



M-PESA MERCHANT TERMS AND CONDITIONS



OPERATION AND MERCHANT M-PESA TERMS AND CONDITIONS

Schedule 5-M-Pesa Merchant Terms and Conditions-Nov 2021

1. APPLICABILITY

These Terms and Conditions (“Conditions of Use”) together with the LIPA KWA SIMU application form shall apply and bind all Merchants who use M-PESA Services in connection to LIPA KWA SIMU provided by M-Pesa Limited (hereinafter referred to as “M-Pesa Limited”). The Conditions of use supersedes all other agreements entered into between the Merchant and M-Pesa Limited in relation to the provision of M-PESA services in connection to LIPA KWA SIMU

When you use or are created as a Merchant and or by executing the LIPA KWA SIMU Application Form (as annexed hereto) you agree to abide by these Conditions of Use. You therefore need to read and fully understand these Conditions of Use and if you do not agree with them, you must not proceed to register for and/or use the M-PESA Services. This terms shall be given to Merchant underneath by the Client together with registration form filled, signed and submitted to M-Pesa Limited.

2. DEFINITIONS AND INTERPRETATION.

2.1. In these Conditions of Use, unless the context otherwise requires, the following words and expressions shall have the following meanings;

“**Agreement**” means these Conditions of Use and a fully completed LIPA KWA SIMU application form executed by the Merchant.

“**Arbitrage Transaction**” prohibited transactions intended to take advantage of the services stipulated herein/falling outside the scope of these Terms and Conditions

“**Business Day**” means any day of the week not being a weekend (i.e. Saturdays and Sundays and days which are gazette as public Holidays within the United Republic of Tanzania);

“**Working Hours**” means any hours as from 09:00 to 17:00 within Business Days;

“**Business/Lipa Number**” means a LIPA KWA SIMU number issued by M-Pesa Limited to the Merchant through which the Merchant is identified and through which a Customer may make payments to the Merchant;

“**Settlement account**” means a Vodacom Mobile Subscriber Integrated Services Digital Network Number (MSISDN) owned by the Merchant for receiving funds from M-PESA Merchant account.

“**Confidential Information**” means without limitation, all information, software, data, manuals, concepts relating to the marketing methods, products, developments, business and financial affairs and trade secrets and other information of the value to a part and not generally known whether or not designated as “Confidential Information” or that is evidently confidential by its nature or the nature of the disclosure, and include the terms in these Condition of Use;

“**Customer**” means an M-PESA user who uses M-PESA System to pay E-Money due to the Merchant and the word “Customers” shall be construed accordingly;

“**Charges**” means all charges for Services, as published by M-Pesa Limited from time to time, including all applicable taxes

“**E-Money**” means the electronic value issued by M-Pesa Limited and representing an entitlement to an equivalent amount of the cash held by the custodial Trustee in respect of the acquisition of such electronic value;

“**Effective date**” means the date upon which the Merchant’s M-PESA Merchant Account is activated by M-Pesa Limited

“**EFT**” means Electronic Funds Transfer of the Merchant’s entitlement to cash held in its M-PESA Merchant Account, from the Trust Account to the Merchant’s designated bank account and include Real Time Gross Settlement transfers;

“**Force Majeure**” means anything outside the reasonable control of a Party including pandemic, an act of war or terrorism, the mobilization of armed forces, civil commotion or riot, natural disaster, industrial action or labor disturbance (excluding industrial action by employees of the Party or its subcontractors), currency restriction, embargo, or a failure of a public utility or telecommunications carrier;

“**Intellectual Property Rights**” means in respect of each party, such party’s proprietary rights, title and interest intellectual property of whatever nature, description or form, vesting in that part as at Effective Date or acquired by such

Party at any time after the Effective date and assignment of property rights through patents, copyrights and trademarks;

“**M-PESA Account**” OR “**M-PESA Merchant Account**” means the account belonging to the Merchant created in the M-PESA system through which the Merchant receives E-money payments from the customers;

