



## **Airtel Money Service Terms and Conditions**

This agreement contains the complete terms and conditions that apply to your participation in Airtel's Mobile Money transfer service and supersede all other agreements entered into between yourself and Airtel Networks Kenya Limited of Parkside Towers, Mombasa Road, P.O Box 73146-00200, Nairobi Kenya (Airtel) with respect to the Airtel Money mobile money transfer services. These terms and conditions take effect on the date of publication. By participating in or continuing to use the Airtel Money Service, you shall be deemed to be making an affirmative statement of your acceptance of these terms and conditions.

### **1. Definition of Terms**

"Account" means your Airtel Money 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;

"Cash" means the lawful currency of the Republic of Kenya;

"Cash Merchant" means a person appointed to offer Airtel Money registration, cash in and cash out Services and includes participating ATM networks, further details of which may be obtained from Airtel;

"E Money" means the electronic monetary value depicted in your Airtel Money Account representing an equal amount of Cash held by the Trustee and which may be redeemed through an Airtel Money Cash Merchant for an equal amount of Cash;

"Foreign National" means a person who is not a citizen of Kenya irrespective of whether the person is permanently resident in Kenya.

"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 Transactions;

"Manager" means a person who is legally authorized to access funds in your Airtel Money account in the event of your permanent disability;

"Airtel Money Services" or "Airtel Money" means the money transfer services provided by Airtel including issuance, management and redemption;

"Airtel Money System" or "Airtel Money" means the system operated by Airtel providing the Airtel Money Services;

"Network" means the Global System for Mobile Telecommunication ("GSM") system operated by Airtel and covering those areas within the Republic of Kenya as stipulated from time to time by us;

"Outlet Operator" means the assistant attending to you at a Cash Merchant Outlet;

"Outlet" means any shop, unit or other retail premises or portion thereof operated by a Cash Merchant;



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“Participant” or “User” means any person that participates in the Airtel Money System by using the Airtel Money Services to send or receive money and includes any person that facilitates the redemption of E-Money;

“PIN” means your personal identification number being the password you choose to access and operate your Account and includes the one-time 4-digit PIN sent to you on registration for the purpose of activating your Account;

“Pre-paid Airtime” means mobile phone calling credit on Airtel’s Network;

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

“Airtel Products and Services” means any products and services provided to you by Airtel whether under this Agreement or otherwise and includes without limitation the Airtel Post Pay voice and data services, Airtel Pre-pay voice and data services, Airtel emergency credit service known as ‘Kopa Credo’ and the Airtel loyalty points accrual and redemption service known as ‘Zawadi.

“Secret Word” means the secret password allocated to you upon activation of your Airtel Money Account by keying in the PIN;

“SIM Card” means the subscriber identity module which when used with the appropriate mobile phone equipment enables you to use the Airtel Money Services;

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

“Successor” means a person who is legally authorized to access funds in your Airtel Money account in the event of your death;

“Transaction” means the movement of money in to, or out of your Airtel Money Account;

“Trustee” means the Airtel Money Holding Company Limited;

“Trust Deed” means the Declaration of Trust and any subsequent Amendment Deeds 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.

“You” or “your” means the Airtel Money Customer who has registered to use the Airtel Money Service;

## **2. Service Description**

2.1. Airtel operates the Airtel Money mobile money transfer service that allows you to send and receive money through your registered mobile phone.

2.2. Airtel Money is available to all Airtel subscribers upon registration for the Airtel Money Services. Customers on other Networks may have limited range of functionality.



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2.3. You may register for an Airtel Money Account with any Airtel Money Cash Merchant or Any Airtel Agent.

2.4. Airtel may in its absolute discretion restrict or limit the number of accounts you may operate at any one time.

2.5. By registering to use the Airtel Money Service you agree to these Terms and Conditions (the “Terms and Conditions”), which shall form a legally binding agreement between you and Airtel.

2.6. Airtel may in its absolute discretion refuse to register or revoke the registration of any person on the Airtel Money System.

