

## CUSTOMER TERMS & CONDITIONS

This Agreement contains the complete terms and conditions that apply to your participation in Pesa Print's NoTi Service and supersedes all other agreements entered into between you and Pesa Print Limited of P.O. Box 48609 - 00100 Nairobi, Kenya (Pesa Print) with respect to the NoTi Services. These terms and conditions take effect on the date of publication. By participating in or continuing to use the NoTi Service you shall be deemed to be making an affirmative statement of your acceptance of these terms and conditions.

### 1. Definitions

- i. **"Account"** means your NoTi Account, being the record maintained by us of the amount of E-Money from time to time held by you and represented by an equivalent amount of cash held by the Trustee on your behalf;
- ii. **"Cash"** means the lawful currency of the Republic of Kenya;
- iii. **"NoTi Merchant"** means a person, business or company appointed to offer NoTi Services; acceptance of payments for goods and services at registered pay points, e-wallet cash withdrawals and e-wallet funding; and includes participating ATM networks;
- iv. **"E Money"** means the electronic monetary value depicted in your NoTi Account representing an equal amount of Cash held by the Trustee and which may be redeemed through a NoTi Merchant for an equal amount of Cash;
- v. **"Card tokenization"** means the process of de-identifying sensitive cardholder data by converting it to a string of randomly generated numbers called a *token*.
- vi. **"Foreign National"** means a person who is not a citizen of Kenya irrespective of whether the person is permanently resident in Kenya.
- vii. **"Transaction Log Book"** means the book maintained by the NoTi Merchant in which all transactions are recorded and which serves as conclusive evidence of the successful completion of those transactions;
- viii. **"Manager"** means a person who is legally authorized to access funds in your NoTi account in the event of your permanent disability;
- ix. **"NoTi Service"** or **"NoTi"** means the money transfer services provided by Pesa Print including issuance, management and redemption;
- x. **"NoTi System"** or **"NoTi"** means the system operated by Pesa Print providing the NoTi Services;
- xi. **"Outlet Operator"** means the assistant attending to you at a Merchant Outlet;
- xii. **"Outlet"** means any shop, unit or other retail premises or portion thereof operated by a Merchant;
- xiii. **"Participant"** or **"User"** means any person that participates in the NoTi System by using the NoTi Services to send or receive money and includes any person that facilitates the redemption of E-Money;

- xiv.** **“Password”** means your secret personal identification data made up of a string of characters which you choose to access and operate your Account and includes the one-time password sent to you on registration for the purpose of activating your Account.
- xv.** **“PIN”** means your personal identification number you choose to confirm your approval of a transaction processed in your Account;
- xvi.** **“Registration Form”** means the registration form containing registration details and your acceptance of these Terms and Conditions;
- xvii.** **“Pesa Print Products and Services”** means any products and services provided to you by Pesa Print whether under this Agreement or otherwise;
- xviii.** **“Secret Word”** means the secret password allocated to you upon activation of your NoTi Account;
- xix.** **“SMS”** means Short Messaging Service that enables the transmission of text messages from one mobile phone to another;
- xx.** **“Successor”** means a person who is legally authorized to access funds in your NoTi account in the event of your death;
- xxi.** **“Transaction”** means the movement of money in to, or out of your NoTi Account;
- xxii.** **“Trustee”** means the National Bank of Kenya Limited;  
**“Trust Deed”** means together the Declaration of Trust executed by the Trustee constituting the trusts under which the Trustee holds all amounts of cash received for your Account in trust for you upon the terms and conditions therein specified. These documents are available for inspection at [www.pesaprint.com](http://www.pesaprint.com);
- xxiii.** **“You” or “your”** means the NoTi Participant who has registered to use the NoTi Service.

