



# Subject to Registration of CellMoni

## CellMoni Customer Terms and Conditions

These terms and conditions constitute the Agreement (hereinafter "Agreement") for the use of the CellMoni Services. They govern the relationship between You as CellMoni Customer (hereinafter referred to as "You", "Your", "Customer") and Digicel (PNG) Financial Services Limited (hereinafter referred to as "We", "Us", "CellMoni"). We may change the terms of this Agreement upon 14 days notice to You which notice we shall publish on media outlets. By continuing to use the CellMoni Service and Your CellMoni, You consent to these terms and conditions. If You do not agree with these terms and conditions, You must immediately cease use of the CellMoni Service

### IT IS AGREED

#### 1. INTERPRETATION

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- "Add Money" means adding funds to Your CellMoni and may be referred to as "load".
- "Authorized CellMoni Agent" means A person or business that is contracted to facilitate transactions for CellMoni Customers
- "CellMoni" means the wallet You open with Us through Your mobile phone upon fulfilling the registration requirements in Schedule 1.
- "CellMoni Service" means all hardware, software, components and other proprietary systems that comprise that Service that enables the CellMoni Services and shall be referred to a "CellMoni Service".
- "CellMoni Charges and Fees" means all charges and fees outlines in the CellMoni Charges and Fees Table as amended from time to time and posted in CellMoni Agent locations and the CellMoni website.
- "Identification Document(s)" means document identified in Schedule 1.
- "Mobile Phone Number" means Your 8 digit Digicel mobile number.
- "PIN" means a 4 digit numbers that You will be using to access Your CellMoni.
- "Registration" means the process that You must follow and complete to open a CellMoni wallet to access the CellMoni Service.
- "Transaction" means the movement of money into and out of Your CellMoni and includes Adding, Transfer and Withdrawal of funds.
- "Limits" means the maximum amount that You can hold in Your CellMoni or transfer to another CellMoni Customer and will depend on Your CellMoni Tier.
- "Media outlets" refer to a publication or broadcast program that provides news and feature stories to the public through various distribution channels. Media outlets include newspapers, magazines, radio, television, and the Internet. to newspapers publication,
- "Fee" means an amount of money that You must pay or will be charged to You for the use of CellMoni services.

#### 2. CELLMONI SERVICES

You agree to use the CellMoni Services solely for Your personal, non-commercial purposes and in accordance with the terms of this Agreement. You agree not to, and You will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit CellMoni or make it available to any third party. We reserve the right to modify, suspend or discontinue, temporarily or permanently, the CellMoni Service or any service to which it connects, with or without notice and without liability to You. You shall not access the CellMoni Service unless You are 18 years of age and above.

#### 3. YOUR CELLMONI

Your used of the CellMoni Services is subject to You meeting the requirements listed under Schedule 1.

#### 4. CELLMONI TRANSACTION: SERVICES YOU CAN ACCESS WITH YOUR CELLMONI

- Add Money: You may Add Money to Your CellMoni by visiting an authorized CellMoni Agent. From time to time, You may be required to provide Your Identification Document for specific Transactions. Before an Add Money Transaction is completed, We will ensure that the add will not cause Your balance to exceed our Transaction Limits. Any load that would cause Your CellMoni to exceed the maximum allowable Transaction Limits will be rejected. You will receive a text message alerting You that You have added money to Your CellMoni.
- Receive Money: You may receive money from another CellMoni Customer. You will be notified of incoming money transfers by text message from CellMoni. If You have registered for CellMoni full wallet, You may receive a remittance or money transfer from a sender outside of the Papua New Guinea through one of our selected partners.
- Send Money: You can send money to other CellMoni Customers. CellMoni Service will send You a text message when You transfers money to other CellMoni Customers.
- Pay Goods and Services: You can make payment for goods and services through Your CellMoni if the Merchant or Business You are contracting with has and accepts CellMoni.
- Pay Bills: You can pay bills if the biller's company You have contracted with has and accepts CellMoni Payment.
- Withdraw Money: You can withdraw money by visiting an authorized CellMoni Agent.
- Other Functionalities: We reserve the right, at Our sole discretion, to add, amend or substitute CellMoni features and services.

For specific Transactions, You shall be required to provide Identification Documents to an Authorized CellMoni Agent for identification and verification.

#### 5. CELLMONI CHARGES AND FEES

We shall charge You a Transaction fee for all chargeable Transactions outlined in CellMoni Charges and Fees, which fees are subject to change at our discretion. When conducting a Transaction, You must have sufficient funds to cover the Transaction cost and Our fees. For Your convenience,

CellMoni shall provide You with a pre-disclosure of Fees and Charges. You understand that all Transactions subjected to CellMoni Charges and Fees will only be successful if the amount in Your CellMoni is sufficient to cover the Transaction and relevant fees.

