

TERMS AND CONDITIONS OF USE OF BOTSWANAPOST MOBILE APPLICATION TERMED AS 'POSA'IT'

1. ACCEPTANCE

- 1.1. PLEASE READ THE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN THE USER AND BOTSWANAPOST, CONCERNING THE USER'S ACCESS TO USE BOTSWANAPOST'S MOBILE APPLICATION. THE USER AGREES THAT BY ACCESSING THE POSA'IT APPLICATION, THEY HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

2. INTRODUCTION

- 2.1. These terms and conditions apply to all product and service transactions offered on the Posa'IT platform. However, by accessing the application and using other products and services, the user understands and agrees that there may be other product specific terms and conditions that the user might be asked to agree to in addition to these general terms and conditions.
- 2.2. This Mobile Application is operated by Botswana Postal Services termed T/A BotswanaPost.
- 2.3. These terms and conditions of use may be changed by BotswanaPost in the future without prior notice.
- 2.4. Further, the user notes and agrees that should there be any conflict or inconsistency between the provisions these terms and conditions, and any other product specific terms and conditions, the provisions of the product specific terms and conditions shall prevail.
- 2.5. Further, these terms and conditions apply exclusively to the users access, and use of this Mobile Application, and will not alter in any way the terms or conditions of any other agreement that they might have with BotswanaPost for products, systems, services or otherwise.
- 2.6. While BotswanaPost has tried to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors, for which we apologize. We reserve the right to make changes and corrections at any time, without notice.

3. DEFINITIONS AND INTERPRETATION

3.1. In this Agreement, the following terms shall apply:

- 3.1.1. **Account** shall mean any transactional including mobile money account or any type of account opened and held by the customer with any authorised financial institution
- 3.1.2. **Agreement** shall mean these terms and conditions, together with registration forms, rules, product specifications and any other forms as may be varied by BotswanaPost from time to time
- 3.1.3. **Card** means any VISA or Mastercard payment card that can be used in the place of cash to make payments, issued to the user and directly linked to an account by an authorised financial service institution.
- 3.1.4. **Company/Utility Supplier/Provider/Service Provider** ("the SP") of the product shall mean electricity/DSTV/airtime or any other product for which the User is purchasing the voucher or making payment of a bill for.
- 3.1.5. **Confidential Information** includes but is not limited to; any information in respect of knowhow, formulae, processes, systems, business methods, marketing methods, promotional plans, financial models, inventions, long-term plans and any other information of the Parties in whatever form it may be; all internal control systems of the parties, details of the financial structure and any other financial, operational information, and any arrangements between the Parties and others with whom they have business arrangements of whatsoever nature, all of which the Parties regard as confidential.
- 3.1.6. **Controller or Data Controller** means BotswanaPost or any other natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data
- 3.1.7. **Data Protection Laws** means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under this agreement.
- 3.1.8. **Data subject** means the individual to whom the Personal Data relates
- 3.1.9. **Divulge or make use of** means to reveal, make known, disclose, divulge, make public, release, publicize, broadcast, communicate

or correspond or any such other manners of divulging of any information

- 3.1.10. **DPA** means the Data protection Act of 2018 adopted by the Republic of Botswana on the 15th of August 2021 or as amended, repealed consolidated or replaced from time to time
- 3.1.11. **Instructions** means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action with regards to Personal Data.
- 3.1.12. **KYC** means Know Your Customer (KYC) and customer identification procedures applicable during the registration processes and in the course of performing transactions as defined within the broader scope of anti-money laundering and counter terrorism financing regulations.
- 3.1.13. **Our/We/Us** means BotswanaPost
- 3.1.14. **Personal Data** Shall carry the same meaning as Personal Information
- 3.1.15. **Personal Data Breach** or Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, damage, alteration, unauthorized disclosure of, abuse, other processing or access to, Personal Data transmitted, stored or otherwise processed by the Parties in connection to the provisions of the Agreement or in violation of the requirements of the DPA. Personal Data Breach will not include unsuccessful attempts or activities that do not compromise the security of the Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks and other network attacks on firewalls or networked systems.
- 3.1.16. **Personal Information** means Personal Data that is subject to the protection of the Data Protection Act of Botswana and includes but not limited to: information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, color, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; information relating to the education or the medical, financial, transactional, economic, tax, debt, criminal or employment history of the person; any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that

would reveal the contents of the original correspondence; the views or opinions of another individual about the person; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

