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# **Tigo Pesa Rafiki Terms and Conditions**

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## **Agreement**

This Agreement contains directives governing the use of the Tigo Pesa WhatsApp Service the acceptance of which constitutes a binding contract between yourself and Tigo Pesa WhatsApp Service.

These terms and conditions shall apply to the Customer immediately upon subscription of the Services and shall always continue during the pendency of the Service and the Customer shall be using Tigo Pesa Services until such time he/she unsubscribes from the Tigo Pesa WhatsApp Service.

## **Tigo Pesa WhatsApp Service Terms & Conditions**

Tigo Pesa WhatsApp Service is for all Tigo Pesa Customers that are fully biometric registered. Tigo Pesa WhatsApp Service is a Chatbot automated program that interacts with Customers and gives them accessibility to perform Tigo Pesa transactions through WhatsApp in the same manner as could be performed via Tigo Pesa Menu or Tigo Pesa App.

Tigo Pesa WhatsApp is a convenient, fast, and secure method for Customers to make transactions without having to dial Tigo Pesa Menu or using Tigo Pesa App.

Tigo Pesa WhatsApp will be accessible to all Tigo Pesa active Customers through a provided mobile number. A Customer may be able to select the service he/she needs to perform transactions by chatting with Tigo Pesa WhatsApp number.

## **DEFINITIONS**

**“Active Sim Card/ Active Tigo Pesa Account”** means a SIM Card that Tigo Pesa Services are enabled and are conducted through it on a regular basis as per the defined activity rules.

**“AML/CFT”** means Anti-Money Laundering and Terrorist Financing as defined by the laws and regulations in Tanzania.

**“Chatbot”** is a computer program designed to simulate conversation with human users and are often used for customer service.

**“Charges”** Means the charges/fees for the use of Tigo Pesa Services or Tigo Pesa WhatsApp Service as may be prescribed and communicated from time to time.

“**Contract**” means the terms and conditions contained herein and as may be amended from time to time.

“**HTMSL**” means Honora Tanzania Mobile Solutions Limited, a company registered in Tanzania and issued with an electronic money issuer license by the Bank of Tanzania and operating its mobile financial services under the brand name “**Tigo Pesa**”. In this Agreement “**HTMSL**” and “**Tigo Pesa**” may be used interchangeably.

“**Mobile Phone**” means a device that can make and receive telephone calls and mobile money services over a radio link whilst moving round a wide geographic area.

“**Mobile number**” means a unique numerical identifier assigned to a mobile phone user by a mobile network operator. It is used to make and receive calls, send, and receive text messages, access mobile data and access Tigo Pesa Services.

“**Money Laundering**” means taking criminal proceeds and disguising their illegal sources in order to use the funds to perform legal or illegal activities.

“**Network**” Means TIGO equipment software and facilities that enable the customer using a mobile phone compatible with GSM 900,1800 and 2100 or any other spectrum in use by TIGO {provided that it is not SIM locked by another operator} to have access to the Services.

“**PIN**” Means a unique Personal Identification Number used by the Customer to access Tigo Pesa Services.

“**Services**” means Tigo Pesa Services.

“**Tigo**” means Honora Tanzania Public Limited Company, registered trade brand for offering its services.

“**Tigo Pesa WhatsApp Service**” This is a service that uses Chatbot technology to provide Tigo Pesa service such as but not limited to Tigo Pesa Send Money, Balance Check, Lipa Kwa Simu, Bill Payments and Self-care.

“**Tigo Pesa Services**” means the services provided by Tigo for the issuance and redemption of e-Money and the transfer of e-Money between Customers on the basis of transfer instructions including the recording of all transactions, verifying, and confirming all transactions concluded and updating Customer Account records.

**“Terrorist Financing”** means the process of providing financing or financial support to individual terrorists or terrorist groups using funds from legal or illegal sources.

## **1. SUBSCRIPTION TO TIGO PESA WHATSAPP SERVICE**

1.1 You are required to be a Tigo Pesa biometrically registered with an active Tigo Pesa Account.

1.2 Tigo Pesa WhatsApp: ‘Tigo Pesa Rafiki’ Service will be active once you have subscribed to the service by initiating the request to the Tigo Pesa WhatsApp dedicated mobile number (+255 675 300 300). You are responsible for all authorized transactions on your Tigo Pesa Account through Tigo Pesa WhatsApp Service.