#### 6. UNAUTHORISED USE/ACCESS TO YOUR CELLMONI

All Transactions conducted using Your CellMoni are deemed to be Your authorized Transactions and You are responsible for all such Transactions. You shall keep Your CellMoni PIN secret and You agree to indemnify Us against any loss, damages or claims made in respect of all Transactions conducted using Your PIN. If You suspect that Your CellMoni and PIN has been compromised in any way, You have the obligation to call us to facilitate blocking of Your CellMoni until such time You give Us instructions to the contrary. You may also block Your CellMoni by calling our customer care line, 888, or visiting a CellMoni Authorized Agent. All Transactions conducted prior to Your CellMoni being blocked are deemed authorized Transactions for which You are responsible. You shall have 3 attempts to enter Your correct PIN with every PIN authorized Transaction. After three (3) wrong attempts, Your CellMoni will be blocked for security reasons. In the event You replace Your SIM, Your CellMoni will be blocked/suspended. You must call us for verification of Your Identity before You can select a new PIN to access a blocked or suspended CellMoni.

#### 7. IRREVOCABILITY OF TRANSACTION

All Transactions once completed are final, irreversible and irrevocable. You should therefore ensure that details of Your intended Transactions are correct prior to completion.

#### 8. SUSPENSION AND TERMINATION

We reserve the right to, without any notice to You suspend or terminate Your use of the CellMoni Services and Your CellMoni if You are in violation of any of our terms and conditions. Upon termination of Your CellMoni, you are required to visit an Authorised CellMoni Agent to withdraw any funds that may be in Your CellMoni. Your CellMoni shall be terminated upon (i) instruction of an authorised government entity, or (ii) instructions or acts of Your network provider, or (iii) breach of these terms and conditions or other CellMoni directives.

#### 9. CONFIDENTIALITY AND DATA USE

The collection and use of Your information collected is an integral element of the CellMoni Service, and You expressly consent to such collection and use in accordance with our privacy policy, as may be amended from time to time as found in <https://www.digicelgroup.com/en/privacy-policy.html>. Part of our privacy policy commitment is to never disclose any personal data or information that we may receive from You and through Your use of Service to third parties or use Your personal data for any purpose other than as provided in the privacy policy. You understand that Your data in our possession shall be disclosed to any law enforcement authority, investigative authority or regulatory authority including the Financial Service and Supervision Unit of the Central Bank of Papua New Guinea, the Papua New Guinea Police.

#### 10. INDEMNITY AND LIMITATION OF LIABILITY

The CellMoni Service and Your CellMoni provided to You are reliant on network connectivity and other factors outside of our control such as emergency maintenance, network availability and Your internet service provider. The services may be affected by periodic maintenance, repair or testing. While we shall make every effort that all Transactions are processed in a timely manner, we make no representations and will not be liable in the event that You do not receive continuous, secure or uninterrupted CellMoni Services. We will not be liable for any claim unless such claim is caused by willful default attributable to us and in such event, our liability to You shall be limited to the Transaction amount applicable Fees. We expressly disclaim all liability for any loss or damage including without limitation direct, indirect, consequently incidental, special punitive or any other damages whosever referred resulting from or caused by (i) Incorrect information submitted by You to us at any time including during the registration process (ii) Transactions conducted from Your CellMoni where You have not reported interference with Your CellMoni as required in clause 6 (iii) Transactions made to unintended recipient or payments made to incorrect parties (iv) Transactions relating to incorrect amounts (v) Acts beyond human control in accordance with clause 11 below (vi) Acts of government, regulatory authorities and other third parties.

You agree to indemnify us and keep us indemnified against all loss, damages and liability that we may suffer (including claims from third parties) resulting from all Your acts and omissions including Your breach of this Agreement.

#### 11. ACTS BEYOND HUMAN CONTROL

We shall not be liable to Your or any other party for any delay or failure to perform our obligations under these terms and conditions as a result of revolution or other civil disorders; belligerent aggression by an enemy; strikes; lack of available resources from persons other than parties to this Agreement; labour disputes; electrical equipment or system availability delay or failure; fires; floods; acts of God; government or regulatory intervention; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not. If such delay or failure continues for at least thirty (30) days then either Party may terminate their engagement by notice in writing to the other.

#### 12. GENERAL

All Transactions shall be in Kina. The CellMoni Service and Your CellMoni may not recognize any monetary value depicted as toea and You hereby agree to, where required, round off any Transaction value to the nearest kina. Using Your CellMoni to conduct Transactions on behalf of another may subject You to criminal liability under law. You shall not use Your CellMoni to conduct any activities that are prohibited by law or in breach of these terms. We may amend these terms and conditions from time to time. Such amendments will be notified to You through Your CellMoni and will be applicable to You immediately upon Your continued use of the CellMoni Service. This Agreement shall be governed by the laws of Papua New Guinea. Any Part or all of any provisions of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement remain in force.

### SCHEDULE 1 - CELLMONI LIMITS AND REQUIREMENTS

Wallet Limit	Transaction Limit	Daily Limit	Required Pre-registration Information	Identification Documents
Mini Wallet PGK 2,000	PGK 500	PGK 1,000	i. Name ii. Address iii. Occupation	None
Full Wallet PGK 5,000	PGK 500	PGK 2,500	i. Full names ii. Date of birth iii. Valid home address iv. Profile picture v. Occupation vi. Screening of KYC by Back Office	National ID Driving License Passport