

Terms and conditions for use of Orange Money services

1. THE AGREEMENT

The use of ORANGE MONEY Services provided by Orange Money Liberia (Orange) by the Customer shall be subject to acceptance of the terms and conditions as detailed herein below (“**Terms and Conditions**”). By applying for use of the ORANGE MONEY Services, the Customer acknowledges that the Customer has read, understood and agrees to be bound by these Terms and Conditions.

2. DEFINITIONS

“**Account**” shall mean your ORANGE MONEY Account and the record maintained by Orange of the amount of E-MONEY held by you from time to time and represented by an equivalent amount of cash held by Orange on your behalf;

“**Agent/s**” shall mean the retail agents appointed by Orange to provide ORANGE MONEY Services, support the enrollment process of a Customer and facilitate Customer transactions;

“**Agreement**” shall mean these Conditions of Use together with this registration form;

“**Bill Payment**” shall mean the Transactions wherein the Customer uses the ORANGE MONEY Services to make payments towards utility bills, merchant payments and other such bill payments as may be allowed by Orange.

“**Charges**” shall mean all charges payable under this Agreement;

“**Customer**” shall mean an individual person above the age of eighteen (18) years who is registered to use the ORANGE MONEY Services;

“**E-MONEY**” shall mean the electronic money mirrored by the value stored in a bank account(s) and redeemable for cash;

“**Merchant**” shall mean and include any outlet/ service provider who have been authorized by Orange to accept payment for goods or services using an ORANGE MONEY Account;

“**Mobile Equipment**” means your mobile phone and SIM Card or other equipment which when used together allows access to ORANGE MONEY Services;

“**Mobile PIN**” shall mean a secret password that would enable the Customer to securely access and operate their Account;

“**MSISDN**” shall mean the mobile station identification number issued to you with the SIM card for accessing the Orange Network;

“**Network**” means the Global System for Mobile Communication operated by Orange and covering several areas within the Republic of Liberia as advised by Orange.

“**Registration Form**” means the registration form containing registration details and acceptance of these terms and conditions;

“**ORANGE MONEY Services**” or “**Services**” shall mean the services offered by Orange for the issue and redemption of E-Money and the transfer of E-Money between Customers on the basis of transfer instructions including the recording of all transactions, verifying and confirming all transactions concluded and updating Customer records;

“**ORANGE MONEY System**” or “**ORANGE MONEY**” shall mean the proprietary mobile money system operated, owned and maintained by Orange;

“**Transaction/s**” shall mean any credit or debit of money balances in the Customer’s ORANGE MONEY Account including but not limited to money transfer payments and receipts, payments for goods and services, utility payments, deposits and withdrawals.

“**Website**” shall mean the website owned, established and maintained by Orange

3. INTERPRETATION

- a. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b. Words importing any gender include the other gender.
- c. Reference to the Terms and Conditions shall mean and include the Terms and Conditions inclusive of any amendments made therein.
- d. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- e. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.

4. THE MECHANICS OF THE SERVICE

- i. ORANGE MONEY is a system operated by Orange Money Liberia Limited (“Orange”) which provides for an affordable, reliable and speedy facility for the transfer of money value from one place to another and from one person to another using the Short Message Service (“SMS”) capabilities of mobile phones. Customers of ORANGE MONEY are not required to have bank accounts to carry out Transactions using the ORANGE MONEY system.
- ii. ORANGE MONEY services are available to all members of the public who are mobile phone subscribers of any mobile phone service provider in the Republic of Liberia which accepts ORANGE MONEY services.

- iii. The ORANGE MONEY system allows mobile phone subscribers who subscribe for the ORANGE MONEY Services (“Customers”) to make cash payments to authorized agents of Orange (“Agents”) in exchange for a credit of electronic value representing the cash paid (“E-Money”).

