

Mixx by Yas Terms & Conditions

1. NATURE OF TERMS AND CONDITIONS & APPLICABILITY

1.1. These Terms and Conditions are issued by Honora Tanzania Mobile Solutions Limited (hereinafter “Honora Tanzania Mobile Solutions Limited, abbreviated as HTMSL” which trades with a brand name “Mixx by Yas” or “we” or “us” “ourselves” or “our”) and shall apply to all Mixx by Yas Customers (“Customer”) (hereinafter “you” or “your” or “user” “yourself”).

1.2. These Terms and Conditions shall apply and bind to all Honora Tanzania Mobile Solutions customers who use or may use Mixx by Yas services (as defined herein).

1.3. When you use or register as a Mixx by Yas customer you agree to abide by these Terms and Conditions. You therefore need to read and fully understand these Terms and Conditions and if you do not agree with them, you must not proceed to register for and/or use Mixx by Yas services.

2. DEFINITIONS

2.1. “Customer” or “Subscriber” or “Mixx by Yas Customer” means a person or entity who successfully subscribes and can use any Mixx by Yas Service through any media. The term “Customer” shall include the said Subscriber's personal representatives, successors in title and assignees as well as persons acting with the Customer's authority such as agents, servants, employees or associates.

2.2. “Account” means your Mixx by Yas Account, being the record maintained by Honora Tanzania Mobile Solutions Limited of the amount of E-Money (Electronic Money) from time to time held by you through an active SIM Card.

2.3. “Account Holder” means the Customer.

2.4. “Active SIM Card” means a SIM Card that Mixx by Yas services are enabled and are conducted regularly as per the defined activity rules.

2.5. “Activation Date” means the date the Customer successfully subscribes and can use Mixx by Yas Services.

2.6. “Charges” means tariffs and or other fees for the use of Mixx by Yas Services as may be prescribed and communicated by Honora Tanzania Mobile Solutions Limited from time to time.

2.7. “Contract” means the terms and conditions contained herein and as may be amended in writing from time to time by Honora Tanzania Mobile Solutions Limited.

2.8. “Connection” means the process through which a customer is given access to Mixx by Yas Services through Honora’s network. The terms "Connected", "Disconnected" and "Reconnection" mean the level of connection for a Customer. Connected means active and transacting, disconnected means not active in the given period while reconnection means changed status from disconnected to connected.

2.9. “HONORA” means Honora Tanzania Public Limited Company having its registered office at the 30th Floor, PSSSF Commercial Complex, Sinza C, Sam Nujoma Road, Ubungu, Dar-es-Salaam.

2.10. “Yas” means Honora registered trade brand for offering its services. The terms Honora and Yas can be used interchangeably to represent the company.

2.11. “Mobile Phone” means a device that can make and receive telephone calls over a radio link whilst moving around a wide geographic area.

2.12. “Network” means Honora equipment software and facilities that enable the Customer using a mobile phone compatible with GSM 900,1800 and 2100 or any other spectrum in use by Honora (provided that it is not SIM locked by another operator) to have access to the Services.

2.13. “PIN” means a unique Personal Identification Number used by the Customer to access Mixx by Yas Services.

2.14. “IPR Rights” means Intellectual Property Rights including copyright, trademark and other relevant proprietary and other intellectual property rights relating to the content or contained in any software that is required and/or utilized by Honora to operate the Network and to provide the Mixx by Yas Services.

2.15. “Mixx by Yas Services/Mobile Financial Service” means the services provided by HTMSL for the issuance and redemption of e-money and the transfer of e-money between Customers based on transfer instructions including the recording of all transactions, verifying and confirming all transactions concluded and updating Customer Account records.

2.16. “AML/CTF” refers to Anti-Money Laundering and Terrorist Financing as defined by law in Tanzania.

2.17. “Money Laundering” involves taking criminal proceeds and disguising their illegal sources in order to use the funds to perform legal or illegal activities.

2.18. “Terrorist Financing” refers to the process of providing financing or financial support to individual terrorists or terrorist groups using funds from legal or illegal sources.

2.19. “SIM Card(s)” means the Subscriber Identity Module(s) provided by Honora to the Customer to enable the Customer to access and use the network and related Services.

2.20. “Agent (s)” means a person(s) registered or authorized by HTMSL to provide Mixx by Yas services such as cash-in, cash-out and bill payment services.

