

CUSTOMER AGREEMENT

Terms and Conditions for PosoMoney Services

1. DEFINITIONS:

1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**Account**” means the Customer’s PosoMoney account, in which the Customer shall hold his E-Money in and use for purposes of carrying out all PosoMoney transactions;

“**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

“**Application Form**” means the registration form containing the Customer’s data;

“**Bank-to-Wallet Transaction**” means the transfer of E-Money by a Customer from his Bank Account to his PosoMoney Account;

“**BotswanaPost website**” means www.botspost.co.bw;

“**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 authorized financial service institution.

“**Cash-in**” means money paid to an Agent by the Customer for purposes of crediting the Customer’s PosoMoney Account with an equivalent amount of E-Money sums;

“**Cash-out**” means the exchange of E-Money for cash by a Customer and/ or Designated Payee;

“**Conditions of Use**” means these terms and conditions, registration forms and any other PosoMoney forms as may be varied by BotswanaPost from time to time;

“**Credit Balance**” means the amount of E-Money available in the Customer’s PosoMoney Account;

“**Credit Transaction**” means any transaction which results in your account being credited with E-Money;

“**Customer**” or “**PosoMoney Customer**” means any person in whose name an account for the PosoMoney services is registered;

“**Debit Balance**” means the amount of E-Money withdrawn from your account;

“**Debit Transaction**” means any transaction that results in your account being debited of E-Money;

“**Designated Payee**” or “**Designated Payer**” means any person who is designated by the Customer through SMS, to be the recipient of E-Money from the Customer’s Account;

“**E-Money**” means the electronic value (E-value) available in the PosoMoney Account;

“Goods and Services” means such products as may be purchased from the Merchants using PosoMoney;

“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.

“ID Number” means the number associated with the form of identification provided;

“Mobile Equipment” means your Mobile Phone, SIM skin and SIM Card or other equipment which when used together allows access to **PosoMoney** services and, in each case, is approved for use within the Republic of Botswana by the relevant authority;

“Money Laundering” means the engagement of a person or persons, directly or indirectly in conversion, transfer, concealment, disguising, use or acquisition of money or property known to be of illicit origin and in which such engagement intends to avoid the legal consequence of such action;

“Network Service Provider” means the network provider of the Customer’s mobile phone, being Orange, Mascom and/ or BeMobile;

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

“Outlet Operator” means the person(s) stationed at an Outlet for purposes of providing assistance to a Customer;

“Personal information” means information which identifies a Customer as an individual, including but not limited to, your age, race, contact details, mobile phone number, any identifying number assigned to the Customer and any information relating to transactions in which the Customer has been involved;

“Person-to-Person Transaction” means the transfer of E-Money by a Customer from his PosoMoney Account to a designated payee;

“PIN” means your personal identification number being the secret code you use to access and operate your PosoMoney account;

“PosoMoney” means the mobile money service which is marketed, managed, and operated exclusively by BotswanaPost in the Republic of Botswana.

“PosoMoney Agent” or “Agent(s)” means person(s) registered by BotswanaPost to provide PosoMoney services, details of which may be obtained from BotswanaPost;

“PosoMoney Merchant or Merchant” means a seller of goods and services who accepts PosoMoney E-Money transactions in lieu of payment of goods and services;

“PosoMoney Services” means the services provided by **PosoMoney** for the issue and redemption of E-Money and the transfer of E-Money between customers, agents and/ or Merchant on the basis of Transfer Instructions including the recording of all Transactions, verifying and confirming all Transactions concluded and updating customer account records, through Sim Skin technology, an online portal and PosoMoney application system;

“PosoMoney website” means www.posomoney.co.bw;

“SMS” means a short message service consisting of a text message transmitted from one Mobile Phone to another;

“Tariffs” or “Tariff Charges” means the Tariffs and other charges payable under these Terms and Conditions for PosoMoney services as published on the PosoMoney tariff guide;

“Tariff Guide” means a catalogue published for the Tariffs payable for the PosoMoney services, as updated from time to time;

“Terrorist Financing” means the provision of, or making available such financial or other related services to a terrorist, group or entity which is concerned with terrorist act. It includes also the entering into or facilitation, directly or indirectly, of any financial transaction related to dealing in property owned or controlled by or on behalf of any terrorist or any entity owned or controlled by a terrorist;

“Transfer Instructions” means instructions given via SMS by the Customer for the transfer of E-Money; and

“Transactional limits” means the limits placed on the Transactions that shall be effected by the Customer.

