



## 1. The Agreement

These are the terms and conditions upon which you may use the M-PAiSA Services (as defined herein) provided by Amalgamated Telecom Kiribati Limited (ATHKL)

(‘Conditions of Use’) the acceptance of which constitutes a binding contract between yourself and ATHKL. When you register as an M-PAiSA Customer 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-PAiSA Services.

## 2. Definitions

The following definitions relate to these Conditions of Use:

2.1 “**M-PAiSA**” is a ATHKL Mobile money service that enables you to send and receive money(E-value) in Kiribati, make business payments and receive money from abroad directly on your mobile. M-PAiSA is available to registered subscribers on the ATHKL network.

2.2 “**Account**” means your M-PAiSA Account, being the record maintained by us of the amount of E-Value from time to time held by you and represented by an equivalent amount of cash held by ATHKL on your behalf.

2.3 “**Agents(s)**”, or “**M-PAiSA Agent(s)**” or “**Authorised M-PAiSA Agent(s)**” means person(s) or entities registered by ATHKL to provide M-PAiSA Services, details of who may be obtained by calling ATHKL’s customer care number on 100.

2.4 “**Agreement**” means these Conditions of Use together with the Registration.

2.5 “**Charges**” means the Tariffs and other charges payable by you under this Agreement for use of the M-PAiSA Services.

2.6 “**Conditions of Use**” means these terms and conditions as may be varied by us from time to time.

2.7 “**Credit Balance**” means the amount of E-Value from time to time standing to the credit of your Account.

2.8 “**Credit Transaction**” means any transaction which results in your Account being credited with E-Value as verified by M-PAiSA.

2.9 “**Customer**” means you and every other person in whose name an Account for the M-PAiSA Services is registered.

2.10 “**Customer Referee Letter**” shall refer to the template of letter which may be provided to you by the M-PAiSA Agent which you are required to complete if you do not have sufficient documents to verify your identification as part of the registration process.

- 2.11 “**ATHKL Customer Care**” means access to ATHKL’s customer care you can gain by calling 100
- 2.12 “**Debit**” means the movement of funds out of your Account.
- 2.13 “**Debit Transaction**” means any transaction which results in a Debit of E-Value from your Account as verified by M-PAiSA.
- 2.14 “**E-Value**” means the electronic value recorded in your Account, such electronic value representing your proportionate entitlement to the cash amounts held by ATHKL on behalf of you;
- 2.15 “**ID**” means your identification in the form of documentary evidence as required by the M-PAiSA Agent in order to proceed with all Agent related transactions, that is, registration for M-PAiSA services, cash withdrawals and cash deposits. Such documentary evidence may be in the form of (either one, a few or together all) a Passport, KPF Card, Driver’s License and Student ID
- 2.16 “**Mobile Equipment**” means your Mobile Phone and SIM Card or other equipment which when used together allows access to M-PAiSA Services
- 2.17 “**Mobile Phone**” means your mobile phone handset.
- 2.18 “**M-PAiSA Services**” means the services provided by ATHKL for the issue and redemption of E-Value and the transfer of E-Value between Customers on the basis of Transfer Instructions including the recording of all Transactions, verifying and confirming all Transactions concluded and updating Customer Account records.
- 2.19 “**M-PAiSA System**” or “M-PAiSA” means the system operated by ATHKL providing the M-PAiSA Services.
- 2.20 “**M-PAiSA Website**” refers to the M-PAiSA Section on website address [www.ATHKL.com.ki](http://www.ATHKL.com.ki)
- 2.21 “**MSISDN**” means the mobile station identification number issued to you with the SIM Card and corresponding identity number and PUK for accessing the Network
- 2.22 “**Network**” means the ATHKL mobile telecommunications network in Kiribati.
- 2.23 “**Outlet**” means any shop, unit or other retail premises operated by an M-PAiSA Agent.
- 2.24 “**Payments**” means money paid to an M-PAiSA Agent, for the purchase of an equivalent amount of E-Value sums credited to your Account, any such monies thereafter being held by ATHKL for you as specified herein.
- 2.25 “**PIN**” means your personal identification number being the secret code you create at the time of activating your account and that must only be known to you as the M-PAiSA account holder which you shall use to access and operate your Account.
- 2.26 “**Pre-paid Recharge**” means mobile phone calling credit on ATHKL’s Network.
- 2.27 “**SIM Card**” means the subscriber identity module which when used with the appropriate Mobile Equipment enables you to use the M-PAiSA Services.
- 2.28 “**SMS**” means a short message service consisting of a text message.
- 2.29 “**Activation Code**” means the one-time 4-digit PIN sent to you on registration for the purpose of activating your Account.
- 2.30 “**Tariffs**” means actual charges for use of the M-PAiSA Services
- 2.31 “**Tariff Guide**” means a catalogue published for the Tariffs payable for the M-PAiSA Services, as updated from time to time.
- 2.32 “**Transactions**” means any of the transactions specified in Clause 8.5.
- 2.33 “**Transfer Instructions**” means instructions given via USSD for the transfer of E-Value from one Customer to another.

