



LIPA KWA SIMU

TERMS AND CONDITIONS



1. AGREEMENT

This Agreement contains directives governing the application of the use of the Mixx by Yas services in connection to Lipa Kwa Simu provided by Honora Tanzania Mobile Solutions Limited (HTMSL), the acceptance of which constitutes a binding contract between yourself (Merchant) and HTMSL represented by the brand Mixx by Yas for the Lipa Kwa Simu Service. These Terms and Conditions shall apply to the Merchant immediately upon the subscription of Mixx by Yas Lipa Kwa Simu Service and shall continue during the pendency of the license granted to the company and any renewal thereof unless terminated by either party according to the Terms and Conditions herein.

2. NATURE OF TERMS AND CONDITIONS & APPLICABILITY

2.1. These Terms and Conditions are issued by Honora Tanzania Mobile Solutions Limited (hereinafter abbreviated as “HTMSL” which trades with the brand name “Mixx by Yas” or “we” or “us” or “ourselves” or “our”) and shall apply to Mixx by Yas Merchants (hereinafter “you” or “your” or “user” “yourself”).

2.2. These Terms and Conditions shall apply and bind to all Merchants who subscribe and use or may use the Mixx by Yas Lipa Kwa Simu Service (as defined herein).

2.3. When you register as Mixx by Yas Merchant and use Mixx by Yas Lipa Kwa Simu Service you agree to abide by these Terms and Conditions. You therefore need to read and fully understand these Terms and Conditions and if you do not agree with them, you may not proceed to register for and/or use Mixx by Yas Lipa Kwa Simu Service.

2.4. Lipa Kwa Simu Service is for all Mixx by Yas Merchants who are fully biometrically registered.

3. DEFINITIONS

3.1. “Agreement” means these Terms and Conditions and any orders or any other specific terms (such as a quote or purchase order) applicable to the Service.

3.2. “Merchant” means an individual, business, corporation, or organization registered to use Lipa Kwa Simu Service to accept payments.



- 3.3. “Merchant Account”** means a Business Account created for the use of the Lipa Kwa Simu Service, capable of receiving payments from customers and performing transactions such as cash withdrawals, bank transfers, and more.
- 3.4. “Lipa Kwa Simu (LKS) Service”** means Mixx by Yas service that enables Merchant to accept cashless and digital payments via a mobile phone from customers of all Mobile Network Operators and various banks.
- 3.5. “Account Limits”** means the maximum amount of funds that can be maintained within the Merchant account.
- 3.6. “Business Account”** means a unique account provided to the Merchant upon successful registration, facilitating the use of LKS Service in payment management, fund withdrawal, and other business-related activities.
- 3.7. “Charges”** means all fees applicable to the use of the LKS Service for both incoming and outgoing transactions on the Merchant account
- 3.8. “Company”** means a legal entity established to run a business, separate from its owners, with limited liability and the ability to own assets, enter into contracts, and continue its existence independently of its founders.
- 3.9. “Know Your Merchant”** also known as KYM means a process used by HTMSL to verify and assess the identity and legitimacy of the Merchant before enabling access to the LKS Service. This process is conducted in compliance with applicable laws and regulations, including any directives from the Government, Tanzania Communications Regulatory Authority (TCRA), the Bank of Tanzania (BOT), or other relevant authorities.
- 3.10. “Merchant Code”** means a unique eight-digit code assigned to a Merchant upon successful registration for the LKS Service. This code enables customers to make payments to the Merchant's account.
- 3.11. “Service”** means Mixx by Yas Lipa Kwa Simu Service.