1.2. Unless the context indicates a contrary intention, any expression which denotes:

1.2.1. singular shall include the plural and vice versa;

1.2.2. A gender shall include the other genders;

1.2.3. A natural person shall include a reference to a juristic person and vice versa; and

1.2.4. References to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement.

1.3. Paragraph headings are for reference purposes only and shall not be taken into account in interpreting or construing the import or tenor of this Agreement or any clause or provision hereof.

1.4. In the event that there is any conflict or inconsistency between the provisions of the Agreement and the Annexures or specifications hereto, the provisions of this Agreement shall prevail.

1.5. The rule of construction that ambiguities or inconsistencies are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement to favour any Party against the other. Ambiguities or inconsistencies shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of conclusion of the Agreement.

2. POSOMONEY USAGE

2.1. Before using the PosoMoney 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.

2.2. BotswanaPost reserves the right to refuse to accept any user registration, access or use.

2.3. 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

3. APPLICABILITY

- 3.1. These Terms and Conditions shall apply to all PosoMoney customers who use PosoMoney services (as defined herein) provided by BotswanaPost.
- 3.2. When a person uses or registers as a PosoMoney customer by executing the PosoMoney Application Form either physically or via self-registration they hereby agree to abide by these Conditions of Use.
- 3.3. BotswanaPost reserves the right to vary these Terms and Conditions as it sees fit, without notification to the Customers.

4. **APPLICATION FOR ACCOUNT**

4.1. **Registration:**

- 4.1.1. A Customer may register for the PosoMoney service provided he has an active SIM Card.
- 4.1.2. A Customer may register for PosoMoney services with any PosoMoney Agent stationed at any outlet.
- 4.1.3. Upon registration, the Customer shall be required to provide the following information per the Application Form:
 - 4.1.3.1. A certified copy of a valid Identification i.e. omang for citizens and passports for non- citizens;
 - 4.1.3.2. Full names;
 - 4.1.3.3. Physical address;
 - 4.1.3.4. Postal address;
 - 4.1.3.5. Date of birth;
 - 4.1.3.6. Nationality;
 - 4.1.3.7. Employment status;
 - 4.1.3.8. Occupation;
 - 4.1.3.9. Mobile number;
 - 4.1.3.10. Next of Kin; and
 - 4.1.3.11. Any other information as may be required.
- 4.1.4. All information provided must be complete and accurate in all respects. The Customer shall advise PosoMoney and its Agents of any changes that may arise.
- 4.1.5. BotswanaPost may decline an application at its sole discretion, should the PosoMoney Agent and/ or BotswanaPost not be satisfied with the Customer's information provided.
- 4.1.6. Upon activation of an Account, the Customer shall be entitled to use PosoMoney services with immediate effect.
- 4.1.7. In the event of damage to, loss or theft of the mobile equipment, the Customer shall inform the nearest PosoMoney agent to ensure that the necessary action can be taken. BotswanaPost shall thereafter suspend the Customer's PosoMoney account to prevent further use of PosoMoney services until the mobile equipment has been replaced.

4.2. **Charges:**

- 4.2.1. The Customer shall be liable for payment to his Mobile Phone Network Service provider for all network costs incurred in using PosoMoney services.

4.2.2. The Customer shall be liable to pay the applicable Tariffs for the use of the PosoMoney services and such Tariffs are deducted directly from your PosoMoney account upon each transaction. Details of the existing tariffs can be found on the PosoMoney website BotswanaPost website and are available from all PosoMoney Agents.

5. POSOMONEY SERVICES

PosoMoney services shall be made available to the Customer subject to these Conditions of Use:

5.1. Transactions:

5.1.1. Upon registration and provision of an account, the Customer shall be able to affect the following transactions:

- 5.1.1.1. A credit Transaction; and
- 5.1.1.2. A debit Transaction.

