

GENERAL TERMS AND CONDITIONS OF USE OF THE ORANGE MONEY SERVICE

PREAMBLE:

The present General Terms and Conditions of Use of the Orange Money service (the "**Orange Money Terms and Conditions**") are established by Orange Money Cameroun (OMCM) S.A., A public limited company with a capital of 1,200,000,000 (one billion two hundred million) CFA francs, with its office located in Douala Immeuble Orange MAKEPE, P.O. Box 1864, registered in the Douala Trade and Personal Property Credit Register under number RC/DLN/2019/B/1900, and approved as a Payment Institution by the Monetary Authority according to order No. 00000373/MINFI of 5 May 2022.

1. Subject

The purpose of these User Terms and Conditions of the Orange Money service hereinafter referred to as the "**Orange Money Terms and Conditions**" is to define the requirements for the opening and use of the Orange Money payment service through mobile phones by Orange Money account holders in Cameroon.

The signature (handwritten or electronic) of the Subscription Form by the User, establishes a contract between the User and Orange Money Cameroun, which includes these General Terms and Conditions.

2. DEFINITIONS

The following definitions are relevant to these Orange Money General Terms and Conditions:

"**Acceptor**" refers to any natural person or legal entity that meets the Acceptor specifications and holds an active Orange Money Account, having entered into an Acceptance Agreement with OMCM or its Distributor, authorising them to receive UV in exchange for the provision of various goods and services.

"**Mobile Access**": refers to the mobile telephone line made available to the User by a telephone company based in Cameroon, enabling the User to use his/her mobile telephone and access a mobile network by means of the SIM Card;

"**SIM Card**": refers to the smart card used to store the User's data, which, when used with the appropriate mobile phone number, enables the User to use the Orange Money Service;

"**Load**": refers to the operation carried out at the request of a User, consisting of the purchase by the latter of UVs from OMCM or one of its Distributors, against prior payment of an amount in cash equal to the face value of these UVs and increased, where applicable, by the relevant transaction costs;

"**End Customer**" or "**User**": refers to any end user of the Orange Money service, holder of an active Orange Money account and considered as the lawful owner of the UVs on the said account.;

"**Initialisation Code** ": refers to the four (4) digit personal identification number sent by SMS to the User upon signature of the Orange Money Subscription Form in order to activate his/her Orange Money Account;

"**Orange Money Code**" or "**Orange Money Secret Code**": refers to the personal identification number of the User consisting of the secret code necessary to access and manage his/her Orange Money Account; the Orange Money Code must be kept confidential by the User who is solely responsible for it;

"**Orange Money Account**": refers to the User's payment account provided to the Customer by OMCM in order to enable the management of his/her payment transactions.

"**Orange Money Contract**" refers to the contract concluded between OMCM and the User regarding the opening of the Orange Money Payment Account and the use of the Service.

The Orange Money Contract includes the present Orange Money General Terms and Conditions and the Orange Money Subscription Form;

"**Credit**": refers to any internal transfer ("deposit ") of UVs to the Orange Money Account;

"**Debit**": refers to any external transfer ("withdrawal") of UVs from the Orange Money Account;

"**Disbursement**": refers to the operation carried out at the request of a User, consisting in the sale by the User, of UVs to OMCM or to a Distributor, with payment to the User of an amount in cash equal to the face value of these UVs, after deduction of the applicable transaction charges;

"**Retailer**" or "**Point of Sale**" refers to any natural person or legal entity that holds an active Orange Money account approved by the Distributor, meets the Retailer's specifications, and has entered into a retailer agreement with the Distributor authorising them to make Payments or Disbursements;

"**Distributor**": refers to any natural person or legal entity with an active Orange Money Account, that complies with the Distributor's specifications, and that has entered into a distribution contract with OMCM authorising them to make Payments or Disbursement;

"**Personal data**": any information relating to an individual customer who is identified or identifiable by reference to an identification number linked to his/her civil status data and biometric, physical or biological characteristics;

"**Payment Institution**" or "**PI** ": refers to Orange Money Cameroun S.A.;

"**Subscription Form**": refers to the form issued by OMCM containing the necessary details for the conclusion of the Orange Money contract, as well as the User's acceptance of the Orange Money Terms and Conditions;

