

TERMS AND CONDITIONS

These are the terms and conditions upon which you may use the Instacash Services and products offered by Instacash Technologies Pty Ltd "Instacash" ("Conditions of Use"). The acceptance of which constitutes a binding contract between yourself, Instacash

1. ACCOUNT OPENING AND ACTIVATION

- 1.1 Any mobile phone subscriber in Eswatini may register for the Instacash Services provided they have an active mobile phone number.
- 1.2 A customer can choose from one of the Eswatini network providers.
- 1.3 You will be required to provide the original document of the following.
 - 1.3.1 Certified copy of National Identity
 - 1.3.2 Proof of residence
- 1.4 You will also be liable to pay all applicable tariffs for your use of Instacash Services and such Tariffs will be deducted from any source account within the Instacash system for transfer transactions and other services will be deducted directly from your Instacash Account.
- 1.5 You may register for Instacash Services through/at any of the following;
 - 1.5.1 Instacash agent outlets/branches;
 - 1.5.2 Instacash customer sales representatives (CSRs);
 - 1.5.3 Instacash Customer Support Centres.
- 1.6 Upon registering as a Client, you will be required to provide the following information at the point of each and every transaction cash-out/in at the Agent outlet or location for identification, which must be.
 - 1.6.1 Your Full names
 - 1.6.2 Your identification (ID/Passport)
 - 1.6.3 Your mobile phone number
- 1.7 You must also sign for all transactions with the agent.
- 1.8 You should be aware of your outstanding Instacash Account balance.

2. INSTACASH SERVICES

- 2.1 Instacash Services will be accessed via the USSD technology (*365#), Point of Sale Terminals/technology, Internet technology- mobile application or any other equipment / approved by Instacash.
- 2.2 Confidentiality of your communications via your Mobile Operator Network is not guaranteed as Instacash does not have direct control of your SIM card usage and management.
- 2.3 You are advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient.
- 2.4 We cannot accept any liability for any loss, injury or damage whether direct or consequential arising out of any such compromise of confidentiality.
- 2.5 You must comply with any instructions that may be given to you from time to time about the Instacash Services.
- 2.6 Toll Free number and to other designated toll free numbers, a call charge may be levied to you depending with your network provider applicable tariff.
- 2.7 Standard USSD rates will be charged to customers accessing Instacash services.
- 2.8 Your calls, emails or SMS's (to and from Instacash call centre) may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorised use of our telecommunications system and detection and prevention of crime.

3. TRANSACTIONS

On being provided with an Instacash Account and PIN, you will be able to perform the following transactions:

- 3.1 The exchange of E-money for cash at any Agent by sending a transfer Instruction to Instacash System to which the Agent will pay the equivalent amount of cash to you.
- 3.2 The transfer of E-money to another Customer is performed through transfer instruction using the Instacash system, specifying the customer's account (Mobile Number) and the amount to be transferred.

4. Tariffs

- 4.1 Tariffs as published are payable to Instacash for each and every transaction effected from your Instacash Account.
- 4.2 The Tariff Guide is available from Instacash Head Office or by accessing Instacash Website (www.instacash.co.sz), agents or participating institutions.

5. SUSPENSION AND DISCONNECTION OF SERVICES AS WELL AS CLOSURE OF YOUR ACCOUNT

We may suspend (bar), restrict or terminate the provision Instacash Services;

- 5.1 If you do not comply with any of the terms and conditions relating to Instacash Services including these Terms and Conditions of Use,
- 5.2 If you notify us that your Mobile phone has been lost or stolen or destroyed/spoilt or your PIN has been lost or disclosed to any other party.
- 5.3 If the client phone number or PIN number used in relation to Instacash Services is/are being used in an unauthorised, unlawful, improper, fraudulent manner or for criminal activities

6. SECURITY AND UNAUTHORISED USE

- 6.1 You are responsible for the safekeeping and proper use of your Mobile Equipment, for keeping your PIN and your Security Code and for all transactions that take place on your account using your PIN.
- 6.2 Your Security Code will be used to confirm your identity when you call Instacash Call Centre, but must NOT disclose your PIN to any person including the staff at the Instacash Call Centre.

7. STATEMENTS

- 7.1 You may obtain a balance enquiry or mini statement from your Mobile phone or equipment and query any transactions effected using your Mobile Phone or Equipment.

8. FAILURE OR MALFUNCTION OF EQUIPMENT

- 8.1 We are not responsible for any loss arising from any failure, malfunction, or delay in any Mobile Phone Networks, Mobile phone handsets, the Internet or terminals or any of its supporting or shared networks, resulting from circumstances beyond our reasonable control.

9. NOTICES

- 9.1 We are entitled to send information to you via SMS to the contact Mobile Phone number supplied when registering for Instacash Services. These SMS's are for information purposes only.
- 9.2 You should send any legal notice at:
Instacash, P.O. Box A635, Mbabane - Eswatini, or delivered to physical address Head Office, (Swazi plaza, Development house, suite 202)

10. JURISDICTION AND ARBITRATION

- 10.1 This Agreement is governed by The Kingdom of Eswatini Laws.
- 10.2 Any dispute under this Agreement will be first referred to the Regulator- Central Bank of Eswatini.