“**M-PESA services**” or “**Service**” or “**LIPA KWA SIMU**” means the mobile money transfer services provided by M-Pesa Limited and envisaged under this Agreement through which Customers can make E-money payments to the Merchant;

“**M-PESA System**” means the system operated by M-Pesa Limited providing the M-PESA Services;

“**M-PESA Portal**” means the website portal through which the Merchant can facilitate Transactions using the M-PESA Services

“**GSM**” The Global System for Mobile communications (GSM) is a wireless telecommunication standard for digital cellular services

“**Network**” means Global System for the mobile telecommunication (“GSM”) system operated by Vodacom

“**Transaction**” means (as the context requires) receiving E-Money from customers in exchange for goods or services provided by the Merchant through the M-PESA System and includes reversals;

“**Transaction Limits**” means the set of transaction values that determine the maximum and minimum amount that a customer and or merchant can pay or transfer in a single transaction respectively communicated by Vodacom from time to time

“**Trustee**” means M-PESA Limited which holds the aggregate of all Payments and sums equivalent to all transfers of E-Money into the Merchant’s M-PESA Account from other Customers on trust for you in the Trustee Account;

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

“**Withdrawal Request Instruction**” means an instruction given to M-Pesa Limited by the Merchant requesting M-Pesa Limited to redeem Cash on the Merchant’s behalf in the Exchange of the E-Money Held in Merchant’s M-PESA Account and send it by EFT to the Merchant’s nominated bank account by any means necessary as requested by the Merchant.

“**Credit**” means (i) when the customer makes payment through the Merchant’s Business/Lipa Number (ii) when the Merchant deposits cash in the Trust Account in exchange of E-Money

“**Credit Balance**” means the amount of E-Money from time to time standing in the M-PESA Merchant Account excluding any pending or incomplete transactions;

“**Customer Care Service**” means Vodacom Customer Care Centre situated at Sam Nujoma Road, Mlimani City, Mlimani City Office Park, Dar es salaam or any regional Customer Care Centre;

“**Debit**” means the movement of funds from the M-PESA Account or Merchant M-PESA Account’;

“**Taxes**” means any and all assessments, levies, rates or taxes assessed, charged or levied by any town council, municipal council, city council or any revenue authority, under any applicable law, and includes penalties and costs

“**User Manual**” means a document or guideline or process describing the M-PESA System and its use;

“**We**” or “**us**” or “**our**” means M-Pesa Limited and (where applicable) the Trustee;

“**You**” or “**your**” or “**their**” or “**them**” means the Merchant;

2.2. In this Agreement, unless the context otherwise requires;

2.2.1. Word denoting the singular shall include the plural and vice versa and reference to the masculine gender shall include a reference to the feminine gender and neuter and vice versa;

2.2.2. References to clauses are references to the clauses of these Conditions;

2.2.3. References to “Parties” shall mean the parties to these Conditions being M-Pesa Limited and the Merchant and to “party” shall mean either of them as the context may indicated;

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2.2.4. The expression “Person” includes a natural person, body corporate, unincorporated Venture, Trust, Joint Venture, association, statutory corporation, state, state Agency, Governmental Authority or firm; and

2.2.5. Headings to clauses are used for convenience only and shall not affect the construction and interpretation of these Conditions.

3. OPERATION AND SCOPE

3.1. The Merchant agrees to abide by the M-PESA operational guidelines, processes and procedures as may be prescribed and recommended by M-Pesa Limited from time to time.

3.2. The Merchant shall be responsible for all taxes applicable to it as required by law. In the event that M-Pesa Limited is required by law to make any deductions or withhold tax then M-Pesa Limited shall make such deduction and or withhold and issue relevant statement or certificate thereof.