5.1.2. A Credit Transaction shall be deemed to have taken place:

- 5.1.2.1. Where the Customer purchases E-Money by submitting cash in hand to an Agent (**Cash-in**);
- 5.1.2.2. when E-Money is transferred to the Customer's PosoMoney account from another customer (**Person-to-Person transaction**);
- 5.1.2.3. when E-Money is transferred from the Customer's Bank Account to the Customer's PosoMoney account (**Bank-to-Wallet transaction**);

5.1.3. A Debit Transaction shall be deemed to have taken place:

- 5.1.3.1. Where there has been an exchange of E-money for cash at any Agent (**Cash-out**);
- 5.1.3.2. Where there has been transfer of E-money from one Customer's account to another Customer (**Person-to-Person transaction**);
- 5.1.3.3. Where there has been a purchase of pre-paid services and bill payments;
- 5.1.3.4. Where there has been a purchase of Goods and/or Services from PosoMoney Merchants.

5.1.4. All transactions shall be effected by and authorized with a Customer PIN, or by such other method BotswanaPost may prescribe from time to time.

5.1.5. The PosoMoney system shall verify and confirm all transactions effected from the Customer's account by SMS verification to the Customer's registered phone number.

5.1.6. The reference number issued via SMS shall be used to track & identify all transactions carried out on the Customer's account. The PosoMoney system records shall be regarded as correct unless the contrary is proven.

5.1.7. The Customer shall be required to show proof of Identity (ID) before a cash-out and/or a cash-in can be effected with an Agent and the ID presented will be recorded by the Agent on such transactions.

5.1.8. The PosoMoney system shall not affect any Transactions from the Customer's account in the event that the Customer does not have sufficient E-Money in his account to meet the value of the Transaction and Charges applicable thereto.

5.1.9. The PosoMoney system shall not reverse or charge-back any transfer instruction for any reason including in the event of any dispute with any other Customer or an PosoMoney Merchants. The Customer shall be responsible for resolving any dispute arising with any other Customer or a PosoMoney Merchants without recourse to BotswanaPost.

5.2. Payment Options And Currency

5.2.1. Payment options/methods accepted may be via VISA, MasterCard and/or certain Debit/Credit cards.

5.2.2. The transaction currency is in Botswana Pula (BWP).

5.3. Transactional Limits

5.3.1. Account/Wallet holdings:

5.3.1.1. The Customer shall be entitled to cash-in a maximum amount of BWP 100 000.00 (One Hundred Thousand Pula) of E-Money into his PosoMoney Account.

5.3.2. Cash-ins

5.3.2.1. The Customer and/ or Designated Payer shall be entitled to cashin:

5.3.2.1.1. **BWP 10 000.00 (Ten Thousand Pula)** per transaction;

5.3.2.1.2. **BWP 15 000.00 (Fifteen Thousand Pula)** per day; and

5.3.2.1.3. **BWP 30 000.00 (Thirty Thousand Pula)** per month

5.3.3. Cash-outs:

5.3.3.1. The Customer and/ or Designated Payee shall be entitled to withdraw:

5.3.3.1.1. **BWP 10 000.00 (Ten Thousand Pula)** per transaction;

5.3.3.1.2. **BWP 15 000.00 (Fifteen Thousand Pula)** per day; and

5.3.3.1.3. **BWP 30 000.00 (Thirty Thousand Pula)** per month.

5.3.4. Person to Person Transactions

5.3.4.1. The Customer shall be entitled to transfer to a designated payee:

5.3.4.1.1. **BWP 10 000.00 (Ten Thousand Pula)** per transaction;

5.3.4.1.2. **BWP 15 000.00 (Fifteen Thousand Pula)** per day; and

5.3.4.1.3. **BWP 30 000.00 (Thirty Thousand Pula)** per month.

5.4. Balance Enquiry

5.4.1. The Customer may obtain a balance enquiry from the PosoMoney application system and query any transactions effected using his PosoMoney application system at any Agent outlet.

5.5. Security and Unauthorized Use

5.5.1. Only one PIN Number shall be linked to a Customer's Account.

5.5.2. Only the Customer shall be authorized to use the Mobile number linked to the Customer's Account and the PIN Number.

