



Qodoo Financial Services

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CUSTOMER TERMS & CONDITIONS

This Agreement contains terms and conditions that involves you partaking in Qodoo Financial Services' mobile money service and supersedes all other agreements entered into between you and Qodoo Financial Services, Kairaba Avenue PO Box 3469 Serrekunda, The Gambia with respect to the Qodoo Mobile Money Services ("Qodoo"). These terms and conditions take effect on the date of publication. By partaking in or continuing to use the Qodoo Mobile Money Service, you shall be deemed to be making an affirmative statement of your acceptance of these terms and conditions. Qodoo may change these terms and conditions from time to time. If Qodoo makes changes to these terms and conditions, you will be notified and asked to accept the new terms as a condition of continuing to use Qodoo Mobile Money Services.

1. Definitions

"account" means your Qodoo Mobile Money account;

"agent" means a person or business that is contracted to facilitate transactions for users;

"activation code" means a code send to the user to activate their new account or reset a forgotten pin or password;

"anti-money laundering/combating the financing of terrorism (AML/CFT)" means a set of rules, typically issued by central banks, that attempt to prevent and detect the use of financial Services for money laundering or to finance terrorism. The global standard setter for AML/CFT rules is in the financial Action Task Force (FATF);

"bearer" means the mobile channel through which instructions are communicated between a customer's handset and a Mobile Money application platform. Mobile network operators provide the "bearer channel" in any deployment, sometimes for a fee to compensate them for the cost of data traffic. The most commonly used bearer channels are USSD, SMS, and GPRS;

"cash" means bank notes and coins;

“cash merchant” or “agent” means a person who, for a fee, performs cash services for a payment Services provider;

“cash in” means the process by which a customer credits his/her account with cash. This is usually via an agent who takes the cash and credits the customer’s Mobile Money account;

“cash out” means the process by which a customer deducts cash from his/her Mobile Money account. This is usually via an agent who gives the customer cash in exchange for a transfer from the customer’s Mobile Money account;

“wholesale cash merchant” or “distributor” means a person who distributes e-money to and manages other cash merchants/agents for a fee;

“cash Services” means the exchange of cash for e-money and e-money for cash;

“client” means a user of the Services of a payment Services provider;

“complain” means any statement of dissatisfaction of Services by a client;

“e-money” means the electronic monetary value depicted in your Qodoo Mobile Money account representing an equal amount of cash held by the Trustee and which may be redeemed through an Qodoo Cash Merchant for an equal amount cash;

“e-money issuer” means an e-money issuer authorised to issue e-money in terms of the E-Money Regulation;

“e-money payment instrument” means a payment instrument utilising e-money for the purposes of making retail transfers;

“foreign national” means a person who is not a citizen of Gambia irrespective of whether the person is permanently resident in Gambia;

“G2P” means government to person;

“informal financial Services” means financial Services offered by unregulated entities. Examples of informal financial Services are susu collections in Ghana, loan-shark lending, saving groups, etc;

“interoperability” the ability of users of different mobile money Services to transact directly with each other. Given the technical, strategic, and regulatory complexities that enabling such transactions would entail, no Mobile Money platforms are to date fully interoperable with each other. However, many Mobile Money Services allow users to send money to nonusers (who receive the transfer in the form of cash at an agent);

“know your customer (KYC)” means rules related to AML/CFT which requires providers to carry out procedures to identify a customer;

“liquidity” means the ability of an agent to meet customer’s demands to purchase (cash in) or sell (cash out) e-money. The key metric used to measure the liquidity of an agent is the sum of their e-money and cash balances (also known as their float balance);

“transaction log book” means the book maintained by the cash merchant in which all transactions are recorded and which serves as conclusive evidence of the successful completion of those transaction;

“mobile banking” means when customers access a bank account via a mobile phone; sometimes, they are able to initiate transactions;

“mobile money” means a services in which the mobile phone is used to access financial Services;

“mobile money transfer” means a movement of value that is made from a mobile wallet, accrues to a mobile wallet, and / or is initiated using a mobile phone;

“mobile wallet” means an account that is primary accessed using a mobile phone;

“one-time password (OTP)” means a one-time password send to the user to complete a transaction such as cash out and loyalty redemption;

“outlet operator” means the assistant attending to you at an cash merchant outlet;

“outlet” means any shop, unit or other retail premises or portion thereof operated by an cash merchant;

