



BUSTISHA TERMS AND CONDITIONS



1. AGREEMENT

This agreement contains directives governing the application of the use of an overdraft product named Bustisha, the acceptance of which constitutes a binding contract between yourself (Customer) and HTMSL represented by the brand Mixx by Yas for the Bustisha Service. These Terms and Conditions shall apply to the Customer immediately upon subscription of the Service and shall continue during the pendency of the license granted to the company and any renewal thereof unless terminated by either party according to the Terms and Conditions herein.

2. NATURE OF TERMS AND CONDITIONS & APPLICABILITY

- 2.1. These Terms and Conditions are issued by Honora Tanzania Mobile Solutions Limited (hereinafter abbreviated as “HTMSL” which trades with the brand name “Mixx by Yas” or “we” or “us” or “ourselves” or “our”) and shall apply to Mixx by Yas Customers (“Customer”) (hereinafter “you” or “your” or “user” “yourself”).
- 2.2. These Terms and Conditions shall apply and bind to all Customers who subscribe and use or may use the Bustisha Service (as defined herein).
- 2.3. When you use or subscribe to Bustisha Service, you agree to abide by these Terms and Conditions; if you do not agree with them, you may not proceed to subscribe.
- 2.4. These Terms and Conditions may be read in conjunction with the General Terms and Conditions of using Mixx by Yas services.

3. DEFINITIONS

- 3.1. **“Agreement”** means these Terms and Conditions and any orders or any other specific terms (such as a quote or purchase order) applicable to the Service.
- 3.2. **“Yas”** means Honora Tanzania Public Limited Company registered trade brand for offering its services.
- 3.3. **“Mixx by Yas”** means Honora Tanzania Mobile Solutions Limited registered trade brand for offering its services.



- 3.4. “Mixa by Yas Services”** means the services provided by Honora Tanzania Mobile Solutions Limited for the issuance and redemption of e-money and the transfer of e-money between customers based on transfer instructions including the recording of all transactions, verifying and confirming all transactions concluded, updating customer account records, and any other related services introduced by Honora Tanzania Mobile Solutions Limited from time to time.
- 3.5. “Mixa by Yas System”** means the system operated by Mixx by Yas in Tanzania for the provision of Mixx by Yas Service using the Network.
- 3.6. “Mixa by Yas Subscriber”** means any person registered to use the Mixx by Yas System to send, receive money, make payments, or carry out any financial services offered by Mixx by Yas in partnership with a financial institution. Mixx by Yas Subscriber is interchangeably used with Mixx by Yas Customer or simply Customer.
- 3.7. “Personal Information”** means any information relating to an identified or identifiable natural person and an identifiable person can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.
- 3.8. “Service Provider”** means a Bank or a Financial Institution that will provide the overdraft facility to the Customer in collaboration with Mixx by Yas.
- 3.9. “Bustisha”** means Mixx by Yas Customer Overdraft services.
- 3.10. “Credit Reference Bureau”** means a credit reference bureau duly licensed under the Bank of Tanzania Act, 2006 pursuant to the Bank of Tanzania (Credit Reference Bureau) Regulations, 2012 to, amongst others, to collect and facilitate the sharing of customer credit information.
- 3.11. “Customer Contact Centre”** means Yas call center or any Yas service points that we may notify you of from time to time.
- 3.12. “Device”** includes your mobile phone handset, SIM Card, or other equipment which, when used together, enables you to access the Mobile Network.



3.13. “Mixx by Yas Overdraft Service or Overdraft Service or the Service” means a service linked to your agreed transactions on Mixx by Yas Account it lets you get instant overdraft facilities to complete your transactions when having an insufficient balance of e-money in your Mixx by Yas wallet from your own available funds up to a limit set by our systems in relation to your transactions.

3.14. “Mixx by Yas Overdraft Limit” means the maximum facility that a Customer can utilize in the Overdraft Service.

3.15. “One-Time Interest Fee” means a one-time service charge for using the Mixx by Yas Overdraft Service. This will be charged every time upon taking a new Mixx by Yas Overdraft.

3.16. “Service Fee” means a daily charge that a Customer will be required to pay for each day the overdraft Mixx by Yas facility remains unpaid.

3.17. “Overdraft Default” means.

3.17.1. Failure to repay their Mixx by Yas Overdraft in 30 days, a Customer will be termed as a defaulter. Other actions will be taken against this Customer including submitting their names and contacts to Credit Reference Bureaus for further actions

3.17.2. If you commit any breach or fail to observe, keep, or perform any of the terms, conditions, covenants, or provisions of any other agreement between us and yourself in respect of the facility

3.17.3. A Customer won't be able to receive a new Mixx by Yas Overdraft facility if he/she has utilized the overdraft limit and has an outstanding (unpaid) facility.

