

2019

TERMS AND CONDITIONS



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Exchange
Reg. No. 2009/008360/07



K-MERCADO
UMA VIDA MELHOR

SECTION A

Terms and Conditions Kawena-Mozambique

<p>What is the Service?</p>	<p>It is made up of a Send and a Collection Service. You can use the Service to Send Value in South African Rands (ZAR) only to a resident in Mozambique, who has a valid identity document (“Beneficiary/Recipient”) who will be able to collect the cash or goods using the Collection Service at the Kawena K-Mercado stores in Marracuene.</p>
<p>Other Services</p>	<p>The purchase of pre-paid Airtime, SMS and Data bundles.</p> <p>These services are currently only available to local customer purchases (SA).</p>
<p>What does the Service cost?</p>	<p>This service to transfer funds is at 5% for the sender and standard mobile network operator fees and USSD costs apply for calls or/and messages.</p> <p>If a beneficiary requests a Gift Certificate, to be used in store, a 5% is given back on the amount received by the beneficiary which will be included in the value of the Gift Certificate. Cash withdrawals do not attract any discount or charges. The beneficiary may partially withdraw cash and partially request a gift certificate. The partial gift certificate will attract the 5%, but not the cash.</p>
<p>How do I register for the service?</p>	<p>You must be registered with Kawena (E-wallet) to use the cell phone sending service. To register with Kawena suitable documents in line with the Financial Intelligence Centre Act (FICA) 2001 need to be produced. A light registration will require a recognised proof of identity document. Only the following documents will be accepted:</p> <ul style="list-style-type: none"> • SA Green ID Document; • New SA ID Card; • Passport; • Foreign ID; or • Refugee or Asylum Permit <p>You must pre-register by using your cell phone. You must provide us with all the correct information and a copy of your “identity document”. Only when the original “identity document” is presented, at a Kawena branch will the registration be completed.</p>



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	<p>NOTE Customers must visit the nearest Kawena branch to present their original "identity document". Under no circumstances may the document be supplied or delivered by anybody else except the registering customer.</p>
<p>How does the Send Service work?</p>	<p>After the registering is complete you will receive a SMS reflecting the following information:</p> <ul style="list-style-type: none">• Your OTP number;• The USSD code; i.e. *120*Kawena (529362) # <p>You can now enter the correct information of the beneficiaries (Recipient) on your cell phone. Kawena does not validate the information you provide.</p> <p>You must provide the following details of the beneficiary/s:</p> <ul style="list-style-type: none">• Full names and surname• Contact number• Gender <p>Once all information has been entered, you can now deposit funds through Standard Bank ATM only (not at the bank teller/counter), EFT or at a Kawena branch. No cheques, debit or credit cards are accepted. Only ZAR (Rand) can be used. The minimum limit per deposit is R100.00.</p> <p>IMPORTANT When transacting through Standard Bank, the registered cell phone number (with Kawena) must be used as the reference. Incorrect cell phone numbers may credit the wrong E-wallet and may not be recovered.</p> <p>As soon as you receive the electronic receipt confirming the funds deposit you can transfer to your beneficiary. You must retain your original deposit slip from Standard Bank as proof of deposit in case of any dispute.</p> <p>If you do not receive a SMS within 48 hours after depositing or transferring funds, (dependent on network and notifications from Standard Bank and to Mozambique) you must contact the Kawena Help Desk. Deposits at a Kawena branch are immediate, dependant on system connectivity.</p>



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	<p>NOTE</p> <p>If funds are transferred into the incorrect beneficiary account, Kawena cannot transfer to another account. All transfers are irreversible and can <u>only</u> be redeemed at Kawena K-Mercado, Marracuene.</p> <p>Kawena's office hours are:</p> <p>Monday to Thursday 08:00 to 16:45 Friday 08:00 to 15:30 Saturday 08:30 to 12:00 Sunday Closed</p> <p>Kawena Help Desk contact no. +2711 450 2203 or +2760 322 8978 or 0861 kawena(529362)</p>
<p>What are my daily and monthly money transfer and E-Wallet limits?</p>	<p>A light registration will be able to transfer up to R4 990 per day and R24 990 a month per customer.</p> <p>Your E-Wallet limit is R25 000 per month. Amounts deposited at ATM or via a branch (OTP) and EFT's that exceed the limit will remain in a suspense account until such time it does not exceed.</p>
<p>What are my responsibilities in using this Service?</p>	<p>You must only use this Service if, the transfer is in accordance with the South African Reserve Bank cross border foreign exchange transacting reporting system. By proceeding with the Service, you confirm:</p> <p>A. Your responsibilities as a Foreign national, are:</p> <ul style="list-style-type: none">• You are 18 years or older;• You are a temporary resident duly authorised to live and work in South Africa;• You are a local resident with family outside SA borders:• You are in possession of valid documentation;• You comply with any law which sets out how much and under what circumstances you may send money out of South Africa. Transactions can be blocked or delayed if you or the Beneficiary do not obey the laws. <p>Kawena is required by law to report on funds that are being transferred and will report in accordance with the applicable laws and regulations. You agree that your information may be provided to certain Regulatory authorities like South African Revenue Service and / or the Financial Intelligence Centre, however reporting is not limited to these Regulators.</p> <p>Please be aware of the following restrictions on the transferring of funds:</p>