2.21. “Mixx by Yas Website” refers to the Mixx by Yas section on website address found at www.yas.co.tz;

In these Terms and Conditions words 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.

3. COMMENCEMENT AND TERM

These Terms and Conditions shall apply to the Customer immediately upon subscription of the Mixx by Yas Services and shall continue to be in force at all times that the Customer shall be using Mixx by Yas Services until the Mixx by Yas account is closed.

4. SUBSCRIPTION TO MIXX BY YAS SERVICES

4.1. Subscription

The Customer shall subscribe to the Mixx by Yas Services by first doing a SIM Card registration using the company SIM registration process at that time which should be compliant with the SIM registration regulations and/or guidelines. The Customer onboarding document will differ depending on the legal form of the Customer (either individual Customer, a company, NGO, etc.) and the type of service that the Customer will use. The overall process and the minimum required documentation are defined by the regulator and Honora and only acceptable IDs by the regulator will be accepted by HTMSL.

Only an Active Customer may subscribe to and use the Mixx by Yas Services.

4.1.1. You can only register for Mixx by Yas Services if you are an active Yas Subscriber.

4.1.2. Any Yas Subscriber may register for Mixx by Yas Services with any of Yas’s Agents in Tanzania.

4.1.3. For purposes of registration, a national ID issued by the National Identification Authority (NIDA) will be required, and your Yas Mobile number will be required.

4.1.4. Registration can take place through any registered Mixx by Yas Service Agent or Yas shops.

4.2. Transacting

4.2.1. Customer must authorize Mixx by Yas transactions with a secret PIN which they create when they register or by such other method we may prescribe from time to time.

4.2.2. Upon activation of a Customer account, he will be able to carry out the following transactions:

- Cash deposits through an authorized Mixx by Yas agent to get e-value on their phone which he can use to:
- Send Money to another Mixx by Yas registered user or a registered user with another Mobile Network Operator (MNO)
- Send Money to bank
- International Money Transfer
- Perform Government payments
- Pay merchants
- Pay bills e.g., TV Subscription
- Digitally save (individually or to a group)
- Cash out money at a registered Mixx by Yas Agent
- Buy Yas Airtime/Package.

4.2.3. Other account management transactions are also possible such as balance inquiry, a mini statement or monthly statement, self-care services such as unbar, change own PIN, get electricity token and initiating transaction reversal.

4.2.4. The Customer can also enjoy all the commercial services and propositions offered by Yas or any of its third-party Partners.

4.2.5. Transaction fees related to any Mixx by Yas Services are disclosed before any service is rendered. For any assistance needed relating to fees, Customer should make a toll-free call to the call centre, at 100, walk into any Yas shops, visit the website www.yas.co.tz , or visit agent locations where fees are displayed.

4.2.6. By using Mixx by Yas Services the Customer accepts that they read, understood and accepted the fees applicable to the transaction.

4.2.7. The Subscriber must ensure the completeness and correctness of the cash-in transaction and confirm the balance in the wallet is in line with the transaction done before leaving the Agent premises.

4.2.8. The Subscriber is advised to count the physical cash, in case of a cash-out (withdrawal) and ensure the remaining balance of e-money on their phone is correct as per the transaction done before leaving the Agent premises.

4.2.9. The Subscriber will not be able to affect any transactions if the Subscriber does not have sufficient E-Money to meet the value of the transaction plus fees applicable thereto.

4.2.10. It is the Subscriber's responsibility to ensure the correctness of the Payee details and the amount of transfer before effecting a transaction. Mixx by Yas will not be liable in cases where the funds have been utilized by the wrong recipient of a successful transaction.

4.2.11. Transactions are subject to limits set and published by Mixx by Yas from time to time as instructed by the regulator. Any Transaction exceeding the set limit shall not be processed.

4.2.12. The amount to be held in the Account at any time shall be subject to the limit set by Mixx by Yas as instructed by the regulator.

4.2.13. The Subscriber may obtain a statement of Account using the Mixx by Yas USSD Menu or Mixx by Yas App at an applicable fee.

4.2.14. Mixx by Yas Services cannot be used for any fraudulent, negligent or illegal activities. Customers accept that funds that are transmitted through Mixx by Yas have not been obtained from any predicate offenses as defined by the Laws from time to time such as Money Laundering, Terrorist financing, corruption, bribery, or any other offenses defined by AML/CTF laws and regulations.