3.18. “Facility Term” means the Customer will be required to repay their Mixx by Yas Overdraft within 48 Hours and due on day 30. Auto debit will be applied to the Customer's wallets with an active Mixx by Yas Overdraft.



3.19. “Know Your Customer” also known as KYC refers to the customer due diligence obligations imposed on Mixx by Yas by relevant laws and regulations and as may be prescribed or recommended by the Government, Tanzania Communications Regulatory Authority (TCRA), or Central Bank of Tanzania (BOT) from time to time.

3.20. “Permitted Transactions” means the selected group of transaction types that can be supported by Mixx by Yas Overdraft Service and will only be utilized upon insufficient balance as consented. This includes but is not limited to the following.

3.20.1. Send money to on-net and off-net customers

3.20.2. Customer to Merchants payment

3.20.3. Bill payments such as LUKU, All Government Payments, Transport Payments, TV Subscription Payments

3.20.4. All other transactions registered by Mixx by Yas when you attempt to overdraft by finding that you have insufficient balance

3.21. “Non-performing Customer” means a borrower customer who has defaulted and hasn’t made any scheduled payments of principal or interest beyond 30 days.

3.22. “Performing Customer” means a borrower customer who has historically made payments on time.

4. ACCEPTING TERMS AND CONDITIONS

4.1. Before opting in or registering for the Service, you should carefully read and understand these Terms and Conditions, as they govern the access, use, and operation of the Service. These Terms and Conditions are available on Yas’s website www.yas.co.tz

4.2. If you do not agree with these Terms and Conditions, please click “Decline” on the Opt-in function on your phone.



4.3. You will be deemed to have read, understood, and accepted these Terms and Conditions: Upon clicking on the “Accept” option on the Opt-in function requesting you to confirm that you have read, understood, and agreed to abide by these Terms and Conditions; and or by using or continuing to use and requesting for the Service.

4.4. By registering for the Service, you agree to comply with and be bound by these Terms and Conditions as amended and revised from time to time and you affirm that these Terms and Conditions are without prejudice to any other rights that we may have in law or otherwise regarding your registration, access, and use of the Service.

5. REGISTERING AND USING THE SERVICE

5.1. Eligibility

5.1.1. Only Yas Customers with active Mixx by Yas Accounts will be eligible for Mixx by Yas Overdraft Service.

5.1.2. Overdraft Service should be given to Customers having credit worth of 180 days in Mixx by Yas wallet and not be given to new customers.

5.1.3. Overdraft Service should be given to numbers that are biometrically registered.

5.2. Provision of Mixx by Yas Overdraft limits will be based on a score provided by the partnering bank/financial institution on a real-time base.

5.3. Customer scoring for Mixx by Yas Overdraft Limit is subject to review from time to time and we reserve the right to vary the Overdraft Limit with or without notifying you; though (it’s not our obligation) we shall notify you of any variation to the Overdraft Limit when deemed necessary.

5.4. Customer scoring will be based on Customer transactions in Mixx by Yas activity.



- 5.5.** Based on customer performance on Mixx by Yas and the Overdraft Service, Mixx by Yas Overdraft Limit might increase or reduce. Positive performance will result to a growth in Mixx by Yas Overdraft Limit. Negative performance will result in a reduction of Mixx by Yas Overdraft Limit or outright revocation of the Service.
- 5.6.** Mixx by Yas Overdraft limit will be due for 30 days and renewals will be done on a monthly basis.
- 5.7.** Mixx by Yas Overdraft Service will only be utilized upon insufficient funds. Hence Customer can only use Mixx by Yas Overdraft upon getting insufficient balance notification to complete the allowable transaction to the tune of the approved limit.
- 5.8.** Customer won't be able to utilize the overdraft facility above his/her Limit per transaction.
- 5.9.** Customer will be subjected to service charges upon getting a Mixx by Yas overdraft.
- 5.10.** From day 0 – 2 (48 Hours), there will be No Auto-Deduction on customer Mixx by Yas wallet. Customer can choose to repay on their own on those days.
- 5.11.** From day 3 onwards, there will be Auto-Deduction on the Customer Mixx by Yas wallet.
- 5.12.** Upon opting into the Service, you will receive a confirmation message bearing your Overdraft Limit.
- 5.13.** If you are not allocated an Overdraft Limit, you must continue to transact on Mixx by Yas to build a transaction history and enhance your credit score to be eligible for an Overdraft Service.
- 5.14.** You may check your Overdraft Limit using the appropriate menu option provided on your Equipment through Mixx by Yas USSD or your Mixx Super App.
- 5.15.** We may from time to time prescribe the minimum and maximum facility you may be able to request on the Service; such limits will be communicated to you through SMS upon request.