## **2. Service Description**

- 2.1. NoTi is a service that allows you to send and receive money and make or accept payments through your registered mobile phone or computer web platform, tokenize your debit and credit cards and fund your e-wallet through money transfers, tokenized cards and at Merchant outlets.
- 2.2. NoTi Service is available on both the mobile phone and computer on the web platform.
- 2.3. NoTi is available upon registration for the NoTi Services and your acceptance of these Terms and Conditions.
- 2.4. You may register for a NoTi Account by completing the online NoTi Registration Form.
- 2.5. Pesa Print may in its absolute discretion restrict or limit the number of accounts you may operate at any one time.
- 2.6. By registering to use the NoTi Service you agree to these Terms and Conditions (the “Terms and Conditions”), which shall form a legally binding agreement between you and Pesa Print.
- 2.7. Pesa Print may in its absolute discretion refuse to register or revoke the registration of any person on the NoTi System.

- 2.8. You may acquire E-Money in your NoTi Account by depositing Cash at a NoTi Merchant outlet or receiving a remittance of E-Money from another NoTi Participant, through an international money remittance from a participating remittance service provider or through any other acceptable means that may be provided from time to time.
- 2.9. All transactions shall be denominated in Kenya Shillings. The NoTi System may not recognize any monetary value depicted as Cents. You hereby agree to round off any transaction value to the nearest Kenya Shilling.
- 2.10. Your Cash represented as E-Money is held in trust for you by the Trustee by virtue of the Trust Deed under which the Trustee declared itself trustee of the moneys held for you in the Account and other Participants as beneficiaries in accordance with the trusts declared by the Trust Deed. By participating in and/or continuing to use the NoTi Services you acknowledge the sufficiency of the Trust Deed as creating a valid trust over funds held by the Trustee on your behalf upon the terms therein specified
- 2.11. You acknowledge that the Trustee may treat the records of the NoTi System as conclusive evidence of the amount of E-Money at any time standing to the credit of your Account and the Trustee is not bound to make any independent investigation of your beneficial entitlement to the Cash held in trust.
- 2.12. Subject to the prescribed transaction limits and the provisions of these Terms and Conditions, the balance of your NoTi Account is redeemable at any time and shall be disposed of only in accordance with your instructions given via the NoTi System.
- 2.13. You acknowledge that NoTi is neither a bank nor a deposit-taking institution.
- 2.14. All charges applicable to the NoTi service are set forth in a separate fee schedule available on the NoTi website as well as at NoTi Merchant outlets and as may be published from time to time by Pesa Print and are subject to change at any time at Pesa Print's sole discretion.
- 2.15. By agreeing to these terms and conditions, you expressly agree to receive communication from NoTi by way of SMS and other form of communication such as email and telephone as may be required.

### **3. Account Opening and Maintenance**

- 3.1. The following conditions must be met before opening a NoTi Account in your name:
  - 3.1.1. You must be at least 18 years old with capacity to enter into contracts.
  - 3.1.2. You must complete the online Registration Form and submit it when duly completed. For the avoidance of doubt a completed Registration Form shall bear your name as it appears on your Official Identification Document and such other information as may be required.
  - 3.1.3. You must provide sufficient proof of identification (ID). For the purpose of this agreement, sufficient proof of (ID) shall be an original national or military ID card if you are a Kenyan national; and original Alien Certificate, Diplomatic ID or Passport if you are a foreign national.
  - 3.1.4. You must not provide any false, inaccurate, incomplete or misleading information.

- 3.1.5. You are solely responsible for ensuring that your registration details are maintained up to date.
- 3.1.6. Pesa Print may reject your application at its discretion if any of the account opening requirements are not met or if you fail to provide us with satisfactory proof of identification.
- 3.1.7. Pesa Print reserves the right to request further information pertaining to your Account at any time failure to which may result in limitation on usage of the NoTi Service, suspension or termination of the account.
- 3.1.8. You must not maintain more than two NoTi Accounts. If at the time of commencement of these Terms and Conditions you maintain more than two or more NoTi Accounts, Pesa Print shall reserve the right to migrate one Account to the next tier requiring enhanced due diligence (including the submission by you of additional documentation as may be required) and may require you to close off any extra accounts.
- 3.1.9. No interest will be paid on any funds held in your NoTi Account.
- 3.1.10. Subject to Pesa Print's due diligence and vetting, you may obtain an official statement of your NoTi Account upon request on email.
- 3.1.11. For the avoidance of doubt Pesa Print shall not be obliged to adduce evidence in any civil or criminal court in relation to the contents of any statement.

