

# MTN Customer Terms & Conditions

## 1. THE AGREEMENT

These are the terms and conditions upon which you may use the MTN Services (as defined herein) provided by MTN ("Conditions of Use") the acceptance of which constitutes a binding contract between yourself and MTN. When you register as a subscriber by signing the MTN Customer Registration Form, you agree to the retention of your personal details (Know your customer details) provided on the registration form and 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 MTN Services.

## 2. DEFINITIONS

The following definitions relate to these Conditions of Use:

"Agent(s)" means person(s) registered by MTN to provide MTN Services, details of which may be obtained from MTN Service Centers and MTN website ([www.mtn.com.ss](http://www.mtn.com.ss))

"Agreement" means these Conditions of Use together with the Registration Form.

"Application(s) or Application software" means a program or a collection of programs designed to help customers perform specific tasks off the MTN system as downloaded onto a mobile device by the customer.

"Authority(ies)" means the National Communications Authority, the Bank of South Sudan, the National Revenue Authority, or any other legally constituted government body as the context may require.

"Charges" means the Tariffs and other fees payable under this Agreement for the MTN Services.

"Conditions of Use" means these terms and conditions as may be varied by us from time to time.

"Credit Balance" means the amount of Mobile Money or airtime or data bundle from time to time standing to the credit of your MTN Account.

"Credit" means the movement of funds into your MTN Account.

"Credit Transaction" means any transaction which results in your Account being credited with Mobile Money or Airtime as verified by MTN;

"Customer" means a subscriber (you) and every other person in whose name an Account for the MTN Services is registered.

"Customer Care Centre" means MTN Customer Care Centre situated at locations advertised, or any regional Customer Care Centre.

"Debit" means the movement of funds or airtime out of your MTN Account.

"Debit Transaction" means any transaction which results in a Debit from your MTN Account as verified by MTN on the MTN System.

“Designated Payee” means any person (including yourself, another customer, an Agent or Authorized Retailer) who is designated by you by SMS or through the App, to be the recipient of funds / airtime / data bundle from your Account.

“Funds” means Mobile money

“Goods and Services” means such goods and services as may be purchased from Authorised Retailers using the MTN System.

“ID Number” means the number associated with the form of Government/ Regulator approved identification provided

“Mobile Equipment” means your Mobile Phone and SIM Card or other equipment which when used together allows access to MTN Services and, in each case, is approved for use within the Republic of South Sudan by the relevant authority.

“Mobile Money” means the electronic money issued by MTN and representing an entitlement to an equivalent amount of cash monies held by Us in respect of the purchase of such electronic value;

“Mobile Phone” means your mobile phone handset.

“Retailer” refers to a Merchant who accepts Mobile Money as payment for Goods and Services.

“MTN Account or Account” means an account activated in your name on the MTN System upon completion of the registration, being the record maintained by us of the amount of Mobile Money or airtime from time to time held by you and represented by an equivalent amount of cash held by Us on your behalf.

“MTN Services” means all the products and services provided by MTN to its customers including the issuance and redemption of funds and the transfer of funds 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.

“MTN System” means the proprietary cellular phone money transfer service which is marketed, managed, and operated exclusively by MTN in the Republic of South Sudan.

“MTN Website” refers to the on website address [www.mtn.com.ss](http://www.mtn.com.ss)

“MTN” refers to the GSM Mobile Network Operator in this case MTN South Sudan Limited as licensed by the National Communication Authority or the MTN Mobile Money Company as licensed by the Bank of South Sudan and the National Communication Authority as the context may require.

“MSISDN” means Mobile Station International Subscriber Directory Number issued to you with the SIM Card and corresponding identity number and PUK for accessing the MTN network

“Network” means the Global System for Mobile telecommunication (“GSM”) system operated by MTN and covering those areas within the Republic of South Sudan as stipulated from time to time by us.

“Outlet Operator” means the assistant dealing with you at an Outlet.