“participant” or “user” means any person that participates in the Qodoo Financial Services system by using the Mobile Money Services system to send or receive money and includes any person that facilitates the redemption of e-money;

“payee” means the person who is the intended recipient of funds which is the subject of a retail transfer;

“payer” means a person who holds a payment account and who allows a retail transfer from that payment account;

“payment account” means an account held with a bank or financial institution or an e-money account held with an e-money issuer under the E-Money Regulation;

“payment instrument” means any electronic instrument that enables a person to make payment, and for the purposes of this definition currency shall include e-money;

“payment services provider” means a person engaged in the sending, receiving, storing or processing of retail transfers;

“PIN” means your personal identification number being the password you choose to access and operate your account and includes the one-time 4-digit code set by you at registration for the purpose of confirming every transaction;

“points of services” means all the physical and electronic locations where a payment Services provider provides retail transfers including its head office and branches, the head office and all the outlets of its cash merchants, as well as any website that can be accessed to initiate retail transfers, but excluding automatic teller machines;

“pre-paid airtime” means mobile phone calling pre-paid credit on QCell network;

“platform” means the hardware and software that enables the provision of a Mobile Money Services;

“P2P” means person to person;

“P2B” means person to business;

“registration form” means the registration form containing registration details and your acceptance of these Terms and Conditions”

“real time” means that:

- (a) retail the transfer is completed, that is, the payment account of the payer is debited and the payment account of the payee is credited, instantaneously, such that there is no settlement risk; and
- (b) the payee receives written notification, simultaneous with the completion of the retail transfer, of having received the funds into his payment account;

“regulator” mean in the context Mobile Money, this typically refers to the regulator who has supervisory authority over financial institutions within a particular country-usually the central bank or other financial authority;

“retail transfer” means a payment instrument consisting of an instruction issued by a payer to a payment Services provider to debit a payment account and to credit the payment account of the payee or to make the funds available, directly through another payment Services provider, to the payee where the payee does not hold a payment account, provided that the value being transferred does not exceed **five thousand dalasi**; and for the purposes of this Regulation, the term **“payment Services”** shall refer to the provision of retail transfer or any component thereof by one or more payment Services providers.

“SIM card” means the subscriber identity module which when used with the appropriate mobile phone equipment enables you to use the Qodoo Financial Services;

“SMS” means a short messaging Services that enables the transmission of text messages from one mobile phone to another;

“transaction” means the movement of money in to, or out of your Mobile Money account;

“unbanked” means customer, usually the very poor, who do not have a bank account or a transaction account at a formal financial institution;

“trustee” means the Qodoo Mobile Money Services Holding Company Limited;

“trust deed” means together the Declaration of Trust dated 1st January 2016 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.qodoo@QCell.gm

2. Services Description

- 2.1. Qodoo Financial Services operates the Qodoo Mobile Money services which, among others, allow you to send and receive money using your registered **QCell** mobile phone.
- 2.2. Qodoo Mobile Money services is available to all QCell subscribers upon registration of their SIM card and acceptance of these Terms and Conditions. Customers on other networks may not be registered for a Qodoo Mobile Money account.
- 2.3. You can register for a Qodoo Mobile Money account with any authorised Qodoo Mobile Money agent by completing the registration form and submitting a copy of an accepted photo ID.
- 2.4. Qodoo Financial Services has the right to restrict and/or limit the number of accounts you may operate at any given time.
- 2.5. By registering to use the Qodoo mobile money services, you agree to these Terms and Conditions (the “Terms and Condition”), which shall form a legally binding agreement between you and Qodoo Financial Services.
- 2.6. Qodoo Financial Services has the absolute discretion to refuse to register and/or revoke registration of any person on the Mobile Money Services system.
- 2.7. You may acquire E-Money in your mobile money wallet by depositing cash at an agent’s outlet or receiving a remittance of E-Money from another Mobile Money Services participant, through an international money remittance from a participating remittance Services provider or through any other acceptable means that Qodoo Financial Services may provide.
- 2.8. All transactions shall be denominated in Gambian Dalasi.

