



SUBSCRIBER TERMS AND
CONDITIONS

eZ CASH MOBILE OPERATOR TERMS AND CONDITIONS

These terms and conditions shall govern the use of the eZ Cash Services provided by **Dialog Axiata PLC** (PQ 38) having its registered office at No. 475, Union Place, Colombo 02 ("Payment Service Provider/(PSP)") to the eZ Cash Subscribers.

The Payment Service Provider may at its sole discretion deny registration of any subscriber to use and enjoy the eZ Cash Services.

Please refer www.ezcash.lk for the eZ Cash Transaction Limits/Daily Transaction Limits (as defined herein) applicable to the eZ Cash Subscriber category.

1. Definition

- 1.1. **"Available Balance"** means the balance in the eZ Cash Account in the System which shall be equivalent to its Rupee value, and can be used at any given time subject to the limits herein imposed.
- 1.2. **"Daily Transaction Limits"** mean the maximum aggregated value of the eZ Cash that can be transacted in any one (01) calendar day.
- 1.3. **"eZ Cash"** means the electronic currency exchanged only electronically which is used to execute eZ Cash Transactions.
- 1.4. **"eZ Cash Account"** means a non interest bearing digital account created in the System which allows the eZ Cash Subscriber and/or eZ Cash Merchant to execute eZ Cash Transactions.
- 1.5. **"eZ Cash Merchant"** means a subscriber (person or organization) of the Payment Service Provider or a Mobile Operator registered and entitled to redistribute eZ Cash to eZ Cash Subscribers in the capacity of a merchant.
- 1.6. **"eZ Cash Service"** means the mobile payment service provided by the Payment Service Provider in terms of the Payment Cards and Mobile Payment Systems Regulations No. 1 of 2013 issued under the Payment and Settlement Systems Act No. 28 of 2005, Mobile Payments Guidelines No. 2 of 2011 for Custodian Account Based Mobile Payment Services issued under Regulation 21 of the Service Providers of Payment Cards Regulations No. 1 of 2009 and such other regulations, directions and guidelines issued by the Central Bank of Sri Lanka or

such other appropriate authority, which allows the eZ Cash Subscriber to execute and/or perform eZ Cash Transactions subject to the Terms and Conditions set out herein.

- 1.6. **"eZ Cash Transactions"** mean the domestic transactions performed by the eZ Cash Subscriber from the eZ Cash Account in Sri Lankan Rupees as detailed in clause 4.1.
- 1.8. **"eZ Cash Subscriber"** means the subscriber of the Payment Service Provider or a Mobile Operator registered for the eZ Cash Services.
- 1.9. **"Force Majeure Event"** shall include acts of God, requirements of any governmental or regulatory authority which shall render the operation of the eZ Cash Service illegal, war, national emergency, accident, fire, lightning, equipment failure, computer or software of the System malfunction, electrical power failure, faults, interruption or disruption of the network of the Payment Service Provider or the networks of other Mobile Operators or of any equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving the employees of the PSP).
- 1.10. **"Mobile Operator"** means a provider of telecommunication services in Sri Lanka who has entered into an agreement with the Payment Service Provider to enable the subscribers of such operator to use and enjoy the eZ Cash Services.
- 1.11. **"MSISDN"** means the Mobile Subscribers Integrated Services Digital Network (Mobile Number).
- 1.12. **"PIN"** means the Personal Identification Number used to perform the eZ Cash Transactions.
- 1.13. **"SIM Card"** means the subscriber identity module issued to subscribers by the Payment Service Provider or a Mobile Operator which allows the eZ Cash Subscriber to access the network of the Payment Service Provider which shall be the relevant mobile number of the eZ Cash Subscriber to be used for the eZ Cash Transactions.
- 1.14. **"System"** means the payment system platform commissioned by the Payment Service Provider to facilitate the payment for goods, products, services and airtime and transfer of funds under the eZ Cash Service.
- 1.15. **"Terms and Conditions"** mean the terms and conditions herein which may be varied by the Payment Service Provider as stated herein from

time to time at their discretion.