5.5.3. The Customer shall be responsible for the safekeeping and proper use of his Mobile Equipment, PIN Number, and for all transactions that take place on account of using of the PIN Number.

5.6. **Tariffs**

5.6.1. Tariffs as published are payable to BotswanaPost for each transaction effected from the Customer's account. The Tariff Guide is available by accessing the BotswanaPost website and PosoMoney website and copies will be available at all locations at which PosoMoney services are offered.

5.6.2. Tariffs payable on each transaction shall be deducted from the Customer's account on conclusion of each Transaction and the Customer's new balance on conclusion of the Transaction shall be notified to the Customer by way of SMS message.

5.6.3. Tariffs including Value Added Tax (VAT) are subject to other applicable levies and taxes at the prevailing rates.

5.7. **Suspension and Disconnection of the Services & Closure of Account**

5.7.1. BotswanaPost may suspend, restrict or terminate the provision of PosoMoney services (in whole or in part) and/or close the Customer's account without informing the Customer and without any liability whatsoever (although, we will, where possible, try to inform the Customer that such action is or may be taken) under the following circumstances:

5.7.1.1. If BotswanaPost is aware or have reason to believe that the Customer's Mobile Equipment is being used in an unauthorized, unlawful, improper or fraudulent manner or for criminal activities (or has been so used previously);

5.7.1.2. If the Customer does not comply with any of the conditions relating to PosoMoney services including these Conditions of Use;

5.7.1.3. If the Customer notifies BotswanaPost and/ or PosoMoney Agents that the Customer's Mobile Equipment has been lost or stolen or that Customer's PIN has been lost or disclosed to any other party;

5.7.1.4. If the Customer does anything (or allow anything to be done) with his Mobile Equipment which may damage or affect the operation or security of the Network or the PosoMoney services;

5.7.1.5. For any other reasons outside of BotswanaPost's control; or

5.7.1.6. Upon receipt of request by Customer to close the same.

5.7.2. Where PosoMoney services have been suspended or disconnected or the Customer's account is closed, any Credit Balance in the Customer's account shall be repaid to the Customer in cash upon the Customer presenting himself at any PosoMoney outlet and providing satisfactory evidence of their identity.

5.7.3. BotswanaPost shall not be responsible for any direct, indirect, consequential or special damages arising from any act or omission by BotswanaPost or any third party

for whom BotswanaPost is responsible, whether arising in contract, or statute, if BotswanaPost close or suspend your Account under the terms of this clause.

- 5.8. Notwithstanding the above, should the Customer's PosoMoney Account remain dormant and/ or inactive for a continuous period of twelve (12) months, BotswanaPost shall, upon SMS alert to the Customer, cause the monies, if any, within the Customer's PosoMoney Account to be transferred into a designated account.
- 5.9. Should the Customer fail to claim any such monies within three (3) months from the date of the aforesaid transfer, BotswanaPost shall, upon SMS alert to the Customer, effectively transfer the same to Bank of Botswana. The Customer will thereafter be required to attend at Bank of Botswana premises to recover any monies due to him.

5.10. Personal Information

- 5.10.1. BotswanaPost and the PosoMoney Agents shall take all reasonable measures to protect the Customer's personal information, where such information has been disclosed by the Customer and shall keep such information confidential, unless authorized by the Customer to disclose the same.
- 5.10.2. Notwithstanding clause 4.6.1, the Customer hereby accepts that BotswanaPost and / or the PosoMoney Agents may disclose and/ or receive personal information and/ or documents about the Customer without the Customer's consent:
 - 5.10.2.1. From and/ or to 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;
 - 5.10.2.2. From and/ or to BotswanaPost's Service providers, dealers, agents, or any other company that may be or become BotswanaPost's subsidiary, parent Company or Partner, for reasonable commercial purposes connected to the Customer's use of the mobile service or the PosoMoney services, such as marketing and research related purposes;
 - 5.10.2.3. For purposes of facilitating BotswanaPost's abilities to carry out any activity in connection with a legal, governmental or regulatory requirement; and
 - 5.10.2.4. to BotswanaPost's 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).
- 5.10.3. The Customer hereby agrees that his information, including his personal information, conversations with the PosoMoney Customer Care Centre and transactions shall be recorded and stored for record keeping purposes and for a further seven (7) years from date of closure of his account.