#### **4. Privacy Policy**

- 4.1. Pesa Print recognizes the importance of protecting the privacy of all information provided by NoTi Users. This statement is meant to affirm our utmost respect for your rights to privacy.
- 4.2. Pesa Print collects personally identifiable information that we use to profile NoTi Users and administer individual NoTi Accounts, update NoTi databases, and provide User support.
- 4.3. Save as provided hereunder, Pesa Print does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.
- 4.4. You acknowledge that by using the NoTi Services, some of your personal information will be passed on to any person/ entity whom you receive E-Money from, or send E-Money to and will be available to any third party involved in the operation of the service including without limitation, NoTi Merchants. You hereby authorize Pesa Print to share with, provide or disclose to third parties with which you have separately contracted or with which you intend to contract (and have informed Pesa Print of this intention in writing or electronically through the NoTi System), your personal information including any transaction data, information pertaining to you or your NoTi Account, or your usage of Pesa Print's Products and Services provided that the authority given to Pesa Print to disclose information to such third parties (not being a law enforcement, investigative or regulatory authority) pursuant to this clause may be withdrawn at any time.
- 4.5. You acknowledge that Pesa Print may verify your identity information through publicly available and/or restricted government databases in order to comply with regulatory requirements.

- 4.6. You accept that Pesa Print shall have the right to monitor your Account usage and may disclose personal information to local law enforcement or investigative agencies or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of money laundering activities, fraud or other criminal activities. This is in compliance to the prevailing law which is a requirement for all institutions operating in Kenya.
- 4.7. Pesa Print employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties. Pesa Print employees are also responsible for the internal security of the information. Employees who violate Pesa Print's privacy policies are subject to a range of disciplinary actions.
- 4.8. Any person submitting any information to Pesa Print through the NoTi System may be granted access rights to that information. Pesa Print has developed systems that enable access and correction of information submitted to it.

## **5. Account Usage:**

- 5.1. After your Account has been opened and activated, you will be able to initiate the following transactions:
  - 5.1.1. Load E-Money through any of the modes provided by the NoTi System including through participating NoTi Merchants;
  - 5.1.2. Send E-Money to and receive E-Money from other Users;
  - 5.1.3. Withdraw Cash from your Account through participating NoTi Merchants;
  - 5.1.4. Withdraw Cash from your Account through participating ATM networks;
  - 5.1.5. Buy prepaid airtime;
  - 5.1.6. Pay utility bills or make one-off or periodic payments or remittances to participating utility providers, financial institutions, charity organizations any other appointed payment acceptors.
  - 5.1.7. Pay for goods purchased from participating merchants;
  - 5.1.8. Manage your Account (check balance inquiries, change PIN and password); and
  - 5.1.9. Any other transactions as may be introduced by Pesa Print or financial institution partners from time to time.
- 5.2. Pesa Print does not warrant that all functionalities shall be available at all times and may withdraw any functionality or the NoTi Service in general as a direct result of new or amended legislation, statutory instrument, Government regulations or policy or any other compelling reason.
- 5.3. Pesa Print may provide additional functionality on the NoTi menu following integration with platforms of financial institutions and other entities providing you with specified services. Such functionality may give you limited access to platforms of the financial institutions or other entities. By using such functionality to gain access to other platforms, you hereby agree to indemnify Pesa Print against, and hold Pesa Print harmless from any losses arising from your access to such external platforms.

5.4. In the event of any review of our business planning, technical, public interest or operational reasons, changes within the industry, recommendations from regulatory bodies or similar events, Pesa Print may vary these Terms and Conditions or policies affecting usage and shall notify you of such changes through appropriate means. Your continued use of the NoTi Service shall be deemed to be your acceptance of all such varied terms and conditions or policies.

