



TNM MPAMBA DEBIT CARD TERMS AND CONDITIONS

Welcome our valued customer to TNM Mpamba Debit Card Terms and Conditions.

These terms and conditions comprise the agreement between TNM Mpamba Limited and the Cardholder in connection with the Mpamba Debit Card ("the Card") which by extension includes, without limitation, the Mpamba Virtual Card. These Terms and Conditions therein must be read in conjunction with Mpamba Customer Terms and Conditions that govern your use of the TNM Mpamba Service and are available on the TNM Mpamba website (www.tnmpamba.co.mw). Please read these standard Terms and Conditions carefully set out on the use and management of the Mpamba Debit Card. By accepting and/or using the Mpamba Debit Card, the Cardholder unconditionally accepts the following terms, conditions, and accepts the onus and liability for ensuring compliance with the relevant foreign exchange laws and generally the laws of the Republic of Malawi as applicable. If you disagree then you shall not be issued with the Mpamba debit card.

1. DEFINITIONS OF TERMS

- 1.1 **"Agreement"** means the agreement between you and us which includes these terms and conditions.
- 1.2 **"Cardholder"** shall mean any person (TNM Mpamba customer) who applies or purchases or receives or activates and hence having authority to use and operate the Mpamba Debit Card, and being responsible for all transactions and liability on the Card
- 1.3 **"Cross-border transaction"** shall mean transactions effected in a currency other than the Malawian Kwacha or transactions processed outside Malawi.
- 1.4 **"CVV (Card Verification Value)"** is an anti-fraud security feature to help verify that you are in possession of your Mpamba Debit Card. For the Mpamba Virtual Card you shall receive the CVV through SMS
- 1.5 **"Goods and Services"** shall mean such goods and services as may be purchased from any participating retailers who accept the TNM Mpamba Debit Card;
- 1.6 **"Mpamba Debit Card"** (or "the Card") shall mean a prepaid (debit) card issued by TNM Mpamba Ltd at the request and in the name of the person named upon it for use in connection with the debit card facilities provided by TNM Mpamba, including any renewal or replacement Card. The TNM Mpamba Debit Card shall be either plastic or virtual
- 1.7 **"PIN"** shall mean the personal identification number created by the Cardholder from time to time for use with the Card.
- 1.8 **"TNM Mpamba Ltd", "TNM Mpamba" or "Mpamba" or "Mpamba Service"** means TNM Mpamba Ltd whose head office is at Ground Floor, Livingstone Towers, Glyn Jones Road, Blantyre, Malawi, and any business or other person to whom any or all of our rights and or responsibilities under this Agreement may be transferred or delegated.
- 1.9 **"Transaction"** shall mean any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorized manner for debit or credit to the wallet.
- 1.10 **"Virtual Card Number"** means the 16-digit Mpamba Virtual Card number generated using the Mpamba System, when used alone or in combination with the expiry date and/or the CVV code indicated on the Mpamba Virtual Card can transact on the MasterCard participating retailers
- 1.11 **"We" or "us" or "our"** means TNM Mpamba Ltd
- 1.12 **"You" and "Your"** means the person or customer or Cardholder who purchased or activated the Mpamba Debit Card.

2. OPERATIONS ON A MPAMBA WALLET

- 2.1 The Card may be used for both local and international transactions. In the event of international use, the Cardholder must comply with all the laws and regulations in that country for the purchase or use.
- 2.2 The Cardholder may use the Card to pay for goods and services at retailers or suppliers world-wide who accept the Card and TNM Mpamba will debit the Cardholder's Mpamba wallet the amount of any such transaction so approved.



2.3 The cardholder may use the Card in conjunction with the PIN to withdraw money from automated teller machines that accept the Card. The amount of money withdrawn shall be debited from the cardholder's TNM Mpamba wallet.

2.4 The Cardholder accepts full responsibility for all transactions processed using the Card whether on Automated Teller Machine (ATM), Point-of Sale (POS) Terminal or any other device available or otherwise.

2.5 The Cardholder shall be solely liable for all unauthorized acts and transactions created by a Cardholder or any other person acting on the Cardholder's behalf as if that Card or PIN had been issued to and used by the Cardholder.

2.6 The value of transactions per day conducted through the Card plus other Mpamba channels that the customer has used, shall be limited or restricted to the daily Mpamba Wallet limit as directed by the Regulator (Reserve Bank of Malawi) from time to time.

2.7 Cross-border transactions which are effected in currencies other than Malawian Kwacha will be debited from the Cardholder's wallet after conversion into Malawian Kwacha at the prevailing exchange rate.

2.8 No warranty regarding goods and services. TNM Mpamba is not responsible for the quality, safety, legality, or any other aspect of any goods and services you purchase with the Card.

2.9 If the amount of the transaction is more than the available balance in the Cardholder's Mpamba wallet, then the transaction shall be declined.

