

AdaLipa Terms of Service

AdaLipa is an electronic money (e-Money) payment solution which enables businesses to receive payments via alternative cashless channels in the Tanzania territory. As a Value Added Service under the M-Lipa Payment Instrument licensed by the Bank of Tanzania, the channels aggregated under this platform are:: TigoPesa, Vodacom M-Pesa, Airtel Money, or Halopesa.

AdaLipa enables collection for any type of business but has dedicated interfaces for the following sectors

- Academic Sector (Nursery to Colleges/ Universities)
- Insurance Sector
- Real Estates Sector (Instalment Payments)
- Events (Ticket Sales, Booking, Charity, Wedding, Funerals etc.)
- Contribution (Group Collections, Members Collections etc.)
- Any other Business

1.0 OBJECTIVES:

- 1.1 To enable the CLIENT to collect fees in a more efficient and well comprehensive manner via AdaLipa and mobile money platforms;
- 1.2 To enable the CLIENT to send customized SMS notifications to the payers and payees at any point in time i.e. Fee reminders
- 1.3 To enable the CLIENT to do timely and accurate reconciliation of the payments made in his favor for this particular category. This includes timely identification of payees;
- 1.4 To minimize the risk of security infringement in areas where there is a big amount of cash in hand.

2.0 CONSIDERATIONS

In consideration of their mutual interests, the parties agree as follows:

2.1 SERVICE PROVIDER

The obligations of the SP shall be as mentioned hereunder:-

- 2.1.1 Provision of the M-Lipa web platform to the administrators;
- 2.1.2 Conduct System Setup, Hosting;

- 2.1.3 Handle the updating and maintenance of the system whenever necessary;
- 2.1.4 Ensure availability of the systems at all times;
- 2.1.5 Provision of training, from time to time, to the CLIENT on how to use system and its associated capabilities; the training will only be charged if the SP Personnel will be required to travel to the client's premises.
- 2.1.7 Keep the confidentiality of CLIENT by not exposing or passing over the information to any third party;
- 2.1.8 Provision of technical support, via email and telephone, to ensure that the CLIENT receives adequate support responses to any questions and problems within twelve (12) working hours;
- 2.1.9 Assuring deposits are done accordingly within the specified and agreed time; any changes/obstacles should be communicated prior. The settlement can take up to 3 working days depending on the third parties (Mobile Network Operators and Banking Institutions)

2.2 PRODUCT CLIENT

The obligations of the CLIENT shall be as mentioned hereunder:-

- 2.2.1 The CLIENT shall facilitate the enabling environment to ensure that the SP delivers the necessary services as per agreement. This includes making available himself/herself for the discussion relating to this agreement;
- 2.2.2 The CLIENT should be responsible for appointing personnel (s) who will be allowed to operate the system at any time after provision;
- 2.2.3 The CLIENT shall be responsible for assigning credentials to the personnel (s) responsible for the disbursement and account top up;
- 2.2.4 The client shall transfer the collected amount on specific schedule to the bank account.

3.0 CHARGES AND COLLECTION TARRIFF

3.1 Below are the charges per the transaction tariff band

Transaction Type	Charge (TShs)
Account Creation	10,000
Collection/ Deposits (0 TZS – 3,000,000 TZS)	1,000
Withdrawal (To the bank account)	5,000

4.0 CONFIDENTIALITY AND CONTRACT DURATION

4.1 Either party, at any time, shall not make use or communicate any of the business confidential information or any part of the Systems to any unauthorized person or third party personnel.

5.0 TAXATION

5.1 Each party will be responsible to the appropriate Authorities for the payment of Tax on Income and payment of any duties, fees, levies and other imposition imposed on any amount realised or spent in a course of executing this agreement.

6.0 CONFLICT OF INTEREST

6.1 Either party shall not accept, on behalf of another party, benefit or any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of duties hereunder.

6.2 Upon refund request once the amount has been settled – the end consumer is supposed to initiate communication with the business entity prior;

6.3 Either party shall not engage in any business or professional activities, directly or indirectly, that would lead to conflict of interest with the activities assigned under this Agreement.

7.0 TERMINATION/ ACCOUNT DEACTIVATION

7.1 In an event of over 90 days inactivity the user account will be deactivated upon prior communication – The user will be prompted to initiate a new registration upon joining AdaLipa again.

8.0 FORCE MAJEURE

8.1 In case of events that are unpredictable, unforeseeable, irresistible and beyond THE PARTIES control, shall include but not limited to acts of God, acts or regulations of any government or supranational authority, war or national emergency, accident, fire, strikes, lock-outs, industrial disputes or epidemics.

9.0 STANDARDS OR CONDUCT

9.1 While carrying out the obligations underlined in this agreement and the related ones, the SP shall act at all times in a manner befitting his relationship with the CLIENT and shall not engage in any activity that is incompatible therewith.

10.0 TITLE RIGHTS

10.1 All rights including title copyrights patent rights and all other rights of whatsoever nature in any material produced under the provisions of this contract shall be vested to the SP.

11.0 LANGUAGE AND GOVERNING LAW

11.1 This agreement shall be interpreted in English.

11.2 The construction, validity and performance of this agreement shall be governed and construed under the laws of the United Republic of Tanzania. For all matters arising under, out of or in connection with this Agreement the parties shall submit to the exclusive jurisdiction of the courts of the United Republic of Tanzania.