3.3. Where the Merchant is entitled to Commission, commission shall be paid by M-Pesa Limited directly to the Merchant through M-PESA

3.4. Use of M-PESA Services by The Merchant shall be subject to this Agreement and the M-PESA Portal access terms and conditions as per SCHEDULE 5 where the Merchant is entitled to an access to the M-PESA Portal

3.5. With effect from the Effective Date, M-Pesa Limited shall

3.5.1. Allocate a Business/Lipa Number through which Customers may make payments to the M-PESA Merchant Account through LIPA KWA SIMU service functionality on the Customer’s M-PESA Menu. For the avoidance of doubt the Business/Lipa Number or Business/Lipa Numbers remain the property of M-Pesa Limited and M-Pesa Limited may, with reasonable prior notice to the merchant, re-number, re-assign, re-allocate, or withdraw a Business/Lipa Number(s) PROVIDED that M-Pesa Limited shall not tamper with M-PESA Merchant Account balances.

3.5.2. Where the Merchant is entitled to an access to the M-PESA Portal, Grant secure access rights to the M-PESA Portal through which the Merchant may manage its M-PESA Account. For the Avoidance of doubt the M-PESA Portal is proprietary and any material downloaded from it is confidential information.

3.5.3. Provide customer care service support to the Merchant.

3.5.4. Provide customer care service support to the Customers using the Services in this Agreement.

3.5.5. Credit the Merchant’s M-PESA Merchant Account with E-money upon receipt of E-Money paid through M-PESA system;

3.5.6. Prepare on Demand and in any event within three days (3) Business Days (the “Settlement Period”) an EFT of the Cash equivalent of accrued E-Money (less any charges and commissions) to the Merchant upon receiving a withdrawal Request Instructions even if instructed by your Client. All Bank charges applicable under this provision shall be borne by the Merchant

3.5.7. M-Pesa Limited reserves the right to change this Agreement and or charges including commission payable (if entitled as part of M-Pesa Limited strategic) to the Merchant for provision of Services in this Agreement as a direct result of new legislation, statutory instrument, Government regulations or licenses, rates of exchange, imposition or alteration of government tax or as a result of any review of M-Pesa Limited’s business planning, changes within the industry, recommendations from regulatory bodies or for such other reason as it may in its sole discretion determine by M-Pesa Limited

3.6. With effect from the Effective Date, the Merchant shall;

3.6.1. Reconcile receipt payments received on the M-PESA System through the M-PESA Merchant Account;

3.6.2. Initiate Withdrawal Request instructions to M-Pesa Limited for redemption of accrued E-Money;

3.6.3. Immediately notify Vodacom Customer Care Services upon Customer Request for refund of any payment made to the Merchant M-PESA Account by mistake or for non-provision of services or goods by the Merchant,

3.6.4. Permit data to be processed as the results of either giving us instruction through our systems or in connection to third parties for the purpose of either providing services or introducing value added services or new products or promotion.

3.6.5 Use the Lipa Number strictly for Pay only transactions. It is herein prohibited to use the Lipa Number for any other transactions (Arbitrage Transactions).

3.6.5.1. M-Pesa Limited reserves the right to review your charge/tariff and set charges as per clause 6 in circumstances where the Lipa Number is used for any other transactions outside the operation and scope stated herein. The exercise of the foregoing right is in addition to any other rights M-Pesa Limited might have against you for breach of this Conditions of Use.

3.6.6. The Merchant agrees that for the purpose of indemnification or compensation for the case whereby you use the Merchant system out of the agreed normal required operations, M-Pesa Limited may withhold any amount whether in the Merchant’s M-Pesa Account or otherwise that is due and payable to compensate M-Pesa Limited in order to cover for losses incurred due to transactions performed out of the agreed services and where the same is not enough, the Merchant shall pay the balance thereof. The Merchant further agrees that M-Pesa Limited shall have a right to withhold the available amount under this Agreement upon failure by the Merchant to pay M-Pesa Limited any outstanding amounts by the due date arising from other misuse of contractual relationships with M-Pesa Limited

4. ACTIVATION OF THE M-PESA ACCOUNT.

4.1. This Agreement shall come into effect upon activation of the M-PESA Merchant Account by M-Pesa Limited following; (i)the acceptance of terms and conditions in this Agreement and (ii)successful completion of Merchant KYC vetting procedures conducted by M-Pesa Limited. KYC documents shall include but not limited to a certified copy of the Valid Merchant Identity Card, TIN Number, VAT Registration Number and a Business License.