- 3.1.17. **PosoMoney** means the mobile money service which is marketed, managed, and operated exclusively by BotswanaPost in the Republic of Botswana.
- 3.1.18. **Processing** means any operation or activity or set of operations which is performed whether or not by automatic means on Personal Data, encompassing the collection, receipt, recording, organizing, structuring, storage, updating, modification, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, distribution, dissemination or otherwise making available in any other form, alignment, linking, merging or combination, restriction, degradation, destruction or erasure of Personal Data. The terms “Process,” “Processes,” and “Processed” will be construed accordingly.
- 3.1.19. **Processor** or **Data Processor** means the Service Provider or any such natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller
- 3.1.20. **Service Provider** means BotswanaPost and includes its affiliated, holding and subsidiary companies
- 3.1.21. **Sub-Processor** means any Processor engaged by BotswanaPost to assist in fulfilling its obligations with respect to the provisions of mobile based solutions or other relevant services under the Agreement.
- 3.1.22. **Value Added Services (VAS)** shall have the same meaning as company/Utility Supplier/Provider/Service Provider (“the SP”)
- 3.1.23. **You/Your/User** means the BotswanaPost customer who has installed and uses the mobile application

4. POSA’IT USAGE

- 4.1. Before using the Posa’IT application, BotswanaPost must verify customer information, including but not limited to user identities, postal and physical addresses, source and purpose of funds and/or any other information required by appropriate regulation/legislation requirements in Botswana
- 4.2. BotswanaPost reserves the right to refuse to accept any user registration, access or use.

- 4.3. The User shall remain liable for payment of any and all transactions initiated together with associated fees and charges on the mobile application which shall be debited from their account

5. TYPES OF USE

- 5.1. Based on the customers need, BotswanaPost may from time to time require such customers to fill out application forms and provide KYC to use the following products and services.

5.1.1. POSOAPP

- 5.1.1.1. PosoApp allows customers to purchase value added services (VAS).

5.1.2. POSOMONEY

- 5.1.2.1. Mobile money service is a network agnostic, interoperable digital wallet marketed, managed, and operated exclusively by BotswanaPost.

5.1.3. DIGIPOST

- 5.1.3.1. DigiPost is a mobile application that allows vendors to resell native and non-native postal products and services on behalf of BotswanaPost for a commission on all successful transactions.

6. PAYMENT OPTIONS AND CURRENCY

- 6.1. Payment options/methods accepted may be via VISA, MasterCard and/or certain Debit/Credit cards.
- 6.2. The transaction currency is in Botswana Pula (BWP).

7. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 7.1. Except as otherwise indicated, all Mobile Application materials, including but not limited to design, text, graphics, other files, and the selection and arrangement thereof, are the copyright property of BotswanaPost, ALL RIGHTS RESERVED.
- 7.2. You may electronically copy and print hard-copy excerpts of this Mobile Application (and materials here) only for non-commercial personal use, or non-commercial use within the organization that employs you, provided that the materials are not modified, and all copyright or proprietary notices are retained.

- 7.3. Any other use of the materials in this Mobile Application - including any commercial use, reproduction for purposes other than described above, modification, distribution, republication, display, or performance-without the prior written permission of BotswanaPost is strictly prohibited.