## **6. NoTi Access Responsibility**

- 6.1. Access to the NoTi Services is password/ PIN protected. You hereby agree to guard your password and not to disclose it to any third party including NoTi Merchants, Pesa Print (NoTi) staff or any person purporting to have authority to ask for it.
- 6.2. All transactions on the NoTi System are PIN protected. You hereby agree to guard your PIN and not to disclose it to any third party including NoTi Merchants, Pesa Print (NoTi) staff or any person purporting to have authority to ask for it.
- 6.3. You acknowledge that you shall be solely responsible for the security of your PIN and Secret Word. Pesa Print shall not be liable for any disclosure of your PIN or password to any third party and you hereby agree to hold Pesa Print harmless from any losses that result from any PIN disclosure.
- 6.4. You are responsible for all instructions given to Pesa Print in relation to your NoTi Account.
- 6.5. Pesa Print shall deem each correct PIN entry as being performed by the legitimate owner of the NoTi Account and shall regard all subsequent transactions as validly performed by you.

## **7. Loading E-Money**

- 7.1. When loading money at a Merchant outlet, you may load E-Money into your NoTi Account only and not directly into another NoTi participant's NoTi Account.
- 7.2. In order to load E-Money, you must complete the information requested, including passing the identity and security validation and verification procedures to ascertain that you are the owner of the account. When loading E-Money at a NoTi Merchant the Cash equivalent to the E-Money sought will then be handed over.
- 7.3. After handing over the Cash to the NoTi Merchant, you must ensure that you sign the transaction log book which will serve as conclusive evidence that you have successfully completed the deposit transaction.
- 7.4. Pesa Print reserves the right to prescribe transaction limits and may allocate some NoTi Accounts with higher or lower limits.

## **8. Transferring E-Money**

- 8.1. Transaction limits and charges as prescribed by Pesa Print shall apply each time you use the "Transfer Cash", "Pay Bill", "Buy Goods" or Load Wallet services.
- 8.2. Your transaction request will not be completed:

- 8.2.1. If you have insufficient funds in your NoTi Account to complete a transaction or to cover the charges for a transaction;
  - 8.2.2. If you have reached the maximum Account Balance limit prescribed by Pesa Print;
  - 8.2.3. If you have reached the daily limit prescribed by Pesa Print;
  - 8.2.4. If your Account has been temporarily suspended or permanently frozen on valid grounds;
  - 8.2.5. If there are any other compelling reasons such as temporary system delay or outage.
- 8.3. You will be charged a fee for the chargeable transactions you undertake. The fee will be in accordance with the published tariffs.
- 8.4. If the E-Money in your NoTi Account is not sufficient to carry out your transaction (including covering the transaction cost) request in full, the transaction will not be completed and no E-Money will be debited from your NoTi Account.
- 8.5. Upon the successful completion of your transaction to another NoTi Participant, Pesa Print will immediately cause the transfer of the E-Money to the other Participant's NoTi Account. You and the recipient will both be notified by SMS as to the completed status of your transaction.
- 8.6. Where Pesa Print is unable to complete a transaction, you will be notified by SMS as to the reasons for not completing the transaction.
- 8.7. Each transaction you undertake will be accompanied by a unique receipt number that will appear in the confirmation SMS sent to you and will include an updated balance of your Account. This receipt number may be used to track and identify the transactions carried out on your Account and the SMS should therefore not be deleted if reliance on it will be required.
- 8.8. Upon the successful transmission of E-Money from your Account to registered recipient's NoTi account, title to the E-Money will pass to the recipient.
- 8.9. Where the recipient is not registered on the NoTi System, title to the E-Money will remain with you. However, you will not be able to withdraw the funds or send the funds to any other recipient or otherwise reverse the transaction unless the initial transaction is cancelled by Pesa Print upon the failure of the recipient Participant to accept the remittance within the stipulated time-frame as provided in 8.11.
- 8.10. If the recipient does not have a NoTi account, Pesa Print will send the recipient an SMS containing a one-time voucher to enable them cash the value sent to them.
- 8.11. If, within 7 days (or such longer period as may be determined by Pesa Print) of the transaction being made to a non-registered recipient, the recipient has not opened or cashed their voucher, Pesa Print will cancel the Transaction and the E-Money will be sent back to your account. You will be notified by SMS of the cancellation and reversion of the E-Money.
- 8.12. A transaction once completed is final and irrevocable. As such, Pesa Print shall not be under any compulsion to reverse any transaction.
- 8.13. Notwithstanding the import of clause 8.12, Pesa Print reserves the right, at its sole discretion, to cancel or reverse a transaction if reasonable grounds such as manifest error or fraud are shown and PROVIDED that the recipient has not redeemed the E-Money and the reversal claim is made within one (1) month of the erroneous transaction date.