4.2. If the Merchant fails to produce the necessary KYC documents as set out in 4.1 above M-Pesa Limited shall refuse to activate the M-PESA account and accordingly advise the Merchant as such. For the avoidance of doubt, M-Pesa Limited’s refusal to activate the M-PESA account shall neither confer on the Merchant any right to contest M-Pesa Limited’s decision nor give rise to any legal claim against M-Pesa Limited.

4.3. Where after activation of the M-PESA Merchant Account M-Pesa Limited finds any discrepancy in the KYC documents submitted by the Merchant, M-Pesa Limited shall be entitled to deactivate the Merchant M-PESA Account immediately.

5. REVERSALS

5.1. The Merchant shall within a reasonable period (but in any event no later than 72 hours) initiate and complete reversal transactions where payment made to it, is manifestly made in error or mistake by the Customer.

5.2. Where the Merchant fails to initiate and complete the reversal in accordance with clause 5.1 above in the event of a manifest error or mistake, then the



Merchant Consents M-Pesa Limited to initiate and complete the reversal immediately.

5.3. Where a dispute in relation to a reversal arises, M-Pesa Limited may suspend the M-PESA Merchant Account to facilitate harmonious resolution of the dispute.

5.4. In case customer requests for reversal and the Merchant is not reachable within a reasonable time as specified in clause 5.1 means should be considerable reversible by M-Pesa Limited.

5.5. In case of any dispute between the Merchant and the customer with regard to clause 5.4; M-Pesa Limited shall hold the funds and when necessary suspend the M-PESA Merchant Account to give window time to commence legal proceedings or allow the Merchant to open the case to police station or any law enforcement authority for further action.

5.6. The Merchant shall comply with all standards or directives in force from time to time including any guidelines, policies and procedures to that effect as may be issued by M-Pesa Limited.

6. M-PESA SERVICE FEES

The M-PESA Services in this Agreement shall be subjected to the charges within transaction limits approved by M-Pesa Limited from time to time. M-Pesa Limited may from time to time vary the charges and Transaction limits values at its own discretion. M-Pesa Limited will notify the Merchant on the varied charges and or Transaction Limits via SMS or Merchants email or mobile application or its website.

7. CONFIDENTIALITY

7.1. Each party warrants that it will treat in confidence all confidential information which it acquires as a result of the operation of this Agreement and to afford it the same protection afforded to its own Confidential Information.

7.2. Neither part will reveal any confidential information to any third party (including public statements) without the written consent of the disclosing party, except where such information is already in the public domain, has been legally acquired by the third party, or where disclosure of the confidential information is ordered by a court or other competent authority.

7.3. M-Pesa Limited may disclose the Merchant's Confidential information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to;(a)comply with regulatory requirements(b) legal process;(c)enforce the terms of this Agreement;(d)respond to claims that the Merchant's use of the M-PESA Service violates the rights of third-parties; (e)by instruction given by Merchant via system or written to effect transactions, status of transaction(s) to third parties via system or (f)protect the rights, property, or personal safety of M-Pesa Limited, its subscribers and the public. Where such information is required for any of the purposes above, the Merchant shall provide such assistance as may be reasonably required by M-Pesa Limited to ensure compliance.

7.4. The Merchant shall not at any time during or after the termination of this Agreement use or disclose to any third party any Confidential Information includes but not limited to the transactions statement except with the written consent of M-Pesa Limited.

