

my.t money Service

Terms and Conditions

1. OBJECT

The present document defines the terms and conditions under which Cellplus Mobile Communications Ltd provides the my.t money Services to Customer and under which Customer accesses and uses the my.t money Services. The signature of the Customer Application Form implies the acceptance of the present terms and conditions.

2. DEFINITION

Bank Account: Customer account at any licenced Commercial Banks in Mauritius

Cancellation Form: the form made available by Cellplus to Customers wishing to terminate the my.t money Service.

Cash-in: the process by which a Customer credits his/her my.t money account either by transferring money from his/her Bank Account to his/her my.t money account or with cash at my.t counters in MT Telecom shops.

Cash-in Form: the myt cash in form to be mandatorily filled by Customer when depositing cash in his/her my.t money account.

Cellplus: Cellplus Mobile Communications Ltd.

Change of Personal Information Form: the form made available by Cellplus to Customers for making changes to their personal information. Personal Information has the same meaning as provided under the Data Protection Act 2017.

Conventional Money: money either in its physical form or held in a bank account

Customer/He/She/His/Her: Either a Mauritian citizen or an expatriate with valid resident and/or work permit who has registered to my.t money Service.

Customer Application Form: the application form provided by Cellplus including all information and statement contained therein (This form can be obtained from any Telecom shop).

Dispute Form: the form made available by Cellplus to Customers wishing to dispute a Transaction.

E-Money: an electronic value which reflects a Customer credit in his/her my.t money account.

Force Majeure Event: any event due to any cause beyond the reasonable control of either Party, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

Merchant(s): any person, company or trader using my.t money as a mode of financial payment at its outlet and/or e-commerce portal.

my.t money Service/Service: mobile payment service developed and owned by Cellplus.

my.t money account: an account whereby Customer money are credited and converted into E-Money

my.t money app: my.t money mobile application which can be downloaded from Playstore and/or AppStore.

my.t money Card: the card issued by Cellplus to Customers for commercial payment via my.t money.

OTP: One-time password (OTP) which is a system generated code sent by SMS to the Customer's mobile phone.

Outlets: the physical address or premises being the merchant's place of business from which the merchant provides the services.

PIN: the personal identification number which the Customer uses to access and operate his/her my.t money mobile service.

QR Code: quick response code and includes printed codes and linear barcodes which when scanned by a mobile device, actions or initiates a task such as the purchase of goods and services, the provision of additional information, web browsing or similar activities.

Transaction: the movement of E-Money into and/or out of Customer my.t money account for transfer and/or commercial payments

3. DESCRIPTION OF SERVICE

3.1 my.t money is a mobile payment service provided by Cellplus Mobile Communications Ltd in the Republic of Mauritius.

3.2 Upon registration to the my.t money Service, Cellplus shall open a my.t money account for the Customer. Customer shall transfer money from his/her Bank Account into the my.t money account.

- 3.3 Customer my.t money account is linked to a my.t money Card and is accessible through a mobile application.
- 3.4 The my.t money Service enables Customer to conduct, amongst others, the following Transactions, provided there is sufficient E-Money in Customer's my.t money account:
 - 3.4.1 peer-to-peer money transfer with other Customer;
 - 3.4.2 make payment at Merchants;
 - 3.4.3 purchase goods/services on e-commerce websites accepting my.t money
 - 3.4.4 payment of utility bills
 - 3.4.6 payment for any Cellplus or affiliates services and products.
- 3.5 Customer shall be eligible to register and open up to 5 my.t money accounts for the my.t money service.

4. ELIGIBILITY

To register to the my.t money Service Customer:

- 4.1 shall be at least 18 years old at the time of registration;
- 4.2 must be an active registered mobile subscriber;
- 4.3 shall ensure that he/she possesses a 3G enabled mobile data smartphone.