4.2.15. Honora Tanzania Mobile Solutions Limited shall not accept a transaction if:

- A Customer has not yet registered or been authorized or cleared to use Mixx by Yas Services or where such authorization has been withdrawn or suspended.
- The Transaction amount requested by the Customer is below the minimum or above the maximum amounts for Mixx by Yas transactions as per relevant regulations.
- The Customer has exceeded the Mixx by Yas daily/monthly/periodic transaction limit as per regulations.
- Mixx by Yas becomes aware that the Customer is involved in illegal activities.

5. CHARGES/TARIFFS/FEEES AND UNCLAIMED BALANCES

5.1. Customers are charged for Mixx by Yas Services at the fees published/informed occasionally and updated from time to time on the Yas Tanzania website and at Agent Premises.

5.2. All charges and tariffs on the Services are subject to applicable taxes as per the rules and regulations.

5.3. Honora Tanzania Mobile Solution Limited reserves the right to vary the charges and tariffs at its discretion by serving prior notice to the Customer.

5.4. Where applicable, the charges shall be subject to foreign currency fluctuations.

5.5. The Customer can request needed information regarding service charges at any time through our call centre, dial 100 or at any of our Yas shops.

5.6. Mixx by Yas is not responsible for the prices of the services rendered by its partners or any legal offense in relation to the laws of Tanzania.

5.7. For any Account that is not used for more than specified days (i.e., either 60 or 90 or 150) will be terminated. Further, for any amount that remains in your Account unclaimed for more than 5 years, the amount shall be transferred to Bank of Tanzania in accordance with the law.

6. SECURITY AND UNAUTHORISED USE

6.1. Customer is responsible for the safekeeping and proper use of the secret PIN and for all transactions that take place on Mixx by Yas wallet with their PIN, and they shall indemnify us against any claims made in respect of such transactions. Note that Mixx by Yas will, in no circumstances, request the Customer to disclose the PIN at any point.

6.2. Customer should not share Mixx by Yas PIN with anyone for any reason including customer care agent, Yas staff or any Mixx by Yas Agent. In case the Customer becomes aware that Mixx by Yas PIN has been compromised, he is advised to change the PIN immediately using the procedures described.

6.3. In cases where your phone, SIM Card or PIN has been stolen or you want to report any suspected fraud or illegal activity, call on 100 (Call Centre number) and follow instructions. Yas will stop your account as soon as reasonably can. The Customer remains responsible for all transactions that occur until your account is stopped.

6.4. The Customer is responsible for all authorized and successful transactions on the Mixx by Yas wallet, and the losses incurred.

6.5. Beware of the risk of social reengineering that has become common.

6.6. Where a Subscriber enters a wrong PIN, the Subscriber shall be given three attempts to enter a correct PIN failure of which the Subscriber's Account shall be blocked. To unblock the Account, the Subscriber will have to contact Yas Customer Care, through 100 for assistance or walk into the Yas shops or through self-care in our USSD Menu/Mixx by Yas App.

7. CLOSING YOUR ACCOUNT

7.1. Honora Tanzania Mobile Solutions Limited may close the Customer's Account upon receiving a request from the Customer.

7.2. Honora Tanzania Mobile Solutions Limited can also close a Customer's Account, restrict activity on your Account or suspend access to your Account if, in any way, we know or suspect your Account is being used fraudulently, negligently or for illegal activities or if we must do so to comply with the law.

7.3. Honora Tanzania Mobile Solutions Limited can close your Account if we believe that you are in breach of these Terms and Conditions, you are trying to compromise our systems or you are unreasonably interfering with any services provided by us.

7.4. Honora Tanzania Mobile Solutions Limited may close your Account if you do not use your SIM Card for a consecutive period of 180 days and any electronic money will be transferred to a holding account. A Customer will be able to get access to his / her electronic money by presenting himself/herself in person to the Yas shop with written request and proof of identity.

7.5. Honora Tanzania Mobile Solutions Limited may close your Account if you are no longer a Yas Subscriber.

7.6. Upon suspension or disconnection of Yas Mobile Financial Services, a Customer will be repaid any sums in credit against his / her Account less any applicable maintenance fee by any Yas or Yas Agent, after showing proof of identity.

7.7. Honora Tanzania Mobile Solutions Limited 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, delict or statute if we close or suspend your Account in terms of this clause.