8. WARRANTIES, INDEMNITIES & LIMITATION OF LIABILITY

8.1. The Merchant represents and warrants that none of its senior officers or directors (i) has ever been convicted of any crime (other than minor traffic offences); and (ii) has ever been charged of any crime relating to fraud, embezzlement, theft, money laundering, financing terrorism or terrorist organizations, receiving stolen property, or illegal drugs or other controlled substances anywhere in the world. The Merchant shall notify M-Pesa Limited in

writing within forty-eight (48) hours after any of these representations and warranties cease to be true.

8.2. The Merchant warrants that it has obtained all the necessary approvals (whether internal or regulatory) to use the Service.

8.3. Each party shall indemnify the other, and keep each other indemnified, from and against any and all loss, damage or liability, costs and expenses (including legal expenses) howsoever arising and incurred by the other party resulting from (i) any breach of this Agreement; or (ii) any third party claim in respect of any matter arising from any person's conduct, provided that the liability has not been incurred directly through any default either party in relation to this Agreement

8.4. M-Pesa Limited shall not be liable for any indirect loss, loss of profit or and consequential loss arising from any claim in this Agreement

8.5. The Merchant shall indemnify and defend M-Pesa Limited against ,and pay any final judgment or regulatory award against M-Pesa Limited resulting from third party claims arising from the use of the Services leading to loss or damage (including consequential loss or damage where the proximate cause of such loss or damage is attributable to the Merchant's negligence, fraud, recklessness ,indifference, delay or failure to receipt or acknowledge a Customer's Payment after the Customer has made payments to the Merchant

8.6. M-Pesa Limited shall not be liable to The Merchant or any other person where;

8.6.1. The transaction amount sought by the customer is within the Transaction Limits as communicated by M-Pesa Limited from time to time;

8.6.2. The customer has entered incorrect details and the payment is made to the wrong Merchant;

8.6.3. The Merchant's hardware, software or internet provider's service is dysfunctional;

8.6.4. The transaction is suspicious or fraudulent

8.6.5. The transaction details received are incorrect;

8.6.6. The merchant receipt of funds is intercepted by the Court of Law or Regulatory Authority to be illegal or

8.6.7. Unforeseen circumstances which prevent the execution of a transaction despite any reasonable precautions taken by M-Pesa Limited;

8.6.8. M-Pesa Limited shall use reasonable efforts to maintain access to its Network and the M-PESA System through the term of this Agreement but M-Pesa Limited does not warrant that they shall be functioning and/or available at all times. Such access is not fault-free and may be affected by factors outside M-Pesa Limited's control such as atmospheric conditions, type of mobile equipment in use, physical or topographical features, radio frequency interference, third party services the Merchant uses on the Network or compliance with Applicable Law. Access to the M-PESA Service may also be temporarily interrupted during upgrading, maintenance and other works that may be required.

9. SUSPENSION AND DISCONNECTION OF THE SERVICES

M-Pesa Limited may, with reasonable notice where practicable, suspend or disconnect the availability of the Service to the Merchant wholly or partially for any reason, including without limitation to the following, where

(i) The Merchant fails to comply with any laws, rules or regulations of Tanzania and or fail to comply with processes, guidelines and or procedures provided by M-Pesa Limited from time to time regarding the service;

(ii) The Merchant fails to observe any term or obligation set out herein; or

(iii) The Merchant carries prohibited activities using the M-PESA services as set out in Clause 12 or

(iv) If we are aware or suspect or have reason to believe that your Mobile Equipment or the MSIN/PIN number used in relation to the M-PESA Services is/are being used or has been so used previously, in an unauthorized, improper or fraudulent manner or for criminal activities or

(v) If you notify us that your Mobile Equipment or SIM Card has been lost or stolen or your PIN has been lost or disclosed to any other party or

(vi) If you do anything or allow anything to be done with your Mobile Equipment or SIM Card which we think may damage or affect the operation, revenue or security of the Vodacom Network or the M-PESA Services or

(vii) For reasons of force majeure and outside of our control or upon receipt of your request to close or suspend the same

(viii) Users/Operator with no activity within or more than 30 days are disabled/suspended/closed/set to dormant

(ix) Where a Lipa Kwa (Merchant Account) number is inactive (not in operational) continuously for more than 90 days. For the avoidance of doubt, an 'inactive Lipa Number' is one which has received less than 10 payments on a monthly basis.