8.14. Pesa Print will not be compelled to refund or compensate the sender if the E-Money is sent to a recipient mistakenly or in error or fraudulently or under duress and subsequently redeemed for Cash or otherwise spent by the recipient of the mistaken, erroneous or fraudulent transaction and you hereby agree to hold Pesa Print harmless for any losses arising from a mistaken, erroneous or fraudulent transfer of funds or any transfer of funds from your Account effected under duress or under coercion or criminal force.

## **9. Receiving E-Money**

9.1. If you are registered on the NoTi System and you receive an SMS informing you that you have received E-Money from another NoTi Participant or through an international money remittance, the E-Money shall be loaded to your NoTi Account immediately and you may redeem the E-Money at any NoTi Merchant or participating ATM networks or transfer the funds to a third party by following the NoTi menu options on your mobile phone.

9.2. If you receive funds in error you acknowledge that you shall be obliged to return the funds to the sender failing which Pesa Print may reverse the payment to the sender.

9.3. You may be liable to face prosecution for consuming or utilizing funds sent to you in error.

## **10. Withdrawal (Redemption) of E-Money**

10.1. NoTi Merchants: Upon passing the vetting requirements conducted by a NoTi Merchant, you may withdraw your E-Money at participating NoTi Merchants by accessing your Account and following the prompts on your phone's NoTi menu; however, any withdrawal transaction must be initiated and completed within a NoTi Merchant's premises and you must ensure you sign the transaction log book which will serve as conclusive evidence of the successful completion of the withdrawal transaction.

10.2. ATM Outlets: You may withdraw your E-Money at participating ATM network Outlets at any time by accessing your NoTi Account and following the prompts on your phone's NoTi menu. You will receive a one-time voucher which should be cashed at participating ATM networks within the prescribed timeframe. Failure to do so will cause the voucher received to expire.

10.3. Pesa Print shall, subject to transaction limits on the NoTi System, process the requests you make immediately after being satisfied that the person making the redemption has passed all identity and security validation and verification procedures. In the event of a dispute over the redemption of the funds, it shall be sufficient for Pesa Print to show a logical association between the transaction and the verification of identity and/or security procedures conducted to ascertain identity of the person entitled to the funds.

10.4. Subject to any other provisions to the contrary, you will be charged a withdrawal fee each time you withdraw funds from your NoTi Account.



## **11. Intellectual Property**

All intellectual property rights in the NoTi Service including the NoTi trademark are the property of Pesa Print and/or its affiliates. Any unauthorized reproduction, modification, distribution or republication of NoTi materials or intellectual property, without the express prior written consent of Pesa Print and/or its affiliates is strictly prohibited.

## **12. Fees**

- 12.1. You are responsible for the payment of all applicable fees. Pesa Print publishes fees payable in information pamphlets, daily newspapers, NoTi Merchant Outlets and on the NoTi and Pesa Print websites. Pesa Print's Customer Care department will be on hand to assist you with the fee schedule if you are uncertain about the applicable fee.
- 12.2. All fees are deducted at source and are subject to change at any time at Pesa Print's sole discretion.
- 12.3. Fees payable on each transaction will be deducted from your NoTi Account at the completion of each transaction. The balance in your e-wallet is available for you to see in the "View Wallet" option in the NoTi System.
- 12.4. Except as may otherwise be notified, fees are inclusive of all applicable taxes including Value Added Tax at the prevailing rate.