The E-Money purchased is recorded in an account registered by ORANGE MONEY in the name of the Customer (a “Customer Account”) and is then available for use using the SMS functionality on that Customer’s mobile phone. The E-Money is redeemable for cash from any Agent at any location within Liberia and/or may be transferred to any other Customer or may be used to purchase Orange pre-paid airtime or goods and services from merchants authorized to accept ORANGE MONEY Services. All cash payments received by ORANGE MONEY Agents are held under a bank account maintained by an independent Liberian incorporated trust company (Orange Liberia) on trust for Customers on their behalf and to their order and are recorded as a credit in each Customers Accounts. Upon affecting a Transaction both the Customer and the Agent will receive an SMS confirmation of the Transaction to be effected, and only upon receipt of such SMS confirmation will the Agent affect the Transaction.

- iv. The Customer shall not assign or transfer his/her Account or the Services or otherwise grant any third party a legal or equitable interest over it.
- v. The Customer grants express authority to ORANGE MONEY for carrying out Transactions and instructions authenticated by providing the Mobile PIN.
- vi. The Customer shall be the sole and exclusive owner of the Mobile PIN and the Customer shall accept sole responsibility for use, confidentiality and protection of the Mobile PIN.
- vii. The Customer shall not disclose the Mobile PIN to any other person and shall not respond to any unauthorized SMS/ e-mail/ phone call in which the Mobile PIN is asked for. ORANGE MONEY shall, in no manner whatsoever, be held responsible or liable, if the Customer incurs any loss as a result of the Mobile PIN being disclosed/ shared by the Customer with any unauthorized persons or in any other manner whereby the security of the Mobile PIN is compromised.
- viii. The Customer must ensure the availability of sufficient funds (including service Charges thereon, if any) in the Account before initiating any Transaction.
- ix. The Customer shall not use the Services for any purpose that might be construed as contrary or repugnant to any applicable law, public policy or for any purpose that is contrary to ORANGE MONEY policy or might prejudice the goodwill of ORANGE MONEY.

5. REGISTRATION FOR ORANGE MONEY SERVICES

- i. A Customer will be required to accept the terms and conditions of use for the ORANGE MONEY services ("the Conditions of Use"), which acceptance will constitute a legally binding Agreement between the Customer, Orange and Orange Limited. The Conditions of Use are available from all Agents, Orange Headquarters and from Orange Website, the terms of which prevail over this Summary. All prospective Customers are advised to read and fully understand the same prior to subscribing for ORANGE MONEY Services.
- ii. Any person may register for a Customer Account with any of Orange' Agents. Upon registration the Agent may require all or any of the following information and documentation:
 - a. The Customer's ID Card Number or Passport.
 - b. The Customer's mobile number.
 - c. Where there is no formal ID, an alternative type of documents acceptable for their identification can be used, for example allowing a third party (such as clergymen, village/clan head/chief, etc. with acceptable means of identity) to act as referees.
- iii. All Agents are no more than independent outlets authorized by Orange Liberia to provide ORANGE MONEY Services and no agency relationship exists between Orange and the Agents and Orange Liberia bears no responsibility or liability for any default or negligence on the part of the Agents in providing the ORANGE MONEY Services.
- iv. ORANGE MONEY may decline the Customer to register on the ORANGE MONEY network, if the customer does not provide sufficient proof of identity and where ORANGE MONEY at its absolute discretion declines to register the Customer.

6. ORANGE MONEY TRANSACTIONS

- i. As part of the registration process for ORANGE MONEY Services a Customer will be provided with a one-time secret PIN (Start Key) for activation of the ORANGE MONEY Services and will be registered as a Customer. The Customer will use this Start Key to activate his or her ORANGE MONEY account and choose a secret PIN for transacting the Customer Account. Upon activation of a Customer Account, the customer will be granted access to the ORANGE MONEY Services menu will be accessible via USSD. Once a Customer's Account is credited with E-Money he will be able to carry out the following transactions ("the Transactions"):-
 - a. Cash in his E-Money by sending an SMS Message to an Agent via ORANGE MONEY instructing the Agent to pay out specified cash sums to him. The Customer's Account will be debited by the amount of cash withdrawn.
 - b. Transfer E-money to another Customer by sending an SMS Message to such other Customer via ORANGE MONEY specifying the amount to be transferred. Upon a Customer receiving such SMS message he will be able to cash in or use the E-Money transferred into his account.
 - c. Purchase Orange Liberia Pre-paid Airtime by SMS to ORANGE MONEY.