5. REGISTRATION & ACCESS

- 5.1 Customer shall complete and submit the duly filled and signed Customer Application Form.
- 5.2 Customer shall provide sufficient proof of identification and proof of address as requested by Cellplus.
- 5.3 Customer shall ensure that any change in Customer details provided in his/her Customer Application Form shall be promptly communicated to Cellplus.
- 5.4 Cellplus may take up to seven (7) working days (excluding Saturdays, Sundays and public holidays in Mauritius) to process any Customer Application Form.
- 5.5 Cellplus reserves the right not to process any Customer Application Form submitted and shall not be required to give any reasons thereof.

6. ACTIVATION

- 6.1 Upon successful registration, Customer shall activate the my.t money Service as follows:

- 6.1.1 download the my.t money app from Playstore or AppStore;
 - 6.1.2 open the my.t money app and accept the terms and conditions and privacy statement;
 - 6.1.3 scan the QR Code which is found at the back of the my.t money Card;
 - 6.1.4 enter his/her national identity card number;
 - 6.1.5 receive an OTP via SMS by Cellplus;
 - 6.1.6 enter the OTP on the my.t money app; and
 - 6.1.7 set and confirm his/her PIN.
- 6.2 A confirmation message will be displayed on the Customer my.t money app.

7. TRANSACTION

- 7.1 The daily transaction limit is Rs 5,000. Any transaction above Rs 5000/- shall not be processed.
- 7.2 Customer my.t money account shall not exceed Rs 100,000 in value at any point in time.
- 7.3 Customer shall be allowed to Cash-in in his/her my.t money account an amount not exceeding Rs 500,000 over one year period.
- 7.4 Customer may transfer E-Money to any other Customer at any time and instruction for transfer of E-Money are published on the my.t money app.
- 7.5 Where there are insufficient E-Money in Customer's my.t money account, the Transaction shall fail.
- 7.6 Where Cellplus is unable to complete a transaction, Customer will be notified by SMS.
- 7.7 When making a fund transfer, Customer must ensure that the payee information including mobile number is correct. Cellplus shall not be liable to Customer if the payment is sent to a wrong person by error or fraudulently or under duress and/or for any losses arising from a mistaken, erroneous or fraudulent transfer of funds or any transfer of funds from Customer my.t money account effected under duress or coercion.
- 7.8 Once completed, a Transaction is final and irrevocable and Cellplus shall not be liable and under any obligation to reverse the Transaction.

7.9 Customer will be able to access details of all his/her transaction for the past 3 months through the my.t money app.

8. FEE, CHARGES & INTEREST

8.1 The my.t money app is available free of charge on Playstore/Appstore for Customers using Cellplus' network. Network charges may apply for Customers using other networks or mobile operators.

8.2 Fees as prescribed by the Bank of Mauritius may be charged for any transaction by Customer.

8.3 No interest will be paid on money held in Customer my.t money account.

9. PIN

9.1 The PIN shall be a four digit pin set by Customer which can be changed by the latter through the my.t money app.

9.2 The PIN is essential to authenticate a Transaction.

9.3 Customer shall in all circumstances keep his/her PIN secret and not disclose it to any person whomsoever.

9.4 If Customer suspects or becomes aware that a third party is aware of his/her PIN or other security details, he/she shall immediately change his/her PIN and/or contact Cellplus on 8908 for assistance. If the Customer fails to do so, he/she shall be liable for any unauthorized Transaction effected on his/her my.t money account.

9.5 In no circumstances, Cellplus shall contact Customer to request for his/her security credentials should Customer receive such a request, he/she shall not submit his/her security details in any circumstances for he/she shall otherwise be liable for all Transactions performed through the my.t money Service. Customer shall immediately report any such activity to Cellplus on 8908.

10. my.t money Card

10.1 The my.t money Card has an absolute validity date which is mentioned on the card. Customer is required to visit any Telecom Shop to obtain new card at the end of validity period.

10.2 Cellplus may charge Customer a card replacement fee, in the event of cards being lost, destroyed, misplaced etc.

- 10.3 In the event of loss of the my.t money Card, Customer may block the my.t money account via the my.t money app and Customer shall immediately inform Cellplus on 8908.

