobitel connection because we care, always.

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1.0 Introduction to mCash

The mCash service allows Mobitel subscribers to make payments and transfer money in a very simple and convenient way. By registering for mCash, the user will be able to perform a variety of transactions, purchases and money transfers through the phone at any time and at any place.

Approved by the Central Bank of Sri Lanka.

mCash offers you the convenience of performing a whole new world of financial transactions right from your mobile;

1. Ease of operation.
2. Saves time
3. Facilities similar to banking
4. Transfer money to anyone within Sri Lanka
5. Receive money to your phone instantly
6. Bill payments
7. Pay Merchants with mCash
8. Manage and control your mCash account through your phone
9. Secure solution
10. Easy access
11. High speed transactions

2.0 Getting started with mCash

Registering for mCash is absolutely free of charge.

There are two types of mCash accounts available.

- 1) Basic mCash account- Allows a maximum hold value of Rs. 10,000.

With the Basic mCash Account you will be able to perform all mCash transactions. The upper limit on this account would be Rs. 10,000.

- 2) Enhanced mCash account- Allows a maximum hold value of Rs. 25,000.

If you feel that the Basic Account is insufficient to address your daily financial needs, you could easily upgrade to an Enhanced mCash Account which would have an upper limit of Rs.25,000. All that you have to do is to fill out an mCash Service Request Form and hand it over to the nearest Mobitel Branch.

2.1 Registration

- Dial #111# to access mCash USSD menu
- Select the preferred language (Sinhala/English/Tamil)
- Pick Yes option to accept our Terms and Conditions.
- Enter a PIN of your choice
- Re-enter the PIN for verification.
- Create the account and confirm it.

Your PIN (Personal Identification Number) is confidential. You must ensure that you protect the confidentiality at all times.

Alternatively you can visit a mCash Retail Outlet or a Mobitel branch and seek guidance from a customer care officer or call our hotline 1717 for help.

At the point of Registering your Mobitel connection, if the details provided are insufficient you will not be able to self-register for a mCash account. Such customers need to visit a Mobitel branch and re-register first. Upon registration you will be eligible to create a mCash account.

Please note the following:

- Only Sri Lankan citizens over 18 years of age are allowed to register for mCash.
- Corporate Clients will not be eligible to operate a mCash account.
- All registrants are required to have a valid NIC number.

You are all set up to experience the mCash service! Now you can perform the following transactions through your mobile phone

- Send Money
- Send Money with Withdrawal Fee
- Pay Mobitel Bills
- Pay Utility Bills
- Pay for Goods and Services
- Check Account Balance
- Manage Your Account (Change PIN, Change Language, Close Account, Mini Statement)

2.2 mCash Account Top up (Deposit Money)

Walk into any mCash Merchant and request for the Cash In service

- Step 1: Merchant initiates the transaction
- Step 2: Provide your mobile number and the amount you need to deposit
- Step 3: Hand over cash to the Merchant
- Step 4: You will receive a confirmation SMS along with the transaction details

2.3 Cash Out (Withdraw Money)

Walk into any mCash Merchant and request for the Cash Out service

- Step 1: Merchant initiates the transaction
- Step 2: Provide your mobile number and inform the amount you need to withdraw
- Step 3: Once the Merchant confirms the transaction you will receive a pop-up message on your phone requesting your PIN to authorize the transaction
- Step 4: Enter your PIN to authorize the transaction
- Step 5: You will then receive a confirmation SMS along with the transaction details
- Step 6: The Merchant will then hand over cash to you

2.4 Send Money

The recipient should be registered with mCash in order to receive money.

- Step 1: Dial #111# and select Send Money
- Step 2: Enter your PIN
- Step 3: Enter the Mobile number of the person you wish to transfer funds to
- Step 4: Enter the amount you wish to transfer
- Step 5: Confirm transaction
- Step 6: You will receive a receipt via SMS including the transaction details

2.5 Send Money with Withdrawal Fee

If you wish to, you could send the fee required when withdrawing cash, to the recipient.