“Outlet” means any shop, unit or other retail premises operated by an Agent.

“PIN” means your personal identification number, being the secret code you choose to access and operate your Account.

“Pre-paid Airtime” means mobile phone calling credit on MTN’s Network.

“Registration Form” means the registration form containing registration details and acceptance of these conditions of use by you in the form annexed hereto;

“SIM or SIM Card” means the subscriber identity module which when used with the appropriate Mobile Equipment enables you to use the MTN Services.

“SMS” means a short message service consisting of a text message transmitted from one Mobile Phone to another and includes a flash message.

“Start Key” means the PIN created by the subscriber for the purpose of activating your MTN Account.

“Tariffs” means actual charges for use of MTN Services as published on the MTN Web-Site.

“Tariff Guide” means a catalogue published for the Tariffs payable for MTN Services, as updated from time to time.

“Transactions” means any of the transactions specified under these terms and conditions such as mobile money transaction, data usage, voice call, SMS, etc

“Transfer Instructions” means instructions given via SMS or the Application for the transfer of funds from one Customer to another.

“Trustee” means MTN South Sudan Limited which holds the aggregate of all Payments and sums equivalent to all transfers of Mobile Money into your MTN Account from other Customers in trust for you in the Trustee Account.

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

“User Manual” means a document describing the MTN System and its use.

“we”or “us”or “our” means MTN and (where applicable) MTN as the Trustee.

“you”or “your” means the Customer (subscriber).

### **3. APPLICATION FOR AN MTN ACCOUNT**

- 3.1 You may register for MTN Mobile Money at any MTN Customer Service Point or authorized Agent in the Republic of South Sudan or by self in accordance with the procedures that may be laid out by MTN from time to time or as may be prescribed by the Regulator.
- 3.2 For registering as a Customer, you will be required to provide the following information for inclusion in the Registration Form to be signed by you:-
  - 3.2.1 Presentation of an identification document and number as provided by law with a photo of the applicant.
  - 3.2.2 Your full name
  - 3.2.3 Your physical address
  - 3.2.4 Your date of birth
  - 3.2.5 Your Nationality
  - 3.2.6 Your mobile number
- 3.4 All information provided must be complete and accurate in all respects.

- 3.5 We may decline your application at our sole discretion.
- 3.7 We may refuse to open an MTN Account for you if we are not satisfied with proof of your identity.
- 3.10 Upon registration with MTN and upon activation of your MTN Account and acceptance of these terms and conditions by the input of the Start Key you will upon choosing a secret PIN, be entitled to use MTN Mobile Money Services with immediate effect.

#### **4. MTN SERVICES**

##### **4.1 MTN 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 to access MTN Services within the coverage area, we do not guarantee that the MTN 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 any non-availability of MTN Services. MTN 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 MTN Network may interfere adversely with the quality and provision of MTN Services.

4.1.2 In the event of damage to, loss or theft of the SIM Card, you are obliged to inform us immediately of such damage, loss or theft. We will then disable such damaged, lost or stolen SIM Card so as to prevent further use of the MTN Mobile Money Service until the same has been replaced. A replacement fee will 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. Notification of any such damage, loss or theft may be given by telephoning the Customer Care Centre. MTN will not be held liable for any claims made in respect of any Transactions effected with your Mobile Phone and SIM prior to such notification being received or even after receipt of such notification through no fault of MTN.

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

4.2.1 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 in accordance with the laws of South Sudan.

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

- 4.2.3 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).
- 4.3 You must comply with any instructions that we may give you from time to time about the MTN Services.
- 4.4 With the exception of calls made to our Customer Service Hotline numbers (which will be provided to you upon registration) and to other designated toll free numbers, a minimum call charge may be levied on all calls you make in accordance with the applicable Tariff.
- 4.5 Your calls, emails or SMS's to our customer service unit may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of un-authorized use of our telecommunications system and detection and prevention of crime.
- 4.6 You will be liable to pay MTN for all network costs incurred using MTN Services as per the tariff plan published from time to time.