- 2.9. 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 monies 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 mobile money 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.
- 2.10. You acknowledge that the Trustee may treat the records of the Mobile Money 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 bounding to make any independent investigation of your beneficial entitlement to the cash held in trust.
- 2.11. Subject to the prescribed transaction limits and the provisions of these Terms and Conditions, the balance of you Mobile Money account is redeemable at any time and shall be disposed of only in accordance with your instructions given via the Mobile Money system.
- 2.12. You acknowledge that Qodoo Mobile Money is neither a bank nor a deposit-taking institution.
- 2.13. All charges applicable to Qodoo Mobile Money Services are set forth in a separate fee schedule available at cash merchant outlets and as may be published from time to time and are subject to change at any time at by Qodoo Financial Services sole discretion.

3. Account Registration and Maintenance

- 3.1. The following conditions must be met before registering for a Qodoo mobile money account in your name.
 - 3.1.1. You must be 18 years of age with the capacity to enter into contracts.
 - 3.1.2. You may have a QCell enabled SIM card through which you may access the Qodoo Mobile Money Services.
 - 3.1.3. You must complete the registration form and submit it when duly completed and signed by you. The name on the registration form must match the name on your ID card.
 - 3.1.4. You must provide sufficient proof of identification (ID). For the purpose of this agreement, sufficient proof of (ID) shall be an original national ID card if you are a Gambian national; and original Alien Certificate, Diplomatic ID, or Passport if you are

a foreign national. Copies of the ID provided may be retained by the cash merchant facilitating your registration.

- 3.1.5. You must not any false, inaccurate, incomplete and/or misleading information.
- 3.2. You are responsible for ensuring that your registration details are maintained up to date, such as phone numbers and address.
- 3.3. Qodoo Financial Services may reject your application at its discretion if any of the account registration requirements are not met or if you fail to provide us with satisfactory proof of identification.
- 3.4. Qodoo Financial Services 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 mobile money Services, suspension or termination of the account.
- 3.5. You may not maintain more than one mobile money account. If at the time of commencement of these terms and conditions you maintain more than one account, Qodoo Financial Services shall reserve the right to close off any extra accounts.
- 3.6. Qodoo Financial Services has two tiers of mobile money accounts, tier one Basic account and tier two Regular account. Base on the information you provided at account registration the tier level will be determined.
- 3.7. Tier one; Basic Account consists of transaction limit up to D3000 and tier two; Regular Account consists of transaction limit of D10000.
- 3.8. No interest will be paid on any fund held on your Qodoo mobile money account.
- 3.9. Subject to Qodoo Financial Services due diligence and vetting, you may obtain an official statement of your Mobile Money account from any Qodoo Financial Services retail centre for which you may be charged a fee. An official statement of account shall be conclusive evidence of the transactions carried out on your Mobile Money account during the period covered in the statement.

4. Privacy Policy:

- 4.1. Qodoo Financial Services recognized the importance of protecting the privacy of all information provided by users of Qodoo Mobile Money. This statement is meant to affirm our utmost respect for your rights to privacy.

- 4.2. Qodoo Financial Services collects personally identifiable information that we use to profile Qodoo Mobile Money users and administer individual mobile money accounts, update Mobile Money databases, and provide user support.
- 4.3. Save as provided hereunder, Qodoo Financial Services 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 Qodoo Mobile 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 Services including without limitation, Qodoo Mobile Money cash merchant, payment switch providers, banks, and authorized agents (as vendors of the Qodoo Mobile Money transfer technology platform). You hereby authorize Qodoo Financial Services 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 Qodoo Financial Services of this intention in writing or electronically through the Qodoo Mobile Money system), your personal information including any transaction data, information pertaining to you or your Qodoo Mobile Money account, or your usage of Qodoo Financial Services products and Services provided that the authority given to Qodoo Financial Services 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. Your acknowledge that Qodoo Financial Services 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 Qodoo Financial Services 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.
- 4.7. Qodoo Financial Services employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties. Qodoo Financial Services employees are also responsible for the internal security of the information. Employees who violate Qodoo Financial Services privacy policies are subject to a range of disciplinary actions.
- 4.8. Any person submitting any information to Qodoo Financial Services through the Qodoo Mobile Money system may be granted access rights to that information.

Qodoo Financial Services has developed systems that enable access and correction of information submitted to it.