1.16. **"USSD"** means Unstructured Supplementary Service Data.

1.17. **"Websites"** mean www.dialog.lk / www.ezcash.lk and any official website of the Mobile Operators.

2. Commencement Date

2.1. The eZ Cash Subscriber may carry out eZ Cash Transactions commencing from the date of the approval of the registration of the eZ Cash Subscriber for the eZ Cash Service and shall be in force unless or until terminated in accordance with these Terms and Conditions.

3. Minimum Requirements

3.1. By subscribing to the eZ Cash Service, the eZ Cash Subscriber warrants that the eZ Cash Subscriber is a resident of Sri Lanka and is above 18 years of age and is the registered owner of the MSISDN number.

4. Use of the eZ Cash Service

4.1. The eZ Cash Service is made available by the Payment Service Provider to the eZ Cash Subscriber at the Payment Service Provider's sole and absolute discretion for the following purposes:

- 4.1.1. effect payment for any purchase of goods and/or services;
- 4.1.2. effect payment of bills and utilities;
- 4.1.3. eZ Cash Top-ups and withdrawals;
- 4.1.4. eZ Cash transfer from one eZ Cash Account to another;
- 4.1.5. value added services e.g. Balance Check, PIN Change, Mini Statement (details of the last 5 eZ Cash Transactions); and/or
- 4.1.6. to carry out any other additional eZ Cash Transactions or facilities available under the eZ Cash Service which shall be detailed in the Websites from time to time

4.2. The eZ Cash Subscriber shall not receive /grant any form of credit, interest or profit on the eZ Cash Account, issue eZ Cash at a discount and/or provide any other facility that exceeds the monetary value of the Available Balance of the eZ Cash Account.

- 4.3. The monetary value of the airtime stored in the MSISDN shall not be transferred to the eZ Cash Account. The eZ Cash Subscriber may however purchase air time using the Available Balance.
- 4.4. In the event of a discontinuation or termination of the MSISDN/SIM Card of the eZ Cash Subscriber, the eZ Cash Subscriber shall be blocked in the System and the eZ Cash Subscriber may cash out from any Payment Service Provider Service Centre.
- 4.5. By performing eZ Cash Transactions, the eZ Cash Subscriber authorizes the Payment Service Provider to charge his/her eZ Cash Account taxes, levies or any other applicable charges as set out in the Terms and Conditions and notified by the Payment Service Provider from time to time.
- 4.6. Upon registration, the eZ Cash Subscriber shall enter a 4 digit combination as the PIN. The eZ Cash Subscriber shall be responsible for its security by keeping the PIN confidential at all times and shall take all steps to prevent the disclosure of the PIN.
- 4.7. Any confirmation sent by the MSISDN together with the PIN shall be deemed to have been issued by the eZ Cash Subscriber and the eZ Cash Subscriber shall be bound by such confirmation.
- 4.8. Access to any part of the eZ Cash Services through entering the PIN shall be binding on the eZ Cash Subscriber.
- 4.9. If a third party accesses the eZ Cash Services of the eZ Cash Subscriber using the PIN with or without the authorization of the eZ Cash Subscriber for all intent and purposes such access shall be considered an authorized access and all eZ Cash Transactions conducted shall be valid.
- 4.10. All utility payments made by eZ Cash Subscribers will be settled within three (3) working days of such payment.
- 4.11. No eZ Cash Transaction shall be reversible.

5. Warranties and Responsibilities

The eZ Cash Subscriber hereby undertakes and warrants the following:

- 5.1. The information provided for the purpose of registration for the eZ Cash Service is true and correct.