## **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
  - 5.1.2 Upon the initial activation of the MTN System by use of your Start Key and PIN.

## **6. SUSPENSION AND DISCONNECTION OF THE SERVICES/CLOSURE OF ACCOUNT**

- 6.1 We may suspend (bar), restrict or terminate the provision of MTN Services (in whole or in part) and/or close your MTN 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 are aware or have reason to believe that your Mobile Equipment or MTN Account or PIN number used in relation to the MTN Service is/are being used in an un-authorized, 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 MTN Service 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 or MTN Account which we think may damage or affect the operation or security of the Network or the MTN Service;

6.1.5 if your use of the service contravenes the Laws of Southern Sudan including but not limited to the National Communications Act, Electronic Money Regulations, the Anti- Money Laundering and Counter Terrorist Financing Act.

6.1.5 for reasons outside of our control;

6.1.6 where we close your Account under Clause 6.2.

6.2 To access the MTN Service, Your SIM must be operational ("active ") at all times. If Your account does not have a registered transaction for 12 consecutive months, it shall be declared dormant and suspended in accordance with the following procedure:

6.2.1 You shall be given a one month notice before the account is declared dormant, informing you that your account shall be suspended unless there is a transaction on the MTN Account

6.2.2 Upon expiry of the notice period, we shall block your account and shall not permit any further transactions unless you reactivate your account.

6.2.3 where you do not reactivate your account within six (6) months after it has been blocked, your account shall be closed.

6.2.4 Any claim for refund from your account shall be made to MTN in accordance with these terms and conditions.

6.2.5 Under this clause "Reactivation of an Account" shall mean, Subject to providing satisfactory Identification and proof of ownership;

6.2.5.1 Where the Customer's Mobile Phone Number (MSISDN) is still held by the customer, a reactivation of the Blocked MTN Account on the same MSISDN.

6.2.5.2 Where the Customer's Mobile Phone Number (MSISDN) has been reassigned to another MTN Customer in accordance with clause 6.2 and or other MTN internal guidelines, a transfer and reactivation of the blocked MTN Account to a new or another Mobile Phone Number acquired by the customer from MTN.

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

6.4 Where the use of your PIN has been suspended or disconnected or your MTN Account is closed any Credit Balance in your MTN Account will be repaid to you upon your presenting yourself at our Customer Care Centres except where Clause 6.2 applies. You will only be paid any Credit Balance upon satisfactory evidence of your identity being produced.

6.5 A customer Mobile Phone number (MSISDN) may be recycled and re-assigned to another customer if it has been dormant for a period of ninety days in accordance with MTN internal guidelines.

6.6 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 MTN Account in terms of this clause 6.

## **7. TARIFFS**

7.1 Tariffs as published are payable to MTN for each Transaction effected from your MTN Account. The Tariff Guide is available at all MTN's authorized agents and at our Customer Service points across the country or by accessing MTN's Website.

7.2 Tariffs payable on each Transaction will be deducted from your MTN Account by MTN 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 all applicable taxes at the prevailing rates.

7.4 All Charges payable by you in connection with the use of the MTN Services may be debited from your MTN Account without further reference to you.