8. SALE OF VARIOUS VOUCHERS AND BILL PAYMENTS

- 8.1. BotswanaPost offers the User the option to purchase various vouchers and/or to pay for various bills, for the use in certain types of devices, via this Mobile Application within the Republic of Botswana.
- 8.2. The purchase of the various vouchers/payment of the various bills via this Mobile Application is subject to any credit limitations or payment ceilings imposed by the User's bank, limits imposed by BotswanaPost owing to regulatory standards and by the limits imposed on the User's device.
- 8.3. Due to the fixed service fee set by the Company, Utility Supplier/Provider or Service Provider ("the SP") of the product (electricity/DSTV/airtime or any other product for which the User is purchasing the voucher for or making payment of a bill), the minimum transaction amount will be based on the product/service type except for prepaid electricity which is set at P 20.00 per transaction.
- 8.4. The price payable for the product and/or amount payable for any bill payment shall be as set by the respective SP.
- 8.5. Payment for the product purchased/bill paid via this Mobile Application shall be effected by the User to BotswanaPost by way of a credit/debit card transaction using a valid credit/debit card or via PosoMoney.
- 8.6. Although every effort is made to ensure that the User receives the purchased product immediately/the User's account with the respect SP is credited immediately, BotswanaPost in no way warrants that the service will be completely uninterrupted and error free and that accordingly there may be a delay (time out) in the delivery of the product to the User or payment of the bill by the User, as the case may be.

9. TRANSACTION FEE CHARGES

- 9.1. BotswanaPost is remunerated by the relevant SP for providing the delivery of the available products /services.
- 9.2. However, there may be a transaction fee as listed in BotswanaPost's tariff which will be payable to BotswanaPost, per successful transaction by the User.

- 9.3. This transaction fee will be borne by the User and same will automatically be included in the transaction processed by the User on the Mobile Application.
- 9.4. The User will receive a separate BotswanaPost VAT receipt for such transaction fee, together with the voucher depending on the type of transaction.
- 9.5. Customers accepting BotswanaPost terms and conditions hereby acknowledge and accept that a transaction fee as aforesaid will apply to each transaction processed by the User on the Mobile Application.

10. LIABILITY CLAUSE

- 10.1. If you submit an incorrect vehicle registration number and renew a vehicle registration that does not belong to you; wrong DSTV Smartcard number; wrong Prepaid Electricity meter number etc., BotswanaPost is wholly not liable for your error, and does not guarantee or warrant any rectification of any errors arising out of the provision of the incorrect details supplied by you, and is wholly not liable for any refund, or reimbursement of funds, arising thereof.
- 10.2. BotswanaPost, takes all reasonable precautions to ensure that this service is secure and virus free and denies liability (to the maximum extent allowed by law) for:
 - 10.2.1. Any virus-related damage or loss resulting from your interactions with the Mobile Application.
 - 10.2.2. Security of any information you transmit to or from this service.
 - 10.2.3. Except as required by law, BotswanaPost gives no express or implied warranties or guarantees, and makes no representations in relation to use of this service.
- 10.3. BotswanaPost does not warrant or represent:
 - 10.3.1. Your system will meet the minimum requirements to enable your use of this service;
 - 10.3.2. This service is free from any computer viruses or defects; or
 - 10.3.3. Your access to this service will be continuous or uninterrupted.
 - 10.3.4. BotswanaPost is not liable for any loss or damage suffered by, or injury to, any person (including yourself and any third parties) that may result from the use of this service.

11. REFUND POLICY

11.1. BotswanaPost will not be held responsible for any wrong information entered by the customer as there are given a confirmation page before proceeding for payment. Customer will only be refunded for:

11.1.1. None release of tokens

11.1.2. Expired tokens

11.1.3. Service not available

11.1.4. Duplicate transactions

11.2. For all acceptable refunds, customers must provide receipt as proof of purchase, bank statement and letter of request. This must be done within 30 working days of receipt of purchase.

12. USER ACCOUNTABILITY/ RESPONSIBILITY

12.1. By using this this Mobile Application;

12.1.1. The User represents and warrants that all registration information submitted is true and accurate, current, and complete.

12.1.2. The User will maintain the accuracy of information and promptly update such registration information as necessary.

12.1.3. The User represents and warrants that they will not use this Mobile Application for any illegal or unauthorized purposes and that the use will not be in violation of any applicable laws and regulations.

12.1.4. Any use of the Mobile Application in violation of the foregoing that violates these terms and conditions, may result in, among other things, termination, or suspension of the right to access the Application.