- Step 1: Dial #111# and select Send Money with Withdrawal Fee
- Step 2: Enter your PIN
- Step 3: Enter the Mobile number of the person you wish to transfer funds to
- Step 4: Enter the amount you wish to transfer
- Step 5: Confirm transaction
- Step 6: You will receive a receipt via SMS including the transaction details

2.6 Mobitel Bill Payments

Step 1: Dial #111# and select "Mobitel Bill Payments" from the menu

Step 2: Enter your PIN

Step 3: Enter the amount you wish to pay

Step 4: Confirm the transaction

Step 5: You will receive a receipt via SMS including the transaction details

2.7 Utility Payments

Our service offers customers the convenience of settling various utility bills through their mCash account.

Prior to making Utility Payments you must register the Utility Service Provider.

2.7.1 Manage payee

Payee is a person to whom money is paid or is to be paid such as Mobitel, Ceylon Electricity Board, Water Board, Sri Lanka Telecom etc.

Step 1: Dial #111# and select "Utility Payments" the menu

Step 2: Select Manage Payee List

Add New Payee

Step 1: Select Add New Payee

Step 2: Select a Payee from the List

Step 3: Enter PIN

Step 4: Prompt to enter a preferred account name

Step 5: You will be prompted to enter the account number

Step 6: Re-enter the account number

Step 7: You will receive a Reference Number

Step 8: Account details will be sent through an SMS

Delete Payee

Step 1 : Select "Delete payee" to delete an unwanted payee.

Step 2 : Enter PIN(4 digits)

Step 3 : Enter the payee specific reference number

Step 4 : Confirm deletion.

View Payee

This list contains the entire host of payees and their specific reference numbers.

Step 1 : Select view payee list

Step 2 : Enter PIN(4 digits)

Delete Payee List

Step 1 : Select "delete payee list" to delete your payee list.

Step 2 : Enter PIN (4 digits).

Step 3 : Confirm deletion.

2.7.2 Pay Utility Bill

Option 01

A Customer who holds sufficient funds in his/her wallet has the facility to settle a bill through their mobile phone.

Step 1: Dial #111# and select "Utility Payments" from menu

Step 2: Select Pay Bill

Step 3: Select the relevant utility provider (CEB, LECO, Water Board etc.)

Step 4: Enter your PIN

Step 5: Enter the amount you wish to pay

Step 6: Confirm the transaction

Step 7: You will receive a receipt via SMS including the transaction details

Option 02

Bill payment through mCash merchant

Any mCash registered customer can walk in to a participating mCash outlet and request for bill payments and pay by cash.

Step 1: Walk into any mCash merchant outlet.

Step 2: Request for the service.

Step 3: Provide your mobile number and the reference number of the specific payee.

Step 4: Handover the relevant amount in physical cash to the Agent.

Step 5: You will receive a verification SMS after the completion of the transaction.

2.8 Institute Payments

You can also make payments to Institutes which are mainly service organizations such as government departments, commercial banks, insurance, finance & leasing companies, educational service providers etc.

2.8.1 Manage Institutes List

Step 1: Dial #111# and select "Institute Payments"

Step 2: Select Manage Institute List

This will lead you to the following 4 options.

- Add Institute
- Delete Institute
- View Institute List
- Delete Institute List

You can perform the above options, which are similar to the utility list management method.

2.8.2 Pay Institute

Step 1: Dial #111# and select "Institute Payments"

Step2: Select Pay Institute

Step 3: Select the Institute you wish to make the payment to

Step 4: Enter your PIN

Step 5: Enter the amount you wish to pay

Step 6: Confirm the Transaction

Step 7: You will receive a message confirming that the payment has been made.

2.9 Pay Merchant Direct

2.9.1 Merchant Direct Pay

Customer may pay a Merchant direct whenever a Merchant displays a Product Code for goods or services on offer. Here is how you can carry out direct payments.