## 8. TRANSACTIONS

- 8.1 All Debit Transactions from your MTN Account will be effected by Transfer Instructions authorized with the PIN which you choose when you register, or by such other method we may prescribe from time to time. As Per regulations which might change from time to time and in some instances proof of Identity might be required before any Transaction can be effected and the identity presented will be recorded by the Agent on each Transaction.
- 8.2 Your Account will be credited when you purchase airtime, data, mobile money or when Mobile Money is transferred to your MTN Mobile Money Account from another Customer and all such funds will be held by us to your order.
- 8.3 You may not effect any Transactions from your Account in the event that you do not have sufficient credit in your Account to meet the value of the Transaction and Charges applicable thereto.
- 8.4 The MTN System will verify and confirm all Transactions affected from your Account by SMS to you. The MTN System records will be taken as correct unless the contrary is proved.
- 8.5 On being provided with an Account, you will be able to effect 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 mobile money to be credited into your Account. Upon a Credit Transaction being made, the mobile money System shall credit your Account accordingly.
  - 8.5.2 Effect a Debit Transaction by:-
    - 8.5.2.1 The exchange of mobile money for cash at any Agent by sending a Transfer Instruction to MTN pursuant to which the Agent will pay the equivalent amount of cash to you.
    - 8.5.2.2 The transfer of mobile money to another Customer by sending Transfer Instructions to MTN for the account of such Customer, specifying the amount to be transferred.
    - 8.5.2.3 The purchase of MTN Services by sending a service request instruction to MTN and giving a Transfer Instruction for the corresponding amount of Mobile Money to MTN.



8.5.2.4 The purchase of Goods and/or Services from Authorised Retailers by Transfer Instructions via MTN of the amount to be transferred to the Authorised Retailer's Account in settlement for the Goods and/or Services purchased.

8.5.2.5 The purchase of MTN Pre-paid Airtime by sending a recharge instruction to MTN and giving a Transfer Instruction for the corresponding amount of Mobile Money to MTN.

8.5.3 Any Transaction which is not concluded within 7 days of the Transfer Instructions first being given for that transaction will automatically be cancelled and an SMS notification sent via the MTN system of the cancellation shall be given to the Customer giving the Transaction Instructions.

8.5.4 The MTN System will confirm every Transaction made by way of SMS together with an updated balance of your Account.

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

8.5.6 Where you successfully complete a transaction, and a dispute arises with any other Customer or an authorized agent, You are responsible for resolving any disputes emerging therefrom without recourse to MTN.

8.5.7 Your Account may only be operated by the use of Authorised Agents/Retailers in the Republic of South Sudan.

8.5.8 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.

8.5.9 A Transaction once completed is final and irrevocable. As such, MTN shall not be under any compulsion to reverse any Transaction.

8.5.10 Notwithstanding the above, MTN reserves the right, at its sole discretion, to cancel or reverse a Transaction if reasonable grounds such as manifest error or fraud are shown and **PROVIDED** that the recipient has not redeemed the funds and the reversal claim is made within seven (7) days of the erroneous Transaction date.

8.5.11 MTN will not be compelled to refund or compensate the sender if the funds are sent to a recipient mistakenly or in error or fraudulently or under duress and subsequently redeemed for Cash or otherwise spent by the recipient of the mistaken, erroneous or fraudulent Transaction and you hereby agree not to hold MTN liable for any losses arising from a mistaken, erroneous or fraudulent transfer of funds or any transfer of funds from your account effected under duress or under coercion or criminal force.

8.5.12 Your SIM card may allow you to access other value added services which are supported by other service providers. You will be notified of the terms relating to such value added services upon subscription therefor. It is expressly understood by the customer that MTN shall not in any way be liable for any interruption or degradation of any such value added services anymore than it (MTN) would be hereunder.

8.5.13 You will be able to make and receive calls only in areas covered by MTN in the Republic of South Sudan or in any other Country where MTN has a roaming partner operating and with a signal in the particular area where you are. You are required to activate your roaming before you leave South Sudan. You will not be able to utilise your SIM card on any other network operating in South Sudan.

