

GENERAL CONDITIONS TO SUBSCRIBE TO ELECTRONIC COMMUNICATION SERVICES

1. This contract between MTN Cameroon Ltd (MTNC), with registered office at 360, Rue Drouot Akwa, P.O Box 15574 Douala-Cameroon, tel : 679009000, fax : 679009040 and the customer, defines the conditions by which the Client previously identified , with a SIM card and/or modem, can make and receive phone calls, SMSes via their mobile phone and access the Internet.

2. The tariffs of subscribed Products and Services, including amongst others, services such as Roaming or SIM swap shall be communicated during subscription. The information updated on all the applicable tariffs and other subscription conditions shall be available at MTNC Service Centres and authorized sales points, the site via www.mtn.cm, or by dialling free of charge the Customer Service at 8787 or any other number made available.

3. In case the features and tariffs of Products and Services are modified by MTNC, the use of such products and services by the Client, 30 days after publishing such modifications shall be deemed to have been accepted.

4. The supply of products and services shall be subjected to prior identification of the client and his handset in accordance with the legislation in force. The subscribed services shall be available within 24 hours (prepaid service) and 72 to 120 hours (postpaid service) from the date of subscription.

5. In case the above-mentioned deadlines have been exceeded, the Client must notify Customer Service by dialling freely 8787 or any other number made available to him or through sending a mail via the address careline.cm@mtn.com. The devices sold to the Client with the SIM card shall have a warranty period of six (06) months from the purchase date provided the usage conditions are respected.

6. The contract signed for an indefinite term shall take effect from the date of activating the products and services. The contract can be suspended for failure to provide the documents and information essential to identify the Client, non-payment of uncontested debts, the violation of contractual obligations, network maintenance, security measures, force majeure, use of the SIM card for illegal purposes, or contrary to ethical behaviour and /or the usage for which such products and services were subscribed, notably and without limitation, when the Client uses the line for commercial intents, introduces the SIM card in a device that eases illegal use (SIMBOX) or a handset stolen or missing or as requested by the competent authorities. If the cause for the suspension persists within thirty (30) days, MTNC shall terminate the contract.

7. Claims shall be addressed to MTNC, either in writing against acknowledgement of receipt (Service Client mentioned above) or by phone via the numbers 679 00 01 23 (from another operator's network), or 8787 (from an MTNC number) or any other number made

available. In case of default, all the disputes that may arise from the performance of this contract shall be tabled before the competent authorities in Douala-Bonanjo. The amount of any possible liability by MTNC for any reason whatsoever may not exceed the average of the last three (03) months of consumption.

8. MTNC shall deactivate the SIM card in case of usage in breach of the law or MTNC's interest or non-usage for a period to be determined by MTNC.

BEARER CONTRACT

1. PURPOSE

This contract defines the conditions in which Mobile Money Corporation (MMC) shall provide the Bearer with electronic money issued by the Bank.

2. DEFINITIONS

Within the framework of this contract, the terms and expressions below shall mean as follows:

- **Acceptor:** Person who accepts to receive payments via MoMo
- **Bank:** Establishment authorized to issue electronic money
- **SIM card:** MTN Cameroon subscriber's identification module which, when inserted in the mobile device, enables access to Mobile Money services
- **MoMo account :** Account in which are registered the transactions of the bearer. Such account is linked to an MTNC phone number
- **Inactive MoMo account :** MoMo account without transaction for successively five years
- **Contract :** This contract, all its addendums and subscription form
- **Distributor / Merchant:** Any person authorized by MMC to provide Bearers with MoMo services
- **MMC :** Mobile Money Corporation, subsidiary of MTNC
- **MoMo:** Mobile Money, brand under which MMC commercializes the MoMo service
- **MTNC :** MTN Cameroon, owner of the electronic communications network through which the MoMo service is commercialized
- **PIN MoMo :** Code known only by the Bearer that enables him to access and manage his MoMo account
- **Bearer:** Party to the contract and holder of a Momo account
- **MoMo services:** The entire services provided by MMC
- **Transaction :** Any transaction by the Bearer which results in the modification of the value unit amount
- **VU:** Electronic unit value which represents the debt which the Bearer owes the bank

3. OPENING OF THE MOMO ACCOUNT

Opening a MoMo account is done by MMC or any authorized distributor.

MMC reserves the right to reject a request to open a MoMo account.

Upon the opening of the account, the Holder must fill in the subscription form and provide a valid ID card that bears his photo and all other documents required by MMC. After opening the MoMo account, MMC can require updates on information or additional documents which the Bearer must provide.

4. FUNCTIONING OF THE MOMO ACCOUNT

The MoMo account balance comprises a value unit issued by the Bank. Each VU has a nominal value of one franc CFA.

The MoMo account balance does not yield interest. This provision can be modified by MMC in agreement with the Bank.

Debit transactions are carried once authorised with the MoMo PIN. The Bearer shall in no way require from MMC any other confirmation than the MoMo PIN.