2.10 Transaction fees will apply in accordance with the fee structure available on the TNM Mpamba website www.tnmpmamba.co.mw.

2.11 The Cardholder accepts full responsibility for all transactions processed by the use of the Card whether on Automated Teller Machine (ATM), Point-of-Sale (POS) or any other device or channel available or otherwise. Any instruction given by means of the Card shall be irrevocable. The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with the Cardholder's knowledge or his/her authority, expressed or implied.

2.12 TNM Mpamba Ltd, shall, at its sole discretion at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or services related to it at an ATM/other devices within and/or outside Malawi and shall not be liable to the Cardholder for any loss or damage suffered by the Cardholder resulting in any way from such suspension or termination.

3. THE TNM MPAMBA DEBIT CARD

3.1 Each Card shall be valid for the validity period shown on the Card. Cardholders must only use their Card whilst it is valid.

3.2 Cardholders shall not use the Card for any illegal purpose.

3.3 The Cardholder must take all reasonable precautions to prevent unauthorized use of the Card, including but not limited to, allowing anyone else to use the Card.

3.4 The Cardholder shall be solely liable for all unauthorized acts and transactions

3.5 If the card is lost or stolen, the Cardholder must immediately block the Card through the Mpamba menu (*444#) or report to TNM Mpamba customer contact centres (call 105) or retail shops.

4. ELIGIBILITY

4.1 To apply for the Mpamba Debit Card you must be at least 18 years old who are of full legal capacity in all other respects and a holder of either a National Identity Card or a Military ID or a valid Passport or foreign ID.

4.2 You must be a registered Mpamba user on the Nkhwazi customer profile.

4.3 The Card is only available to individual TNM Mpamba customers and is not available to Mpamba Merchant Customers.

5. APPLYING FOR AND ACTIVATING YOUR CARD

5.1 Mpamba customers shall apply for the Mpamba Virtual Card via the Mpamba USSD channel *444#, following which, they will receive an SMS with the Virtual Card Account number, CVV number and virtual Card expiry date.

5.2 The Mpamba physical Card shall be issued in TNM Shops after the customer has made an application for the card on the USSD channel *444#.

5.3 The Card shall be activated for your use. Your Card shall be paired with your TNM phone number (MSISDN) in the Mpamba Debit Card Management System.

5.4 You shall receive a message on your MSISDN advising you of activation. You shall also be directed on where to access these Terms and Conditions in order to accept or reject them. By completing the Card application process on *444#, you shall have confirmed that you have read and understood these Terms and Conditions.

6. LOADING YOUR MPAMBA DEBIT CARD

Your Mpamba Debit Card is linked to your TNM Mpamba account. Therefore, before using the Mpamba Debit Card, it is your responsibility to ensure that you have sufficient funds in your Mpamba account to cover your Card transaction plus the transaction costs where applicable.

7. CARD MANAGEMENT

- 7.1 Blocking: You can block your Mpamba Debit Card via *444#, and follow the instructions, or visit any of our TNM retail shops in the locations or call our customer support centre on 105.
- 7.2 Replacement and reactivation: In the event that the Card is lost, stolen or misplaced, you can replace your card by applying for a new one via *444#.
- 7.3 PIN Management: You will be able to change the Mpamba PIN to secure your transactions through the Mpamba USSD code *444#. If you lock your PIN, you can contact our Customer Care on 105 or visit any of the TNM retail shops for a PIN reset. The security of the PIN is very important and the Cardholder shall not disclose the Cardholder's PIN to anyone. If the Cardholder fails to observe any of the security requirements, the Cardholder may at the Cardholder's sole risk as to the consequences, incur liability for authorized use.
- 7.4 Balance Enquiry. The balance on your TNM Mpamba account reflects the amount (or funds) available on your Mpamba Debit Card for any transaction. Balance query will be done from the Mpamba USSD *444#.

8. KEEPING YOUR CARD SECURE

- 8.1 You shall treat your Mpamba Debit Card number like cash or a bank PIN. You shall secure the Card number and other security information provided to you.
- 8.2 You must take all reasonable care and precaution to ensure that the Card details are not lost, mislaid or stolen.
- 8.3 If the details are stolen, you may lose some or all of your money on the Card, in the same way as if you lost cash from your Mpamba wallet.
- 8.4 We recommend that you check the balance on your Card regularly. You may view the Card balance and recent transactions for your confirmation upon any transaction at any time or by dialing *444#.
- 8.5 If you lose your Card details, or you suspect that your Card has been used by someone other than yourself or if your Mpamba PIN has been compromised you must use *444# to block your card, or inform TNM Mpamba immediately by calling 105 so we can block your Card.