5.11. Rights Reserved

- 5.11.1.1. BotswanaPost reserves the right to perform statistical analyses of user behavior to improve customer satisfaction level.
- 5.11.1.2. BotswanaPost may send the Customer promotional materials or details by SMS in order to update the Customer and keep the Customer advised of any promotions or developments, which BotswanaPost deems to be of interest to the Customer.

5.11.1.3. The Customer shall have the right to unsubscribe to the receiving of such direct communications.

5.11.1.4. Notwithstanding any such preference not to receive promotional information by the Customer, BotswanaPost reserves the right to contact the Customer regarding account status, changes to the terms and conditions and other matters relevant to the underlying services and/or the information collected.

6. WARRANTIES & GUARANTEES:

6.1. The Customer warrants that it shall not use PosoMoney services to commit any offence(s) in contravention of any existing laws within the Republic of Botswana and/ or applicable to the Republic of Botswana and BotswanaPost.

6.2. BotswanaPost warrants that it shall not sell, rent or provide any Customer's personal information to unauthorized entities or third parties for their independent use without the Customer's consent.

6.3. BotswanaPost shall allow the Customer access to his personal information and registration data, so that the Customer may view, update or correct his information.

6.4. Should the Customer's personal details change, the Customer warrants that it shall inform BotswanaPost and/ or the PosoMoney agents of the same within five (5) working days.

6.5. BotswanaPost warrants that the Customer shall be beneficially entitled to all those amounts standing to the credit of the Customer's Account.

6.6. BotswanaPost shall have no obligation to invest the amounts standing to the credit of the Customer's Account other than by way of holding the same in the Account.

6.7. The Customer hereby acknowledges that, to the extent that any interest accrues on the amounts held in his account, the Customer shall have no beneficial entitlement to such interest and BotswanaPost's Financial Partner 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 PosoMoney System and/or to pay the same to such charitable cause(s) as the Financial Partner may in its absolute discretion determine.

7. FRAUD:

7.1. The Customer shall not directly or indirectly engage in any fraud against the BotswanaPost, PosoMoney Agents and/ or the PosoMoney system. For purposes of this terms and condition, fraud shall include without limitation, theft, deception, unlawful transaction or unauthorized use or sale of PosoMoney services or any services and or product provided by the Principal.

7.2. Any fraudulent activities by the Customer or any person or entity associated with the Customer using the systems of the PosoMoney shall constitute a material breach of the terms and conditions of this Agreement.

7.3. If BotswanaPost (acting in good faith) determines that there has been a breach by the Customer of this clause, such a breach shall be deemed a material breach of this Agreement, and BotswanaPost shall have the right to terminate this Agreement without prejudice to the BotswanaPost's rights under this Agreement or at law.

8. COMPLIANCE WITH ANTI-BRIBERY LAWS

8.1. The Customer shall:

- 8.1.1. Comply with all relevant Applicable Local Law relating to bribery and corruption and any other foreign law with extra territorial application;
 - 8.1.2. Not do or omit to do anything likely to cause BotswanaPost and/ or PosoMoney Agents to be in breach of any such Applicable Law;
 - 8.1.3. not give, offer, promise, receive, or request any bribes, including in relation to any public official;
 - 8.1.4. maintain throughout the term of this Agreement, a programme designed to ensure compliance with the Applicable Law by the Agent, including an education and training programme and measures reasonably calculated to prevent and detect violations of the Applicable Law;
 - 8.1.5. if requested and at BotswanaPost's reasonable cost, provide BotswanaPost with sufficient reasonable assistance to enable BotswanaPost to perform any actions required by any government or agency in any jurisdiction for the purpose of compliance with any Applicable Law or in connection with any investigation relating to the Applicable Law; and
 - 8.1.6. promptly notify BotswanaPost of any allegation of fraud, bribery or corrupt or unlawful practices made against the Customer in court, arbitration or administrative proceedings, or any investigation is commenced in respect of such allegations, at any time during the term of this Agreement.
- 8.2. The Customer hereby indemnifies the Principal and its directors, officers, employees, agents and affiliates against all losses which they may have suffered as a result of breach of this clause by the Customer.
- 8.3. If BotswanaPost (acting in good faith) determines that there has been a breach by the Customer of this clause, such a breach shall be deemed a material breach of this Agreement, and BotswanaPost shall have the right to terminate this Agreement without prejudice to the BotswanaPost's rights under this Agreement or at law.