2.34 “**USSD**” means Unstructured Supplementary Service Data being session based protocol used to access the M-PAiSA menu

2.35 “**we**” or “**us**” or “**our**” means ATHKL

2.36 “**you**” or “**your**” means the Customer.

### **3. Application for Account**

3.2 You will be liable to pay applicable Tariffs for your use of the M-PAiSA Services and such Tariffs may be deducted directly from your Account.

3.3 You may register for M-PAiSA Services with any Authorised M-PAiSA Agent. There are no charges to register for M-PAiSA and can be opened with \$0 balance. There are no monthly service fees deducted from your M-PAiSA account.

3.4 Upon registering as a Customer, you will be required to provide the following information:-

(i) your name, occupation and mobile number;

(ii) your residential and postal addresses;

(iii) your home telephone number and any other relevant telephone numbers;

(iv) any other information which the M-PAiSA Agent reasonably requests from time to time as required by ATHKL in compliance with its Know Your Customer requirements for financial transactions.

3.5 All information provided must be complete and accurate in all respects.

3.6 We may decline your application at our sole discretion.

3.7 We may refuse to open an Account for you if we are not satisfied with proof of your identity despite provision by you of all the particulars listed in clause 3.4

3.8 Upon registration with M-PAiSA and approval of your registration, you will be provided with an Activation Code which must be used immediately to activate your account. You will be asked to input/choose your secret PIN and this must be kept secret at all times. You will then be entitled to use the M-PAiSA services with immediate effect.

3.9 You may register once for M-PAiSA and if your registration is approved, you may hold one M-PAiSA account at any one time. You must not endeavor to register for a subsequent M-PAiSA account whilst being the holder of a current M-PAiSA account. ATHKL excludes liability for unauthorized registrations.

### **4. The M-PAiSA Services**

4.1 The M-PAiSA services are made available to you subject to these Conditions of Use:-

4.1.1 Although we will try to ensure that you are able to make full use of the Network access M-PAiSA Services within the coverage area, we do not guarantee that the M-PAiSA Services will be available at all times and we will not be responsible or liable for any loss whatsoever or howsoever arising as a consequence of non-availability of the M-PAiSA Services. The M-

PAiSA Services are not fault-free and factors including (but not limited to) acts of God, geographical topography, weather conditions, planned maintenance or rectification work on the Network may interfere adversely with the quality and provision of the M-PAiSA Services.

4.1.2 The SIM Card will at all times remain our property and is issued to you together with the MSISDN subject to these Conditions of Use. In the event of damage to, loss or theft of the same, you are obliged to inform us immediately of such damage, loss or theft by telephoning Customer Care Centre. We will then disable such damaged, lost or stolen SIM Card so as to prevent further use of the M-PAiSA services until the same has been replaced or repaired. A replacement or repair fee may be applicable and you will be responsible for all Charges and transactions effected up to the time of receipt by us of your notification of the damage, loss or theft. You will be required to indemnify us against any claims made in respect of any Transactions effected with your Mobile Phone and SIM prior to such notification being received.

4.1.3 Your privacy is important to us. We will take reasonable steps within our control to ensure that customer information is kept confidential.

4.1.4 You accept that we may disclose or receive personal information or documents about you:-

4.1.4.1 to and from local and international law enforcement or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of criminal activities or fraud;

4.1.4.2 to and from our service providers, dealers, agents, or any other company that may be or become our subsidiary, parent company or partner, for reasonable commercial purposes connected to your use of the mobile service or the M-PAiSA Services, such as marketing and research related purposes upon approval from you during registration;

4.1.4.3 to facilitate our ability to carry out any activity in connection with a legal, governmental or regulatory requirement;

4.1.4.4 to our lawyers or auditors or to the applicable court in connection with any legal or audit proceedings (notwithstanding that any such proceedings may be of a public nature.)

