

2019

TERMS AND CONDITIONS



EXCHANGE

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OK

**ZIMBABWE
LIMITED**



Exchange
Reg. No. 2009/008360/07



SECTION A

Terms and Conditions Kawena-Zimbabwe

What is the Service?	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 Zimbabwe, who has a valid Zimbabwean identity document (“Beneficiary/Recipient”) who will be able to collect the goods using the Collection Service at selected OK Zimbabwe Ltd stores.
Other Services	The purchase of pre-paid Airtime, SMS and Data bundles. The purchase of electricity. These services are currently only available to local customer purchases (SA).
What does the Service cost?	This service to transfer funds is at ZERO COST for the sender and only standard mobile network operator fees and USSD costs apply for calls or/and messages.
How do I register for the service?	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: <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> <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>



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How does the Send Service work?

After the registering is complete you will receive a SMS reflecting the following information:

- Your OTP number;
- *The USSD code; i.e. *120*Kawena (529362) #*

You can now enter the correct information of the beneficiaries (Recipient) on your cell phone. Kawena does not validate the information you provide, however gets verified by OK Zimbabwe at time of collection.

You **must** provide the following details of the beneficiary/s:

- Full names and surname
- Contact number
- Gender

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.

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.

As soon as you receive the **electronic receipt** confirming the funds deposit and 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.

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 Zimbabwe) you must contact the Kawena Help Desk. Deposits at a Kawena branch are immediate, dependant on system connectivity.

NOTE

If funds are transferred into the incorrect beneficiary account, Kawena cannot transfer to another account. All transfers are irreversible and can only be redeemed at OK Zimbabwe and affiliates.



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	<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 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> <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;



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	<ul style="list-style-type: none"> • 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>	<p>If you request Kawena that the funds transfer transaction be stopped or reversed, Kawena will first need to confirm whether the transfer has been redeemed by the beneficiary at the Pay-Out Partner before the transaction can be stopped or reversed. Funds already allocated to an OK Shop Easy Card CANNOT be reversed.</p> <p>If Kawena can confirm that no redemption has been made by the beneficiary and not allocated to an OK Shop Easy Card, the funds transfer transaction will be reversed.</p> <p>No refunds or reversals will be entertained by Kawena with regards to funds transferred into the OK Shop Easy Card which Kawena has no access to.</p> <p>All approved reversals shall be processed within 7 (seven) working days of the date on which the reversal request is received from the customer.</p> <p>Each reversal request will be individually scrutinised and a decision made depending on the legitimacy of the circumstance.</p>
<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>
<p>How does the Collection Service Work?</p>	<p>For instore goods collection your Beneficiary will be notified via SMS that the value has been transferred and that it can be collected at selected OK Zimbabwe Ltd stores. Beneficiaries can collect goods as follows:</p>



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	<ul style="list-style-type: none"> • Must obtain an OK Shop Easy Card or a Money Wave card and pin code if not already obtained. <p>NOTE OK Shop Easy Card and a Money Wave card, are shopping cards issued by OK Zimbabwe Ltd and is subject to the 'Terms of Issue and Conditions of Use for Shop Easy Cards' (Section B)</p> <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 OK Zimbabwe Ltd.</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>For online purchase collection, your beneficiary will be contacted by OK Zimbabwe personnel once the order is ready for collection, or delivery, if this service is paid for. Terms and Conditions for using the OK Zimbabwe are available on the Webstore and are updated from time to time.</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



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	<p>for any unauthorised transactions that occur by any person other than the beneficiary.</p> <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 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.
<p>Indemnity</p>	<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, officers, directors, agents and employees) will not be liable for any loss of goodwill or reputation, or any special, indirect or</p>



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	consequential damages (however arising, including negligence) arising out of or in connection with these terms and conditions.
Declaration by Customer	<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>