Step 1: Dial #111# and select "Pay Merchant Direct"

Step 2: Select "Merchant Direct Pay"

Step 3: Enter your PIN

Step 4: Enter the Merchant Code

Step 5: Enter the Product Code

Step 6: Enter the amount that need to be paid

Step 7: Confirm the Transaction

2.9.2 Institute Direct Pay

Step 1: Dial #111# and select "Pay Merchant Direct"

Step 2: Select "Institute Direct Pay"

Step 3: Enter your PIN

Step 4: Enter the Institute Code

Step 5: Enter the Product Code

Step 6: Enter the amount

Step 7: Confirm Transaction

2.10 Pay for Goods & Services at mCash Vendors

2.10.1 Over the Counter Payments

Step 1: The Merchant initiates the transaction by informing you the amount of the bill

Step 2: Provide your mobile number

Step 3: Once the Merchant confirms the transaction you will receive a pop-up message on your phone along with the transaction details requesting your PIN to authorize the transaction

Step 4: Enter your PIN on your mobile to authorize the transaction

Step 5: You will then receive a confirmation SMS along with the transaction details

Step 6: The Merchant will hand over your goods / services to you

2.10.2 Online Payments

You could use your mCash account to make payments to Online Vendors.

Step 01 - Visit the mCash Vendor's website

Step 02 - Pick the items you wish to purchase and proceed to the check-out page. Here the final bill amount will be displayed.

Step 03 - Select mCash as the preferred payment method

Step 04 - Once you are directed to the mCash IPG page you are requested to enter your mobile phone number & the PIN

Step 05 - You will receive a confirmation message.

2.11 Check Balance

Customer has the facility to check the available balance on his/her mCash account.

Step 1: Dial #111# and select "Check Balance"

Step 2: Enter PIN

Step 3: You will be able to view the balance in your account

2.12 Manage Your Account

2.12.1 Mini Statement

You have the facility to view a mini statement of the last five transactions.

- Step 1: Dial #111# and select "Manage Your Account"
- Step 2: Select Mini Statement
- Step 3: Enter PIN
- Step 4: The Mini Statement will be delivered to your mobile as a sms

2.12.2 Change Language

- Step 1: Dial #111# and select "Manage Your Account"
- Step 2: Select "Change Language"
- Step 3: Select your preferred language
- Step 4: Enter your PIN
- Step 5: Confirm the change of language
- Step 6: You will be notified of the change of the preferred language via SMS

2.12.3 Change PIN

- Step 1: Dial #111# and select "Manage Your Account"
- Step 2: Select Change PIN
- Step 3: Enter current PIN
- Step 4: Enter new mCash PIN
- Step 5: Re-enter new PIN
- Step 6: You will be notified regarding the change of the PIN

2.12.4 Close Account

If you no longer wish to use the mCash Service you can close your account. You may close the mCash Account electronically if the account holds a zero balance. In case there is a balance then you are required to withdraw the balance prior to closing the account;

- Step 1: Dial #111# and select "Manage Your Account"
- Step 2: Select "Close Account"
- Step 3: Enter your PIN
- Step 4: Confirm the closure of the account
- Step 5: You will receive a confirmation message on the closure of the account

2.13 Cash In

2.13.1 Manage Institute List

Step 1: Dial #111# and select "Cash In"

Step 2: Select Manage Institute List

Step 3: Select Add Institute

Step 4: Select one of the following - Banks, Finance & Leasing

Step 5: Select an Institute listed under Banks/ Finance & Leasing

Step 6: Prompt to enter preferred account name, and enter account name

Step 7: Prompt to enter account number, and enter account number

Step 8: Prompt to re-enter account number, and re-enter account number

Step 9: You will receive an SMS with Account Reference number

Step 10: Once High Risk Verification is done a successful registration SMS will be sent to the Customer.

2.13.2 Cash In Process

Step 1: Dial #111# and select "Cash In"

Step 2: Select the option "Select Institute"

Step 3: Select the preferred Cash In source saved in the menu.

Step 4: Enter your PIN

Step 5: Enter the amount

Step 6: You will receive a confirmation SMS stating the amount that has been added to your mCash Account.

2.14 Merchant Information

mCash also provides you the facility to obtain information regarding Merchants through the mCash USSD menu.

Step 1: Dial #111# and select "Merchant Information"

Step 2: Select the option "Select Category"

Step 3: Select a category of your choice.

Step 4: Select a District

Step 5: Select the Merchant, whose information you require

Step 6: You will receive a message with the information of the Merchant

2.15 Reset PIN

If the customer has forgotten his/her PIN there's an option to reset the PIN.

