



MyCash “Standard” Terms & Conditions

www.mycash.co.zw

Document Version Control

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Revision history

Version	Issue date	Author/editor	Description/Summary of changes
1.0	21-11-2016	M Mupingo	Initial Document
1.1	07-11-2017	M. Mupingo	Legal Review
1.2	07.08.2018	M.Mupingo	Company name change from Meikles Financial Services to MyCash Financial Services

Reviewed by

Version	Name	Position	Review date
1.0	Joe Rous	General Manager	26.02.2016
1.1	Joe Rous	General Manager	07.11.2017
1.1	Andrew P Lane Mitchell	Meikles Company Secretary	07.11.2017
1.2	MyCash Management	MyCash Management Committe	30.08.2018

Approved By

Version	Name	Position	Approval date
1.0	Joe Rous	General Manager	26.02.2016
1.1	MFS Board	Chairman	07.02.2017
1.2	MyCash Mgt Committee	Chairman	30.08.2018

1.1 The Agreement

- 1.1.1 These are the terms and conditions upon which the Customer may use the MyCash Account (as defined herein) provided by MyCash Financial Services (Private) Limited (MyCash) the acceptance of which constitutes a binding contract between the Customer and MyCash. When the Customer registers for MyCash by signing the MyCash Application Form they agree to abide by the Terms and Conditions set out below. The Customer therefore needs to read and fully understand these Terms and Conditions and if the Customer does not agree with them, the Customer must not proceed to register for and/or use the MyCash Account.

1.2 Definitions

- 1.2.1 Account means the Customer's MyCash account administered by MyCash.
- 1.2.2 Agreement means the conditions of use together with the registration form which forms a legally binding agreement.
- 1.2.3 Application Form means the application form issued by a MyCash Kiosk / Outlet or Agent. These terms and conditions are attached to the application form.
- 1.2.4 Cash means cash or coins designated as legal tender in Zimbabwe, including United States dollars (USD), and local currency.
- 1.2.5 Charges means the fee the Customer will pay for using MyCash services.
- 1.2.6 Credited means the electronic transfer of funds into the Customer's account.
- 1.2.7 The Customer means the individual in whose name the MyCash Account is registered.
- 1.2.8 Debited means the electronic transfer of funds out of the Customer's account.
- 1.2.9 Deposit means the cash or electronic deposit of funds the Customer makes at a MyCash Kiosk or Agent.
- 1.2.10 ID for Zimbabwean nationals means a Zimbabwean national identity card, valid passport or drivers licence; and for foreigners means a passport with a residence and/or work permit.
- 1.2.11 MyCash Kiosk means any shop or unit operated by MyCash employee or MyCash Agent.
- 1.2.12 MyCash Kiosk Operator means a person employed by MyCash who is responsible for facilitating transactions within a MyCash Kiosk.
- 1.2.13 MyCash Agent means a person contracted as MyCash Agent who is responsible for facilitating transactions within a MyCash Kiosk.
- 1.2.14 PIN means the 4 digit personal identification number chosen by the Customer.
- 1.2.15 POS terminal means point of sale terminal.
- 1.2.16 Services means the MyCash card and mobile money transfer services to be offered through MyCash which will enable the Customer to perform transactions.

1.3 Application

- 1.3.1 The Customer may open an account at any MyCash Kiosk or Agent.
- 1.3.2 To qualify for an account the Customer must:
- 1.3.2.1 Be above 16 years of age; and
- 1.3.2.2 Complete a MyCash Application Form and submit the completed application form to a MyCash Agent; and
- 1.3.2.3 Present valid ID to the MyCash Kiosk Agent
- 1.3.2.4 MyCash reserves the right to refuse to open an account or request for additional identification information.

- 1.3.2.5 The Customer may not have more than 2 (two) MyCash accounts.
- 1.3.2.6 All information provided must be complete and accurate in all respects.
- 1.3.2.7 Upon registration with MyCash the Customer will be allocated a MyCash Card which may be linked to their mobile phone.

1.4 Activating MyCash Account

- 1.4.1 MyCash Account is activated once the customer information has been captured in the MyCash System and the Card is linked to their account.
- 1.4.2 Immediately after linking the customer card for MyCash, the customer will be prompted to enter a 4 digit PIN which must use to access MyCash account services.
- 1.4.3 Once the account is activated the customer will be recommended to activate their account for mobile sign up to access MyCash mobile services.
- 1.4.4 The Customer can then load funds that will be credited to their MyCash account by making an electronic transfer or cash deposit at a MyCash, after which the Customer will be able to perform transactions using the Card or Mobile Banking Services.