1.3 You shall be charged subscription fees for using Tigo Pesa WhatsApp Service.

1.4 Tigo Pesa WhatsApp Service will be used as another method for customers to make transactions at their convenience withing the WhatsApp chat without having to dial Tigo Pesa Menu or using Tigo Pesa App

1.5 It shall be your full responsibility to ensure the accuracy of all transactions done through Tigo Pesa WhatsApp Service. Any loss due to negligence or misuse of usage of Tigo Pesa WhatsApp, Tigo Pesa Rafiki, Service will not be covered by Tigo Pesa.

1.6 Tigo Pesa transactions authorization is done by entering your Tigo Pesa PIN, on the Tigo Pesa WhatsApp Service and it will be through a secure pop up “enter Tigo Pesa PIN” request on your mobile phone.

1.7 If you attempt to perform Tigo Pesa WhatsApp Service transactions that are not allowed, your transaction will be declined.

1.8 You can cancel your Tigo Pesa WhatsApp Service any time and charges may be applied.

- 1.9 Upon reuse of the Tigo Pesa WhatsApp Service and once your previous subscription has expired, you will be charged subscription fee for using the service again for the allowed duration.
- 1.10 Tigo Pesa WhatsApp Service subscription allowed duration 24 hours; every 24 hours will mean a different session. You will need to start another session after every 24 hours.
- 1.11 Tigo Pesa WhatsApp Service subscription fees will only be charged at any time you initiate a message to the Tigo Pesa WhatsApp number and only if the previous subscription had already expired.
- 1.12 You are required to make sure your Tigo Pesa WhatsApp messaging details are kept safe and secure.
- 1.13 In case you lose your Mobile Phone or Sim Card you must immediately call the call center, number 100 or visit the nearest Tigo Shop to block your Sim Card.
- 1.14 If the Tigo Pesa WhatsApp Service is used or Tigo Pesa finds that you are using it fraudulently, Tigo Pesa shall have the right to charge you for any costs that are incurred resulting from your misuse, stop you from using the WhatsApp Tigo Pesa Service and report you to the regulator or relevant authorities.
- 1.15 This service is not a replacement of Tigo Pesa Menu, \*150\*01# or Tigo Pesa App but a complementary channel.

## **2. Amendments or Changes**

Tigo Pesa may change, suspend, or discontinue the Service at any time without notice. Tigo Pesa may amend any of this Agreement's terms or conditions at its sole discretion by posting the revised terms on its website. Your continued use of the Service after the effective date of the revised Agreement constitutes acceptance of the terms.

### **3. Privacy Statement**

3.1 HTMSL and all its associated companies are committed to respecting the privacy of the Customer's personal data. To demonstrate HTMSL commitment, HTMSL has created this Privacy Statement to communicate its intent to provide effective processes for the appropriate handling of private information and to comply with applicable legislation that governs the authentication, protection, and disclosure of personal information.

3.2 HTMSL has implemented technology, policies and processes aimed at protecting the confidentiality, integrity, and availability of the Customer's personal information. HTMSL shall update and refine these measures on an ongoing basis. HTMSL assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond and outside HTMSL's control.

### **4. Liability**

You agree not to use the Service for any purpose other than making authorized transactions.

### **5. Termination**

Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, Tigo Pesa may immediately revoke your access to the Service without notice.

### **6. Governing law**

These terms and conditions shall in all aspects be governed by the laws of Tanzania.

### **7. General**

7.1 HTMSL shall not be liable for any delay or failure in performing any of its obligations in respect of the use of the Simcard where such delay or failure occurs because of any circumstances beyond HTMSL's reasonable control.

7.2 You may not vary any of these terms and conditions of use and you may not transfer these terms and conditions to any other person or business.

## **8. Customer Support**

8.1 If you wish to enquire more details call through our customer service hotline.

8.2 In an event you are not satisfied with the service offered or any dispute or difference arising please contact our Customer Care, number 100. They will help and explain the complaints handling procedure in a detailed and satisfactory manner. HTMSL will investigate and try to resolve your complaint as soon as practicable.

8.3 How to contact us:

For product or account inquiries or service complaints, you can visit our:

Head Quarters: Honora Tanzania Public Limited Company

Sam Najuma Road, P.O. Box 2929,

Dar-es-Salaam, Tanzania

Email: [customercare@tigo.co.tz](mailto:customercare@tigo.co.tz)

Phone: +255 716 123 103

Website: [www.tigo.co.tz](http://www.tigo.co.tz)