



# PANDE ECOMMERCE LIMITED

## Pandefy Terms & Conditions

These terms and conditions are issued by Pande Ecommerce Limited, to be read in conjunction with the Pandefy Community Safety Standards available at [www.pandefy.co.tz/Pandefy-Community-Safety-Standard.pdf](http://www.pandefy.co.tz/Pandefy-Community-Safety-Standard.pdf) and shall apply to all Pandefy Services subscribers or you ("you" or "You"), a user of the Service. Pande Ecommerce Limited ("Pandefy" or "We" or "Us" or "Our"), the owner and operator of [www.pandefy.co.tz](http://www.pandefy.co.tz) (the "Pandefy Site"), the Pandefy software and Pandefy Client (collectively, including all content available through the Pandefy Client and Pandefy Site, the "Pandefy Service", or the "Service"), BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE, CALCULATIONS IN THE SOFTWARE AND ALL FINE PRINTS IN OUR SUPPORT THREAD DUBBED AS PANDEFY HQ ULIZA, WHICH CAN BE FOUND IN APP AT TRENDS SCREEN AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you do not agree to any of these terms, you may not use the Service.

### DEFINITIONS

**User:** Means a person or entity who successfully subscribes and can use any Pandefy Service through any media. The term "User" shall include the said subscriber's personal representatives, successors in title and assignees as well as persons acting with the User's authority such as agents, servants or employees.

**Account:** Means Pandefy records of personal details, outstanding charges payable by and payments received from User through an active Sim Card or any partner networks.

**Account Holder:** Means the User.

**Active Sim Card:** means a phone number that Pandefy services are enabled and are conducted through it on a regular basis as per the defined activity rules.

**Activation Date:** Means the date on which the User successfully subscribes and can use Pandefy Services.

**Charges:** Means the charges/fees for the use of Pandefy Services as may be prescribed and communicated by Pande Ecommerce Ltd from time to time.

**Needed amount:** Means the amount needed by the Seller / Installment.

Base amount: Means the amount liable to the User as basic for accessing stipulated offer/discount (Base amount can also refer to ticket cost).

Ticket: Means a token provided to access stipulated right or offer.

BOGOF: Means Buy One, Get One Free; universally used for sales campaign.

MNO: Means Mobile Network Operator.

Early: Means time before commencing your desired order to the Seller, to allow your ticket request to be reconciled by our systems from your MNO or Bank.

Contract: Means the terms and conditions contained herein and as may be amended in writing from time to time by Pande Ecommerce Ltd.

Connection: Means the process through which a User is given access to Pandefy Services. The term "Connected", "Disconnected" and "Reconnection" mean the level of connection for a User. Connected meaning active and transacting, disconnected meaning not active in the given period while reconnections means has changed status from disconnected to connected.

PANDE: Means Pande Ecommerce Limited having its registered office at Plot No. 192 Block F, New Bagamoyo Road, Tegeta, Dar- es- Salaam.

Pandefy: Pande's registered trade brand for offering its services. The term Pande and Pandefy can be used interchangeably to represent the company.

Mobile Phone: Means a device that can make and receive telephone calls over a radio link whilst moving round a wide geographic area upon which Pandefy service run.

PIN: Means a unique Personal Identification Number used by the User to run Pandefy Services.

Rights: Means copyright trademark and other relevant proprietary and intellectual property rights relating to the content or contained in any software that is required and/or utilized by Pande to provide the Pandefy Services.

Pandefy/Mobile Ordering Service (MOS): means the services provided by Pandefy for ordering anything that is of value which is relayed on our platform on the basis of transferring instructions including the recording of all transactions, verifying and confirming all transactions concluded and updating User Account records.

AML/CFT: Refers to Anti-Money Laundering and Terrorist Financing as defined by the regulations in Tanzania.

Money Laundering: Involves taking criminal proceeds and disguising their illegal sources in order to use the funds to perform legal or illegal activities

Terrorist Financing: Refers to the process of providing financing or financial support to individual terrorists or terrorist groups using funds from legal or illegal sources

SIM CARD(s): Means the Subscriber Identity Module(s) provided to the User by MNO to enable the Customer to access and to use e-money and related Services.

## 1. COMMENCEMENT AND TERM

These terms and conditions shall apply to the User immediately upon subscription of the Pandefy Services and shall continue in force at all times the Customer shall be using Pandefy Services until the Pandefy account is closed.

## 2. SUBSCRIPTION TO PANDEFY SERVICES

The User shall subscribe to the Pandefy Services by first registering their SIM Number and authenticating and Providing their names or Occupation (optional). The overall process and the minimum required documentation are defined by the regulator and Pandefy and only acceptable IDs by the regulator will be accepted.

Only an Active User may subscribe to, and use the Pandefy Service.

- You can only register for Pandefy Services if you are an active MNO Subscriber.
- Any MNO Subscriber may register for Pandefy Services with any smartphone in Tanzania.
- For purposes of registration, national ID will be required and your SIM Mobile number will be required.