- d. Purchase Goods and Services from Merchants by the transmission of instructions by SMS via ORANGE MONEY in settlement for the Goods and Services purchased.
 - e. A Customer may purchase additional E-Money for the credit of his Account by making further cash payments to an Agent. A Customer Account may also be increased by receipt of a transfer of E-Money from another Customer by way of a transfer instruction given via SMS on their mobile phone.
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- ii. All Debit Transactions from your Account will be effected by Transfer Instructions authorized with the PIN which you choose when you register, or by such other method we may prescribe from time to time. Proof of ID will BE required before any Transaction can be effected and the ID presented will be recorded by the Agent on each Transaction.
 - iii. Your Account will be credited when you purchase E-Money by making Payments or when E-Money is transferred to your Account from another Customer and all such amounts will be held by Orange to your order.
 - iv. You may not effect any Transactions from your Account in the event that you do not have sufficient E-Money in your Account to meet the value of the Transaction and Charges applicable thereto.
 - v. The ORANGE MONEY System will verify and confirm all Transactions affected from your Account by SMS to you. The ORANGE MONEY System records will be taken as correct unless the contrary is proved.
 - vi. Upon any Credit Transaction and Debit Transaction being affected the ORANGE MONEY System shall credit or debit your Account once the sum is actually credited to, withdrawn or transferred by you from your Account.
 - vii. Any Transaction which is not concluded within 7 days of the Transfer Instructions first being given for that transaction will automatically be cancelled and an SMS notification of the cancellation shall be given to the Customer giving the Transaction Instructions.
 - viii. The ORANGE MONEY System will confirm every Transaction made by way of SMS together with an updated balance of your Account.
 - ix. We are unable to reverse or charge-back any Transfer Instruction for any reason including in the event of any dispute with any other Customer or Merchant. You are responsible for resolving any disputes arising with any other Customer or a Merchant without recourse to ORANGE MONEY.

- x. Each Transaction will be issued with a unique receipt number that is included in the confirmation SMS sent to you with an updated balance of your Account. This receipt number is used to track & identify all Transactions carried out on your Account.

7. OPERATION OF ORANGE MONEY SERVICES

- i. Customer shall open the Account with such minimum amount as may be specified by ORANGE MONEY in the welcome kit and as set out on the Website from time to time.
- ii. The Customer shall maintain such minimum balance in the Account as may be specified from time to time.
- iii. The Customer shall cease to have access to the Account through any access channel e.g. Unstructured Supplementary Service Data (“USSD”), Interactive Voice Response (“IVR”) etc. in the event the mobile number as provided by the Customer during registration is no longer operational.
- iv. All notices to be issued to the Customers under this Clause shall be deemed to have been sent and received on the basis of delivery confirmation received from ORANGE MONEY or any other telecom operator or upon confirmation received by any such mode of communication.
- v. The Transaction and the Transaction limits for the operation of the Account shall be set at the sole discretion of ORANGE MONEY and Transaction limits shall be communicated to the Customers in a manner deemed fit and proper by ORANGE MONEY.
- vi. The Customer confirms and acknowledges that she/he would receive statement of his/her Account only upon his request and ORANGE MONEY may charge a fee for providing physical statement to Customer as per charges mentioned in schedule of charges provided to the Customer at the time of opening of Account.

Closure of the Account

- vii. ORANGE MONEY reserves the right to close or freeze the Account and the Services pertaining to the same, after due notice to the Customers for reasons which may include, but not limited to, the following:
 - a. In case any of the documents furnished towards identity and address proof are found to be fake / forged / defective;
 - b. Improper conduct of the Account in terms of volume / type of transactions/any other reasons;
 - c. For unsatisfactory conduct of the Account.
- viii. Upon closure of the Account for any of the reasons specified above or otherwise, the Customer shall take steps to collect the balance amount in the Account.