"**Fees**": refers to any fees or charges payable by the User when using the Orange Money Service;

"**CFA F**" refers to "Franc de la communauté Financière Africaine" (African Financial Community Franc), the legal monetary unit of the Member States of the Central African Monetary Union (UMAC);

"**Electronic Money**" or "**Unit of Value**" or "**UV**": refers to a unit of monetary value stored in electronic and magnetic form, representing a claim on the PI, issued without delay against the remittance of funds in an amount equal to the monetary value issued, and accepted as a means of payment by natural or legal persons other than the PI;

"**Mobile Number**": refers to the mobile telephone line provided to the User by a telecommunications company, enabling them to use their mobile telephone and access a mobile network by means of the SIM Card in accordance with the Terms and Conditions.

"**Orange**": refers to Orange Cameroun, the telecommunications operator and provider of mobile access.

"**Transfer Order**": refers to orders given by USSD, SMS, internet, ATM, or via application, for the transfer of UV from one Participant to another as part of a Transfer, after the client has entered the Orange Money Secret Code;

"**Identity Document**" or "**Required Identity Document**": refers to the national identity card, passport or any other valid official identification document recognised in Cameroon, issued by an authorised public authority and bearing the User's photograph. The references of the Identity Document are indicated in the Subscription Form and in any other document that may be required as part of the Orange Money service.;

"**Participant**": refers to any participant in the Orange Money Service, including Distributors, Retailers, Acceptors and Users.;

"**Network**": refers to the GSM standard network or any network that may replace or complement it, such as 3G, UMTS, 4G, 5G, etc. operated in Cameroon;

"**Customer Service**" refers to OMCM's customer support centre;

"**Service**" or "**Orange Money Service**": refers to the sending, provision or management of payment instruments or means of payment or the execution of payment orders carried out when using an Orange Money Account in accordance with the applicable Pricing;

"**Website**": refers to the site that describes the functionalities and conditions of use of the Orange Money Service;

"**SMS**" (Short Message System): refers to any text message of 160 characters maximum sent from one Mobile Number to another;

"**Balance**": refers to the value of the UVs registered on a User's Orange Money Account at a given time;

"**System**": refers to all systems and processes operated by OMCM for the provision of Orange Money services;

"**Pricing**" refers to the scale of charges for the use of the Orange Money Account and Service, as published and updated on a regular basis;

"**Transaction**" refers to any use of the Service by the User, of any kind whatsoever, likely to result in a Credit or a Debit.

"**User**" refers to the holder of Orange Money accounts. Acceptors and Business Partners are also Users.;

3. OPENING AN ORANGE MONEY ACCOUNT

3.1 Any holder of a mobile number or any natural person designated as an end user of a Mobile Access by the holder of the said access can apply for the opening and use of an Orange Money Account. Only a company, a non-profit legal entity or a member of a liberal profession, acting as Mobile Access holder, may designate an end user and authorise him/her to open and use an Orange Money Account in his/her own name.

3.2 The opening of an Orange Money Account can be done at any OMCM agency, online, through Orange acting as agent for the PI or through any OMCM approved Distributor;

3.3 When opening an Orange Money Account, the User must provide the following information prior to signing the Subscription Form:

- A valid ID required for natural persons of legal age
- The required identification document or any other valid official document from parents or guardians for minors and adults under guardianship;
- A copy of the articles of association, a copy of the extract from the Trade Register and a copy of the valid identity document of the legal representative for legal entities;
- Any other supporting documents requested by OMCM, its Distributors or Agents;
- An active Mobile Access Number in the applicant's name.;
- If applicable, an express authorisation from the Mobile Access holder permitting the creation of an Orange Money Account for the user on the said access. For this purpose, OMCM may provide the appropriate authorisation models.

3.4 OMCM reserves itself the right to refuse any application to open an Orange Money Account, especially if the identity document presented is not considered acceptable,

if the information provided is not complete and accurate in all respects, or if the User is subject to a ban by the regulatory authorities.

3.4 The User shall enter the Initialisation Code in order to activate his/her Orange Money Account. They must then choose an Orange Money Code, which they may change at a later date.

4. THE ORANGE MONEY ACCOUNT

4.1 The Orange Money Account is a payment account on which the User's UVs are stored and from or to which payment transactions are made.