8. SUSPENSION OF SERVICES

Honora Tanzania Mobile Solutions Limited may at any time suspend the Service, in whole or in part and without liability under the following circumstances.

8.1. should Honora Tanzania Mobile Solutions Limited be unable to provide the Service, in whole or in part, whether due to force majeure or otherwise through no fault of its own; or

8.2. should a license or an agreement in terms of which Honora Tanzania Mobile Solutions Limited derives its rights and ability to provide the Service, be suspended, cancelled or terminated; or

8.3. should such suspension of the Service be necessary to facilitate any repairs, modification, maintenance, improvement or remedial works in respect of the system; or

8.4. should the Customer fail to comply with these Terms and Conditions; or

8.5. should the Customer use equipment that infringes or is alleged to infringe on the intellectual property rights of Honora Tanzania Mobile Solutions Limited or any third-party; or

8.6. should Honora Tanzania Mobile Solutions Limited give a notice to a Customer after such unforeseen event has happened as stipulated in clause 8.1 and shall provide a notice before any event mentioned in clause 8.3

Should the Service be suspended because of the default of the Customer, the Customer shall be liable to Honora Tanzania Mobile Solutions Limited for all direct and indirect losses and damages suffered.

9. THE CUSTOMER'S OBLIGATIONS

The Customer agrees and covenants that:

9.1 Not to assign or transfer the Service, SIM Card or personalized telephone number to any person without the prior written consent of Honora Tanzania Mobile Solutions Limited or Honora Tanzania Public Limited Company, as the case may be.

9.2 The Customer acknowledges that the SIM Card and the rights therein shall always remain the inalienable and non-transferable property of Honora Tanzania Public Limited Company.

9.3 The Customer shall always be responsible and accountable to Honora Tanzania Public Limited Company and Honora Tanzania Mobile Solutions Limited for the proper use and preservation of the SIM Card and the PIN code respectively. In the event the Customer continuously neglects to use the SIM Card, or the number provided for a period of 150 days Honora Tanzania Mobile Solutions Limited and/ or Honora Tanzania Public Limited Company may suspend the number and re-allocate the number for use by any other Customer.

9.4 The Customer shall always remain responsible for the confidentiality of any information or data received or transmitted by the Customer using the Network and the Customer agrees to notify Honora Tanzania Mobile Solutions Limited immediately of any suspected unauthorized use of other SIM card or the Services. The Customer acknowledges that Honora Tanzania Mobile Solutions Limited shall not be liable for any loss the Customer may incur as a result of the unauthorized use of the Service or SIM Card without the Customer's knowledge.

9.5 In the event of loss or theft of the SIM Card whether or not the SIM Card was inserted in a handset at the time of such loss or theft the Customer shall notify Yas using the designated telephone number or visit the Yas shop requesting that the subscription be suspended or deactivated and shall immediately thereafter confirm the report of loss or theft in writing to Yas accompanied by an original police abstract to verify the loss or theft.

9.6 The Customer shall be fully liable and shall pay Yas for all calls made using the SIM Card whether or not the SIM card has been stolen or lost and the Customer hereby undertakes to indemnify Yas in full and hold it blameless for any liability, fees, costs, charges or expenses it may suffer or incur because of any fraudulent use of the SIM Card or because of the SIM Card being stolen or lost.

9.7 The Customer shall in the event of loss or theft of the SIM Card as aforesaid remain responsible and accountable to Honora Tanzania Mobile Solutions Limited for the use of the SIM Card up to and including the date on which the Customer Account(s) is suspended by Honora Tanzania Mobile Solutions Limited.

9.8 The Customer shall indemnify Yas in full for all the charges that Yas may incur or suffer by reason of re-activating the SIM Card arising as a result of any fraudulent claim.

9.9 The Customer confirms and warrants that he has the capacity to enter into this Contract and to perform his obligations as herein set out.

9.10 The Customer further warrants and confirms that the information and particulars given to Yas are true and he shall notify Yas immediately in writing of any changes and he undertakes to provide Yas with information or documents required by Yas from time to time. Unless the SIM registration details are amended in the Yas systems using the set procedures, the Customer whose personal details are registered remains liable for all activities done using the SIM Card and Mixx by Yas wallet.

9.11 The Customer confirms that their liability under the Contract shall be joint and several in cases where the CUSTOMER is more than one person.