The Bearer shall receive a notification via SMS after each transaction. This SMS comprises the amount of charges withheld and new balance. He can also, apart from any transaction, obtain his balance and limited transaction details available in his mobile phone.

All MoMo transactions are performed through the MoMo account within the regulatory thresholds stipulated hereunder, which may be amended:

TRANSACTION TYPE: Cash-in

- LIMIT PER TRANSACTION: 500,000
- LIMIT PER DAY: 2,000,000

TRANSACTION TYPE: Pull from Bank

- LIMIT PER TRANSACTION: 500,000
- LIMIT PER DAY: 5,000,000

TRANSACTION TYPE: Cash-out

- LIMIT PER TRANSACTION: 500,000
- LIMIT PER DAY: 750,000

TRANSACTION TYPE: P2P

- LIMIT PER TRANSACTION: 1,000,000
- LIMIT PER DAY: 1,500,000

TRANSACTION TYPE : Payments

- LIMIT PER TRANSACTION: 1, 000,000
- LIMIT PER DAY: 2,500,000

TRANSACTION TYPE : All transactions

- LIMIT PER DAY: 3,000,000
- LIMIT PER WEEK : 5,000,000
- LIMIT PER MONTH : 10,000,000

MAXIMUM MoMo ACCOUNT BALANCE: 5,000,000

5. BILLING

Billing shall be based on the amount and nature of the Transaction. The price list shall be displayed at the MMC outlets or Distributors', and can be consulted via <https://mtn.cm/momo/fees/> or by dialing *126#

This billing may be amended. MMC shall inform the bearer on the modification via same channels.

6. DURATION, BLOCKING AND CLOSURE OF THE MOMO ACCOUNT

Unless closed for the cases stipulated herein, the MoMo account shall be open for an indefinite term.

The MoMo account can be blocked by MMC at the request of the competent authorities. MMC can block the account temporarily for technical reasons or during the period of an internal investigation following a fraudulent transaction or subsequent to a complaint by the sender after an erroneous transaction.

The MoMo account can be closed notably for the following cases:

- At the bearer's request
- Reprehensible behaviour by the bearer, notably the use of the account for fraudulent purposes
- Death of the bearer
- Absence of transactions for a period of five months and inactivity of the related telephone number during the same five-month period. The account closure fees are applied in accordance with the regulations in force with a ceiling of 2,500 FCFA

In case of suspension or closure of the MoMo account, the available balance of the MoMo account is provided to the bearer at the counters of MMC upon presentation of identification papers and any other document which MMC can require from the bearer. Refund shall be without charges other than those strictly necessary for such refund.

Six months after being made available at the counters, unclaimed amounts may be returned to the Bank for transfer to the body in charge of dormant bank accounts.

Inactive accounts for a period of more than 5 months and not closed will be subject to a monthly fee of closing costs up to the ceiling of 2,500 FCFA. This amount will be refunded to the account holder in case of reactivation of his account by a deposit or withdrawal transaction on his account by the account holder if it takes place before the effective closing of the account.

7. SECURITY

Only one MoMo PIN is attached to a MoMo account at a given time. The PIN is known solely by the bearer who can modify it by contacting 8787, MMC or his Distributors.

The bearer shall be the only user of the MoMo PIN and in this regard, solely liable for the transactions carried out with his MoMo PIN.

The PIN, in case it has been erroneously entered 3 successive times shall be blocked, and the holder must follow the PIN change procedure by contacting 8787, MMC or its distributors.

Owning a SIM card only, shall not give access to a MoMo account. However, the bearer must inform MMC in case of any suspicious or illegal activity related to the service offered. The bearer can dial 8787 to this effect.

8. CANCELATION OF THE TRANSACTION

MMC reserves the right to cancel a transaction deemed suspicious, erroneous or fraudulent upon authorization of the receiving account or after having received a decision from an auxiliary of justice.

9. Engagements of the bearer

The bearer shall:

Not disclose his MoMo PIN code.

Not use or allow his MoMo account to be used for illicit purposes or reasons which can destroy the interest of MMC or third parties.

Inform MMC on the modifications related to information provided when the account was being opened.

Provide when requested, the documents and information required by MMC.

10. MODIFICATIONS

MMC can modify the MoMo service. Such modifications shall take effect once the bearer is notified thereof.

Information shall be notified to the bearer either by SMS, publication at the level of Service Centres and Distributors, or via the website at www.mtncameroon.net.

11. APPLICABLE LAW AND COMPETENT COURTS

This contract shall be governed by Cameroonian law. Disputes that have not been resolved amicably shall be tabled before the competent courts in Douala or Yaounde.

12. CONSERVATION AND COMMUNICATION OF DOCUMENTS

MMC shall guarantee the traceability of transactions carried out by the bearer for ten years. Information on the bearer and his transactions shall be conserved for ten years from the date his account is closed. Such information can be communicated by MMC to the competent authorities and used for direct prospection on MoMo products and services.