4.2 The opening, operation or maintenance of the Orange Money Account shall be carried out in accordance with and subject to the monetary and fiscal legislation or legislation on financial relations with foreign countries, embargoes, the fight against corruption, money laundering or the financing of terrorism, in force in Cameroon and in the countries concerned by the execution of all or part of the instructions given by the User, as well as the applicable ethical and prudential rules.

4.3 The User may not make a Debit from his/her Orange Money Account if he/she does not first have a sufficient Balance in UV to make such a Transaction and pay the corresponding Charges. The Orange Money Account may not be debited except in the cases defined by the regulations in force.

4.4 The User expressly authorises OMCM to deduct from the Orange Money Account, as payment of any Charges due by the User for any reason whatsoever, the sum in UV of a nominal amount equal to the amount of the Charges in question. In case the amount in UV deducted is insufficient, the User shall remain indebted for the unpaid balance, which OMCM reserves the right to recover by any appropriate means.

4.5 The death of the User shall result in the blocking of the UVs in the Orange Money Account until the procedure for transfer of inheritance has been completed.

4.6 The User may obtain an Orange Money Account statement via his/her mobile phone as well as from the Orange Money application, a website or a dedicated platform. They may also, by contacting Customer Service, follow-up any Transaction they have carried out via the Service.

5. UVs

5.1 The PI is a payment institution authorised to issue means of payment in the form of electronic UVs in exchange of funds received.

5.2 Each UV has a nominal value of one (1) CFAF.

5.3 UVs are identifiable electronic debt instruments issued by OMCM, which is responsible for the reimbursement of UVs upon their expiration.

5.4 UVs are securities materialised by registration in an Orange Money Account and proof of their ownership is provided by the issuance of an Orange Money Account statement or the sending of an SMS by OMCM indicating the Balance of the Orange Money Account. OMCM considers the User holding the Orange Money Account in which the UVs are stored as their legitimate owner, except in the case of death, liquidation or dissolution.

5.5 Each UV represents an unsecured claim on the PI and is fully fungible with all UV issued or to be issued by the PI.

5.6 No interest will be due or paid by the PI during the period of validity of the UVs except in specific cases provided for by the regulations in force.

5.7 At no time may a User's holdings of UVs exceed the maximum amount defined by OMCM in accordance with applicable regulations.

5.8 The cumulation of electronic money recharges carried out during a period by the same User may not exceed the amount defined by OMCM in accordance with the applicable regulations.

5.9 All Users shall have free use of the UVs from the date of their deposit in the Orange Money Account.

5.10 UVs are freely negotiable within the Orange Money system by sending an authorised Transfer Order to OMCM by the holder of the Orange Money Account in which they are stored.

5.11 The duration of the UV is indefinite. Consequently, OMCM in its capacity as PI may, at any time, proceed with the reimbursement of any outstanding UV and any User holding UVs may, at any time, obtain reimbursement within a period that may not exceed three business days.

5.12 The reimbursement of UVs occurs without any costs for the holder other than those strictly required to carry out the reimbursement.

5.13 OMCM ensures the storage, clearing and financial service of UVs in line with the System's technical specifications. These specifications may vary according to applicable technical and regulatory constraints.

6. USE OF THE SERVICE

6.1 The use of the Service is regulated by the present Orange Money General Terms and Conditions.

6.2 OMCM undertakes to implement all necessary means for the User to have access to the Service.

6.3 OMCM also undertakes to implement all the necessary means to ensure the proper functioning of the Service and to maintain its continuity and quality.

6.4 In case of misappropriation, damage, suspension, loss, unauthorised use or theft of the SIM Card on which the Orange Money account is registered, the User must inform Orange OMCM in compliance with the present Orange Money General Terms and Conditions. The User shall remain responsible for all Charges and Transactions carried out until OMCM receives notification of the occurrence of one of the above-mentioned incidents.

6.5 The User undertakes to comply with any instructions that may be communicated to him/her by OMCM.

6.6 The User consents to OMCM communicating or receiving personal data or documents concerning him/her:

- to and from any regulatory or governmental authority competent in the field of prevention, detection and/or investigation of criminal or fraudulent activities;
- to and from OMCM's suppliers, vendors, agents, subsidiaries or partners for commercial purposes;
- in order to facilitate OMCM's ability to carry out its activities in compliance with applicable laws and regulations;
- to OMCM's lawyers or auditors, or to judicial police/courts of law officers, regarding any legal or audit procedure.