8.5.14 MTN reserves the right to change the Service Tariffs upon notice to the customer.

## 9. SECURITY AND UNAUTHORISED 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 for Mobile Money Services.

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

## 10. YOUR RESPONSIBILITIES

- 10.1 You will be responsible for all applicable Charges and the applicable Tariffs for any Transaction effected including Mobile Money transactions and calls made on the Network using your MTN Account whether those calls or transactions were made by you or someone else with or without your authority or knowledge.
- 10.2 You are solely responsible for all Mobile Money transactions and for any transmitted material and or communication using your MTN account, which is classified as defamatory, illegal or in breach of any copyright and you shall indemnify MTN against any claims and expenses in respect thereof.
- 10.3 You must not in any way tamper with, modify or decompile your SIM Card. In the event that MTN has reason to believe that you have tampered with your SIM Card, MTN reserves the right to suspend your network services in accordance with clause 6.
- 10.4 You undertake not to use the MTN Mobile Money Services to commit any offence(s) contrary to the Laws of South Sudan.
- 10.5 You will be responsible to provide the mobile number(s) and adequate information about the identity of any person who is a beneficiary/recipient of your mobile money transaction.

## **11. VARIATIONS**

- 11.1 We reserve the right to vary at any time and without prior notice to you these Conditions of Use or the Tariffs. Variations will be notified by any of the following modes of communication: 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.
- 11.2 By continuing to use the MTN Services you shall be deemed to have agreed to the variations contemplated in clause 11. If you do not accept any of the variations then you must not continue to effect any Transactions otherwise you will be deemed to have accepted such modifications.

## **12. TRUSTEE RESPONSIBILITY**

- 12.1 MTN as a Trustee hereby declares that it holds all Payments received in respect of the Purchase of mobile money or transfers of funds into your Account (the "Trust Amounts") in trust for you and for your benefit and that you shall be beneficially entitled to all those Trust Amounts standing to the credit of your Account. You agree that the Trustee may treat the records of the MTN System as conclusive evidence of the amount of funds at any time standing to the credit of your Account and the Trustee is not bound to make any independent investigation of your beneficial entitlement to the Trust Amounts. You further acknowledge that, in relation to any payment to you in respect of your entitlement to Trust 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 the Trustee shall have no obligation to invest the Trust Amounts other than by way of holding the same in the Trust Account. You further acknowledge that, to the extent that any interest accrues on the Trust Amounts, the Trustee shall be entitled to retain such interest to defray its own costs and expenses and/or to pay the same towards the costs and expenses of operating the MTN System.

### **13. LIABILITY AND EXCLUSIONS**

- 13.1. In the event that we are compelled to change or reassign your telecommunications numbering or MTN Mobile Money Account 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 as per MTN Policies applicable at the time.
- 13.2. To the maximum extent permissible by law we exclude warranties of all kinds, either express or implied.
- 13.3. All Agents are no more than independent outlets authorised by MTN or an approved MTN agent aggregator to provide MTN Services and no agency relationship exists between MTN and the Agents and we accordingly bear no responsibility or liability for any default or negligence on the part of the Agents in providing MTN 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.

13.5 As provided for in Regulation 20 (ii) (a) of the Electronic Money Regulations of South Sudan, your mobile money account balance shall not be construed as a deposit unless its linked to a bank account.

13.6 Pursuant to Regulation 20 (ii) (b) of the Electronic Money Regulations of South Sudan, your Mobile Money account is not guaranteed by the Bank of South Sudan and as such all queries related to your Mobile Money account must be addressed to MTN.

#### **14. MISCELLANEOUS**

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

14.2 This Agreement shall not be assigned by you to any other person. The above notwithstanding, MTN South Sudan Limited shall be at liberty to novate and or assign this agreement to the Mobile Money Company that will be incorporated for purposes of providing the Mobile Money service as required by our License and as directed by the Regulator(s). The customer by signing these terms and conditions consents to the future novation/assignment of this agreement to the Mobile Money Company that will be incorporated for the purpose above.

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 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

14.5 If any provision of these Conditions of Use shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction 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.

#### **15. STATEMENTS**

15.1 You may obtain a balance enquiry from your MTN Account via the MTN App or USSD code published from time to time and query any transactions effected using your pin or from the Customer Service Centre.