1.5 MyCash Services

The MyCash Services are made available to the Customer subject to the following Terms and Conditions:

- 1.5.1 MyCash does not guarantee that the MyCash Services will be available at all times and will not be responsible or liable for any loss whatsoever or howsoever arising as a consequence of any non-availability of the MyCash Services. The MyCash Services are not fault free and factors including (but not limited to) acts of God, geographical topography, weather conditions, planned maintenance or rectification work by third party service providers which may interfere adversely with the quality and provision of the MyCash Services.
- 1.5.2 The Customer may perform the following MyCash transactions with us using the following channels:
 - 1.5.2.1 Deposit money into any MyCash Account at any MyCash Kiosk.
 - 1.5.2.2 Purchase prepaid airtime from MyCash Account.
 - 1.5.2.3 Perform balance enquiries.
 - 1.5.2.4 Request for a mini statement.
 - 1.5.2.5 Make payments to merchants when purchasing goods or services over ZimSwitch or other Point of Sale Devices.
 - 1.5.2.6 Receive funds from abroad directly onto the Customer's MyCash
 - 1.5.2.7 Making payments to merchants when purchasing goods or services.
- 1.5.3 MyCash reserves the right to add more functions from time to time onto the service menu and MyCash will notify the Customer of such additional transactions and functionalities through communications channels, such as but not limited to SMS.
- 1.5.4 When the transaction(s) are processed, the Customer account shall be debited or credited depending on whether the Customer is depositing or withdrawing.
- 1.5.5 MyCash will verify and confirm all transactions performed through the Customer's account by sending an SMS.
- 1.5.6 The Customer is responsible for ensuring that the information provided when doing transactions is correct. If the Customer provides incorrect information the Customer will have no claim against MyCash or Sponsor Bank for any losses or damages.

1.6 Transaction Limits

- 1.6.1 The Customer agrees that MyCash account shall be governed by transaction limits as stipulated by regulatory authorities and business conditions.
- 1.6.2 Any attempts to exceed the prescribed limits will be viewed with suspicion and may result in account suspension or closure without further notice to the customer.
- 1.6.3 Transaction limits will appear on our website at www.mycash.co.zw (“the website”). MyCash may at any time amend these limits in line with regulatory requirements and business conditions without warning.

1.7 MyCash Statement

- 1.7.1 The Customer may obtain mini statements by using the USSD menu or Mobile App on the phone, or POS device. The Customer may obtain mini statements by using the USSD menu on the mobile phone, or POS device.
- 1.7.2 The Customer may obtain a balance on MyCash account by using the “Balance Enquiry” function on the USSD menu, POS device and ATM.
- 1.7.3 The Customer may obtain a detailed statement at the Kiosk or other channels that may be availed from time to time.

1.8 Suspension or Closure of MyCash Account

- 1.8.1 MyCash may suspend, restrict or terminate the provision of the MyCash Services (in whole or in part) and/or close a MyCash Account without informing the Customer and without any liability whatsoever (although, MyCash will, where possible, try to inform the Customer that such action is or may be taken) under the following circumstances:
 - 1.8.1.1 If MyCash is aware or have reason to believe that the Customer’s MyCash Account is being used in an unauthorised, unlawful, improper or fraudulent manner or for criminal activities (or has been so used previously);
 - 1.8.1.2 If the Customer does not comply with any of the conditions relating to the MyCash Services including these Terms and Conditions;
 - 1.8.1.3 If the Customer notifies MyCash that his / her MyCash Card has been lost or stolen or the Customer’s PIN has been lost or disclosed to any other party;
 - 1.8.1.4 For reasons outside of the control of MyCash where the use of MyCash Account has been suspended by MyCash for any reason, the Customer must visit any MyCash Kiosk to confirm his / her identity and re-activate his / her account. Account reactivation and card replacement is instant.
- 1.8.2 MyCash will not be responsible to the Customer for any direct, indirect, consequential or special damages arising from any act or omission by MyCash or any third party for whom MyCash is responsible, whether arising in contract, or statute, if MyCash closes or suspends the Customer’s MyCash Account in terms of this clause.