5. Account Usage

5.1 After your account has been registered and activated, you will be able to initiate the following transactions:

5.1.1. cash in (load E-Money) through a participating cash merchant outlet;

5.1.2. send E-Money to and receive E-Money from other users;

5.1.3. cash out (withdraw cash) from your account through participating Qodoo Mobile Money Authorised Agents;

5.1.4. buy QCell prepaid credit and QPower;

5.1.6. pay utility bills or make one-off or periodic payments or remittance to authorize utility providers, financial institutions charity organisations, etc.;

5.1.7. pay for goods purchased from authorized merchants;

5.1.8. manage your account (e.g. check balance inquires, change PIN, etc.); and

5.1.9. any other transactions as may be introduced by Qodoo Financial Services and/or its affiliates.

5.2. Qodoo Financial Services does not warrant that all functionalities shall be available at all times and may withdraw any functionality or the Qodoo Mobile Money Services in general as a direct result of new or amended legislation, statutory instrument, Government regulations or policy or any other compelling reason.

5.3. Qodoo Financial Services may provide additional functionality on Qodoo Mobile Money 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 Qodoo Financial Services against, and hold Qodoo Financial Services 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, and public, interest or operational reasons, changes within the industry, recommendations from regulatory bodies or similar events, Qodoo Financial Services 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 Qodoo Mobile Money Services shall be deemed to be your acceptance of all such varied terms and conditions or policies.

6. Qodoo Mobile Money Access Responsibility

- 6.1. Access to the Qodoo Mobile Money Services is PIN protected. You hereby agree to guard your PIN and not to disclose it to any third party including Qodoo Financial Services staff or any person purporting to have authority to ask for it.
- 6.2. You acknowledge that you shall be solely responsible for the security of your PIN and Secret Word. Qodoo Financial Services shall not be liable for any disclosure of your PIN to any third party and you hereby agree to hold Qodoo Financial Services harmless from any losses that result from any PIN disclosure.
- 6.3. You are responsible for all instructions given to Qodoo Financial Services in relation to your Qodoo Mobile Money account.
- 6.4. Qodoo Financial Services shall deem each correct PIN entry as being performed by the legitimate owner of the Qodoo Mobile Money account and shall regard all subsequent transactions as validly performed by you.

7. Cash In

- 7.1. You may load E-Money into your Qodoo Mobile Money account only and not directly into another Qodoo Mobile Money participant's account.
- 7.2. In order to load E-Money, you must complete the information requested, including passing the identity and security validation and verification procedure to ascertain that you are the owner of the account and then hand over cash equivalent to the E-Money sought to be loaded to the Qodoo Mobile Money Authorised Agents.
- 7.3. After handing over the cash to the Qodoo Mobile Money Authorised Agents, you must ensure that you sign the Log Book which will serve as conclusive evidence that you have successfully completed the deposit transaction.
- 7.4. Qodoo Financial Services reserves the right to prescribe transaction limits and may allocate some Qodoo Mobile Money accounts with higher or lower limits.

8. Transferring E-Money

- 8.1. Transaction limits and charges as prescribed by Qodoo Financial Services shall apply each time you use the “Send Money”, Pay Bill”, “Buy Goods”, or other functionalities that effect the transfer of funds from your Qodoo Mobile Money Account.
- 8.2. Your Transaction request will not be completed:
 - 8.2.1. If you have insufficient funds in your Qodoo mobile money 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 Qodoo Financial Services;
 - 8.2.3. If you have reached the daily limit prescribed by Qodoo Financial Services;
 - 8.2.4. If your account has been temporarily suspended or permanently frozen on valid grounds;
 - 8.2.5. If there is any other compelling reasons such as temporary system delay or outage;
- 8.3. You may send E-Money to any participant on the Qodoo Mobile Money system as well as any mobile telephone user on any network in Gambia by following the instructions on your phone mobile money menus.
- 8.4. You will be charged a fee for any transactions you undertake. The fee will be in accordance with the published tariffs.
- 8.5. If the E-Money in your Qodoo Mobile Money 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 Qodoo Mobile Money account.
- 8.6. Upon the successful completion of your transaction to another Qodoo Mobile Money participant, Qodoo Financial Services will immediately cause the transfer of the E-Money to the other participant’s Qodoo mobile money account. You and the recipient will both be notified by SMS as to the completed status of your transaction.
- 8.7. Where Qodoo Financial Services is unable to complete a transaction, you will be notified by SMS as to the reasons for not completing the transaction.
- 8.8. 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

transaction carried out on your account and the SMS should therefore not be deleted if reliance on it will be required.