9. PREVENTION OF MONEY LAUNDERING AND THE FINANCING OF TERRORISM

- 9.1. The movement of money through the PosoMoney System which is or which forms part of the proceeds of any crime or which is intended to facilitate, aid or finance the commission of any crime is expressly prohibited.
- 9.2. The Customer shall adhere to the know your customer (KYC) and customer identification procedures during the registration processes and in the course of performing transactions requested by customers including accepting of cashin's and effecting payments.
- 9.3. Notwithstanding anything to the contrary contained in this Agreement, BotswanaPost shall be entitled to forthwith terminate this Agreement (without prejudice to BotswanaPost's rights in terms of the Terms and condition or at law including, but not limited to, any right to claim damages) in the event that BotswanaPost reasonably and in good faith determines that the Customer has breached any of its obligations contained in this clause.
- 9.4. Upon termination of these Terms and Conditions by BotswanaPost pursuant to this clause, the Customer shall not be entitled to any further payment under this Agreement and shall have no claim of whatsoever nature against BotswanaPost arising out of such termination.

10. EXCLUSION OF LIABILITY

- 10.1. BotswanaPost shall not be liable for any loss which the Customer suffers unless such loss is directly caused by BotswanaPost being negligent or deliberately acting wrongly.
- 10.2. While BotswanaPost shall ensure that the Customers are able at all times to make full use of the PosoMoney network, BotswanaPost does not guarantee that PosoMoney 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 PosoMoney services.
- 10.3. BotswanaPost shall not be 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.
- 10.4. BotswanaPost shall not be responsible to the Customer for any indirect, consequential or special damages arising from any act or omission by BotswanaPost or any third party for whom we are responsible and whether arising in contract or statute.
- 10.5. All Agents are independent outlets authorized by BotswanaPost or an approved PosoMoney agent/aggregator to provide PosoMoney services and no employee- employer relationship exists between PosoMoney and the Agents and accordingly BotswanaPost bears no responsibility or liability for any default or negligence on the part of the Agents in providing PosoMoney services.

11. **SUSPENSION OR INTERRUPTION TO SERVICES**

- 11.1. BotswanaPost may from time to time suspend the PosoMoney services during any technical failure, modification or maintenance either of the service or the equipment by means of which the service is provided.
- 11.2. BotswanaPost shall give the Customer notice via SMS of any such anticipated interruption to service immediately upon recognition and/ or anticipation of such interruption.

12. **FORCE MAJEURE**

- 12.1. BotswanaPost shall not be liable to the Customer for failure to perform under this Agreement if such failure is as a result of “force majeure”.
- 12.2. For the purposes of this agreement, “force majeure “is an event which is beyond the reasonable control of the Party’s performance under this Agreement impossible or so impractical as reasonably to be considered impossible under the circumstances.
- 12.3. Force Majeure shall not include:
 - 12.3.1. any event which is caused by the negligence or international action of the Party claiming force majeure or such a Party’s sub-contractors or agents or employees; nor
 - 12.3.2. Any event which a diligent Party could reasonably have been expected to:
 - 12.3.2.1. Take into account at the time of the execution of the Agreement; and
 - 12.3.2.2. Avoid or overcome in the carrying out of its obligations hereunder.
- 12.4. During the period of such force majeure, the provisions of this Agreement shall be suspended and the Customer shall have no right to claim against BotswanaPost by virtue of such force majeure.
- 12.5. In the event of “force majeure” BotswanaPost shall take such actions as shall be reasonably practicable to ensure that the performance of the Services resumes.