12.1.5. The User is responsible for all use of the Mobile Application made by the User or anyone else using the User's password and for preventing unauthorized use of the User's password.

12.1.6. If the User believes there has been any breach of security such as the disclosure, theft or unauthorized use of the User's Password or any payment information, the User must notify BotswanaPost immediately.

- 12.1.7. BotswanaPost recommends that the User does not select an obvious user password (such as the User's name) and that the User change it regularly.

13. SECURITY

- 13.1. User information is kept strictly confidential and is secured by a variety of security measures that are reasonable considering the nature of service offered on this Mobile Application.
- 13.2. All credit/debit card transactions are Secure Socket Layers (SSL) encrypted. Payment gateway used for all card transactions is Payment Card Industry Data Security Standard (PCI-DSS) compliant. The company registration documents, and the Mobile Application's registered domain name are checked and verified.
- 13.3. Appropriate legal action shall be taken against any person that delivers or attempts to deliver any damaging code to this Mobile Application or attempts to gain unauthorized access to this Mobile Application.
- 13.4. For your security, we recommend that you keep your login name and password secret. If you think that your password may have been compromised, log in and change it. After recovering a lost password by any method, we recommend that you change your password.

14. GUIDELINES FOR REVIEWS

- 14.1. BotswanaPost may provide areas on the Application for reviews or ratings.
- 14.2. When posting a review, the User shall comply with ensuring that the review does not contain offensive, profane, abusive, racist or hate language.
- 14.3. The reviews shall not be false or misleading statements. BotswanaPost reserves the right to accept, reject or remove reviews at its sole discretion.

15. LINKS AND FRAMING

- 15.1. BotswanaPost makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of Mobile Applications accessible by hyperlink from this Mobile Application, or Mobile Applications linking to this Mobile Application.

16. MOBILE APPLICATION DISCLAIMER

- 16.1. BotswanaPost shall develop and operate the mobile application with reasonable skill and care and has reasonable security procedures in place.
- 16.2. Except as set out above,

- 16.2.1. BotswanaPost provides no warranties about the Mobile Application.
- 16.2.2. BotswanaPost shall not be liable to the User by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Terms and Conditions, for any direct, indirect, special, or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of BotswanaPost, their employees or agents or otherwise) which arise out of or in connection with the Mobile Application or its Use (whether in contract, delict or otherwise).

17. GOVERNING LAW

17.1. These Terms and Conditions shall be governed and construed in terms of the law of the Republic of Botswana and the jurisdiction of the Botswana Courts shall govern any action arising from these Terms and Conditions and/or the Use of this Mobile Application.

17.2. BotswanaPost chooses as it's domicilium citandi et executandi as:

- 17.2.1. PosoHouse
Plot 53952
Khama Crescent
Gaborone
Botswana
Attention: The Chief Executive Officer

18. PRIVACY

18.1. BotswanaPost warrants that all personal data collected from the User shall be kept confidential by providing the necessary security safeguards in the lawful use and handling of the information in accordance with the Data Protection laws and regulations of Botswana.

19. ACCESS BY THIRD PARTIES

19.1. BotswanaPost may be compelled to grant access to your Posa'IT platform or transactional statements to competent third parties such as any Court of Law, Tax Authority, Regulatory Authority and/or any such person or body authorised by the law or regulatory instruction or any court.

19.2. For such instances, BotswanaPost does not need the users consent to release or grant access to such parties

- 19.3. Given the above, the user indemnifies BotswanaPost against any loss the user may suffer as a result of this access.