- 8.9. Upon the successful transmission of E-Money from your account to registered recipient's Qodoo Mobile Money account, title to the E-Money will pass to the recipient.
- 8.10. A transaction once completed is final and irrevocable. As such, Qodoo Financial Services shall not be under any compulsion to reverse any transaction.
- 8.11. Notwithstanding the import of clause 8.13, Qodoo Financial Services reserve the right, at its sole discretion, to cancel or reserve 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 with one (1) month of the erroneous transaction date.
- 8.12. Qodoo Financial Services will not be compelled to refund or compensate the sender if the E-Money is sent to a recipient mistakenly or in an error or fraudulent 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 Qodoo Financial Services harmless for any losses arising from a mistake, 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 Qodoo mobile money system and you receive an SMS informing you that you have received E-Money from another Qodoo Mobile Money participant or through an international money remittance, the E-Money shall be loaded to your Qodoo Mobile Money account immediately and you may redeem the E-Money at any cash merchant outlet or participating agents or transfer the funds to a third party by following the Qodoo Financial Services menu options on your mobile phone.

If you are not registered on the Qodoo Mobile Money system, you can receive E-Money from a Qodoo Mobile Money participant however, you will be required to register for a Qodoo Mobile Money account in order to access and use the funds within the specified period. If you do not register for a Qodoo account within the period, the E-Money will be returned to the sender.

- 9.2. If you receive funds in error you acknowledge that you shall be obliged to return the funds to the sender failing which Qodoo Financial Services may reverse the payment to the sender.
- 9.3. You may be liable to face prosecution for consuming or utilising funds sent to you in error.

10. Cash Out (withdrawal) of E-Money

- 10.1. Authorised Agent Outlets: Upon passing the vetting requirements conducted by an authorized agent, you may withdraw your E-Money at participating authorized agent outlets by accessing your account and following the prompts on your phone's Qodoo Mobile Money menu; however, any withdrawal transaction must be initiated and completed within an cash merchant's premises and you must ensure you sign the Log Book which will serve as conclusive evidence of the successful completion of the withdrawal transaction.
- 10.2. Qodoo Financial Services shall, subject to transaction limits on the Qodoo mobile money system, process the request 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 Qodoo Financial Services 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.
- 10.3. Subject to any other provisions to the contrary, you will be charged a withdrawal fee each time you withdraw funds from your Qodoo Mobile Money account.

11. Intellectual Property

All intellectual property rights in the Qodoo mobile money Services including the Qodoo Mobile Money trademark are the property of Qodoo Financial Services and/or its affiliates. Any unauthorized reproduction, modification, distribution or republication of Qodoo Mobile Money materials or intellectual property, without the express prior written consent of Qodoo Financial Services and/or its affiliates is strictly prohibited.

12. Fees

- 12.1. You are responsible for the payment of all applicable fees. Qodoo Financial Services publishes fees payable in information pamphlets, daily newspapers, authorised

agent outlets and on the Qodoo Financial Services website. Qodoo Financial Services' Customer Care department will be on hand to assist you with the fee schedule if you are uncertain

- 12.2. All fees are deducted at source and are subject to change at any time at Qodoo Financial Services sole discretion.
- 12.3. Fees payable on each transaction will be deducted from your Qodoo mobile money account at the completion of each transaction. Your new balance on completion of the transaction shall be notified to you by SMS.
- 12.4 Except as may otherwise be notified, fees are inclusive of all applicable taxes including Value Added Tax (VAT) at the prevailing rate.

13. Suspension, Termination & Freezing

- 13.1. Qodoo Financial Services reserves the right at its sole discretion to suspend or terminate the agreement if you use the Qodoo Mobile Money account for unauthorised purposes.
- 13.2. Your account shall be suspended if your SIM has been inactive for a period of ninety (90) days or such other period as may be prescribed. In the event of account suspension for reasons of inactive SIM, Qodoo Financial Services shall archive your account and recycle the mobile number associated with your account as required by law. Money held to your account shall not be lost by virtue of archiving your account or recycling of your mobile number and shall be availed to you upon notice by you of the activation of a new mobile number.
- 13.3. You acknowledge that Qodoo Financial Services 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.
- 13.4. You may request your account to be closed at any time by giving written notice to Qodoo Financial Services addressed to: Kairaba Avenue PO Box 3469 Serekunda, The Gambia. Qodoo Financial Services shall act on such instructions if, and only if, your account balance reads zero (0).
- 13.5. Qodoo Financial Services 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 Services account.