Terms of Issue and Conditions of Use for Shop Easy Cards and Money Wave cards

<p>Interpretation</p>	<ul style="list-style-type: none"> • ‘Account’ means the Shop Easy account to be credited with Send Value in terms of the agreed service • ‘Card’ means the Shop Easy shopping card or Money Wave card issued by OK Zimbabwe to any customer subject to these Terms of Issue and Conditions of Use. The Money Wave card is a Zimswitch and is issued in partnership with CABS. Customers are advised to review the CABS Terms and Conditions available online and updated from time to time https://www.cabs.co.zw/ • ‘Cardholder’ means the authorised user of the Card • ‘On-line’ means any period of time during which the POS terminal is electronically linked to OK Zimbabwe Limited’s main server to enable transactions to take place. • ‘POS terminal’ means the point of sale terminal within the OK Zimbabwe stores where customers pay for their groceries and other services.
<p>What are the Terms of Issue?</p>	<ul style="list-style-type: none"> • Each card shall be linked to an account and the account will be denominated in the currency as agreed by OK Zimbabwe and Kawena and notified to the customer from time to time. • Every Card shall remain the property of OK Zimbabwe Limited and shall be returned to OK Zimbabwe immediately in the event of cancellation. • To be issued with a Card, a customer must have with them a valid identification document (which includes a valid Passport or a National Identity Document) and a copy of the identification document presented. • Each card shall be signed upon issue by the Cardholder. • The card can be used as a shopping voucher at any OK Zimbabwe Limited store or to withdraw cash in the available currency at the prevailing exchange rates and subject to the applicable withdrawal limits, provided there is a positive balance in the account. • OK Zimbabwe reserves the right to amend the ‘Terms of Issue and Conditions of Use for Shop Easy Cards’ (Section B) at any time without prior notice. Revised or new Terms of Issue and Conditions of Use will be periodically updated on the website. • The Customer is not entitled to overdraw the account. However, if the account becomes overdrawn, OK Zimbabwe will bring to the notice of the customer the overdrawn status and agree a plan to correct the overdrawn status. If the customer fails to

	<p>remedy the situation, OK Zimbabwe reserves the right to seek recovery of the funds within the legal framework.</p>
<p>What are the Conditions of Use?</p>	<ul style="list-style-type: none"> • The Shop Easy Card may only be used to purchase goods and services: -from any OK Zimbabwe stores (including OK, Bon Marche, and OK Mart) by the Cardholder on the presentation of the Shop Easy card and positive national ID. • The Money Wave card may be used to purchase services from any Zimswitch enabled devices within and outside OK Zimbabwe stores. • The transaction will only take place when the POS terminal is online. • In the event that the card is lost, stolen or damaged, the Cardholder must notify OK Zimbabwe immediately to deactivate the card and prevent any financial loss. • Purchasing of groceries and all other service provided by OK to the balance available. • OK Zimbabwe reserves the right to terminate its card services in the event of abuse and/or misuse by a user or for any other reason OK may deem necessary.
<p>What does the beneficiary need to know when collecting the Shop Easy Card?</p>	<ul style="list-style-type: none"> • All accounts will be denominated in the South African Rand (or any other currency as advised from time to time) and purchases or withdrawals will be in the local currency and at the prevailing exchange rate. • A valid Zimbabwean identity document must be produced on collection of the Card • On collecting the Card, the Cardholder must activate their card at the Money Centre by choosing a 4-digit PIN for their Card. • After initial collection of Shop Easy card, ALL transactions must be done at a till using the card.
<p>What are my withdrawal limits?</p>	<p>The Shop Easy Card:</p> <ul style="list-style-type: none"> • Is primarily a shopping voucher to be used for instore product (goods and services) purchases. • Cash withdrawal requests from customers is subject to cash availability and prevailing regulatory requirements, and this will be communicated to customers from time to time. • Cash withdrawal will be in the local currency at the prevailing exchange rate. • Purchases of goods and services in OK Zimbabwe using the Card will not attract any charges. • Cash withdrawal may be subject to minimum purchase requirements and/or may attract a minimum cash withdrawal fee of 3% of the withdrawal amount. • Daily withdrawal limits may be amended by OK Zimbabwe and / or the Reserve Bank of Zimbabwe from time to time.

	<p>The Money Wave card:</p> <ul style="list-style-type: none"> • Is primarily a card used on any Zimswitch enabled devices. • Transaction limits are subject to CABS Terms and Conditions which are published on the CABS website https://www.cabs.co.zw/ and updated from time to time.
<p>Transaction errors</p>	<p>1 Transfer to incorrect beneficiary</p> <ul style="list-style-type: none"> • OK Zimbabwe and Kawena will not be liable for any funds sent to an incorrect beneficiary account as a result of the sender's error. • The sender cannot request a transfer of funds from one beneficiary account to another beneficiary account due to incorrect allocation or for any other reason. <p>2 Incorrect Beneficiary details</p> <ul style="list-style-type: none"> • A form must be completed and signed by the Customer requesting a change in beneficiary details and indicating the reason for the change. • Alteration of beneficiary details will take up to 5 working days from date of receipt of instruction.
<p>Connectivity</p>	<p>Due to connectivity issues between Zimbabwe and South Africa some down-time may be experienced from time to time. Transactions will only be processed when connectivity is restored and OK Zimbabwe shall not be liable for any loss, delay, error, omission which may occur in the transmission of funds between South Africa and Zimbabwe</p>
<p>Zimbabwe Help Desk</p>	<p>OK Zimbabwe's office hours are:</p> <p>Monday to Friday 08:00 to 17:00 Saturday & Public Holidays 09:00 to 14:00 Sunday, Christmas Day & New Year's Day Closed</p> <p>Help Desk contact: Number: +263 4 757 311-9 Email: finservhg@okzim.co.zw Skype: Kawena Skype Help</p>