Payment

- User must authorize Pandefy payment with a secret PIN which they create when they register or by such other method we may prescribe from time to time.
  - Upon activation of User account, he will be able to carry out the following payments:
    - Pay for a range of tickets or request tickets for any service they need or like.
    - Enroll for promotions conducted from time to time.
    - Matched for support from various donors across the country.
  - The User can also enjoy all of the commercial services and propositions offered by Pande or any of its 3<sup>rd</sup> Party Partners.
  - Fees related to any Pandefy service are disclosed before any service is rendered. For any assistance needed relating to fees, visit the website [www.pandefy.co.tz](http://www.pandefy.co.tz).
  - By using Pandefy service the User accepts that they understood the fees applicable.
  - It is the User's responsibility to ensure the correctness of their account details. Pandefy will not be liable in cases where the User misspell their details.
  - The User may obtain a pdf-statement of Account in-app for free
  - Pandefy service cannot be used for any fraudulent, negligent or for illegal activities. Users accept that funds that are transmitted through Pandefy have not been obtained from any predicate offenses as defined by the Laws from time to time such as Money Laundering, Terrorist financing, corruption, bribery, or any other offenses defined by AML/CFT regulations.
  - Pande shall not accept a payment if:
    - The Transaction amount requested by the User is below the minimum or above the maximum amounts for Pandefy transactions as per relevant regulations.
    - Pandefy becomes aware that the User is involved in illegal activities
3. Charges/Fees and unclaimed balances/offers
- Users are charged for Pandefy Services and the fees are published/informed/relayed explicitly.
  - Where applicable, the charges shall be subject to foreign currency fluctuations.
  - The User can request needed information regarding service charges at any time through help center in app.
  - Pandefy is not responsible for the prices of the services rendered by its partners or any legal offence in relation to the laws of Tanzania.

#### 4. Security and Unauthorized Use

- User is responsible for the safekeeping and proper uses of the secret PIN and for all payment that take place on Pandefy with their PIN and they indemnify us against any claims made in respect of such payments. Note that Pandefy will in no circumstance request the Partner to disclose the PIN at any point
- User should not share Pandefy PIN with anyone for any reason including Pandefy staff. In case the User becomes aware that Pandefy PIN has been compromised, he is advised to change the PIN immediately using the procedures described.
- In cases where your phone, SIM card or PIN has been stolen or you want to report any suspected fraud or illegal activity, tap pandefy hq and follow instructions. Pandefy will stop your account as soon as reasonably can. User remains responsible for all payments that occur until your account is stopped.
- The User is responsible for all authorized and successfully transactions on Pandefy and the losses incurred.
- Beware of the risk of social reengineering that has become common

#### 5. Closing your Account

- Pande will close User account on receiving a request from the User.
- Pande can also close a User account, restrict activity on your account or suspend access to your account if in any way we know or suspect your account is being used fraudulently, negligently or for illegal activities or if we must do so to comply with the law.
- Pandefy can close your account if we believe that you are in breach of these terms and conditions, are trying to compromise our systems or are unreasonably interfering with any services provided by us.
- Pandefy may close your account if you are no longer a Pandefy User or if you do not use your account for a consecutive period of 90 days and any electronic money will be transferred to a holding account. A User will be able to get access to his / her electronic money by presenting him / herself in person to the Pande Service Centre/Office with written request and proof of identity.
- Pande will not be responsible to you for any direct, indirect, consequential or special damages arising from any act or omission by Pande or any third party for whom we are responsible, whether arising in contract, delict or statute, if we close or suspend your account in terms of this clause.

## 6. SUSPENSION OF SERVICES

- Pande may at any time suspend the Service, in whole or in part and without liability under the following circumstances;
  - should Pande be unable to provide the Service, in whole or in part, whether due to force majeure or otherwise through no fault of its own; or
  - should a license or an agreement in terms of which Pande derives its rights and ability to provide the Service, be suspended, cancelled or terminated; or
  - should such suspension of the Service be necessary in order to facilitate any repairs, modification, maintenance, improvement or remedial works in respect of the system; or
  - should the Client fail to comply with these terms and conditions; or
  - should the Client use equipment that infringes or is alleged to infringe on the intellectual property rights of Pande or any third party.
  - should Pande give a notice to a User after such unforeseen event has happen as stipulated in clause 7.1 and also shall provide a notice before any event mentioned in clause 7.3
- Should the Service be suspended by reason of default of the Client, the Client shall be liable to Pande for any and all direct and indirect losses and damages suffered.

## 7. THE USER'S OBLIGATIONS

The User agrees and covenants:

7.1 Not to assign or transfer the service, SIM card or personalized telephone number to any person without the prior written consent of PANDE and MNO.