2.7. You may acquire E-Money in your Airtel Money account by depositing Cash at an Airtel Money Cash Merchant outlet or receiving a remittance of E-Money from another Airtel Money Participant, through an international money remittance from a participating remittance service provider or through any other acceptable means that Airtel may provide.

2.8. All Transactions shall be denominated in Kenya Shillings. The Airtel Money System may not recognize any monetary value depicted as cents. You hereby agree to round off any Transaction value to the nearest Kenya Shilling.

2.9. 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 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 Airtel 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 Airtel 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 bound 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 your Airtel Money account is redeemable at any time and shall be disposed of only in accordance with your instructions given via the Airtel Money System.

2.12. You acknowledge that Airtel Money is neither a bank nor a deposit-taking institution.

2.13. All charges applicable to the Airtel Money service are set forth in a separate fee schedule available at Cash Merchant outlets and as may be published from time to time by Airtel and are subject to change at any time at Airtel’s sole discretion.

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

3.1. The following conditions must be met before opening an Airtel Money account in your name:

3.1.1 You must be at least 18 years old with capacity to enter into contracts.



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3.1.2 You must have an Airtel Money enabled SIM card through which you may access the Airtel Money services. If your SIM card is not Airtel Money enabled, you may swap it at a nominal fee for one that is Airtel Money enabled.

3.1.3 You may complete the Registration Form and submit it when duly completed and signed by you. For the avoidance of doubt a completed Registration Form shall bear your name as it appears on your ID and such other information as may be required.

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 card or a Kenyan passport if you are a Kenyan national; and original Alien Certificate, 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 provide any false, inaccurate, incomplete or misleading information.

3.2. Notwithstanding the generality of the foregoing, a person with Parental Authority may open and maintain an account in their name for and on behalf of a minor. For purposes of this agreement, a person with Parental Authority shall include the birth parents of a minor, legal guardian or other person who can demonstrate legitimate authority over the minor's affairs.

3.3. You are responsible for ensuring that your registration details are maintained up to date.

3.4. Airtel 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.

3.5. Airtel 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 Airtel Money Service, suspension or termination of the account.

3.6. You must not maintain more than two Airtel Money Accounts. If at the time of commencement of these Terms and Conditions you maintain more than two or more Airtel Money account, Airtel shall reserve the right to apply 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.

3.7. No interest will be paid on any funds held in your Airtel Money Account.

3.8. Subject to Airtel's due diligence and vetting, you may obtain an official statement of your Airtel Money Account from any Airtel retail center for which you may be charged a fee. An official statement of account shall be conclusive evidence of the Transactions carried out on your Airtel Money Account during the period covered in the statement.

3.9. For the avoidance of doubt, Airtel shall not be obliged to adduce evidence in any civil or criminal court in relation to the contents of any statement obtained from a retail center pursuant to clause 3.8.

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

4.1. Airtel recognizes the importance of protecting the privacy of all information provided by users of Airtel Money. This statement is meant to affirm our utmost respect for your rights to privacy.



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4.2. Airtel collects personally identifiable information that we use to profile Airtel Money Users and administer individual Airtel Money accounts, update Airtel Money databases, and provide User support. You must not provide any false, inaccurate, incomplete or misleading information and warrants and undertake to comply with all obligations imposed under all known laws and regulations in particular but not limited to The Kenya Information and Communications Act and all its subsidiary legislations.

4.3. Save as provided hereunder, Airtel 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 Airtel 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, Airtel Money Cash Merchants, and ATM Switch providers. You hereby authorize Airtel 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 Airtel of this intention in writing or electronically through the Airtel Money System), your personal information including any Transaction data, information pertaining to you or your Airtel Money Account, or your usage of Airtel Products and Services provided that the authority given to Airtel 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 Airtel 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 Airtel 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, terrorism financing, fraud or other criminal activities;

4.7. Airtel employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties. Airtel employees are also responsible for the internal security of the information. Employees who violate Airtel's privacy policies are subject to a range of disciplinary actions.

