

▶▶ 2018

Website
Terms & Conditions



www.mycash.co.zw

MyCash
TAN Pickn Pay

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 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 following Terms and Conditions. The Customer therefore need 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 your MyCash Account is administered by MyCash Financial Services.
- 1.2.2 Agreement means the conditions of use together with registration form.
- 1.2.3 ID means for Zimbabweans national a Zimbabwean national identity card, valid passport or drivers licence; and passport with a residence and/or work permit for foreigners.
- 1.2.4 Customer means you and every other person in whose name an account for MyCash services is registered.
- 1.2.5 Deposit means the cash Deposit you make at MyCash Kiosk.
- 1.2.6 MyCash Kiosk means any shop or unit located in TM Pick n Pay retail premises operated by MyCash Financial Services.
- 1.2.7 MyCash Kiosk Operator means a person employed by MyCash Financial Services who is responsible for facilitating transactions in MyCash Kiosk.

1.3 Application

- 1.3.1 The Customer may open an account at any MyCash Kiosk.
- 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 MyCash Application Form and submit the completed application form to MyCash Kiosk Operator; and
 - 1.3.2.3 Present ID to the MyCash Kiosk Operator; and
 - 1.3.2.4 MyCash Financial Services 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 1 (one) 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 must be linked to their Zimbabwean mobile phone number.

1.4 Activating MyCash Account

- 1.4.1 MyCash Account is activated once the customer information has been captured in 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 Card 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 make a deposit that will be credited to their MyCash Account by making any payment at a MyCash Kiosk, after which the Customer will be able to perform money transfer transactions using MyCash Card or MyCash Mobile.

1.5 MyCash Services

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

- 1.5.1 MyCash Financial Services does not guarantee that the MyCash Services will be available at all times and we 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 Withdraw money from MyCash Account at any MyCash Kiosk.
 - 1.5.2.3 Withdraw money from ZimSwitch (ATM and Point of Sale)
 - 1.5.2.4 Transfer money to any active MyCash Account.
 - 1.5.2.5 Transfer money to Bank account or mobile wallets on ZIPIT
 - 1.5.2.6 Purchase prepaid airtime from MyCash Account.
 - 1.5.2.7 Balance enquiries
 - 1.5.2.8 Mini statements
 - 1.5.2.9 Bill Payments
 - 1.5.2.10 Earn Reward Points (subject to the T&C's of any promotion in which MyCash is participating)
 - 1.5.2.11 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 services and MyCash will notify the Customer of such additional transactions and functionalities through communications channels, such as but not limited to SMS and Social Media.
- 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 account by sending an SMS to the linked MyCash Mobile registered number.
- 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, Sponsor Bank or MyCash Financial Services 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 as follows:
 - 1.6.1.1 Transaction limits
 - 1.6.1.2 Daily transaction limits
 - 1.6.1.3 Monthly limits
- 1.6.2 Any attempts to exceed the prescribed limits will result in account suspension without further notice to the customer.

1.7 MyCash Statement

- 1.7.1 The Customer may obtain mini statements by using the USSD menu, MyCash Mobile Application 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, MyCash Mobile Application or POS device and Zimswitch enabled ATMs.
- 1.7.3 The Customer may obtain a detailed statement at the MyCash 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 MyCash Account without informing the Customer and without any liability whatsoever (although, we 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 we are 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 us that their MyCash Card has been lost or stolen or the Customer’s PIN has been lost or disclosed to any other party;
- 1.8.2 For reasons outside of our control where the use of MyCash Account has been suspended by MyCash Financial Services for any reason, the Customer must visit at any MyCash Kiosk or MyCash Head Office to confirm their identity and re-activate their account.
Account reactivation and card replacement is instant.
- 1.8.3 MyCash will not be responsible to the Customer for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute, if we close or suspend the Customer’s MyCash Account in terms of this clause 5.6.

1.9 MyCash Charges

- 1.9.1 MyCash charges as published are payable to MyCash for each Transaction effected from MyCash Account. The Charges Guide is available from any MyCash Kiosk or via our website at www.mycash.co.zw
- 1.9.2 Charges are payable on each Transaction will be deducted from the Customer’s MyCash Account by MyCash on conclusion of each Transaction and the Customer’s new balance on conclusion of the Transaction shall be notified to the Customer by SMS.
- 1.9.3 Charges are subject to applicable levies and taxes at the then prevailing rates.
- 1.9.4 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 MyCash Services and for keeping their PIN secret.
- 1.10.2 MyCash shall presume that all transactions done on the Customer’s account using the Customer PIN are done by the Customer. MyCash shall not be liable for any loss suffered by the Customer if the Customer PIN is accessed or used by someone else.
- 1.10.3 The Customer must notify MyCash by:
Calling +263777452097, Email: support@mycash.co.zw or visit the nearest MyCash Kiosk when the Customer discovers that their MyCash Card or 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 their 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 and will give the Customer reasonable notice of such amendments;

1.11.2 The Customer may not change any of the Terms and Conditions. However, Customers are free to bring in their views for consideration.

1.12 Address and Notices

1.12.1 The street address provided on the MyCash Application Form is regarded as the Customer 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 and MyCash Financial Services.

1.12.2 The chosen address for MyCash for any service of notices or documents in legal proceedings shall be addressed to MyCash Financial Service, If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us: Address: 5 Churchill Avenue, Alexandra Park, Harare, Zimbabwe or Email :support@mycash.co.zw or Call: 08677 173562 or 077 745 2097 marked for 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.

If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us:

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