- 3.12. “Micro Business”** means individuals engaged in very small businesses such as bike transport (Boda-boda), small sale food vendors (Mama Lishe and Baba Lishe), kiosks (genge), etc.
- 3.13. “MSISDN”** means Mobile Station International Subscriber Directory Number. This is the phone number associated with a SIM Card that uniquely identifies a Mixx by Yas subscriber on the Network.
- 3.14. “Non-Profit Organization”** means an entity formed to pursue social, charitable, or educational goals, rather than profit-making, with any surplus funds reinvested into its mission.
- 3.15. “Payment”** means the transfer of funds from a customer to a Merchant using the LKS Service.
- 3.16. “PIN”** means a unique Personal Identification Number used by the Merchant to access the LKS Service.
- 3.17. “Quick Response Code” or “QR Code”** means a two-dimensional barcode that stores Merchant information. Customers can scan it using a smartphone to make payments to the Merchant.
- 3.18. “Sole Proprietor”** means an individual who operates a business under a business license issued by the respective municipal authority.
- 3.19. “Third Party”** means any individual or entity, in partnership with Mixx by Yas, that is directly or indirectly involved in the provision of Mixx by Yas services.
- 3.20. “Transaction Limits”** means the maximum amount that can be paid or transferred to or from a Merchant Account in a single transaction or within a day.
- 3.21. “Yas”** means Honora Tanzania Public Limited Company registered brand for offering its services.
- 3.22. “Mixx by Yas”** means a brand name for Honora Tanzania Mobile Solutions Limited, a mobile financial services company providing the LKS Service.



3.23. “Mixa by Yas Platforms” means software interfaces used by Merchants to manage all associated operations of their Merchant accounts, including the USSD menu *150*01#, the Mixx by Yas Super App, and the Business Portal.

3.24. “Mixa by Yas subscriber” means an individual registered with a Yas MSISDN, enabling them to use Mixx by Yas mobile financial services.

3.25. “Mixa by Yas Account” means an account owned by a Mixx by Yas subscriber that allows them to perform and accept digital money transactions.

4. ACCEPTANCE OF THE TERMS AND CONDITIONS

4.1. You are required to be a Yas biometrically registered Customer with a Mixx by Yas account.

4.2. Before using the LKS service, the user must carefully read and understand these Terms and Conditions, as they govern access to, use of, and operation of the Service. The Terms and Conditions are available on Yas’s website www.yas.co.tz under Mixx by Yas section.

4.3. Continued use of the Service is contingent upon acceptance of these Terms and Conditions.

4.4. Upon acceptance, these Terms and Conditions will apply to all future registrations for LKS Service.

5. ELIGIBILITY AND REGISTRATION

5.1. To use the LKS Service, the Merchant must complete the onboarding process, providing the necessary Know Your Merchant (KYM) documents:

5.1.1. Micro Enterprises:

- Registered Yas MSISDN
- National ID (NIDA) registration

5.1.2. Sole Proprietors (Small Enterprises):

- Registered Yas MSISDN
- Copy of Business License
- Copy of TIN certificate

5.1.3.Companies:

- Registered Yas MSISDN
- Business License
- TIN certificate
- Certificate of Incorporation
- Letter of Introduction (for a representative registering on behalf of the company)
- MEMART or Brela Extract, or equivalent documents

5.1.4.Non-Profit Organizations:

- Registered Yas MSISDN
- TIN certificate
- Letter of Introduction
- Certificate of Organization Registration

6. SERVICE USAGE

6.1. Merchant can start using the LKS Service upon successful registration, account creation, and acceptance of the Terms and Conditions.

6.2. A Merchant Account will be created along with a unique QR code and Merchant Code used for accepting payments.

6.3. Merchants must set a PIN to access their account and start using the Service.

6.4. Merchants can grant access to others for their business account, and additional users must set their own PIN.

6.5. Merchants can use the LKS Service to:

- Accept payments from customers and businesses via any mobile network or banking platforms.
- Access transaction history and check account balances.
- Withdraw funds in cash or transfer to a linked bank account.
- Set automated transfers to bank or other Merchant or Mixx by Yas accounts.
- Add sub-users or multiple payment notification numbers.
- Generate account statements.



7. MERCHANTS RESPONSIBILITIES

7.1. The Merchant agrees to:

- Use the Service in compliance with all applicable laws and regulations.
- Provide accurate and updated information during registration.
- Safeguard all credentials, including the PIN, and promptly report any unauthorized access or security breaches.
- Ensure all transactions conducted through the Service are legitimate and authorized.
- Report transactions indicating money laundering or terrorist financing activities in accordance with anti-money laundering laws.