4.8. Any person submitting any information to Airtel through the Airtel Money System may be granted access rights to that information. Airtel 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 a participating Cash Merchant outlet;

5.1.2 Send E-Money to and receive E-Money from other users;

5.1.3 Withdraw Cash from your Account through participating Airtel Money Cash Merchants;



5.1.4 Withdraw Cash from your Account through participating ATM networks;

5.1.5 Buy Airtel 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, etc.;

5.1.7 pay for goods purchased from participating “Buy Goods” 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 Airtel or financial institution partners from time to time.

5.2. Airtel does not warrant that all functionalities shall be available at all times and may withdraw any functionality or the Airtel Money 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. Airtel may provide additional functionality on the Airtel 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 Airtel against, and hold Airtel 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, Airtel 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 Airtel Money Service shall be deemed to be your acceptance of all such varied terms and conditions or policies.

## **6. Airtel Money Access Responsibility**

6.1. Access to the Airtel Money Services is PIN protected. You hereby agree to guard your PIN and not to disclose it to any third party including Airtel Money Outlet Operators, Airtel 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 any secret mode of identification. Airtel shall not be liable for any disclosure of your PIN and any secret mode of identification to any third party and you hereby agree to hold Airtel harmless from any losses that result from any PIN or any secret mode of identification disclosure.

6.3. You are responsible for all instructions given to Airtel in relation to your Airtel Money Account.

6.4. Airtel shall deem each correct PIN entry as being performed by the legitimate owner of the Airtel Money account and shall regard all subsequent Transactions as validly performed by you.

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



7.1. You may load E-Money into your Airtel Money Account only and not directly into another Airtel 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 procedures 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 Airtel Money Cash Merchant.

7.3. After handing over the Cash to the Airtel Money Cash Merchant, 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. Airtel reserves the right to prescribe Transaction limits and may allocate some Airtel Money Accounts with higher limit subject to regulatory approvals.

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

8.1. Transaction limits and charges as prescribed by Airtel shall apply each time you use any of the functionalities that affect the transfer of funds from your Airtel Money Account.

8.2. Your Transaction request will not be completed:

8.2.1 If you have insufficient funds in your Airtel 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 Airtel;

8.2.3 If you have reached the daily limit prescribed by Airtel;

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 may send E-Money to any Participant on the Airtel Money system as well as any mobile telephone user on any network in Kenya or to authorized international money remittance partner by following the instructions on your phone's Airtel Money menu.

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 Airtel 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 Airtel Money Account.

8.6. Upon the successful completion of your Transaction to another Airtel Money Participant, Airtel will immediately cause the transfer of the E-Money to the other Participant's Airtel Money Account. You and the recipient will both be notified by SMS as to the completed status of your transaction.



8.7. Where Airtel 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 & identify the Transactions 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 E-money account, title to the E-Money will pass to the recipient.

8.10. A Transaction once completed is final and irrevocable. As such, Airtel shall not be under any compulsion to reverse any Transaction.

8.11. Notwithstanding the import of clause 8.10, Airtel 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.

8.12. Airtel 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 Airtel 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 Airtel Money system and you receive an SMS informing you that you have received E-Money from another Airtel Money Participant or through an international money remittance, the E-Money shall be loaded to your Airtel Money Account immediately and you may redeem the E-Money at any Cash Merchant Outlet or participating ATM networks or transfer the funds to a third party by following the Airtel Money 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 Airtel 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. Cash Merchant Outlets: Upon passing the vetting requirements conducted by a Cash Merchant, you may withdraw your E-Money at participating Cash Merchant Outlets by accessing your Account and following the prompts on your phone's Airtel Money menu; however, any withdrawal Transaction must be initiated and completed within a 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.





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10.2. ATM Outlets: You may withdraw your E-Money at participating ATM network Outlets at any time by accessing your Airtel Money Account and following the prompts on your phone's Airtel Money menu. You will receive a onetime 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. Airtel shall, subject to Transaction limits on the Airtel Money 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 Airtel 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 Airtel Money account.

## **11. Intellectual Property**

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

## **12. Fees**

12.1. You are responsible for the payment of all applicable fees. Airtel publishes fees payable in information pamphlets, daily newspapers, Cash Merchant Outlets and on the Airtel website. Airtel's agents 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 Airtel's sole discretion.