- 5.2. The eZ Cash Subscriber shall provide any additional information which the Payment Service Provider may reasonably request from time to time, failing which it may result in the suspension or termination of the eZ Cash Account by the Payment Service Provider at their sole discretion.
- 5.3. The information provided by the eZ Cash Subscriber may be held in a database and the Payment Service Provider may use, store, analyze and transfer and/or exchange such information with any statutory authority/institution or as maybe required by Law without reference/consent of the eZ Cash Subscriber.
- 5.4. The MSISDN number is registered in the name of the eZ Cash Subscriber and no third party will claim ownership to the MSISDN number upon registration for the eZ Cash Services.
- 5.5. The eZ Cash Subscriber will not breach any provision of the Terms and Conditions.
- 5.6. The eZ Cash Subscriber will comply with all applicable existing or future laws, ordinances, codes, rules, regulations, notices, instructions or directives of the relevant authorities or any notices, instructions, directives or guidelines given by the Payment Service Provider in connection with the eZ Cash Services.
- 5.7. The eZ Cash Subscriber shall not fraudulently register an eZ Cash Account. If the Payment Service Provider discovers that the eZ Cash Subscriber is impersonating another subscriber, the eZ Cash Subscriber shall be solely responsible for any liability that may arise as a result of such fraudulent activity. Abusing the eZ Cash Services may result in immediate termination/suspension of the eZ Cash Account, and report to the relevant authorities.
- 5.8. The eZ Cash Subscriber shall not use the eZ Cash Services for any illegal activity under all applicable and relevant laws and regulations.
- 5.9. The eZ Cash Subscriber may fund or top-up any amount in the eZ Cash Account within the authorized Daily Transaction Limits applicable to the eZ Cash Subscriber. Subject to approval and regulations of the Central Bank of Sri Lanka, the Payment Service Provider may revise the limit of the eZ Cash Account with notification to the eZ Cash Subscriber.

- 5.10. All records of eZ Cash Transactions relating to the PIN authenticated through the registered MSISDN will be binding and shall act as conclusive evidence of the registration of the eZ Cash Subscriber.
- 5.11. The eZ Cash Subscriber shall be responsible for all eZ Cash Transactions performed by the eZ Cash Subscriber and for keeping track of his/her eZ Cash Account.
- 5.12. The use of the eZ Cash Service is subject to such other applicable specific terms, conditions, rules, directions and regulations as specified by the Central Bank of Sri Lanka and/or any other regulatory or governmental authority.
- 5.13. Neither the eZ Cash Account nor the performance of eZ Cash Transactions are transferable or assignable to any third party without the written permission of the Payment Service Provider. The eZ Cash Accounts shall be exclusively used by the eZ Cash Subscriber. The Payment Service Provider shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the transferring or assigning of the eZ Cash Account or the performance of eZ Cash Transactions to any third party without the consent of the Payment Service Provider.
- 5.14. The eZ Cash Account cannot be pledged or used in any manner by the eZ Cash Subscriber as any form of security instrument for any purpose whatsoever.
- 5.15. The eZ Cash Subscriber shall be responsible for checking and verifying all eZ Cash Transactions including, without limitation, the amount and recipient information. The Payment Service Provider shall not entertain any request to reverse a wrongful entry as a result of the negligence of the eZ Cash Subscriber.
- 5.16. The eZ Cash Subscriber shall immediately notify the Payment Service Provider upon receipt of incomplete and inaccurate data, or information or any data or information, which is not intended from the Payment Service Provider or any doubtful information or message. The eZ Cash Subscriber shall delete such data or information from his/her mobile device.
- 5.17. The eZ Cash Subscriber hereby acknowledges that the eZ Cash Subscriber name and MSISDN and such other personal information

may be made available to any third party by the Payment Service Provider for verification and any other lawful purposes.