20. PROCESSING OF PERSONAL INFORMATION

- 20.1. The Data Processor shall process all the information and/or personal data in respect of the services being rendered in accordance with the DPA and the agreement and only for the explicit purpose of providing services set out in the agreement.
- 20.2. The Data Processor shall process personal data for the limited purpose of performing the obligations set out under the agreement. Data may, for that purpose, be processed by any of the Data Processors entities or affiliates to:
- 20.2.1. Provide you with products and services
 - 20.2.2. Comply with regulatory, legislative, risk and/or compliance requirements
 - 20.2.3. Conduct market research, customer satisfaction surveys or other competitions
 - 20.2.4. Market products and services to you
- 20.3. The personal data to be processed by the Data Processor concerns the categories of data, the categories of data subjects and the purposes of the processing set out below;
- 20.3.1. The Data Processor is a software development company, assigned by the Data Controller to make available to the Data Controller software for supporting the Data Controllers mobile based solutions.
 - 20.3.2. The Data Processors processing of personal data on behalf of the Data Controller shall mainly pertain to the provisions of Services as set out in the agreement.
 - 20.3.3. Processing includes personal data about data subjects as outlined in the definitions
- 20.4. By accepting these terms and conditions, all parties irrevocably agree to abide by the terms and conditions as set out in this agreement as well as irrevocably agree and acknowledge that all information provided, whether personal or otherwise, may only be used and processed by the service provider in furtherance of the service offered in the agreement.
- 20.5. It is confirmed that by submitting information to the service provider, irrespective as to how such information is submitted, the Service Provider

consents to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this DPA and this agreement.

21. VARIATION

- 21.1. BotswanaPost may, in its sole discretion, change these terms and conditions or any part thereof at any-time without notice.

22. TERM AND TERMINATION

- 22.1. The term for this Agreement commences when the User downloads/installs the Mobile Application, and will continue in effect until terminated by the User or BotswanaPost as set forth under Clause 7.

- 22.2. The User will terminate the Agreement by uninstalling/deleting their profile from the Mobile Application and copies of the application from their device.

- 22.3. BotswanaPost may terminate this Agreement at any time without notice if it ceases to support the Application.

22.4. EFFECTS OF TERMINATION

22.4.1. DELETION AND RETURN OF PERSONAL DATA

- 22.4.2. Upon termination or end of term of the agreement, the Data Processor shall retain Customer Data with limited function for 90 days

- 22.4.3. Within the 90 days, the Data Controller retains the right to reasonably request for such information as may be retained by the Data Processor

- 22.4.4. After the 90-day retention period ends, the Data Processor will delete the Personal Data in its entirety, unless Data Processor is permitted or required by applicable law, or authorized by the Data Controller under this DPACD, to retain such data.

- 22.4.5. Upon the Data Controllers request, the Data Processor shall certify in writing the destruction of the Personal Data

22.5. TRANSFER OF DATA OUTSIDE BOTSWANA OR TO INTERNATIONAL ORGANIZATIONS

- 22.5.1. Any transfer of Personal Data to countries outside Botswana or to international organizations by the Data Processor or Sub-Processor shall only occur on the basis of

documented instruction from the Data Controller and shall always take place in compliance with the DPA

23. ENQUIRIES

23.1. Should you have a problem buying products or services on this Mobile Application, please visit the nearest post office or contact;

23.1.1. **Email:** enquiries@botswanapost.co.bw

23.1.2. **Telephone:** (+267) 391 1473
(+267) 393 0629
(+267) 0800 335 577

23.1.3. **WhatsApp & SMS Line:** (+267) 77 537 517

23.2. The user hereby warrants that the mediums through which they enquire and may subsequently issue instructions to BotswanaPost are secured with the necessary login credentials and are only accessible to the user and that the data being transmitted is encrypted and may not be subject to interception.

23.3. Given the above, you hereby indemnifies BotswanaPost against any loss that may be suffered by the user as a result of BotswanaPost using and placing confidence on any communication and/or instruction sent using any such mode of communication

24. ANNEXURE 1 - TRANSACTION LIMITS AND FEES

Service/Product	Min. Purchase Value	Fee Charge (VAT Inc)
Prepaid Electricity	P20	P 5.50
Prepaid Airtime	Dependent on MNO	Free
Postal Box Renewal	Dependent on postal box fee	P 11.20
DSTV Premium Renewals	Dependent on DSTV Package	P 5.50
Motshidisi Premium Renewals	Dependent on premium owed	P 5.50