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	<p>We may block you sending money or allow it not to be collected if we reasonably believe that:</p> <ul style="list-style-type: none"> • by doing so we might break any law, regulation, code or other duty that applies to us; • doing so may expose us to action from any government or regulator; • or it may be linked with fraudulent or illegal activity.
<p>Money Transfer Reversals and Refunds</p>	<ul style="list-style-type: none"> • If you request Kawena that the money transfer transaction be stopped or reversed, Kawena will first need to confirm whether the Pay-Out Partner has paid the money transfer to the beneficiary before the transaction can be stopped or reversed. • If Kawena can confirm that payment has not been made to the beneficiary, the money transfer transaction will be reversed. • If a refund is requested, Kawena will refund the amount of the money transfer to you, only after the above two points have been completed. Your refund will be in ZAR. • All approved refunds shall be available within 7 (seven) working days of the date on which the refund request is received from the customer. • Administration fees are charged for the work performed to process a refund. The cost is 5% of the specific money transfer transaction total. • Each refund request will be individually scrutinised and a decision made depending on the legitimacy of the circumstance.
<p>Is my personal information secure?</p>	<p>We view protection of users' privacy as a very important community principle. Please note that Your Information will be stored and processed on our computers. Kawena will hold and transmit your Information in a safe, confidential and secure environment. If you object to your information being transferred or used in this way, please do not register.</p>
<p>How am I notified of new services or promotions?</p>	<p>By registering for the service, you agree to allow Kawena to send you marketing messages and any new services from time to time. Kawena will not allow third parties to market to you using the information you provided to us.</p>



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<p>How does the Collection Service Work?</p>	<p>Your Beneficiary will be notified via SMS that the value has been transferred and that it can be collected at Kawena K-Mercado, Marracuene. Beneficiaries can collect at the:</p> <ul style="list-style-type: none"> • Kawena Exchange Counter Only. <p>Your Beneficiary will be required to take a valid original passport or identity document to prove who they are. Your Beneficiary is responsible for providing all the correct information to Kawena K-Mercado, Marracuene. Before the conclusion of the transaction your beneficiary will receive an OTP (once off pin) which is valid for 5 minutes only. The purpose of the OTP is to ensure that the beneficiary is present at the time of transacting and is the right person.</p> <p>Transactions cannot be reversed or transferred by Kawena from a beneficiaries account to another and all goods are collected at the beneficiaries' risk.</p>
<p>Ending this agreement.</p>	<p>We can terminate this service without discussing it with you or providing you with reasons if:</p> <ul style="list-style-type: none"> • there is fraud or we suspect fraud or any unlawful activity; • we are required by law to do so; • you breach (break) any part of this agreement; • we find it necessary to protect any of our interests. • false, inaccurate or misleading information supplied, be in breach of any applicable laws, regulations, licences, or third party rights and; • you evade security, tamper with, hack into or disrupt the operation of the Kawena's service or covertly intercept, access without authority or expropriate any system, data or personal information.
<p>Disclaimer</p>	<p>You use this service at your own risk. Kawena makes no warranty of any kind about the service.</p> <ul style="list-style-type: none"> • Kawena will not be liable to you or any Beneficiary for any loss or damage arising because of the service, unless such loss or damage arose because of Kawena's gross negligence or intentional misconduct • Information sent over public networks may be subject to unlawful monitoring and interception. Kawena is not liable for any unauthorised transactions that occur by any person other than the beneficiary.