4.1.5 With the exception of calls made to our Customer Care numbers and to other designated toll free numbers, a minimum call charge may be levied in accordance with the applicable Tariff.

4.1.6 Your calls, emails or SMSs may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorized use of our telecommunications system and detection and prevention of crime.

## **5 Acceptance and Commencement of Conditions of Use**

5.1 You are deemed to have accepted these Conditions of Use as amended from time to time and which take effect;

5.1.1 Upon Registration; or

**Comment [RK1]:** When customers register for M-PAiSA they will get a choice if they want to Opt in to receive promotional text messages

5.1.2 Upon the initial activation of the M-PAiSA System by use of your Activation Code.

## 6. Suspension and Disconnection of the Services/Closure of Account

6.1 We may suspend (bar), restrict or terminate the provision of the M-PAISA Services (in whole or in part) and /or close your Account without informing you and without any liability whatsoever (although, we will, where possible, try to inform you that such action is or may be taken) under the following circumstances:-

6.1.1 if we aware or have reason to believe that your Mobile Equipment or the MSISDN/PIN number used in relation to the M-PAiSA Services is/are being used in an unauthorized, unlawful, improper or fraudulent manner or for criminal activities (or has been so used previously);

6.1.2 if you do not comply with any of the conditions relating to the M-PAiSA Services including these Conditions of Use;

6.1.3 if you notify us that your Mobile Equipment has been lost or stolen or your PIN has been lost or disclosed to any other party;

6.1.4 if you do anything (or allow anything to be done) with your Mobile Equipment which we think may damage or affect the operation of security of the Network or the M-PAiSA Services;

6.1.5 for reasons outside our control;

6.1.6 when we close your Account under Clause 6.2.

6.2 To access the M-PAiSA Services, your SIM must be operational (“active”) at all times. If your SIM is inactive for a consecutive period of 12 months your M-PAISA Account will automatically be closed by ATHKL and any E-Value standing to the Credit of your Account will be paid in the matter provided in clause 6.4.

6.3 We will also close your Account upon receipt of your request to close your Account.

6.4 Where the use of your PIN has been suspended or disconnected or your Account closed, any Credit Balance in your Account will be repaid to you in cash upon your presenting yourself at our ATHKL Retail Outlet. You will only be paid any Credit Balance in cash upon satisfactory evidence of your identity being produced.

6.5 We will not be responsible to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute, if we close or suspend your Account in terms of this clause 6.

## 7. Tariffs

**Comment [RK2]:** This section needs to be read in its whole context with reference to the sub-sections which highlights circumstances under which this will apply

7.1 Tariffs as published are payable to M-PAiSA for each Transaction effected from your Account. The Tariff Guide is available from ATHKL's Head Office, the M-PAiSA Agents or by accessing the ATHKL Website.

Comment [RK3]: Amended

7.2 Tariffs payable on each Transaction will be deducted from your Account by M-PAiSA on conclusion of each Transaction and your new balance on conclusion of the Transaction shall be notified to you by SMS.

7.3 Tariffs include Value Added Tax but are subject to taxes at the then prevailing rates.

Comment [RK4]: Amended

7.4 You agree that all Charges payable by you in connection with the use of the M-PAiSA Services may be debited from your Account without further reference to you.

	Bands		Transfer	Withdrawal
	Min	Max		
Band1	\$1	\$100	\$ 1.00	\$ 2.00
Band2	\$101	\$1,000	\$ 2.00	\$ 3.00

## 8 Transactions

8.1 All Debit Transactions from your Account will be effected by Transfer Instructions authorised with the PIN which you choose when you register, or by such other method we may prescribe from time to time. Proof of ID will be required before any Transaction can be effected and the ID presented will be recorded by the Agent on each Transaction.

8.2 Your Account will be credited when you purchase E-Value by making Payments or when E-Value is transferred to your M-PAiSA account from another Customer and all such amounts will be held by ATHKL to your order subject to Charges applicable.

8.3 You may not effect any Transactions from your Account in the event that you do not have sufficient E-Value in your Account to meet the value of the Transaction and Charges applicable thereto.