10. TERMINATION

10.1. Termination on Notice

This Agreement may be terminated (i) by M-Pesa Limited giving thirty (30) days prior notice of termination without assigning any reason (ii) if either of the Parties commits a breach of any material obligation imposed on it in terms of this Agreement and fails to remedy such breach within a period of 14 (Fourteen) days from the date on which written notice is given to the party in breach without prejudice to the right to hold the Defaulting Party liable in damages as a result of such termination.

10.2. Termination by M-Pesa Limited

10.2.1 M-Pesa Limited may terminate this Agreement immediately if the Merchant uses or is reasonably suspected of using the M-PESA Service in furtherance of any unlawful or criminal activity or for any conduct prohibited under clause 12.

10.2.2 M-Pesa Limited may terminate this Agreement with immediate effect if the M-PESA Merchant Account remains inactive or dormant continuously for a period of 90 days. For avoidance of doubt, an 'inactive or dormant M-PESA Merchant Account' includes one which has not received any payments from customers for a continuous period of 90 days.

10.2.3 M-Pesa Limited may terminate with immediate effect this Agreement upon failure by the Merchant to provide services or close its business for which the Business/Lipa Number was provided by M-Pesa Limited under this Agreement

10.2.4 M-Pesa Limited may terminate this Agreement with immediate effect in the event that the Merchant is unable to provide the M-PESA Services on a regular basis or is subject of frequently and sustained Customer complaints

10.2.5 M-Pesa Limited may terminate this Agreement with immediate effect if the Merchant uses or is reasonably suspected of using M-PESA service to defraud M-Pesa Limited or M-PESA customer or involved in any action of fraudulent activity deliberately or non-deliberately.

10.3. Termination not to Affect Remedies

The termination of these Condition of Use shall be without prejudice to all accrued rights and obligations of the Parties under Agreement and to all obligations under this Agreement expressed to continue or take effect after expiration or termination.

11. TAXES

11.1. The Merchant shall solely determine, collect, remit and declare all taxes and income resulting from or in consequence of using The Services to the relevant tax authority and to pay all taxes levies and fees due on such income. M-Pesa Limited shall not be liable to the Merchant for any failure by the Merchant to comply with its obligations under this clause and the Merchant shall indemnify M-Pesa Limited for any loss or damage arising from any failure to comply with its obligations under this clause.

11.2. Each Party shall bear and be responsible for its own taxes, charges, impositions or levies imposed by law.

12. PROHIBITED USAGE & CONDUCT

12.1. You agree to not use the Services to;

a) Conduct anything that is unlawful, harmful, threatening, abusive, harassing tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or criminal;

b) Impersonate any person or entity, including, but not limited to, a M-Pesa Limited official, fellow user, or falsely utter or otherwise misrepresent your affiliation with a person or entity;

c) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or Transaction transmitted through the Service;

d) Conduct anything that makes available any content or information that you do not have a right to make available under any law or order contractual or fiduciary relationships (such as inside information, system information(s), proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements;

e) Conduct any activity that infringes any intellectual property rights;

f) Conduct any activity whether solicited or unsolicited, relating to or remotely connected to SPAM, junk mail, pyramid schemes, pornography, unlicensed gaming or gambling or any other form of solicitation;

g) Conduct any activity that makes available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

h) Conduct any business that interferes with or disrupts the Service or servers or Networks connected to the Service, or disobeys any requirements, procedures, policies or regulations of networks connected to the Service;

i) Conduct any business that intentionally or unintentionally violates any applicable local or internationally law or regulation;

j) Collect or store personal data about other users without their express authority; or

k) Aggregate payments or create collection accounts on behalf of third party persons without the written consent of M-Pesa Limited.

l) Perform any transactions that are outside the scope of this Conditions of Use (Arbitrage Transactions).