5.16. The Overdraft Limit is subject to review from time to time and we reserve the right to vary your Overdraft Limit with or without notification; though (it's not our obligation) we shall try to notify you of any variation to the Overdraft Limit when deemed necessary.

5.17. Your Overdraft facility will be effective once you have received the Service upon using the overdraft to complete the transaction. In case you have used an overdraft to complete the transaction, and the service was not provisioned, your transaction will be rolled back and the overdraft facility will not be effective.

6. SCORING

6.1. Provision of Mixx by Yas Overdraft limits will be based on the score provided by the partnering bank/financial/institution on a real-time basis.

6.2. Your Overdraft Limit and our continued approval of your Requests for a Facility will be determined by your credit score. The Service Provider will perform an algorithm that will determine your credit score, the assessment will include but not be limited to your usage of Yas Services, Mixx by Yas Services, and repayment history of your existing Overdraft Limit.

7. FEES AND CHARGES

7.1. Customer will be subjected to One-Time interest and Service Fee charges upon getting a Mixx by Yas Overdraft:

7.1.1. There will be a One-Time Interest when a Customer consumes Mixx by Yas Overdraft Service. This will be charged every time upon taking of New Mixx by Yas Overdraft.

7.1.2. Interest will continue to accumulate each day a Customer defaults on repaying the Mixx by Yas Overdraft till day 16th where Interest will be capped until day 30

7.1.3. There is a daily charge that a Customer will be required to pay for each day the overdraft Mixx by Yas facility remains unpaid called Service Fee.



7.2. Fees payable under this Service will be deducted from your Mixx by Yas Wallet. You hereby accept that we are entitled to deduct from your Mixx by Yas Wallet (without reference to you) any Transaction Fees payable in respect of the Service.

7.3. Except where notified, fees are inclusive of all applicable taxes inclusive of Value Added Tax, Excise Duty, and any other taxes including Levy where applicable at the prevailing rate. You hereby agree to pay all Transaction Fees

7.3.1. All repayments are inclusive of any taxes payable as required by the United Republic of Tanzania

7.3.2. You hereby irrevocably grant us permission to revise the Fees upon any changes to taxes applicable

8. REPAYING

8.1. Customers can repay on their own will at any time by accessing the menu available on Mixx by Yas Overdraft Service, failure to do so Auto-Deduction will start after 48 Hours or on Day 3 from the date the overdraft was given.

8.2. Upon taking the Overdraft facility, your Mixx by Yas Account will be subjected to auto-debit after 48 Hours. This means Mixx by Yas shall automatically debit the amounts due once and upon top up your account or receiving e-money into your Mixx by Yas Account at any time until the Facility is cleared in full.

8.3. Facility granted must be repaid in full, service overdraft charges will continue to accumulate each day a Customer defaults on repaying the Mixx by Yas Overdraft till day 16th where Interest will be Capped until day 30, after day 30 the outstanding amount will not accumulate any additional interest, but other recover procedures will follow.

9. DEFAULT

9.1. At any time after an Overdraft of Default has occurred, we have the right to:

9.1.1. We may at any time, upon notice to you, terminate or vary our business relationship with you and we may terminate the Service that we have granted and require the repayment of the outstanding Overdraft amount resulting from this within a timeframe we have determined.

9.1.2. You authorize us to submit such information (i.e., Event of Default) to Credit Reference Bureaus when needed or in line with the Banking Act or any other regulatory body.

10. YOUR INFORMATION USAGE

10.1. Will only use your Personal Information as set out in these Terms and Conditions in a way that the law allows

10.1.1. When you accept the Terms and Conditions, you agree that Mixx by Yas may give the financial services partner (the Service Provider) certain information about you to assess if they can offer the Facility to you. It specifically includes your mobile phone number, your name and surname, date of birth, identity or passport number and all information about your Yas Mobile Money Account and how you use it, and the information in your application for the Facility.

10.1.2. You also agree and allow us to get, give out, record, and or use your Personal Information and information on your use of the Overdraft Facility. This includes sharing this information with

- Credit Reference Bureau to (amongst others) conducting credit checks or reporting to the Credit Reference Bureau as may be market custom or required by law
- Other third party as may be authorized under applicable country laws



10.2. You hereby expressly consent and authorize us to disclose, receive, record, or utilize your personal information or information or data relating to your Mixx by Yas Account and other Yas Services with respect to the Facilities granted under the Service and any details of your use of the Services:

10.2.1. For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and

10.2.2. In business practices including but not limited to quality control, training, and ensuring effective systems operation.