1.9 MyCash Charges

- 1.9.1 The Customer agrees to pay MyCash charges, as published, to MyCash for each chargeable Transaction effected from a MyCash Account. The Charges Guide is available from any MyCash Kiosk or via the MyCash website at www.mycash.co.zw
- 1.9.2 Charges payable on each chargeable Transaction will be deducted from the Customer's MyCash Account by MyCash on conclusion of each Transaction. The Customer's new balance on conclusion of the Transaction shall be notified to the Customer by SMS or with a POS Device slip.
- 1.9.3 Charges are subject to applicable levies, network fees and taxes at the prevailing rates.
- 1.9.4 The Customer agrees all Charges payable by the Customer in connection with the use of the MyCash Services may be debited from the Customer's MyCash Account without further reference to the Customer.

1.10 Security And Unauthorised Use.

- 1.10.1 The Customer is responsible for the safekeeping and proper use of his / her MyCash Card and for keeping his / her PIN secret.
- 1.10.2 MyCash shall presume that all transactions done on the Customer's account using the Customer's PIN are done by the Customer. MyCash shall not be liable for any loss suffered by the Customer if the Customer's PIN is accessed or used by someone else.
- 1.10.3 The Customer must notify MyCash by calling +263867 717 3562, email: support@mycash.co.zw or visit the nearest MyCash Kiosk when the Customer discovers that his / her MyCash card is lost or stolen.
- 1.10.4 The Customer is responsible for all transactions including the charges in respect of transactions done before the Customer blocks his/her MyCash Card. The Customer cannot claim money back from MyCash. The Customer indemnifies MyCash in full against any claims made in respect of such transactions.

1.11 Changes

- 1.11.1 MyCash may at any time amend these Terms and Conditions. Such changes will appear on our website at www.mycash.co.zw ("the website"). The Customer is responsible for reviewing this Agreement each time the Customer revisits the website, and, if the Customer continues to use MyCash after changes are made, the Customer is deemed to have accepted the amended Terms and Conditions of the Agreement.
- 1.11.2 The Customer may not change any of the Terms and Conditions. However, Customers are free to send MyCash their views for consideration to support@mycash.co.zw.

1.12 Address and Notices

- 1.12.1 The street address provided on the MyCash Application Form is regarded as the Customer's chosen address where notices may be sent or delivered, and documents in legal proceedings may be served. The Customer shall be entitled to vary their address upon written notice to the other parties.
- 1.12.2 The chosen address for MyCash for any service of notices or documents in legal proceedings shall be MyCash Financial Services, Block 5, Arundel Office Park, Arundel, Harare marked to the attention of The General Manager.

1.12.3 Any notice given by one party to the other shall be deemed to have been received within the following periods;

1.12.3.1 Seven days after posting the notice; or

1.12.3.2 On the same day if the notice is hand-delivered; or

1.12.3.3 Notwithstanding anything to the contrary, MyCash shall be entitled to send information to the Customer via email or SMS to the contact cell phone number provided by the Customer on the application form for the avoidance of doubt, any such SMS messages sent shall be for information purposes only.

1.13 Jurisdiction And Arbitration

1.13.1 This agreement shall be governed by, construed or otherwise interpreted in accordance with the laws of Zimbabwe.

1.13.2 Both the Customer and MyCash shall comply with all applicable laws and governmental regulations. Either party is authorised or otherwise expected to take any action in the name of or otherwise on behalf of the other which would violate applicable laws and regulations.

1.13.3 The Customer submit to the jurisdiction of the Magistrate's Court in the event of any dispute leading to litigation arising out of matters in terms of this contract or connected thereto, and in any such event, the Customer, if found liable, shall be obliged to pay MyCash costs at the legal practitioner-client scale, and any and all other costs and collection commission incidental thereto and so charged.

1.14 Intellectual Property Rights

1.14.1 All the intellectual property rights including, but not limited to, software, copyright (including all copyright in any designs and computer programs), database, trademarks, trade names, registered design, service marks, patent rights, trade secrets, domain-names and know-how or other industrial or intellectual property rights used in connection with the Services or contained in this Agreement, shall at all times remain the sole property of MyCash and the Customer agrees that the Customer acquires no rights thereto.

1.15 General

1.15.1 Any failure by MyCash to exercise or enforce any right or provision of this Agreement shall in no way constitute a waiver of such right or provision.

1.15.2 This Agreement constitutes the entire agreement between the Customer and MyCash and no other conditions, stipulations, warranties or representations whatsoever have been made other than those included herein.

1.15.3 The Customer may not assign or novate its rights under this Agreement without MyCash's prior written consent (and then only in strict compliance with any conditions of such consent).