13. PREVENTION OF MONEY LAUNDERING SANCTIONS AND TRADE/EXPORT CONTROL LAWS



13.1. The movement of money through the M-PESA System which is or which forms part of the proceeds of any crime or which is intended to facilitate, aid or finance the commission of any crime is expressly prohibited.

13.2. The Merchant shall ensure that all its staff and officers responsible for the Merchant business comply with the Applicable Laws relevant to this Agreement. The Merchant shall have an obligation to notify M-Pesa Limited in the event of a breach of such laws or a change of status in respect of Sanctions and Trade controls. In such circumstances, M-Pesa Limited shall have the right to suspend services or terminate the agreement with immediate effect and without liability.

13.3. Pursuant to clause 13.2 above applicable Law means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, each as relevant to (i) M-Pesa Limited in the provision/receipt of the Services and/or (ii) the Merchant in the receipt/provision of the Services or the carrying out of its business. Such laws specifically include Sanctions and Export controls restrictive measures.

13.4. The Merchant staff and officers shall adhere to the know your customer (KYC) and customer identification procedures in the course of performing transactions requested by customers including accepting of "LIPA kwa Simu" and effecting payments.

13.5. Notwithstanding anything to the contrary contained in this Agreement, M-Pesa Limited shall be entitled to forthwith terminate this Agreement (without prejudice to any of M-Pesa Limited's rights in terms of this Agreement or at law including, but not limited to, any right to claim damages) in the event that M-Pesa Limited reasonably and in good faith determines that the Merchant has breached any of its obligations contained in this clause.

13.6. Upon termination of this Agreement by M-Pesa Limited pursuant to this clause the Merchant shall not be entitled to payment if any under this Agreement and shall have no claim of whatsoever nature against M-Pesa Limited arising out of such termination.

14. GOVERNING LAW AND JURISDICTION

The validity, construction and interpretation of this Agreement shall be governed by the laws of Tanzania.

15. DISPUTE RESOLUTION

Any dispute arising from or in connection with this Agreement which the parties have failed to resolve themselves within Thirty (30) days from a complaint from either party, shall be referred by either party to any court of competent jurisdiction to adjudicate or refer the same

16. AMENDMENT

This Agreement, including its schedules may be amended by M-Pesa Limited by way of bulletin, and notice. You acknowledge that such bulletin or notices shall

be binding and shall have full legal force as if they were contained in this Agreement.

17. ASSIGNMENT

This Agreement may not be assigned by the Merchant, without the prior written consent of M-Pesa Limited. M-Pesa Limited may assign any right or obligation under this Agreement without the prior written consent of the Merchant.

18. NOTICES

Except as otherwise specified in this Agreement, all notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and be delivered personally or by courier or sent by email or SMS to the Merchant.

19. WAIVER

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach. All waivers must be in writing and signed by the party waiving its rights.

20. SEVERABILITY

Any provision of this Agreement held by a court of competent jurisdiction to be contrary to any law shall be severed from the agreement, but such severance shall not render the remaining provisions of this Agreement will remain in full force and effect.

21. FORCE MAJEURE

If a Force Majeure event occurs which prevents either M-Pesa Limited or the Merchant from performing any of its obligations under this Agreement, the affected Party is not liable to the other and will be released from its affected obligations for the period of the Force Majeure event, provided that the defaulting Party has taken reasonable precautions to avoid the Force Majeure event occurring, uses its best endeavors to minimize the consequences of any adverse effects that any failure in performance shall have on its obligations under this Agreement and returns performance to normal as soon as reasonably possible..

22. This Agreement may be executed in any number of counterparts, either electronically or manually, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.