9. CANCELLATION AND EXPIRY OF YOUR MPAMBA DEBIT CARD

- 9.1 This agreement shall continue unless terminated. The Cardholder may discontinue or terminate the card anytime by a written notice to TNM Mpamba Ltd. The Cardholder shall be liable for all charges incurred up to the receipt of

the written notice duly acknowledged by TNM Mpamba Ltd

- 9.2 We shall terminate, cancel or suspend for such a period as may reasonably be required, your use of the Card at any time, without prior notice:
- 9.2.1 in the event of any fault or failure in the data information processing system;
- 9.2.2 if we reasonably believe that you have used or are likely to use the Mpamba platform and/or service (or allowed them to be used) in breach of any provision of this Agreement or to commit any offence;
- 9.2.3 if any available balance may be at risk of fraud or misuse;
- 9.2.4 If we suspect that you have provided us with false or misleading information at the time of registration
- 9.2.5 If you are in breach of these Terms and Conditions
- 9.2.6 by order or recommendation of court, any relevant governmental or regulatory authority;
- 9.2.7 If we are not satisfied with any anti-money laundering or other relevant investigations that we have undertaken or if we suspect fraud;
- 9.2.8 In the event of your death

- 9.3 Termination of the agreement comprised in these terms and conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

10. LIMITATIONS OF LIABILITY; FORCE MAJEURE

- 10.1 TNM Mpamba Ltd shall not be liable for any loss arising from any cause which results from abnormal or unforeseen circumstances beyond our control, consequences which would have been unavoidable despite all our efforts to the contrary; or a merchant refusing to accept your Mpamba Debit Card; or our compliance with legal and regulatory requirements; or loss or corruption of data unless caused by our willful default.
- 10.2 We are also not liable for business interruption, loss of revenue, goodwill, opportunity or anticipated savings; or any indirect or consequential loss.
- 10.3 TNM Mpamba Ltd's total liability to the Cardholder whether in contract, tort (including negligence), breach of statutory duty, or otherwise under or in connection with any claim relating to a purchase shall be limited to 20% of the value of that purchase.
- 10.4 We shall have no liability for any failure or delay resulting from any event or condition beyond the reasonable control of us, including governmental action or acts of terrorism, strikes, lock-outs or other industrial disputes (whether involving the workforce of any party), failure of a utility service or transport network, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, earthquake, fire, flood or other acts of God, compliance with any law or governmental order, rule, regulation or direction, default of suppliers or subcontractors or Internet disturbances.



11. CARD EXPIRY

Your card will expire on the date indicated on the Card. The Virtual Card will expire on the date indicated on the SMS you receive with your card details. Once your Mpamba Debit Card has expired you will not be able to use it unless you apply for another one.

12. CHANGES TO THESE TERMS

We may change these terms and conditions and the changes to these terms and conditions will be published on the website. Your continued use of the Mpamba Debit Card signifies acceptance of the changed terms and conditions. Where you are not agreeable to the change of these Terms and Conditions you are free to terminate this agreement as per the terms of Clause 8 herein. We may at any time suspend, restrict or cancel your Mpamba Debit Card or refuse to issue or replace a Card for reasons relating to but not limited the following:

- 12.1 if we are concerned about security of your Card or we suspect your Card is being used in an unauthorised or fraudulent manner;
- 12.2 if we have reasonable grounds to believe that you are acting in breach of this agreement;
- 12.3 if we believe that a transaction is potentially suspicious or illegal; or
- 12.4 because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.
- 12.5 If we refuse to authorise a transaction, we will, if practicable, tell you why immediately unless it would be unlawful for us to do so.
- 12.6 The Mpamba Debit Card is non-transferable. The person to whom the Card is issued is the only person authorized to use the Card. You shall not give your Card or share your card details to anyone else.

13. NO ENDORSEMENT OF GOODS AND SERVICES

13.1 TNM Mpamba does not represent or endorse, and shall not be responsible for: the safety, quality, accuracy, reliability, integrity or legality of any Merchant or Goods and Service, the truth or accuracy of the description of any advice, opinion, offer, proposal, statement, data or other information (collectively, "Content") displayed or distributed, purchased or paid through the Service; or

13.2 the ability of Merchants to deliver Goods and Services.

14. COMPLAINTS

The Mpamba Debit Card service is managed by TNM Mpamba Ltd. If you are unhappy in any way with your Mpamba Debit Card or the way it is managed, contact us by using the following e-mail

– **customercare@tnm.co.mw** so we can investigate the circumstances. Any complaints you have will be dealt with quickly and fairly.

15. GOVERNING LAW

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Malawi and the Cardholder irrevocably agrees to submit to the exclusive jurisdiction of the courts of Malawi.

16. FUND PROTECTION

The funds in the Mpamba Debit Card will be held under the Mpamba Platform to ensure the security of the said funds. You will therefore only load and redeem funds from the Card through your Mpamba Account.

For more details call **105** or email **customercare@tnm.co.mw**