11. DORMANT AND DECEASED CUSTOMER ACCOUNT

- 11.1 If Customer fails to initiate any Transaction or log in to his my.t money account for a period of seven (7) consecutive years and fails to respond within 6 months of any notification sent by Cellplus, Customer my.t money account shall presume to be dormant. In such an event any funds in the my.t money account shall be transferred, without further formality, to the Bank of Mauritius or as provided by law.
- 11.2 Upon notice of Customer demise, his/her my.t money account shall be temporarily suspended to prevent Transaction from his/her my.t money. Access shall be granted upon production of formal legal documents by his/her legal representatives duly appointed by a court of competent jurisdiction. Once all funds in a deceased Customer account are withdrawn by a legal representative, the account shall be closed.

12. CELLPLUS LIABILITIES

- 12.1 Cellplus shall in no circumstances be liable if the goods and/or services do not correspond in nature, quality and quantity to any offer proposed to Customer by Merchant.
- 12.2 Cellplus shall not incur any liability if it is unable to perform its obligations under this Agreement due directly or indirectly to the failure or breakdown of any machine, data processing system, transmission link, network or any medium of access to my.t money Service.
- 12.3 Cellplus is not be liable for any direct or indirect losses or consequential damages which Customer may suffer or incur.
- 12.4 Customer's instructions are irrevocable and unconditional and cannot be altered, modified, amended, restrained or extended. .
- 12.5 Cellplus shall not be held liable for any matters /claims arising from or in connection with the my.t money Card and/or any loss and expense incurred or suffered by Customer or any other persons due to improper or unauthorized use of the my.t money Card or any loss of the my.t money Card, any failure to follow the security precautions and guidelines issued in relation to the my.t money Card.
- 12.6 Cellplus shall not be liable for Merchant refusal to honour any transaction.

13. CUSTOMER OBLIGATIONS

- 13.1 Customer shall comply with the Guidelines on Mobile Banking and Mobile Payment Systems, all applicable laws and Cellplus' policies.
- 13.2 Customer shall not use the my.t money Service and the my.t money app for any unlawful and fraudulent purpose, or in any manner inconsistent with this terms and conditions or in any manner which would cause or result in any damage or loss to Cellplus (whether monetary, reputation or otherwise) or cause Cellplus to breach or not comply in full with any applicable laws, regulations and rules, or act fraudulently or maliciously.
- 13.3 Customer shall not use the my.t money app in any way that could damage, disable, overburden, impair or compromise the my.t money Service, systems or security or interfere with other Customers.
- 13.4 Customer shall not collect, collate or harvest any information or data from the my.t money Services or Cellplus' systems or attempt to decipher any transmissions to or from the servers running the application or attempt to use such information or data to create, amend or update his/her records or for any commercial or non-personal use such as marketing or promotional activities or sharing with someone else.
- 13.5 Customer shall ensure that his/her name, mobile number, proof of address and other details provided to us are correct and up to date and shall notify Cellplus of any changes.
- 13.6 In the event of loss of mobile device, Customer shall immediately inform Cellplus by calling 8908.
- 13.7 Customer shall be liable to Cellplus for any Transaction effected through my.t money Service by any other person who acquired possession of Customer's mobile device and/or my.t money Card whether it is with or without Customer's consent.
- 13.8 Customer agrees that Cellplus shall, under no circumstances whatsoever, be liable for any loss, damage, interruption, delay or non-performance arising out of:
 - 13.8.1 Failure by Customer to abide by the present Terms and Conditions or Customer being in contravention with any law or regulation or Customer having furnished false information upon registration.
 - 13.8.2 Possession, use, abuse, misuse and manipulation by Customer of any third party software, or failure of Customer's internet access or devices or hardware.

- 13.8.3 Failure by Cellplus to execute any instructions from Customer as a result of force majeure.
- 13.8.4 Any consequential, indirect or circumstantial losses including but not limited to loss of profits, contracts or financial losses.
- 13.8.5 Failure or malfunction of any hardware or software used by Customer to access my.t money.
- 13.8.6 Unauthorised access to Customer's my.t money account/s or any breach of security procedures.
- 13.8.7 Customer shall indemnify and hold Cellplus, its directors, employees and/or agents harmless against acts or omissions by him/her or any third party.