12.3. Fees payable on each Transaction will be deducted from your Airtel 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 at the prevailing rate.

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

13.1. Airtel reserves the right at its sole discretion to suspend or terminate the agreement if you use the Airtel Money account for unauthorized purposes.

13.2. Your Account shall be suspended if you port your number to other networks or 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, Airtel shall archive your Account and recycle the mobile telephone number associated with your Account as required by law. Money held to your credit shall not be lost by virtue of archiving your Account or recycling of your mobile telephone number and shall be availed to you upon notice by you of the activation of a new mobile telephone number.



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13.3. You acknowledge that Airtel 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 Airtel addressed to: Airtel Networks Kenya Limited, P.O. Box 73146 -00200 City Square, Nairobi or delivered to Airtel Money Operations, Parkside Towers, Mombasa Road. Airtel shall act on such instructions if, and only if, your account balance reads zero (0).

13.5. Airtel 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. You shall be entitled to the balance of any funds remaining in your Airtel Money Account.

13.6. Airtel 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 Airtel Money System.

13.7. This agreement terminates automatically upon the death of the Customer who has signed up for the Airtel Money services.

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

14.1. Airtel 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. Airtel shall use all reasonable efforts to ensure that all Transaction requests are processed in a timely manner. However, Airtel makes no representations or warranties as to continuous, uninterrupted or secure access to the Airtel Money service, which may be affected by factors outside Airtel's control, or may be subject to periodic testing, repair, maintenance or upgrades.

14.3. Airtel will not be responsible for any claim unless caused by willful default attributable to Airtel. Airtel 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 Airtel 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 Airtel Money system,



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14.3.5 Failure of any other telecommunications or data transmission system other than the Airtel 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 Airtel '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 Airtel harmless against any claim brought against Airtel by a third party resulting from your breach of these Terms and Conditions.

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

15.1. You may contact Airtel Money Customer Care (line 1522) for any disputes, claims or to report Account discrepancies. Airtel Customer Care shall handle the report in accordance with Airtel 's standard complaint handling procedures.

15.2. In certain circumstances Airtel in conjunction with participating merchants may provide for dispute resolution mechanisms. You agree to abide by such mechanisms as may be advised by Airtel 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 Airtel Customer Care may be brought to the attention of the Airtel Manager responsible for the operations of the Airtel Money Services for resolution.

15.4. Any dispute arising out of or in connection with this Agreement that is not resolved by the Airtel Manager responsible for the operations of the Airtel 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 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 recognized 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 Airtel to disclose any Transaction data or information pertaining to your Airtel Money Account to any law enforcement, investigative or regulatory authority including without limitation the Kenya Police, Central Bank of Kenya, Financial Reporting Centre, Ethics and Anti-Corruption Commission, Kenya Revenue Authority or any competent Anti-Money Laundering



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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 Airtel Money System or otherwise, authorized Airtel to disclose Transaction data or information pertaining to you or your usage of Airtel Products and Services, including your Airtel Money account, provided that any consent given to Airtel 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, Airtel 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 Airtel may retain your Transaction data for a period of up to 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; labour 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 Airtel Money System shall be made good to you.

## **18. General**

18.1. Using your personal Airtel Money account to carry out Airtel 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 Airtel 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, 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 Airtel from time to time as Airtel introduces new Airtel Money functionalities. Such amended Terms and Conditions may be published in posters or pamphlets available at Cash Merchant Outlets, in the daily newspapers and/or on the Airtel / Airtel Money website from time to time and shall take effect immediately upon publication.



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18.5. Airtel '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 Airtel 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 Airtel 's prior written consent.

18.7. You must not use the Airtel Money service for the receipt of or payment for goods or services that offend or circumvent any law including without limitation, financing terrorism activities, 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 clause 18.7, where Airtel receives notification of the death or mental incapacity of an Airtel Money user, Airtel 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 Airtel, 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, Airtel 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 Airtel Money Cash Merchants are independent contractors and Airtel shall not be liable for the acts or omissions of Airtel Money Cash Merchants.