#### **16. FAILURE OR MALFUNCTION OF EQUIPMENT**

We are not responsible for any loss arising from any failure, malfunction, or delay in any cellphone Networks, cellphones, the Internet or terminals or any of its supporting or shared networks, resulting from circumstances beyond our reasonable control.

## **17. NOTICES**

- 17.1 We are entitled to send information to you via SMS to the contact Mobile Phone number supplied to us upon registration. These SMS's are for information purposes only.
- 17.2 You should send any legal notice to us at our chosen address: at Hai-Jerusalem, Residential Area, Hai-Cinema, North East Juba P.O Box 573 Juba, South Sudan.

## **18. GENERAL**

- 18.1 You must pay all our expenses in recovering any amounts you owe us including legal fees, collection fees and tracing fees.
- 18.2 A certificate signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the certificate, unless the contrary is proved.
- 18.3 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.
- 18.4 You must notify us immediately of any change of your details in your Registration Form.
- 18.5 You agree that your information, including your personal information, your conversations with our Customer Care Centre and your Transactions will be recorded and stored for record keeping purposes for 10years from date of closure of your Account.
- 18.6 All copyright, trademarks and other intellectual property rights used as part of MTN Mobile Money Service or contained in our documents are owned by MTN or its licensors. You agree that you acquire no rights thereto.

## **19. JURISDICTION AND ARBITRATION**

- 19.1 This Agreement is governed by the Laws of South Sudan.

- 19.2 Any dispute arising out of or in connection with this Agreement shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Judge in charge for the time being of the High Court of South Sudan. Such arbitration shall be conducted in Juba in accordance with the Rules of Arbitration subject to and in accordance with the provisions of the Arbitration Act, or its Successor legislation.
- 19.3 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.
- 19.4 Nothing shall prevent the parties hereto from seeking any relief from a court of competent jurisdiction in South Sudan and or any other relevant regulatory body.

## **20. PRIVACY POLICY**

- 20.1. MTN recognizes the importance of protecting the privacy of all information provided by users of MTN Services. This statement is meant to affirm our utmost respect for your rights to privacy.
- 20.2. MTN collects personally identifiable information that we use to profile MTN service customer and administer individual accounts, update MTN databases, innovate the service and provide user support.
- 20.3. Save as provided hereunder, MTN does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.
- 20.4. You acknowledge that by using the MTN Services, some of your relevant personal information will be passed on to any person whom you share MTN Service (for purposes of Transactions), or send Mobile Money to and will be available to any third party involved in the operation of the service including without limitation, MTN Partners (third parties) in providing MTN products and Services. You hereby authorize MTN to share with, provide or disclose to third parties with which you have separately contracted or with which you intend to contract (and have informed MTN of this intention in writing or electronically through the MTN System or the third party system), your personal information including any Transaction data, information pertaining to you or your Account, or your usage of MTN Products and Services provided that the authority given to MTN to disclose information to such third parties (not being a law enforcement, investigative or regulatory authority) pursuant to this clause may be withdrawn at any time.

- 20.5. You acknowledge that MTN may verify your identity information through publicly available and/or restricted government databases in order to comply with regulatory requirements.
- 20.6. You accept that MTN shall have the right to monitor your account usage and may disclose personal information to local law enforcement or investigative agencies or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of money laundering activities, fraud or other criminal activities;
- 20.7. MTN employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties. MTN employees are also responsible for the internal security of the information. Employees who violate MTN's privacy policies are subject to a range of disciplinary actions.
- 20.8. Any person submitting any information to MTN through the MTN System may be granted access rights to that information. MTN has developed systems that enable access and correction of information submitted to it.

**Note: Please note that a Summary of the MTN Services terms and conditions is available at the MTN Agents outlets, all MTN Customer Service points, MTN head office and the MTN Website that can be accessed at [www.mtn.com.ss](http://www.mtn.com.ss) and is printed on the back of the registration form.**