7.2 That the User acknowledges that the SIM card and the rights therein shall at all times remain the inalienable and non-transferable property of MNO.

7.3 That the User shall at all times remain responsible for confidentiality of any information or data received or transmitted by the User using the Pandefy platform and the User agrees to notify PANDE immediately of any suspected unauthorized use of the Pandefy Services. The Customer acknowledges that PANDE shall not be liable for any loss the User may incur as a result of the unauthorized use of the Service without the User's knowledge.

7.4 The offers and promotions relayed are a meticulous application of "Buy one, get one FREE – BOGOF concept". The User acknowledges and agrees that such campaigns;

conduct sales promotions in which payments are about half a price of market standard or Needed amount where you, the User must pay about 50% of the marketed offer (item) dubbed as base amount. The term 'about half a price' or double\* may be used interchangeably to represent the BOGOF concept.

7.5 The User shall in the event of loss or theft of the SIM card or mobile phone as aforesaid remain responsible and accountable to PANDE for use of the Pandefy services up to and including the date on which the User Account(s) is suspended by PANDE.

7.6 To indemnify PANDE in full for all the charges that PANDE may incur or suffer by reason of re-activating the account arising as a result of any fraudulent claim.

7.7 The User confirms and warrants that he has the capacity to enter into this contract and to perform his obligations as herein set out.

7.8 The User further warrants and confirms that information and particulars given to PANDE are true and he shall notify PANDE immediately in writing of any changes and he undertakes to provide PANDE with information or documents required by PANDE from time to time.

7.9 The User confirms that their liability under the contract shall be joint and several in cases where the USER is more than one person.

7.10 The USER confirms that he/she shall not use the Services for any criminal or immoral purposes and shall be solely responsible for any consequences arising from such criminal or immoral use of the Services.

7.11 The User indemnifies and holds PANDE harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of Services offered, or the use of Services.

7.12 For Services that requires password/security credentials/ PIN such as Pandefy, the USER undertakes to keep all passwords/security credentials/ PIN secure and warrant that no other person shall use Services utilizing the User's password/security credential/PIN, and the User further acknowledges responsibility for ensuring that no unauthorized access to Services is obtained using the User's password/security credential/PIN, and that the User shall be liable for all such activities conducted pursuant to such use and any loss incurred whether authorized or not.

7.13 The term “Anywhere\* – in this bundle of service refers to, meeting all conditions required by Pandefy; including that the User has to order ticket early and must confirm whether the THIRD PARTY they want to transact with has ability to receive e-money via MNO or Bank.

7.14 The USER further warrants and confirms that at all times shall access stipulated offer(s) or right(s) from Pandefy by using a ticket.

## 8. PANDE’S OBLIGATIONS

8.1 PANDE undertakes subject to these Terms and Conditions to provide the Services to the USER.

8.2 PANDE shall make available to the USER from time to time a coverage map indicating the Offers and Range.

8.3 PANDE shall explicitly publish charges applicable to the Services.

8.4 PANDE shall keep the USER information and communications confidential subject to exceptions provided herein or as may be provided in any statutory law.

## 9. PRIVACY STATEMENT

9.1 PANDE and all its associated companies are committed to respecting the privacy of the USER’S personal data. To demonstrate PANDE’ commitment, PANDE has created this Privacy Statement in order to communicate its intent to provide effective processes for the appropriate handling of private information and to comply with applicable legislation that governs the authentication, protection and disclosure of personal information.

9.2 PANDE has implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of the USER’S personal information. PANDE shall update and refine these measures on an ongoing basis. PANDE assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond PANDE’ control.

9.3 PANDE does not distribute any of the USER’S personal information to third parties unless it's requested by the USER or it’s legally required to do so by a statute. For avoidance of doubt and clarity, PANDE may be obliged to disclose personal information to meet any legal or regulatory requirements of applicable laws.

9.4 PANDE reserves the right to amend or modify this Privacy statement at any time in response to new privacy legislation.

## GOVERNING LAW

These terms and conditions shall in all aspects be governed by the laws of Tanzania.

## 11. MISCELLANEOUS

11.1 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

11.2 Failure by PANDE to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by PANDE in writing.

11.3 These terms and conditions, as varied by PANDE from time to time constitute the sole agreement between the USER and PANDE. Where a specific agreement has been signed between the USER and PANDE which contain similar terms and conditions the provisions of such specific terms and conditions shall take precedent in the event of conflict or inconsistency.

## 12 What to do when you need assistance

12.1 In cases of any assistance from Pandefy, Tap pandefy hq in app trends

12.2 In cases where the Help center is unable to assist you and you need to make an escalation to [support@pendefy.co.tz](mailto:support@pendefy.co.tz) mentioning in detail the issues when and where it happened.

12.3. In cases where you are not satisfied with the overall Experience with Pandefy or the issue is still unresolved after intervention from Pandefy Management, you are advised to contact BRELA or TCRA or BOT or MOF.