6.7 Access to the Orange Money Service and Account shall be granted under the General Terms and Conditions defined by OMCM in accordance with the regulations in force.

6.8 The User's transaction history may be monitored and/or recorded as part of the diligent conduct of business, particularly with regard to quality control, training, proper functioning of the System and the detection/prevention of offences and crimes.

7. TRANSACTIONS

7.1 Any Debit from the User's Orange Money Account shall be made by Transfer Order. The User authorises OMCM to act based on the Transfer Orders received. However, OMCM reserves itself the right to request written confirmation and proof for any Transfer Order.

7.2 Once the Orange Money Account has been opened, the User may carry out Transactions relating to the payment services referred to in Article 3 of Regulation 04/18/CEMAC/UMAC/COBAC of 21 December 2018 on Payment Services in the CEMAC zone

7.2.3 OMCM has the right to consider any Transaction as originating from the holder of the Orange Money Account upon receipt of a Transfer Order. Any Transfer Order sent is irreversible and OMCM may not cancel a Transfer Order upon the request of a User.

7.2.4 Any Transaction not concluded within three (3) days from the date of the Transfer Order shall be automatically cancelled and the User shall be notified of such cancellation by SMS.

7.2.5 OMCM shall consider the use of the Orange Money Code to validate a Transfer Order as a formal and irrevocable proof of the User's approval, unless OMCM has previously received: (i) notification by such User of a request to block his/her Orange Money account due to the fact that his/her Orange Money Code is no longer secure, or (ii) notification by such User or the holder of the Orange mobile number of the theft or loss of the mobile phone and requesting the blocking of his/her Orange Money account.

7.2.6 OMCM is in no way responsible for the possible return of a Transfer Order. It is the User's responsibility, in the case of a deposit, to ensure the Distributor's or Point of Sale's ability to make the UV transfer to his/her Orange Money Account and, in the case of a cash out, to ensure the Distributor's or Point of Sale's ability to pay the equivalent value in cash of the said cash out. Likewise, OMCM is in no way responsible for the possible return of any Transfer Order during a Transaction with an Acceptor. It is up to the User to resolve such disputes.

7.3 A confirmation will be issued by the System after every Transaction. This confirmation will be sent to the User via SMS or by any other means that leaves a trace, and will include the information requested by the regulations in force.

7.4 The recordings made by the System will be considered accurate, unless the User proves otherwise.

8. SUSPENSION AND INTERRUPTION OF SERVICES / CLOSURE OF ORANGE MONEY ACCOUNT

8.1 OMCM may suspend, restrict or terminate the provision of all or part of the Service and/or close the User's Orange Money Account without prior notice to the User and without OMCM being held liable in the following circumstances:

8.1.1 If OMCM is aware of or has reasons to believe that the Orange Money Account, the mobile phone, the Mobile Number or the Orange Money Code used for the Service are being (or have been) used in an unauthorised, illegal, improper or fraudulent manner, or for criminal activities.;

8.1.2 If the User does not comply with any of his/her obligations under the Orange Money Agreement;

8.1.3 If the User is subject to a banking or judicial ban or a receivership, liquidation of assets or preventive settlement;

8.1.4 In the event of a decision by a Trustee Authority relating to the Orange Money Service, such as the withdrawal or modification of OMCM's Authorisation;

8.1.5 Upon the request of a regulatory or supervisory authority or any duly authorised administrative authority;

8.1.6 The User operates (or allows the operation of) his mobile phone in a manner that would be likely, according to OMCM, to affect or damage the Network or the Service;

8.1.7 For any reason of force majeure and generally beyond the control of OMCM.

Notwithstanding the foregoing, OMCM shall inform Users in advance of the suspension, closure or restriction of the Service whenever possible,

8.2 OMCM shall also close the Orange Money Account under the following conditions:

8.2.1 Upon receipt of a cancellation request from the User addressed to the Customer Service by any means that leaves a written trace;

8.2.2 If the Orange Money Account becomes inactive for a period exceeding twelve (12) consecutive months;

8.2.3 If the User's mobile number is cancelled for any reason whatsoever;

8.2.4 In the event of the User's death after the succession has been settled.

8.3 In case of closure of the Orange Money Account, the UV in the Account shall give rise to a Cash Out in favour of the User or the Beneficiaries, after deduction of any applicable Charges. To this end, the User or the Administrator of the property of the deceased User must contact the OMCM Customer Service and provide the required documents in order to obtain the corresponding cash amount.