8. PRIVACY POLICY

- i. ORANGE MONEY recognizes the importance of protecting the privacy of all information provided by Customers.
- ii. ORANGE MONEY collects personally identifiable information that we use to profile Customers and administer individual Accounts, update ORANGE MONEY databases, and provide User support.
- iii. Save as provided hereunder, ORANGE MONEY will 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.
- iv. You acknowledge that by using the ORANGE MONEY Services, some of your personal information will be passed on to any person 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, ORANGE MONEY Agents and the vendors of the ORANGE MONEY transfer technology platform. You hereby authorize ORANGE MONEY 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 ORANGE MONEY of this intention in writing or electronically through the ORANGE MONEY System), your personal information including any Transaction data, information pertaining to you or your ORANGE MONEY Account, or your usage of ORANGE MONEY Products and Services provided that the authority given to ORANGE MONEY 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.
- v. You acknowledge that ORANGE MONEY may verify your identity information through publicly available and/or restricted government databases in order to comply with regulatory requirements.
- vi. You accept that ORANGE MONEY 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;

9. ORANGE MONEY AGENTS

ORANGE MONEY Agents are appointed by Orange Liberia across the Republic of Liberia to provide ORANGE MONEY services and are mandated to register new customers for ORANGE MONEY, and to hold a stock of cash ready to exchange for E-Money to be credited to such Customers Account and pay out cash sums to Customers in accordance with SMS instructions relayed by Customers. ORANGE MONEY Agents receive a commission payable by the ORANGE MONEY System based on the transactions performed.

10. FEES

- i. You are responsible for the payment of all applicable fees. ORANGE MONEY publishes fees payable in information pamphlets, daily newspapers, Agent Outlets and on the ORANGE MONEY website. ORANGE MONEY's Customer Care department will be on hand to assist you with the fee schedule if you are uncertain about the applicable fee.
- ii. All fees are deducted at source and are subject to change at any time at ORANGE MONEY's sole discretion.
- iii. Fees payable on each Transaction will be deducted from your Account at the completion of each Transaction. Your new balance on completion of the Transaction shall be notified to you by SMS.
- iv. Except as may otherwise be notified, fees are inclusive of all applicable taxes including Value Added Tax at the prevailing rate.

11. INTELLECTUAL PROPERTY

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

12. INDEMNITY

- i. The Customer shall be liable to ORANGE MONEY for losses, expenses or damages and agree to indemnify, defend and hold harmless ORANGE MONEY and /or the ORANGE MONEY Agent harmless from any and all claims, losses, damages, liabilities, costs and expenses, including and without limitation legal fees and expenses arising out of or related to its use or misuse of ORANGE MONEY Services, violation of these terms and conditions or any breach of any representations, warranties and covenants made by the Customer.
- ii. The Customer shall indemnify ORANGE MONEY against any fraud or any loss or damage suffered by ORANGE MONEY due to the failure on the part of the Customer to communicate correct permanent or communication address and/or failure on the part of the Customer to communicate any change/alteration in the said permanent or communication address.
- iii. ORANGE MONEY shall not responsible for any loss arising from any failure, malfunction, or delay in any cellphone Networks, ORANGE MONEY System, cellphones, the Internet or terminals or any of its supporting or shared networks, resulting from circumstances beyond our reasonable control.

13. ADDITIONAL TERMS

- i. ORANGE MONEY makes no express or implied warranty, guarantee, representation or undertaking whatsoever regarding the services, which are not expressly mentioned herein.

- ii. ORANGE MONEY shall not be responsible for any acts or omissions of any third party including Agents/distributors/retailers/Merchants etc. with regard to services which are not expressly authorized by ORANGE MONEY.
- iii. ORANGE MONEY shall not be liable to the Customer or any other person for any incorrect information provided by the Customer to ORANGE MONEY pertaining to ORANGE MONEY Services, any delays, loss of business, profit, revenue or goodwill, anticipated savings, damages, fees costs, expense, etc. or for any indirect or consequential loss, howsoever arising, on account of unavailability/usage of ORANGE MONEY Services or otherwise.
- iv. ORANGE MONEY shall not be responsible in any way for the products or for any site from any Merchant Establishment from which they are purchased, or for any charges, taxes or other duties relating to the Transactions. The Merchant Establishments are solely responsible for all information in relation to the products, for the products themselves and their supply and sale to the Customer.
- v. Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Customer with the Merchant Establishment. It is clarified that ORANGE MONEY shall not be responsible or be liable for any deficiency in goods and/or services purchased using an ORANGE MONEY Account. The Customer is instructed to satisfy itself regarding the quality, quantity and fitness of any good and/or service before purchasing the same.
- vi. The Terms and Conditions herein shall be subject to the notifications/guidelines issued by the Central Bank of Liberia, from time to time.