6. Disclaimer

- 6.1. The eZ Cash Service is provided on an “as is” basis without representations of any kind whether express or implied to the fullest extent permitted by law. The use of the eZ Cash Service by the eZ Cash Subscriber shall be at its own risk.
- 6.2. The Payment Service Provider shall not be liable or responsible to the eZ Cash Subscriber and/or to any other third party(s) for any losses, damages, costs or expenses whatsoever suffered by such person(s) arising out of or in connection with the issue, use, withdrawal, suspension and/or termination of the eZ Cash Service and/or eZ Cash Account, provided such losses, damages, costs or expenses whatsoever is not resulting from or in consequence of any wilful negligence by the Payment Service Provider on the issue, use, withdrawal suspension and/or termination of eZ Cash Services and/or eZ Cash Account.
- 6.3. The Payment Service Provider is not responsible for any transactions made through the eZ Cash Service between the Subscriber and transacting third parties. Any dispute, error and mistake in transactions must be resolved between the eZ Cash Subscriber and the transacting party. The Payment Service Provider will facilitate the resolution and settlement of any such dispute to their best effort.
- 6.4. The Payment Service Provider shall not be liable for acting on the confirmation of an eZ Cash Transaction sent by the eZ Cash Subscriber together with the PIN. Such confirmation shall be deemed irrevocable and binding on the eZ Cash Subscriber upon receipt by the Payment Service Provider of the confirmation notwithstanding any error, fraud, forgery, negligence, lack of clarity or misunderstanding in respect of the terms of such confirmation.

7. Statement of Accounts

- 7.1. The eZ Cash Subscriber shall have access to a mini statement of account via USSD port. A detailed statement for a maximum period of three (03) months from date of request will be provided at cost to the eZ Cash Subscriber upon request.

8. Governing Law and Dispute Resolution

- 8.1. The Terms and Conditions shall be governed by and construed in accordance with the laws of Sri Lanka. The eZ Cash Subscriber hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Sri Lankan courts.
- 8.2. These Terms and Conditions may be translated into other languages, but in the event of any inconsistency or uncertainty arising there from, this English version shall prevail over any other version.
- 8.3. The eZ Cash Subscriber may dispute an eZ Cash Transaction and/or fees, other charges, taxes and levies within one (01) month from the date of such eZ Cash Transaction or from the date on which such fees, other charges, taxes and levies were charged to the eZ Cash Account respectively, whichever occurs earlier.
- 8.4. The Payment Service Provider shall make all endeavours to settle or resolve such dispute and the eZ Cash Subscriber agrees that decision of the Payment Service Provider with regard to such dispute shall be final and conclusive.
- 8.5. The log maintained by the Payment Service Provider for eZ Cash Transactions envisaged herein will be deemed as the authentic source of information for any kind of dispute and the information presented from the said log shall be final and conclusive evidence for any dispute resolution.

9. Fees and Charges

- 9.1. The eZ Cash Subscriber shall pay the prevailing service fee and each of the eZ Cash Transaction charges for the eZ Cash Service. The applicable fees and charges shall be based on published rates by the Payment Service Provider from time to time. The PSP reserves the right to vary and amend the fees and charges at any time with notification to the eZ Cash Subscriber. The latest rates shall be made available on the Website.
- 9.2. The eZ Cash Subscriber shall be responsible for any other charges for eZ Cash Transactions via eZ Cash Merchant Outlets, and for any other charges that the Payment Service Provider may impose from time to time with notice.

10. Limits of eZ Cash Transactions

- 10.1. The Payment Service Provider may prescribe eZ Cash Transaction limit(s) from time to time with the approval of the Central Bank of Sri Lanka.

11. Fraudulent Use of the eZ Cash Services or Lost / Stolen SIM card and/or mobile device

- 11.1. The eZ Cash Subscriber acknowledges that the eZ Cash Service is and remains at all times the property of the Payment Service Provider and the eZ Cash Subscriber shall:

11.1.1. exercise all due care and diligence, when using the eZ Cash Service; and

11.1.2. not tamper or allow anyone to tamper with the eZ Cash Service.