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	<ul style="list-style-type: none"> • You must give Kawena the correct information when using the service. Kawena is not responsible for any loss or damage you suffer if money is sent to the wrong beneficiary or persons. • Kawena will not be liable for any financial loss incurred to a beneficiary arising from the sharing or making available their OTP (once off pin) to another person/s. • Kawena is not liable for any loss or damage caused to any person (directly or indirectly) because of the operation of, failure, or malfunction of third party systems or communication devices. • You indemnify Kawena fully for all loss or damage the Beneficiary or any other person suffers because of your use of the service or because you did not fulfil your obligations under these rules. • Kawena does not guarantee continuous, uninterrupted or secure access to our service, and operation of our service may be interfered with by numerous factors outside of our control. Our service is provided "as is" and as and when available, and to the extent permissible by law we exclude all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.
Indemnity	<p>You are aware that the enforcement or transgression of national and foreign legislation, regulations and/or policies (including without limitation those dealing with money laundering; terrorist related activities and sanctions) in relation to this transaction may cause Kawena or third parties loss or damage and you hereby indemnify and hold Kawena harmless against any claim, demand, penalty or action against Kawena that you or any other party may have against Kawena as a result of such enforcement or transgression.</p> <p>We (including our affiliates, officers, directors, agents and employees) also have no liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks and equipment.</p> <p>Nothing in this agreement shall limit or exclude our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence or the negligence of our, agents or employees. Subject to the foregoing, we (including our affiliates,</p>



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	<p>officers, directors, agents and employees) will not be liable for any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with these terms and conditions.</p>
<p>Declaration by Customer</p>	<p>As acceptance of these terms and conditions I hereby declare that:</p> <ul style="list-style-type: none">• I have read this document and know and understand the contents thereof;• the information furnished by me is in all respects both true and correct;• the value deposited will only be used for the specific purpose stated herein;• the documentation presented in support of the registration is in all respects authentic;• I have been informed of the limit applicable to the above transaction and confirm that this limit will not be exceeded as a result of the conclusion of this transaction; and <p>I consent to this information being provided to the South African Revenue Service and/or the Financial Intelligence Centre and/or the Financial Sector Conduct Authority (FSCA).</p>

SECTION B

Terms and Conditions of Collection

<p>What are the Conditions of Collection?</p>	<ul style="list-style-type: none"> • Collection can only take place at Kawena K-Mercado, Marracuene. • The transaction will only take place when the Kawena Exchange POS terminal is online. • Purchasing of groceries and all other service provided by Kawena K-Mercado, Marracuene to the balance available.
<p>What does the beneficiary need to know when collecting.</p>	<ul style="list-style-type: none"> • All transactions will be denominated in Meticaís and all gift certificates or cash withdrawals will be in the available currency and at the prevailing Kawena exchange rate. • A valid identity document must be produced on collection.
<p>What are my withdrawal limits?</p>	<ul style="list-style-type: none"> • A maximum cash withdrawal limit of the equivalent of R5000 per day can be transacted at the Kawena Exchange counter at Kawena K-Mercado, Marracuene. Cash redemption will be in the available currency at the prevailing Kawena exchange rate. • Purchases of goods at Kawena K-Mercado, Marracuene using a Gift Certificate obtained at the Kawena Exchange counter will not attract any charges. • Daily cash withdrawal limits may be amended by Kawena K-Mercado, Marracuene.
<p>Gift Certificate Policy</p>	<ul style="list-style-type: none"> • Kawena Gift Certificates are not redeemable for cash. Once a Gift Certificate is issued they must be used in store for the purchase of goods. • If only part of the Kawena Gift Certificate is redeemed at the POS another Kawena Gift Certificate will be issued for the balance, no cash/change will be issued. • Kawena K-Mercado will not be liable to you or any Beneficiary for any loss or damage to the Gift Certificate issued to your beneficiary, unless such loss or damage arose because of Kawena K-Mercado's gross negligence or intentional misconduct
<p>Transaction errors</p>	<p>1 Transfer to incorrect beneficiary</p> <ul style="list-style-type: none"> • Kawena K-Mercado, Marracuene and Kawena will not be liable for any funds sent to an incorrect beneficiary as a result of the sender's error. • The sender cannot request a transfer of funds from one beneficiary account to another due to incorrect allocation or for any other reason.



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Connectivity	Due to connectivity issues between Mozambique and South Africa some down-time may be experienced from time to time. Transactions will only be processed when connectivity is restored and Kawena K-Mercado, Marracuene shall not be liable for any loss, delay, error, omission which may occur in the transmission of funds between South Africa and Mozambique
Mozambique Help Desk	Mozambique Help Desk number +25821790103/4