8.4 The M-PAiSA system will verify and confirm all Transactions effected from your Account by SMS to you. The M-PAiSA system records will be taken as correct unless the contrary is proved.

8.5 On being provided with an Account, you will be liable to affect the following transactions:-

8.5.1 Effect a Credit Transaction by making a payment in cash directly to an Agent in exchange for an equivalent amount of E-Value to be credited into your Account. Upon a Credit Transaction being made, the M-PAiSA system shall credit your Account accordingly.

#### 8.5.2 Effect a Debit Transaction by:-

8.5.2.1 The exchange of E-Value for cash at any Agent by sending a Withdrawal Instruction to M-PAiSA pursuant to which the Agent will pay the equivalent amount of cash to you as confirmed by the SMS notification received by both you and the Agent.

8.5.2.2 The Transfer of E-Value to another Customer by sending Transfer instructions to M-PAiSA for the account of such Customer, specifying the amount to be transferred.

8.5.2.3 The purchase of ATHKL Pre-paid Recharge by SMS giving a “Buy Recharge” Instruction for the corresponding amount of E-Value to ATHKL.

8.5.3 Upon any Credit Transaction and Debit Transaction being effected the M-PAiSA system shall credit or debit your Account once the sum is actually credited to, withdrawn or transferred by you from your Account.

8.5.4 Any Transaction to an unregistered customer which is not concluded within 14 days of the Transfer Instructions first being given for that transaction will automatically be cancelled and balance reversed with an SMS notification sent via M-PAiSA of the cancellation to the registered Customer giving the Transaction Instructions.

8.5.5 The M-PAiSA system will confirm every Transaction made by way of SMS together with an updated balance of your Account.

8.5.6 Any Debit Transactions given using the PIN will be charged to the Account. You acknowledge that, unless and until ATHKL receives notice from you that your PIN is no longer secure and/or that your Mobile Equipment has been lost or stolen, ATHKL may rely on the use of the PIN as conclusive evidence that a Debit Transaction has been authorised by you, even if it is actually made without your authority. ATHKL shall not require any written confirmation of any Transaction instruction.

8.5.7 We are unable to reverse or charge-back any Transfer Instruction for any reason including in the event of any dispute with any other Customer or an Authorised M-PAiSA Agent. You are responsible for resolving any disputes arising with any other Customer or an Authorised M-PAiSA Agent without recourse to M-PAiSA.

8.5.8 Your Account may only be operated by the use of Authorised M-PAiSA Agents in Kiribati.

8.6 Each Transaction will be issued with a unique receipt number that is included in the confirmation SMS sent to you with an updated balance of your Account. This receipt number is used to track & identify all Transactions carried out on your Account.

### **9. Security and Unauthorized Use**

9.1 Only one PIN Number can be linked to your Account at any time.

9.2 Only you may use your Mobile Phone and PIN Number.

9.3 You are responsible for the safekeeping and proper use of your Mobile Equipment, for keeping your PIN secret, your Activation Code and for all Transactions that take place on your account using your PIN.

9.4 Your registration details will be used to confirm your identity when you call the Call Centre, but you must not disclose your PIN to any person including the staff at the Customer Care Centre.

## 10. Your Responsibilities

10.1 You will be responsible for all applicable Charges at the applicable Tariffs for any Transaction effected including calls made on our Network using the Mobile Equipment whether those calls were made by you or someone else with or without your authority or knowledge.

10.2 You are solely responsible for any transmitted material and or communication, which is classified as defamatory, illegal or in breach of any copyright and shall indemnify and keep us indemnified against any claims and expenses made against us in respect thereof.

10.3 You must not use the M-PAiSA Services to commit any offence(s) against the applicable legal and regulatory framework in Kiribati.

Comment [RK5]: Amended

## 11. Variations

11.1 We reserve the right to vary the Conditions of Use or the Tariffs upon approval from CCK. Variations will be notified by way of advertisement in a daily newspaper, SMS, or through our Website and or by using any other suitable means PROVIDED THAT you shall be deemed to have been notified of any such variations regardless that the same may not have actually come to your attention.

Comment [RK6]: Amended

11.2 By continuing to use the M-PAiSA Services you shall be deemed to have agreed to the modifications contemplated in clause 11.1 above. If you do not accept any of the modifications then you must not continue to effect any Transactions otherwise you will be deemed to have accepted such modifications.