- 11.2. The eZ Cash Subscriber must immediately notify the Customer Service of the Payment Service Provider and report to the police any loss, fraud, suspected fraud, dishonest use or theft of the mobile device or illegal use of the eZ Cash Account of the eZ Cash Subscriber. The eZ Cash Subscriber will be liable for all charges incurred in relation to the lost/stolen mobile device or fraudulent use of the eZ Cash Services until the Payment Service Provider or his/her Mobile Operator receives notification from the eZ Cash Subscriber as stated above for disconnection of the Services.

- 11.3. Replacement of lost or stolen SIM card is subject to additional payments as determined by the Payment Service Provider.

- 11.4. Notwithstanding the aforesaid, the Payment Service Provider or Mobile Operator may reject the use of the eZ Cash Service for effecting payment, if the SIM is suspected to have been fraudulently issued, stolen or tampered with or the Payment Service Provider determines that the use of the eZ Cash Services poses a risk to the System. The Payment Service Provider and/or the Mobile Operator shall not be liable for any loss, cost or damage suffered, if any, by the eZ Cash Subscriber as a result thereof.

12. Termination and Suspension

- 12.1. The Payment Service Provider may at their absolute discretion immediately terminate, suspend, impose conditions or restrictions on

the eZ Cash Subscriber in respect of the use of the eZ Cash Service or change the procedures, the mode of operation of the eZ Cash Service with notice to the eZ Cash Subscriber.

12.2. Notwithstanding Clause 12.1 above, the Payment Service Provider reserves the right, at their absolute discretion and at any time, to immediately suspend/terminate the use of the eZ Cash Account by the eZ Cash Subscriber for any reason, including but not limited to the following circumstances:

12.2.1. in the opinion of the Payment Service Provider, the eZ Cash Subscriber has indulged in any dishonest, fraudulent, illegal and/or criminal conduct or misrepresentation;

12.2.2. the eZ Cash Subscriber is in breach of any of the provisions of the Terms and Conditions or has engaged in any conduct prejudicial to the Payment Service Provider;

12.2.3. the eZ Cash Subscriber is in breach of any acts, statutes, laws, by-laws, rules and/or regulations imposed by any party, regulatory body or government agency;

12.2.4. the eZ Cash Subscriber has submitted false documents or has declared false information during the application for the eZ Cash Service;

12.2.5. the eZ Cash Subscriber has acted with bad or malicious intent; and/or

12.2.6. the Payment Service Provider is of the opinion that the acts of the eZ Cash Subscriber is prejudicial to the interest of the Payment Service Provider and/or Mobile Operator.

12.3. The eZ Cash Subscriber shall re-register under the Terms and Conditions in the event the eZ Cash Subscriber changes his/her MSISDN or registered name.

12.4. The eZ Cash Subscriber may, at any time, terminate the eZ Cash Account by giving the Payment Service Provider or his/her Mobile Operator prior written notice for the eZ Cash Account termination duly submitted through the branches of the Payment Service Provider or his/her Mobile Operator. Upon receipt of the written request, the Payment Service Provider shall refund the Available Balance within 3 business days. Upon redemption of the Available Balance the Payment Service Provider shall confirm closure of the eZ Cash Account in writing.

12.5. The Payment Service Provider reserves the right to suspend or terminate the eZ Cash Account of the eZ Cash Subscriber either with or without

further notice if the eZ Cash Subscriber does not close the eZ Cash Account after the termination or expiration of the eZ Cash Service.