8.4 OMCM shall not be held liable for any direct or indirect damages resulting from any action or omission on its part or on the part of third parties under its responsibility, once OMCM has proceeded with the closure or suspension of the Orange Money Account in accordance with this article 8.

9. PRICING

9.1 The Pricing published by OMCM includes all Fees due for the opening and management of the Orange Money Account as well as for the use of the Service by the User. The Pricing is available upon request at any OMCM and/or Distributor branch, and also on the OMCM Website.

9.2 The Charges due for each Transaction will be automatically deducted by OMCM from the number of UV necessary for their complete payment, without prior notification or notice.

9.3 The Charges include value added tax, and any other tax or levy at the applicable rate.

10. SECURITY

10.1 Only one Orange Money Code may be associated with the User's Orange Money Account.

10.2 The User is solely responsible for the safekeeping and proper use of his mobile phone, of the Initialisation Code and of his Orange Money Code. The User is also solely responsible for all Transactions made on his/her Orange Money Account.

10.3 In case of loss of the Orange Money Code, the provisions of paragraph 0 shall apply.

10.4 The User shall under no circumstances reveal his/her Orange Money Code to anyone, including the OMCM staff and the holder of the mobile number that designated him as the end user, if applicable.

11. USER COMMITMENTS

11.1 The User is obliged to pay the Charges as set out in the Pricing in force for any Transaction.

11.2 The User is fully responsible for the use of the mobile number, the Orange Money Account, his/her Orange Money Code and the Service. Consequently, he/she undertakes to use them in accordance with the technical specifications and contractual conditions of the Service.

11.3 The User undertakes not to use the Service to commit an infraction of any applicable law or regulation.

11.4 The User is required to inform OMCM of any civil status changes.

11.5 The User undertakes to return any UV deposit made on his/her Orange Money Account by mistake. In case of non-repayment, any victim may force the User to do so by all legal means.

12. PERSONAL DATA

12.1 The personal data collected as part of this Agreement shall be processed electronically, as well as the operations carried out to provide the Service and manage the Orange Money Account.

This data is processed by OMCM acting on its behalf, and on behalf of the Orange Group Companies concerned, in line with the legislation relating to the protection of personal data and for the management of Orange Money accounts, and more generally for the provision of the Service.

This data may also be processed and transmitted to service providers and partners for the purposes of providing the Service and managing Orange Money Accounts, in particular to and from Distributors.

In compliance with the aforementioned purposes, data may also be processed outside the national territory, under the conditions laid down by the applicable legislation.

12.1 OMCM, acting on its behalf and on behalf of the Orange Group Companies concerned, may also communicate information to competent administrative and judicial authorities if required by law. The User consents to OMCM, acting in its name and on behalf of the concerned Orange Group Companies, to communicate or receive personal information or documents concerning him/her:

12.2.1 To and from any regulatory or governmental authority competent in the field of the prevention, detection and/or investigation of criminal or fraudulent activities;

12.2.2 To mandated lawyers or auditors or to the competent courts, concerning any legal or audit procedure.

12.2 Users may request access to their personal data, ask for it to be corrected, updated or deleted or, for legitimate reasons, object to it being processed in accordance with the regulations in force. In case of opposition, this implies that the User renounces to the use of the Service. Users may exercise their rights of access, rectification, deletion and opposition to the processing of their personal data without charge.

12.3 The User authorises OMCM acting in his/her name and on behalf of the Companies of the Orange Group concerned, to process, retrieve, use and transfer his/her personal information for the purposes and under the conditions mentioned above.

12.4 The User also authorises OMCM to:

12.5.1 Use their personal data in the course of direct marketing operations, to send them commercial offers relating to the Orange Money Service and commercial offers from its partners used in conjunction with the Orange Money Service;

12.5.2 Use and communicate, after anonymisation, the said data to third parties, in particular to market research firms and survey institutes, and exclusively for the purposes of research and analysis.