13. **BREACH**

- 13.1. In the event that any party hereto commits any material breach of the terms and conditions of this agreement and the party committing such breach fails to remedy same within fourteen (14) calendar days of receipt of written notice requiring it to do so, then in addition to and without prejudice to any other rights which aggrieved the party to have in law, the aggrieved party shall be entitled to cancel this agreement with immediate effect and to claim such damages as it may have suffered or to withhold payment until the breach is remedied.
- 13.2. The defaulting party shall pay all expenses incurred in recovering any amounts owed to it including legal fees, collection fees and tracing fees.
- 13.3. In the event that the Customer is the defaulting party, a certificate signed by any of BotswanaPost's managers (whose appointment need not be proved) showing the amount due from the Customer is prima facie proof of the facts stated on the certificate for purposes of summary judgment and provisional sentence, unless the contrary is proven.

14. **TERMINATION**

- 14.1. Notwithstanding clause 9, should the Customer wish to terminate its use of the PosoMoney services for any reason whatsoever, the Customer shall deliver to BotswanaPost and/ or its PosoMoney Agents fourteen (14) working days notice of the intention to terminate.
- 14.2. Upon termination, each party shall be paid all monies due to them.

15. **COMPLAINT PROCEDURE**

- 15.1. The Customer may:
- 15.1.1. contact PosoMoney Agent at an outlet; or
 - 15.1.2. fill the complaints form available on the PosoMoney website and BotswanaPost website; or
 - 15.1.3. call the PosoMoney Customer Call Centre for the lodgment of any disputes, claims and/ or to report Account discrepancies.
- 15.2. PosoMoney Customer Care/ PosoMoney Agent shall resolve any account disputes or claims within seven (7) business days of lodgment of complaint.
- 15.3. Nothing in this section shall be deemed to exclude any legally recognized dispute resolution body from receiving, hearing and determining the dispute.

16. **ASSIGNMENT**

The Customer shall not be entitled to cede, assign or transfer their respective rights and obligation under this agreement to any third party, without prior written consent of BotswanaPost.

17. **WAIVER**

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the parties hereto giving the same, and any such waiver will be effective only in specific instance and for the purpose given. No failure or delay on the part of any party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. **GENERAL**

- 18.1. This agreement incorporates the entire agreement between BotswanaPost and its Customers. BotswanaPost reserves the right to alter, cancel or vary the Terms and Conditions of Use hereof without any further notice to its Customers.
- 18.2. No Party will have any claim or right of action arising from any undertaking or representation not included in this Agreement.
- 18.3. Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. a Stipulatio Alteri) which, if accepted by the person, would bind any Party in favor of that person. His Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.
- 18.4. The Parties shall at all times act in good faith towards each other and shall not bring any of the other Parties into disrepute.
- 18.5. The rights and obligations created by this Agreement shall devolve upon and bind BotswanaPost's successors in title.

19. **SEVERABILITY**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall be deemed to be severed therefrom and not affect the remainder of this Agreement, which shall remain of full force and effect.

20. **GOVERNING LAW**

This Agreement shall be interpreted and implemented in accordance with the laws of Botswana and will be subject to the jurisdiction of the High Court the Republic of Botswana.

21. **ENTIRE AGREEMENT**

This Agreement and its Appendices referred to herein, constitute the entire Agreement between the Parties in respect of the subject matter hereof, and supersedes all previous agreements in respect thereof.

22. **DOMICILIUM AND NOTICES**

- 22.1. Any notices to be given to a Customer in terms of this agreement shall be done via SMS. The addresses mentioned in the Registration form shall be respective addresses the Customer choose as his domicilia citandi et executandi for the delivery or service of all communications arising out of this agreement, which communication shall be in writing and shall be delivered by hand during ordinary working days.
- 22.2. Any notices to be given to BotswanaPost in terms of this agreement shall be in writing and delivered by hand during ordinary business hours or dispatched by facsimile during normal business hours to the addresses mentioned hereunder which respective addresses BotswanaPost choose as his domicilia citandi et executandi for the delivery or service of all communications arising out of this agreement.
- 22.3. BotswanaPost's chosen domicilium et executandi is as follows:

Plot 53952,
PosoHouse

Khama Crescent, Gaborone
P.O. Box 100
Gaborone