13. Consequences of Termination/Suspension

- 13.1. Upon termination or expiration of the eZ Cash Service, the Available Balance shall be refunded after deducting administration fees and charges specified by the Payment Service Provider.
- 13.2. The eZ Cash Subscriber further agrees that if the Payment Service Provider terminates or suspends the eZ Cash Service or any part thereof pursuant to Clause 12, the Payment Service Provider shall not be obliged to refund or return the Available Balance in the eZ Cash Account until and unless clearance has been obtained from the relevant authorities, if applicable.
- 13.3. Upon suspension, the Payment Service Provider may at their absolute discretion reconnect the eZ Cash Service subject to a reconnection fee and the payment of all outstanding amounts due to the Payment Service Provider and/or Mobile Operator and/or any other amounts as may be required by the Payment Service Provider for the reconnection of the eZ Cash Account.
- 13.4. The provisions of this Clause 13 are without prejudice to any of the other rights and remedies of the Payment Service Provider under these Terms and Conditions or in law.

14. Amendment and Modification of Terms and Conditions

- 14.1. Subject to Clause 14.2 and unless expressly stated otherwise, the Payment Service Provider reserves the right to review, amend, add or vary any of these Terms and Conditions from time to time as the Payment Service Provider deems fit without assigning any reasons whatsoever and the eZ Cash Subscriber shall be bound by such amendments, addition or variation of the Terms and Conditions.
- 14.2. The Payment Service Provider shall, serve the eZ Cash Subscriber with a notice under these Terms and Conditions with regard to any amendments thereto through appropriate communication media in Sinhala, Tamil and English languages.

15. Limitation of Liability and Indemnity

- 15.1. To the fullest extent permitted by law, the Payment Service Provider shall exclude all liability arising from the Terms and Conditions.
- 15.2. The Payment Service Provider and the Mobile Operator shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the eZ Cash Subscriber using the eZ Cash Services or for whatever reason. Notwithstanding the above, entire liability of the Payment Service Provider and the Mobile Operator in contract, tort (including negligence or breach of statutory duty) or otherwise to the eZ Cash Subscriber shall be limited to the value of the eZ Cash Transaction of the eZ Cash Subscriber.
- 15.3. The eZ Cash Subscriber hereby agrees to indemnify and shall keep indemnified the Payment Service Provider and his/her Mobile Operator from any loss, damage, liability or expenses arising from any claims for fraud, negligence, libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the material transmitted, received or stored via the eZ Cash Service or part thereof and from all other claims arising out of any of the act or omission of the eZ Cash Subscriber or any unauthorized use or exploitation of the eZ Cash Service or part thereof.

16. Customer Service Numbers for the Service

- 16.1. For further information kindly call 7111

17. Force Majeure

- 17.1. If any party believes it is hindered from performing any of its obligations hereunder due to a Force Majeure Event, it shall immediately inform the other party about such circumstances in writing, failure of which shall prevent the party claiming Force Majeure Event from invoking these circumstances as a defence. If a Force Majeure Event continues for more than three (3) months, either party shall have the right to terminate the eZ Cash Service with immediate effect by notice to the other party notwithstanding Clause 12 of the Terms and Conditions.

18. Severability and Effect of Terms and Conditions

18.1. If any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

19. Notice

19.1. Unless specified otherwise, the Payment Service Provider may give notice to the eZ Cash Subscriber by publishing on their website or in at least one Sinhala, Tamil or English newspaper in circulation or by electronic mail or by pre-paid post or by sending a text message to the MSISDN of the eZ Cash Subscriber. For avoidance of doubt, the Payment Service Provider may notify the eZ Cash Subscriber in any one of the ways set out above.

19.2. Notice shall be deemed to have been duly served upon and received by the eZ Cash Subscriber, (a) if published on the Website, at the time of publication; (b) if published in the newspaper on the day of such publication; (c) if sent by electronic mail, at the time it was sent; (d) if sent by pre-paid post, on the day following the dispatch of the prepaid letter; (e) if sent by text message at the time the text message was sent.

I declare that I am a resident of Sri Lanka and I am above 18 years of age and a registered owner of the MSISDN number. I declare that I have read the Terms and Conditions above and I agree to be bound by such Terms and Conditions.

I agree to be liable for all fees and charges. I request that the eZ Cash Services be provided to me by opening an eZ Cash Account.

NOTICE

[illegible]