7.2. The Merchant bears sole responsibility for the confidentiality and security of their account, and Mixx by Yas will not be held liable for losses arising from non-compliance with these obligations.

8. CHARGES AND LIMITS

8.1. Mixx by Yas reserves the right to impose, add or amend charges for transactions performed using the Merchant Account, including:

- Withdrawals or transfers to bank accounts.
- Cashout from Mixx by Yas agents.
- Bill Payments, money transfers and other transactions.

8.2. Mixx by Yas reserves the right to impose, add or amend charges for payment transactions from customer payments.

8.3. Mixx by Yas may change or modify account and transaction limits in accordance with Bank of Tanzania regulations.



9. DATA PRIVACY AND INFORMATION SHARING

- 9.1.** Mixx by Yas is committed to protecting the privacy of Merchant data in accordance with applicable data protection laws. Merchant data will not be sold or disclosed to unauthorized third parties.
- 9.2.** Mixx by Yas may share Merchant information with authorized partners, suppliers, third parties or government entities, as required by law, or for the provision of Services.
- 9.3.** Merchant consents to the collection, processing and sharing of their information as stated above.
- 9.4.** You as the Merchant, accept that HTMSL may use your personal data or/and data about you related to your use of the mobile service (airtime or package purchase) or the Mixx by Yas Services for reasonable commercial purposes such as marketing and research related purposes.
- 9.5.** You as the Merchant, accept that HTMSL may disclose or receive personal information about you or transactional details in aggregate format to licensed credit providers.

10. ACCOUNT SUSPENSION OR TERMINATION

- 10.1.** Mixx by Yas reserves the right to suspend or terminate a Merchant Account under the following conditions:
- Merchant Involvement in fraudulent or illegal activities.
 - Breach of these Terms and Conditions
 - Use of the Service in a way that may damage Mixx by Yas reputation.
 - Provision of inaccurate or outdated registration information
 - Merchant use of the Service against the applicable laws of the United Republic of Tanzania
- 10.2.** Merchant can also request account termination by contacting Mixx by Yas customer support.



11. LIABILITY AND IMNDEMUNITY

11.1. Mixx by Yas shall not be liable for:

- Any losses arising from unforeseen system failures, network interruptions, or service disruptions.
- Unauthorized transactions due to Merchant's negligence in safeguarding account credentials.
- Indirect or consequential losses resulting from the use of the LKS Service.

11.2. Merchant agrees to indemnify Mixx by Yas against any claims, losses, or damages arising from misuse of the Service or violation of these Terms and Conditions.

12. DISPUTE AND RESOLUTIONS

12.1. Any disputes arising from the use of the LKS Service shall be resolved amicably through negotiations between the Merchant and Mixx by Yas.

12.2. If the dispute cannot be resolved through negotiations, it shall be referred to arbitration in accordance with laws of Tanzania and the decision of the arbitrator shall be binding on both parties.

13. GOVERNING LAW

These Terms and Conditions shall in all aspects be governed by the laws of the United Republic of Tanzania, and any disputes shall be subject to Tanzanian jurisdiction.

14. MODIFICATIONS TO THE TERMS AND CONDITIONS

Mixx by Yas reserves the right to amend these Terms and Conditions at any time. Significant changes will be communicated to Merchants via SMS, Mixx by Yas Super App, or the Yas website www.yas.co.tz



15. ENQUIRIES AND COMPLAINTS

15.1. For enquiries or complaints, Merchants may contact Mixx by Yas Merchant Support at 101 or via WhatsApp at 0677 333 100. Mixx by Yas will make every effort to resolve the issue promptly.

15.2. How to contact us:

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

Head Quarters: Honora Tanzania Mobile Solutions Limited

P.O. Box 2929, 29th Floor, PSSSF Commercial Complex

House No. 24, Sam Nujoma Road

16102 Sinza C Street, Dar-es-Salaam, Tanzania

Email: customercare@yas.co.tz

Phone: +255 677 333 100

Website: www.yas.co.tz