- Walk into any Mobitel outlet.
- Fill in the Mobitel Mobile Money Service Request Form and submit.
- Upon validation of the details provided you will be allowed to reset your PIN and continue using the service

2.16 Detailed Statement

You can walk into any Mobitel Branch and request for a Detailed Statement of your mCash account by paying the Service Charge. The Detailed Statement will include transactions performed by you throughout the last 3 months

3.0 Use of mCash Account

- Please note that the accounts that are identified to have no transactions for six months will be marked as dormant.
- Account will be once again treated as normal if a transaction takes place from the 6th to the 12th month period.
- Account will be closed if there are no transactions for a period of 12 months

3.1 Mobile line disconnections and mCash Accounts

If your Mobitel Connection is Barred, due to any reason your mCash service will be blocked.

To withdraw cash in your mCash account you have to contact/walk into a Mobitel outlet for service.

- Fill out the Mobitel mCash Service Request Form.
- Submit the form.
- Cash out your remaining balance from the outlet.

Account ownership/limitations and validity.

- Only the MSISDN (Mobile Station International Subscriber Directory Number) registered users can continue the account ownership.
- If there are any alterations in mCash owner requirements, account will be closed.
- Each MSISDN will have a separate mCash account.
- A single mCash account shall not be linked to more than one MSISDN even if they are under the same user.
- mCash identifies users by their National Identity Card and the MSISDN (Mobile Station International Subscriber Directory Number).

3.2 Customer Detail Modification

If you wish to alter the details in your mCash Account,

- Walk into a Mobitel outlet with your registered NIC.
- Submit a written request/letter for changes.

3.3 Lost or Stolen Phones and mCash

3.3.1 Disconnection of the service

- Walk into a Mobitel outlet or log onto the website
- Make a written request about your need.
- Submit the required information (Name, NIC, Address, Last payment made to the account).

3.3.2 Re-connection of the service

- Walk into a Mobitel outlet.
- Submit a written request.

3.3.3 Lost / Misplaced phones

- Walk into a Mobitel outlet.
- Request for disconnection of the service temporarily or change the IMSI (International Mobile Subscriber Identity).

Annex 01 : Terms and Conditions

These terms and conditions shall govern the use of the mCash Services 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 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 a mCash Account by paying physical cash.
- 1.2** "Cash Out" means the process of obtaining physical cash by surrendering mCash in a mCash Account.
- 1.3** "Daily Transaction Limit" shall mean the maximum authorized cumulative value of transactions permitted for a 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 a 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

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 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.
- 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 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** The mCash Customer shall not breach any of its obligations under this Agreement.
- 4.4** The mCash Customer shall not register mCash Accounts fraudulently or impersonating another Customer, 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 authorities.
- 4.5** 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.
- 4.6** 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.
- 4.7** 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.

- 4.8** The mCash Customer shall immediately notify Mobitel upon receipt of suspicious information, incomplete and inaccurate data from Mobitel or any other third party/source.
- 4.9** 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.
- 4.10** 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.
- 4.11** 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.
- 4.12** 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. Procedure for reporting lost or stolen mobile phones

- 5.1** 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.
- 5.2** 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.
- 5.3** 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.
- 5.4** The mCash Customer shall be responsible for transactions done through the lost or stolen phone until reporting of same to the Mobitel Contact Centre.
- 5.5** Replacement of lost or stolen SIM card is subject to additional payments as determined by Mobitel.
- 5.6** Notwithstanding the aforesaid, Mobitel may reject mCash Customer's request to unblock a 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.

6. Customer Contact Centre

- 6.1** The mCash Customers may call 1717 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.

7. mCash Customer Dispute resolution

- 7.1** A mCash Customer may raise any dispute relating to a 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.
- 7.2** 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.
- 7.3** 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.

8. Termination

- 8.1** Mobitel reserves the right to terminate mCash Service at any time without assigning any reason whatsoever.
- 8.2** 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:
- 8.2.1** 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;
- 8.2.2** 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;
- 8.2.3** If the mCash Customer has submitted false documents or has declared false information during the application and registration with Mobitel.

8.3 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.

9. Effect of Termination / Suspension

9.1 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.

9.2 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.

9.3 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.

9.4 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.

10. 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.

11. Governing Law and Jurisdiction

11.1 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

- 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 that 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 a mCash Account.