

GHANAPAY - TERMS AND CONDITIONS OF USE

1. Agreement

This document and any future changes to it, is your contract with us. We will refer to this document as your agreement. It is a legal agreement, so please read it carefully.

2. Meanings of words we use

- 2.1 **We, us** and **our** means your wallet-holding bank.
- 2.2 **You** and **your** means the one who applied for the GhanaPay wallet (as explained below).
- 2.3 **“Agent”** means any person who is authorized to engage in the sales and distribution of GhanaPay products and services.
- 2.4 **“Merchant”** means any person who is authorized to accept payments from a GhanaPay wallet in exchange for goods and services sold to you.
- 2.5 **“Mobile phone”** means the phone you use to operate your GhanaPay wallet.
- 2.6 **“Credit”** means putting money into your wallet.
- 2.7 **“Debit”** means taking money out of your wallet.
- 2.8 **“Transaction”** means movement of funds in and out of your GhanaPay wallet.
- 2.9 **“Wallet”** means the account from which you carry out your transactions, hold money, and operate your balance. Your wallet is held by us.
- 2.10 **“Working day”** means any Monday, Tuesday, Wednesday, Thursday or Friday; that is not a public holiday.

3. Your Personal Identification Number (also called PIN)

- 3.1 You are required to use your PIN for all Transactions. You have three (3) attempts to enter the right PIN. If the wrong PIN is entered on a third attempt, your wallet will be locked. When this happens, you will be required to request for a PIN reset through our Contact Center.
- 3.2 You are responsible for keeping your PIN safe and secret so do not disclose it to anyone. Do not write it on any paper or enter it when people can see it. Neither we nor our agents will be liable for processing or acting on any requests made using a correct PIN even if you did not authorize it.
- 3.3 If you suspect that your PIN has been stolen or details which you use in accessing our service are being used without your permission, you should immediately inform us, so that we block access to your Wallet. You remain responsible for all transactions that occur on your wallet until it is blocked.
- 3.4 We reserve the right to accept or reject requests submitted through our Agents or through your mobile phone. Authentication questions and/or voiceprints will be used to confirm your identity and to validate your information before acting on instructions from you.
- 3.5 You are responsible for protecting your mobile devices against viruses, malware and spyware when you use them through the Internet to access our mobile application or website.

4. Fees and Charges

You are required to pay a transaction fee set by us, and taxes (levies) set by the Government of Ghana, when you use your Wallet. A list of current fees is available at our branches, agent locations, service centers and on our website.

5. Statements

You may request a statement of account of Transactions on your Wallet for a particular period. Any discrepancies identified in a statement of account should immediately be brought to our attention within fourteen (14) days of receiving the statement. Failure to do so will result in a waiver of your right to challenge any Transactions on the statement or to recover any losses from unauthorized Transactions appearing on the statement.

6. Reversal of Transactions

- 6.1 When you notice a wrong transfer you should contact us immediately to conduct investigations to verify your claim.
- 6.2 If we accept your claim, we will reverse the transfer not later than fifteen (15) Working days from the date our investigations are completed.
- 6.3 Where the amount in question is fully or partially available to the recipient wallet as of the time of receiving the complaint, we will hold the fully or partially available funds for further investigations and reverse payment once all details have been confirmed, in alignment with the recipient wallet holder.
- 6.4 Funds which have been partially withdrawn cannot have its remaining balance reversed, in which case you will be advised to contact the recipient of the partial amount to be paid back voluntarily.
- 6.5 In the event that the amount in contention is not in the wallet, you will be informed accordingly. We may undertake further investigations in this regard to satisfy internal procedures. We will take reasonable steps to

contact the supposed wrong recipient of funds through calls and SMS, immediately upon receiving a reversal request.

- 6.6 The wrong recipient must respond to calls and SMS from us during these three (3) working days contact period. We will endeavor to perform the reversal after the three (3) working days of no feedback from the wrong recipient.
- 6.7 We do not have any obligation to perform a reversal in the event of a dispute with any designated payee. Transaction notification will be sent to both sender and recipient upon completion of the reversal.

7. User Conduct

- 7.1 You are not to use our platform to carry out activities that are illegal under the laws of the Republic of Ghana. These activities include, but are not limited to defrauding under false pretenses, stealing, money laundering, terrorism financing, and illicit funds transfer.
- 7.2 You consent that we may make enquiries about your record with any credit reference agency and any other party to confirm the details provided by you on our platform.
- 7.3 You agree to pay our expenses in recovering any amounts owed us as a result of using any of our services for illegal activities including our legal fees. A document signed by any of our managers showing the amount you owe us is sufficient proof of the facts stated in it unless you can prove that it is wrong.

8. Your Privacy

We will process your personal information as necessary to provide you with our services and in compliance with the data protection laws of Ghana. You must notify us immediately of any change of your details in your application. You agree that your information, including your personal information, your telephone conversations with our call Centre and your transactions will be recorded and stored for record keeping, training and quality assurance purposes, for up to five (5) years from date of closure of your Wallet.

9. If things go wrong

If you have a complaint about our services or require support when you are using our services, please contact:

- 9.1 Helpline – 0800 000707
- 9.2 Email – CustomerService.GhanaPay@ghipss.com
Or you can visit our Service Center for assistance.

10. When and why we can change this agreement

As this agreement could last a long time, we may need to change its terms occasionally. We reserve the right to amend this agreement at any time, by adding, deleting, or changing provisions of this agreement. You will be told in advance about these changes and how they affect you.

11. Waiver

Our failure or delay to exercise or enforce any provision or right contained in this agreement will not be deemed a waiver of such provision or right.

12. Entire Agreement

These terms constitute the entire agreement between you and us in respect of the operation of your Wallet.

13. Ending this agreement

- 13.1 We may end this agreement immediately if there is illegal or fraudulent activity on or connected to your Wallet.
- 13.2 We may end this agreement immediately if you are or may be behaving improperly – for example in a threatening or abusive way to our staff?.
- 13.3 In any other case, we will give you five (5) days’ notice in writing.
- 13.4 We also reserve the right to end this agreement without providing any reason.