9.12 The Customer confirms that he/she shall not use the Services for any criminal or immoral purposes and shall be solely responsible for any consequences arising from such criminal or immoral use of the Services or the Network.

9.13 The Customer indemnifies and holds Honora Tanzania Mobile Solutions Limited harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of Services offered, or the use of Services.

9.14 For Services that require password/security credentials/ PIN such as Mixx by Yas Services, the Customer undertakes to keep all passwords/security credentials/ PIN secure and warrant that no other person shall use Services utilizing the Customer's password/security credential/PIN, and the Customer further acknowledges responsibility for ensuring that no unauthorized access to Services is obtained using the Customer's password/security credential/PIN and that the Customer shall be liable for

all such activities conducted pursuant to such use and any loss incurred whether authorized or not.

10. HONORA TANZANIA MOBILE SOLUTIONS LIMITED OBLIGATIONS

10.1 We undertake, subject to these Terms and Conditions, to provide the Services to the Customer.

10.2 We shall make available to the Customer, from time to time, a coverage map indicating the Covered Area.

10.3 We shall, from time to time, publish charges and tariffs applicable to the Services.

10.4 We shall keep the Customer information and communications confidential subject to exceptions provided herein or as may be provided in any statutory law.

11. PRIVACY STATEMENT

11.1 Honora Tanzania Mobile Solutions Limited and all its associated companies are committed to respecting the privacy of the Customer's personal data as prescribed in the applicable Data Privacy law and regulations. To demonstrate Honora Tanzania Mobile Solutions Limited commitment, Honora Tanzania Mobile Solutions Limited has created this Privacy Statement to communicate its intent to provide effective processes for the appropriate handling of private information and to comply with applicable legislation that governs the authentication, protection and disclosure of personal information.

11.2 Honora Tanzania Mobile Solutions Limited has implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of the Customer's personal information. Honora Tanzania Mobile Solutions Limited shall update and refine these measures on an ongoing basis. Honora Tanzania Mobile Solutions Limited assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond Mixx by Yas's control.

11.3 Honora Tanzania Mobile Solutions Limited does not distribute any of the Customer's personal information to third parties unless it is requested by the Customer, or it is legally required to do so by a statute. For clarity and avoidance of doubt, Honora Tanzania Mobile Solutions Limited may be obliged to disclose personal information to meet any legal or regulatory requirements in accordance with the applicable laws.

11.4 Honora Tanzania Mobile Solutions Limited reserves the right to amend or modify this Privacy Statement at any time in response to new Data Privacy legislation.

11.5 Monitoring or recording of the Customer communications such as calls, or SMS's may take place as required by law or for business purposes to the extent permitted by law.

11.6 You as the Customer, accept that Honora Tanzania Mobile Solutions Limited may use your personal data or/and data about you related to your use of the mobile service (airtime or package purchase) or the Mixx by Yas Services for reasonable commercial purposes such as marketing and research related purposes.

11.7 You as the Customer, accept that Honora Tanzania Mobile Solutions Limited may disclose or receive personal information about you or transactional details in aggregate format to licensed credit providers.

12. GOVERNING LAW

These Terms and Conditions shall in all aspects be governed by the laws of Tanzania.

13. MISCELLANEOUS

13.1 These Terms and Conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

13.2 Failure by Honora Tanzania Mobile Solutions Limited to exercise any rights or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Honora Tanzania Mobile Solutions Limited in writing.

13.3 These Terms and Conditions, as varied by Honora Tanzania Mobile Solutions Limited from time to time constitute the sole agreement between the Customer and Honora Tanzania Mobile Solutions Limited. Where a specific agreement has been signed between the Customer and Honora Tanzania Mobile Solutions Limited which contain similar Terms and Conditions the provisions of such specific Terms and Conditions shall take precedence in the event of conflict or inconsistency.

14. WHAT TO DO WHEN YOU NEED ASSISTANCE

14.1 In cases of any assistance from Yas, Call 100 (Customer Care). For more details on transaction reversal, visit the website www.yas.co.tz

14.2 In cases where Customer care is unable to assist you and you need further assistance, you may escalate to complain@yas.co.tz mentioning in detail the nature of the complaint including when and where it happened.

14.3. In cases where you are not satisfied with the overall experience with Yas or the issue is still unresolved after intervention from Yas Management, you are advised to contact Tanzania Communication Regulatory Authority (TCRA) or the Bank of Tanzania (BoT).