- 13.6. Qodoo Financial Services may send notices to you at any postal address provided by you or electronically by SMS to your mobile number with which you registered on the Qodoo Mobile Money system.
- 13.7. This agreement terminates automatically upon the death of the customer who has signed up for the Qodoo Mobile Money Services.

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

- 14.1. Qodoo Financial Services will 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. Qodoo Financial Services shall use reasonable efforts to ensure that all transaction requests are processed in a timely manner. However, Qodoo Financial Services makes no representations or warranties as to continuous, uninterrupted or secure access to the Qodoo mobile money Services, which may be affected by factors outside Qodoo Financial Services control, or may be subject to periodic testing, repair, maintenance or upgrades.
- 14.3. Qodoo Financial Services will not be responsible for any claim unless caused by wilful default attributable to Qodoo Financial Services. Qodoo Financial Services 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 unauthorised third party who passes all identity and verification checks;
 - 14.3.3. any fraud, deception or misrepresentations by any Qodoo Mobile Money 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 Qodoo Mobile Money system;
 - 14.3.5. failure of any other telecommunications or data transmission system other than the Qodoo mobile money 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 Qodoo Financial Services liability shall not exceed the maximum account balance limit for the time being in force for any single events.
- 14.5. You agree to indemnify and hold Qodoo Financial Services harmless contact party resulting from your breach of these Terms and Conditions.

15. Dispute Resolution and Government Law

- 15.1. You may call Qodoo Financial Services Customer Care number 133 for any disputes, claims or to report account discrepancies. Qodoo Financial Services Customer Care shall handle the report in accordance with Qodoo Financial Services standard complaint handling procedures.
- 15.2. In certain circumstances Qodoo Financial Services in conjunction with participating merchants may provide for dispute resolution mechanisms. You agree to abide by such mechanisms as may be advised by Qodoo Financial Services or the participating merchant/businesses from time to time.
- 15.3. Any dispute arising out of or in connection with this Agreement that is not resolved by Qodoo Financial Services Customer Care may be brought to the attention of the Qodoo Financial Services Manager responsible for the operations of the Qodoo Mobile Money Services for resolution.
- 15.4. Any dispute arising out of or in connection with this Agreement that is not resolved by the Qodoo Financial Services Manager responsible for the operations of the Qodoo Mobile Money 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 Supreme Court of The Gambia. Such arbitration shall be conducted in the English language in accordance
- 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 The Gambia.

16. **Disclosure & Data Retention**

- 16.1. You hereby expressly consent and authorise Qodoo Financial Services to disclose any Transaction data or information pertaining to your Qodoo Mobile Money Account to any law enforcement, investigative or regulatory authority including without limitation the Gambia Police, Central Bank of Gambia, Gambia 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 Qodoo Mobile Money System or otherwise , authorised Qodoo Financial Services to disclose Transaction data or information pertaining to you or your usage of Qodoo Financial Services Products and Services, including your Qodoo Mobile Money Account provided that any consent given to Qodoo Financial Services 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. Qodoo Financial Services 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 Qodoo Financial Services may retain your Transaction data for a period of up to seven (7) year 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; labour disputes; electrical equipment or system available 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 Qodoo Mobile Money System shall be made good to you.

18. **General**

- 18.1. Using your personal Qodoo Mobile Money account to carry out Qodoo Mobile Money 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 Qodoo Mobile Money 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, application 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 Qodoo Financial Services at their discretion as Qodoo Financial Services introduces new Qodoo Mobile Money functionalities. Such amended Terms and Conditions may be published in posters or pamphlets available at Authorised Agent outlets, in the daily newspapers and/or on the Qodoo Financial Services website and shall take effect immediately upon publication.
- 18.5. Qodoo Financial Services 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 Qodoo Financial Services 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 Qodoo Financial Services prior written consent.
- 18.7. You must not use the Qodoo Mobile Money Services 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 illegally or unauthorised 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 clauses 13.7. where Qodoo Financial Services receives notification of the death or mental incapacity of an Qodoo Mobile Money user, Qodoo Financial Services 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 of death) or Manager (in the event of permanent incapacity) shall, upon request by Qodoo Financial Services, produce letters of administration/grant of probate (in the event of death) or a court order authorising 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, Qodoo Financial Services 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 Qodoo Mobile Money Authorised Agents are independent contractors and Qodoo Financial Services shall not be liable for the acts or omissions of Qodoo Mobile Money Authorised Agents.