

TERMS & CONDITIONS FOR RTM clevaPay MOBILE LEDGER ACCOUNTS

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Right to use:

- The ledger user hereby obtains a non-exclusive, non-transferable right to use the clevaPay Mobile Ledger, for the ledger user only.
- The ledger user shall be entitled to use and have access to all corrections, modifications and releases provided by the clevaPay Mobile Ledger Service Provider.
- The ledger user shall not copy the clevaPay Mobile Ledger in whole or in part or in any way reverse engineer the program, its amendments and additions.
- Only the clevaPay Mobile Ledger Service Provider shall have the right to make any amendments or changes to the mobile ledger.
- The ledger user is allowed to send available funds to another clevaPay ledger user or to anyone with a valid South African mobile number.
- Once the ledger user sends funds to his/her mobile ledger, the ledger user must understand and agree that the funds available in the mobile ledger can be:
 - Used to purchase airtime, products from participating stores, electricity, etc.
 - Sent to another South African mobile number. The mobile number that receives these funds can withdraw the funds ONLY from a Nedbank ATM. Please note that there will be no agreement between clevaPay and the recipient.
 - Sent to another mobile ledger.
- The ledger user can also request a balance or mini statement for the ledger.

clevaPay Mobile User's Responsibilities:

- The user should notify the recipient mobile number that he/she has sent funds to that mobile number.
- The user must understand that any person who has access to his mobile, mobile number or SIM card and pin will have access to his/her clevaPay ledger, and may be able to use the funds available in the ledger. For that reason, the ledger user must ALWAYS protect his/her ledger information (PIN and mobile number) to keep the ledger safe.
- If the ledger users mobile is lost or stolen the ledger user should immediately notify the clevaPay Mobile Ledger Service Provider (G-PAY™) on 086 117 2431. G-PAY™ will block the mobile ledger with the particular mobile number. A new clevaPay ledger with a new mobile number will then be created and the funds from his/her previous ledger will be transferred to the new ledger.

Limits may apply:

- Daily and monthly transaction limits may apply to certain ledger users. These limits are set into place for the ledger user's protection.

Fees & Charges:

- clevaPay will charge a fee if the user transfers funds from his/her ledger to another ledger users ledger, also a fee will be charged if the ledger user sends money to a South African mobile number.
- The fees charged will be deducted directly from the funds within the ledger. This will reduce the ledger amount.

- The ledger user has to make sure that there are enough available funds in the ledger for the transfer / send money and the fees to be charged.
- The funds within the mobile ledger will not earn any interest.

Other Fees apply

- When using the clevaPay mobile ledger standard mobile network operator fees will apply to the ledger user.

Termination:

clevaPay may terminate / suspend the ledger service of the ledger user with or without notice if the user:

- Is in breach of these rules.
- Uses the ledger service for illegal, unlawful or fraudulent purposes.
- If it is necessary to protect clevaPay, its customers or its systems or any recipient.
- If there is fraud or suspected fraud by the ledger user or a recipient or any other person in relation to the clevaPay ledger.
- If clevaPay is required to do so by law.
- Nothing in this clause prevents clevaPay from taking any other action.
- The user may also terminate/suspend the clevaPay ledger by contacting the clevaPay Mobile Ledger Service Provider (G-PAY™) on 086 117 2431, all available funds within the ledger will then be transferred to the ledger users external bank account.

Risk & Liability:

- If the ledger users SIM card is illegally swapped and fraudulently used, clevaPay will not be liable for any loss or damage to the ledger user or to any recipient.
- The ledger user uses the clevaPay Mobile Ledger at own risk. clevaPay makes no warranty of any kind about the service to the ledger user or to any other person.
- clevaPay will not be liable to the ledger user or any recipient for any loss or damage arising because of the service, unless such loss or damage arose because of clevaPay's gross negligence or intentional misconduct.
- Please note: Information sent over public networks may be subject to unlawful monitoring or interception.
- clevaPay will not be held liable for any unauthorised transactions that occur by any person other than the ledger user. Unless the user can prove that the ledger user / the recipient did not lose or disclose the ledger secret information and secured the ledger with a ledger PIN and such unauthorised person obtained the ledger PIN as a direct result of clevaPay's negligence or fraud.
- clevaPay will not be held responsible if the ledger user or the recipient lost or accidentally discloses any ledger secret information that enabled them to use the available funds from the ledger.
- The correct information must be provided by the ledger user upon registration of the ledger, if not clevaPay will not be legally responsible to the ledger user or any recipient for any loss or damage.
- clevaPay will try and do reversals or corrections but will not be responsible for any loss or damage that the ledger user or any recipients may suffer. This includes if funds were sent to the wrong mobile number or if any instructions are duplicated. It also includes situations where the recipients may not be legally entitled to the funds for any reason, or if the ledger user has a dispute with the recipient.
- clevaPay does not check the identity of any recipient when funds are transferred. clevaPay can thus not reverse, repeat or correct payments that were made to the wrong person(s).
- clevaPay cannot guarantee that the ledger user or recipient will receive the notification message since it depends on the service of the network operators. clevaPay will not be liable for any loss or damage caused to any person(s) – directly or indirectly – because of the operation of failure, or malfunction of third party systems or communication devices.