14. PROTECTION OF DATA

- 14.1 Cellplus may collect, use and process the data and/or information relating to the Customer which is collected under this Agreement (including the Application Form) in accordance with the Data Protection Act 2017 and MT Privacy Policy published at <https://www.telecom.mu> for:
 - 14.1.1 considering whether to approve and/or processing the Customer's request for registration for my.t money Services
 - 14.1.2 offering, providing and making available my.t money Services to the Customer;
 - 14.1.3 performing its obligations under the terms and conditions herein;
 - 14.1.4 carrying out identification checks, due diligence and other checks, screenings and verifications (including money laundering and fraud);
 - 14.1.5 Legal and Regulatory compliance (including disclosure to all government authorities and regulators); and
 - 14.1.6 other legitimate business purposes.
- 14.2 Transferring to its agents, banks and other authorised persons for the purpose of providing my.t money Services and legitimate business purposes.
- 14.3 Customer's data and/or information is otherwise not disclosed to third parties, save where required or permitted by law.

15. INTELLECTUAL PROPERTY

All intellectual property rights in the my.t money Service including the my.t money card and Cellplus trademarks are the property of Cellplus and/or its affiliates. Any unauthorized reproduction, modification, distribution or republication of Cellplus and my.t money materials, logo or intellectual property, without the express prior written consent of Cellplus and/or its affiliates is strictly prohibited.

16. SUSPENSION, TERMINATION & FREEZING

16.1 Cellplus reserves the right at its sole discretion to suspend or terminate the Agreement in the event;

16.1.1 Customer uses the my.t money service for unauthorised and unlawful purposes.

16.1.2 Cellplus is required by law to suspend the Customer my.t money account or decline to execute the Customer Transaction requests if there are reasonable grounds to suspect that the my.t money account has been or is being or may be used to receive or send funds in connection with any criminal or fraudulent activity.

16.1.3 of material breach of the terms and conditions of this agreement by Customer. :

16.1.4 has used or allowed someone else to use his/her my.t money account illegally or for criminal activity including amongst others receiving proceeds of crime into his/her my.t money account;

16.3 Cellplus reasonably believes that maintaining the Customer my.t money account might expose Cellplus to any legal and regulatory action.

16.4 Upon termination of this Agreement, Cellplus shall refund any remaining balance to customer upon completion of legal and regulatory compliance check.

17. WARRANTIES

Cellplus shall use all reasonable efforts to ensure that all Transaction requests are processed in a timely manner. However, Cellplus makes no representations or warranties as to continuous, uninterrupted or secure access to the my.t money Service, which may be affected by factors outside Cellplus' control, or may be subject to periodic testing, repair, maintenance or upgrades.

18. CANCELLATION

18.1 The Customer may terminate the my.t money Services at any time by submitting a duly filled “my.t money Cancellation Form” to Cellplus. Customer can either call us on 8908 to request for the form or download same from www.myt.mu/money.

19. CUSTOMER SERVICE

Assistance to Customer is provided on 8908.

20. DISPUTE

20.1 Any dispute is registered 8908.

20.2 Dispute Form duly filled shall be returned to any Telecom shop.

21. FORCE MAJEURE

Cellplus shall not be liable to the Customer or be deemed to be in breach of any provision of the terms and conditions of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations (including the offering, provision and making available of my.t money Service to the Customer, or allowing Customer to access and use the my.t money Service to effect Transaction) if the delay or failure was due to any Force Majeure Event.

22. AMENDMENT

22.1 Cellplus shall solely have the right to amend, modify or vary the terms and conditions of this Agreement (including any amendments to the Data Protection Policy).

22.2 Customer agrees that the updated terms and conditions posted on the my.t money app and on www.myt.mu/money shall constitute adequate and constructive notice to him/her.

23. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the Laws of the Republic of Mauritius.