## **13. Suspension, Termination & Freezing**

- 13.1. Pesa Print reserves the right at its sole discretion to suspend or terminate the agreement if you use the NoTi Account for unauthorized purposes.
- 13.2. You acknowledge that Pesa Print may be compelled by law to suspend and/or freeze your Account or decline to execute your transaction requests if there are reasonable grounds to suspect that an Account has been or is being or may be used to receive or send funds in connection with any criminal or fraudulent activity.
- 13.3. You may request your Account to be closed at any time by giving written notice to Pesa Print addressed to: Pesa Print Limited, P.O. Box 48609 – 00100, Nairobi, Kenya. NoTi shall act on such instructions if, and only if, your Account balance reads zero (0).
- 13.4. Pesa Print may, at its discretion, close your Account at any time for any reason upon giving one (1) weeks' notice to you and making reasonable attempts to reach you. In such circumstances, you shall be entitled to the balance of any funds remaining in your NoTi Account.
- 13.5. Pesa Print may send notices to you at any postal address provided by you or electronically by SMS to your mobile telephone number with which you registered on the NoTi System.
- 13.6. This agreement terminates automatically upon the death of the User or Participant who has signed up for the NoTi services.

#### **14. Warranties, and Limitation of Liability**

- 14.1. Pesa Print is under obligation by law to report any suspicious account activity to its Money Laundering Reporting Officer (MLRO). The MLRO may escalate the suspicious activity to the relevant law enforcement authority.
- 14.2. Pesa Print shall use all reasonable efforts to ensure that all transaction requests are processed in a timely manner. However, Pesa Print makes no representations or warranties as to continuous, uninterrupted or secure access to the NoTi Service, which may be affected by factors outside Pesa Print's control, or may be subject to periodic testing, repair, maintenance or upgrades.
- 14.3. Pesa Print will not be responsible for any claim unless caused by willful default attributable to Pesa Print. Pesa Print specifically disclaims all liability for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by but not limited to:
  - 14.3.1. Transactions made to unintended recipients or payments made in incorrect amounts due to the input of incorrect information by you;
  - 14.3.2. Transactions made from your Account by an unauthorized third party who passes all identity and verification checks;
  - 14.3.3. any fraud, deception or misrepresentations by any NoTi Participant, whether or not the Participant has been verified,
  - 14.3.4. Any damages resulting from a recipient's decision not to accept or record a transaction made by you through the NoTi System,
  - 14.3.5. Failure of any other telecommunications or data transmission system other than the NoTi System;
  - 14.3.6. Any result of any acts of government or authority, any act of God or force majeure.
- 14.4. The limit of Pesa Print's liability shall not exceed the maximum Account balance limit for the time being in force for any single event or series of events.
- 14.5. You agree to indemnify and hold Pesa Print harmless against any claim brought against Pesa Print by a third party resulting from your breach of these Terms and Conditions.

#### **15. Dispute Resolution and Governing Law**

- 15.1. You may contact Pesa Print/ NoTi Customer Care for any disputes, claims or to report Account discrepancies. Pesa Print/ NoTi Customer Care shall handle the report in accordance with Pesa Print's standard complaint handling procedures.
- 15.2. In certain circumstances Pesa Print in conjunction with participating Merchants may provide for dispute resolution mechanisms. You agree to abide by such mechanisms as may be advised by Pesa Print or the participating merchants/businesses from time to time.

- 15.3. Any dispute arising out of or in connection with this Agreement that is not resolved by Pesa Print/ NoTi Customer Care may be escalated to the Pesa Print Manager responsible for the operations of the NoTi Services for resolution.
- 15.4. Any dispute arising out of or in connection with this Agreement that is not resolved by the Pesa Print Manager responsible for the operations of the NoTi Services shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitration (Kenya Chapter). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.
- 15.5. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.
- 15.6. Nothing in this section shall be deemed to exclude any legally recognised dispute resolution body from receiving, hearing and determining the dispute.
- 15.7. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