14. CHANGE OF TERMS

- i. ORANGE MONEY shall at their sole discretion alter, modify or amend these Terms and Conditions from time to time and the same shall be updated and displayed by ORANGE MONEY on its Websites.
- ii. Orange may modify, terminate and/or suspend ORANGE MONEY Services anytime with or without prior notice, due to any changes in internal policies, rules, regulations and laws set by relevant authorities/regulators.

15. SEVERABILITY

If any part of these Terms and Conditions are adjudged illegal or inoperable for any reason, the same shall be severed from the remainder of this document and only that portion of this document that is specifically adjudged illegal or inoperable shall cease to govern the relationship between ORANGE MONEY and the Customer.

16. LIEN AND SET-OFF

ORANGE MONEY shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the balances lying in the Account of the

Customer, to the extent of all amounts payable by the Customer arising as a result of any of Orange services extended to and/or used by the Customer or as a result of any other facilities that may be granted by Orange to the Customer.

17. FORCE MAJEURE

- i. ORANGE MONEY shall inform the Customer of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. “**Force Majeure Event**” means any event due to any cause beyond the reasonable control of ORANGE MONEY, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.
- ii. ORANGE MONEY shall not be liable for any failure to perform any of its obligations under these terms or the specific terms and conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

18. DORMANT ACCOUNT

ORANGE MONEY may classify an Account as dormant if there are no Customer-induced transactions for 6 (six) months in that account.

19. TERMINATION

The Customer may request for closure of the ORANGE MONEY Account and Services thereof any time by giving a written notice of at least 15 (fifteen) working days to ORANGE MONEY. The termination shall take effect on the completion of the fifteenth day. The user will remain responsible for any Transactions made through the Account until the time of such termination.

20. JURISDICTION AND DISPUTE RESOLUTION

- i. You may contact ORANGE MONEY Customer Care line for any disputes, claims or to report Account discrepancies. ORANGE MONEY shall handle the report in accordance with its standard complaint handling procedures.
- ii. In certain circumstances ORANGE MONEY in conjunction with participating merchants may provide for dispute resolution mechanisms. You agree to abide by such mechanisms as may be advised by ORANGE MONEY or the participating merchants from time to time.
- iii. Any dispute arising out of or in connection with this Agreement that is not resolved by ORANGE MONEY Customer Care shall be referred to Liberian Courts to be arbitrated and determined by the Courts.
- iv. To the extent permissible by Law, the determination of the Court shall be final, conclusive and binding upon the parties hereto.

- v. Nothing in this section shall be deemed to exclude any legally recognized dispute resolution body from receiving, hearing and determining the dispute.
- vi. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Liberia.

21. DISCLOSURE & DATA RETENTION

- i. You hereby expressly consent and authorize ORANGE MONEY to disclose any Transaction data or information pertaining to your Account to any law enforcement, investigative or regulatory 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 ORANGE MONEY System or otherwise, authorized ORANGE MONEY to disclose Transaction data provided that any consent given to ORANGE MONEY 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.
- ii. You acknowledge that where your Account is determined by a competent judicial authority as containing proceeds of any criminal or money laundering activities, ORANGE MONEY 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.
- iii. You acknowledge that ORANGE MONEY may retain your Transaction data for a period of up to seven (7) years or as may be required by any law or regulation.

22. NOTICES/ Communication

- i. Notices in respect of the Account, the Services and facilities in connection with the Account may be given by ORANGE MONEY either through email, SMS or posting a letter to the Customer's address. ORANGE MONEY may also give any notice by posting the notice on their Website and the same will be deemed to have been received by the Customer upon its publication on the Website.
- ii. All notices in connection with the Services or the Account by the Customer to ORANGE MONEY shall be in writing and shall be deemed to be received by ORANGE MONEY only upon acknowledgment of receipt of the same in writing by ORANGE MONEY as the case may be.