10.3. You authorize us to disclose any information relating to your Mixx by Yas Account to any local or international law enforcement or governmental agencies so as to assist in the prevention, detection, investigation, or prosecution of criminal activities or fraud or to any other institution or a third party as required by the laws of any country and as we may deem necessary.

10.4. You authorize us to disclose, respond, advise, exchange, and communicate the details or information pertaining to your Mixx by Yas Account and or your Facility to third parties involved in the administration of your Mixx by Yas Account and Facilities, updating of databases, or provision of user support.

11. TERMINATION, CHANGES AND SUSPENSION

11.1. We may at any time terminate or vary our business relationship with you and suspend or discontinue your registration and or access to the Service:

11.1.1. If you use the Service or Facility for unauthorized purposes or where we detect any abuse/misuse, breach of content, fraud, or attempted fraud relating to your use of the Services.

11.1.2. If your Mixx by Yas Account or agreement with Yas or Mixx by Yas is terminated for whatever reason.

11.1.3. If we are required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator, or other competent authority to that effect or necessitating it.

11.1.4.If we reasonably suspect or believe that you are in breach of these Terms and Conditions (including non-payment of any amount due from you where applicable).

11.1.5.If we decide to suspend or cease the provision of the Services for commercial reasons or any other reason we may determine.

11.2.You may cancel (i.e., opt-out) registration for the Service at any time through your device; You may however not cancel registration if you have an outstanding and unpaid Facility, Overdue Amount, or unpaid Fees.

11.3.Termination shall not affect any accrued rights and liabilities of either party and in particular, shall not affect your obligations to meet any liabilities incurred prior to such termination.

11.4.We may terminate our relationship with you and suspend your access to the Service if you fail to repay the Facility in full together with any outstanding Fees within the Facility Term, which is thirty (30) days.

11.5.Where you have any outstanding Facility for more than thirty (30) days, your right to use the Service and Overdraft Product limit will be suspended forthwith subject to awaiting repayment, review limit.

12. CHANGES AND UPDATES

12.1.We may add, update, or change these Terms and Conditions of Use any time at our discretion.

12.2.We may amend fees and charges or add/reduce existing fees and charges at any time; as a direct result of new legislation, statutory instrument, Government regulations or licenses, imposition, or alteration of government tax or as a result of any review of Mixx by Yas business planning, changes within the industry, recommendations from regulatory bodies or for such other reason as it may in its sole discretion determine.

12.3.We will try to let you know in advance if we add to or change these Terms and Conditions. The amount and type of notice that we will give you will follow the necessary channels that apply and are available at that time. (For example, we may notify you by telephone (including recorded message or text SMS) or by an advertisement in the daily or weekly newspaper or on our website or social media or any other means). The changes will occur before or after we tell you about them, you are advised also to visit our website from time to time to view the changes in case due to unseen reasons you might not receive updates notification.

13. GENERAL

13.1.These additional terms only apply as far as the law allows.

13.2.We have the rights and responsibilities detailed in these additional terms.

13.3.By accepting the additional terms, you agree that we may transfer all our rights or obligations in these additional terms to any third party without your further consent.

13.4.If a duly appointed arbitrator, court, or administrative body (with jurisdiction) finds any provision of these additional terms invalid or unenforceable, this will not affect the rest of the provisions.

13.5.We may at any time and without notice to you amend these additional terms and the Transaction Charges. Any such amendments may be published in posters or pamphlets available at our Customer Contact Centre, in the daily newspapers, on our loans service and Yas's website, or by any other means as we may determine. Any such amendments will take effect immediately upon publication and be binding on you.

13.6.No failure or delay by either yourself or us in exercising any right or remedy will operate as a waiver and no single or partial exercise of any right or remedy will prevent any further or another exercise of it or the exercise of any other right or remedy.

13.7.The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.



13.8. Communications under this product will be in either English or Swahili.

14. COMPLAINTS & RESOLUTION PROCESS

14.1. You may contact the Customer Contact Centre by dialing '100' or sending an email from your device to report any disputes, claims, or Mixx by Yas Overdraft Product Account discrepancies.

14.2. A representative will immediately contact you on the status of your logged complaint. Some complaints may have a longer resolution time, but in such cases, we will indicate that your complaint has been received by us. We will inform you of the status of your complaint within 3 working days of receiving your complaint.

14.3. How to contact us:

For product or account inquiries or service complaints, you can visit our:

Headquarters: Honora Tanzania Mobile Solutions Limited

P.O. Box 2929, 29th Floor, PSSSF Commercial Complex

House No. 24, Sam Nujoma Road

16102 Sinza C Street, Dar-es-Salaam, Tanzania

Email: customercare@yas.co.tz

Phone: +255 716 123 103

Website: www.yas.co.tz