## **16. Disclosure & Data Retention**

- 16.1. You hereby expressly consent and authorize Pesa Print to disclose any transaction data or information pertaining to your NoTi Account to any law enforcement, investigative or regulatory authority including without limitation the Kenya Police, Central Bank of Kenya, Kenya Anti-Corruption Commission, Kenya Revenue Authority or any competent Anti-Money Laundering Authority for the purposes of any genuine enquiry or investigation or to any third party to which you have separately, either in writing or electronically through the NoTi System or otherwise, authorized Pesa Print to disclose transaction data or information pertaining to you or your usage of Pesa Print's Products and Services, including your NoTi Account provided that any consent given to Pesa Print to disclose information to any third party (not being a law enforcement, investigative or regulatory authority) pursuant to this clause may be withdrawn at any time.
- 16.2. You acknowledge that where your Account is determined by a competent judicial authority as containing proceeds of any criminal or money laundering activities, Pesa Print may be required by law to surrender funds in your account to any statutory fund created for the purpose of recovering the proceeds of crime.
- 16.3. You acknowledge that Pesa Print may retain your transaction data for a period of upto seven (7) years or as may be required by any law or regulation.

## **17. Force Majeure**

Neither Party shall be liable to the other Party for any delay or failure to perform its obligations under these Terms and Conditions as a result of revolution or other civil disorders; belligerent aggression by an enemy; strikes; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical equipment or system availability delay or failure; fires; floods; acts of God; government or regulatory intervention; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not. If such delay or failure continues for at least thirty (30) days then either Party may terminate their engagement by notice in writing to the other. Upon such termination all Cash held in trust for you in the NoTi System shall be made good to you.

## 18. General

- 18.1. Using your personal NoTi account to carry out transactions on behalf of another person is prohibited and may expose you to criminal liability under the Proceeds of Crime & Anti-Money Laundering Act. You may not use, or permit the use of your NoTi account to carry out any transactions on behalf of any other person.
- 18.2. You acknowledge that these Terms and Conditions are subject to amendment, modification or variation from time to time if required by, or found to be in conflict with, applicable law or regulation or otherwise without affecting the validity or enforceability of the remaining provisions.
- 18.3. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any and all prior terms. In the event of inconsistency between these Terms and Conditions and previous editions, this version will prevail.
- 18.4. These Terms and Conditions may be amended by Pesa Print from time to time as Pesa Print introduces new functionalities. Such amended Terms and Conditions may be published in posters or pamphlets available at NoTi Merchant Outlets, in the daily newspapers and/or on the Pesa Print/ Noti website from time to time and shall take effect immediately upon publication.
- 18.5. Pesa Print's failure to exercise or enforce any right under these Terms and Conditions shall not be deemed to be a waiver of any such right nor shall it prevent Pesa Print from exercising or enforcing the rights in question at any time.
- 18.6. You may not transfer any rights or obligations you may have under this Agreement without Pesa Print's prior written consent.
- 18.7. You must not use the NoTi service for the receipt of or payment for goods or services that offend or circumvent any law including without limitation, narcotic drugs, firearms, obscene or pornographic material or services, participation in pyramid or Ponzi schemes, infringement of third party intellectual rights, running illegal or unauthorized lotteries, gaming or gambling, as well as material that is morally repugnant; incites violence or desires to cause harm; induces an unacceptable sense of fear or anxiety; encourages or incites any person to engage in dangerous

practices or to use harmful substances; induces or promotes tribal, religious or racial disharmony; causes grave or widespread offence; or debases, degrades or demeans others.

- 18.8. Without prejudice to the provisions of this Agreement, where Pesa Print receives notification of the death or mental incapacity of a NoTi user, Pesa Print shall suspend all Account activity until satisfied that the relevant provisions of the Succession Act or the Mental Health Act (as the case may be) have been followed.
- 18.9. A person claiming access to funds by virtue of being a Successor (in the event of death) or Manager (in the event of permanent incapacity) shall, upon request by Pesa Print, produce letters of administration/grant of probate (in the event of death) or a court order authorizing the person to manage the estate (in the event of permanent incapacity) or such other document as may be prescribed.
- 18.10. If the Courts appoint a Successor or Manager, as the case may be, Pesa Print shall rely on such appointment of Successor or Manager in its decision to transmit funds held to the credit of your account to the Successor or Manager upon the event of your death or permanent incapacity (as the case may be).
- 18.11. You acknowledge that NoTi Merchants are independent contractors and Pesa Print shall not be liable for the acts or omissions of NoTi Merchants.