## 12. ATHKL Responsibility

12.1 ATHKL will hold all Payments received in respect of the Purchase of E-Value or transfers of E-Value (“Amount”) into your Account for your benefit and you shall be beneficially entitled to all those Amounts standing to the credit of your Account. You agree that ATHKL may treat the records of the M-PAiSA System as conclusive evidence of the amount of E-Value at any time standing to the credit of your Account and ATHKL is not bound to make any independent investigation of your beneficial entitlement to the Amounts. You further acknowledge that, in relation to any payment to you in respect of your entitlement to Amounts, we may act on

instructions given by you using your PIN or instructions purported to be given by you using your PIN even if they are actually given by a third party.

12.2 You acknowledge that ATHKL shall have no obligation to invest the Amounts other than by way of holding the same on your behalf. You further acknowledge that, to the extent that any interest accrues on the Amounts, you shall have no beneficial entitlement to such interest and ATHKL shall be entitled to retain such interest to defray the costs and expenses of operating the M-PAiSA System and/or to pay the same to such charitable cause(s) as ATHKL may in its absolute discretion determine.

### **13. Liability and Exclusions**

13.1 In the event that we are compelled to change or reassign Telecommunications numbering to meet regulatory requirements or for any other reason our liability will be limited to retaining your Account and where possible transferring your Account to a new MSISDN, failing which you will be paid out the Credit Balance standing in your Account in cash.

13.2 To the maximum extent permissible by law we exclude warranties of all kinds, either express or implied.

13.3 All Authorised M-PAiSA Agents are no more than independent outlets authorised by ATHKL to provide M-PAiSA Services and no agency relationship exists between ATHKL and the Agents and we accordingly bear no responsibility or liability for any default or negligence on the part of the Agents in providing the M-PAiSA Services.

13.4 We shall not be liable for any loss which you suffer unless it is directly caused by our being negligent or deliberately acting wrongly. If we do act negligently or wrongly, we shall only be liable for the amount of the loss that a normal Customer in your position would have suffered and not any loss which results from your particular circumstances; even if we know that your circumstances are unusual.

### **14. Miscellaneous**

14.1 This Agreement (as from time to time may be amended) forms a legally binding agreement binding on you and your perpetual successors and assigns.

14.2 This agreement may not be assigned by you to any other person or entity.

14.3 No failure or delay by either of us in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

14.4 If any provision of these Conditions of Use shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction including the Communications Commission of Kiribati to be invalid or unenforceable the invalidity or unenforceability of such

provision shall not affect the other provisions herein and all provisions not so affected by such invalidity or unenforceability shall remain in full force and effect.

**Comment [RK7]:** Included as per request

## **15. Statements**

15.1 You may obtain a balance enquiry from your Mobile Equipment or query any transactions effected using your Mobile Equipment at the Customer Call Centre.

15.2 Printed statements of your Account may be provided upon payment of a fee and presentation of identification by you from ATHKL retail outlets.

## **16 Notices**

16.1 We are entitled to send information to you via SMS to the contact Mobile Phone number supplied by you during registration. These SMSs are for information purposes only.

16.2 You should send any legal notice to us at our chosen address: Amalgamated Telecom Holdings Kiribati Limited P.O.Box 72, Main Street ,Bairiki, Tarawa

## **17 General**

17.1 You must pay all our expenses in recovering any amounts you owe us including legal fees, collection fees and tracing fees.

17.2 We will not be responsible to you for any indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible and whether arising in contract or statute.

17.3 You must notify us immediately of any change of your details in your Registration details.

17.4 You agree that your information, including your personal information, your conversations with our Customer Call Centre and your Transactions will be recorded and stored for record keeping purposes for 5 years from date of closure of your Account.

17.5 All copyright, trademarks and other intellectual property rights used as part of the M-PAiSA Services or contained in our documents are owned by ATHKL. You agree that you acquire no rights thereto.

## **18. Jurisdiction and Arbitration**

18.1 This Agreement is governed by the Laws of the Republic of Kiribati

18.2 Any dispute arising out of or in connection with this agreement shall be referred to arbitration

18.3 To the extent permissible by Law, the determination of the Arbitrator, including the Communications Commission of Kiribati, shall be final, conclusive and binding upon the parties hereto.

**Comment [RK8]:** Included as per request