12.5 The user may exercise his right to rectification and deletion by any means that leaves a written trace. OMCM is bound to respond to this request within fifteen days following receipt of the request.

13. CHANGES TO ORANGE MONEY CONDITIONS AND PRICING

13.1 OMCM may at any time modify the Orange Money General Terms and Conditions or the Pricing. In case of modification, the User shall be informed one month prior to the date of effectiveness. This prior information may be provided by any means that leaves a trace, including publication on the Website. These modifications will also be available at OMCM and at Orange agencies and also at Orange Money Distributors or Sales Points.

13.2 By continuing to use the Service, the User shall be deemed to have accepted the changes to the Orange Money General Terms and Conditions or the Pricing. Any notification of refusal by the User to accept changes to the Orange Money General Terms and Conditions or the Pricing will be considered as a request to close the Orange Money Account.

14. LIABILITY AND EXCLUSIONS

14.1 If the User's mobile telephone company changes or reassigns the User's mobile number for any reason whatsoever, OMCM shall only be obliged to keep the UVs in the Orange Money Account and, if applicable, to transfer the UVs in the said Orange Money Account to the User's new Orange Money Account. If such a transfer is impossible, the UV appearing in the Orange Money Account are to be disbursed to the User.

14.2 Except in the case of mandatory legal provisions stating otherwise, OMCM is not responsible for the actions or omissions of independent Service providers, even if they are approved by OMCM. OMCM shall not be held liable for any dispute that may arise between an Acceptor, a Distributor and a User.

14.3 In line with the texts applicable to its PI status, OMCM remains responsible towards Users and third parties for operations carried out by its Distributors in the course of providing services for which they have been mandated. As such, it is responsible for the integrity, reliability, security, confidentiality and traceability of the transactions carried out by each of its Distributors.

14.4 OMCM shall not be held responsible for losses due to the breakdown or failure of telephone networks, mobile telephone equipment, the Internet or terminals or any shared network, resulting from circumstances beyond OMCM's control.

14.5 OMCM, within the limits set by the regulations in force, shall not be held responsible for any damage suffered by the User unless such damage was directly caused by OMCM. Indirect damages are those that do not exclusively and directly result from the failure of OMCM's services. Indirect damages equally include, but are not limited to, operational losses and commercial prejudices.

14.6 The User is hereby informed that it is their responsibility to ensure, at each Transfer Order initiated, that they have not made a mistake as to the recipient. OMCM shall not be held responsible in case of an error or incomplete information made by the Initiator of a Transaction or a Transfer relating to the beneficiary or his/her mobile number, whether or not it results in the failure of the Transaction or the Transfer.

14.7 OMCM shall not be held responsible, in case an error is made on the amount of the Transfer, to the Receiver. In such a case, the User shall contact the Sender of the Transfer.

15. OTHER PROVISIONS

15.1 The rights and obligations under this Orange Money Contract may not be transferred by the User to any third party.

15.2 OMCM may freely outsource part of its obligations to one or more subcontractors or service providers of its choice but remains responsible for their proper execution.

15.3 Failure by either party to exercise any of its rights shall not constitute a renunciation of these rights.

15.4 The rights under the Orange Money Contract are cumulative and do not exclude any rights resulting from the law.

15.5 If any provision of the Orange Money Agreement is declared invalid by any duly appointed arbitrator, administrative authority or competent court, such invalidity shall not affect the other provisions of the Agreement, which shall remain in force.

15.6 The limits which apply to the number and amount of Transfers or to the total amount of Transfers made per period of time (day, week, month), are the same as those for other Transactions.

16. NOTIFICATION

16.1 OMCM may send information related to the Orange Money Account or the Service via SMS or any other means that leaves a written trace to the address or Mobile Number indicated on the Subscription Form.

16.2 The User shall send any notification to the address indicated on the Subscription Form.

16.3 The User shall notify OMCM of any change of contact information without delay, including any change of residence.

17. DURATION

The Orange Money contract is concluded for an indefinite period of time, and may be terminated at any time by the User or OMCM upon a ten (10) day prior written notice to the other party according to the notification rules set forth in article 16.

18. GENERAL

18.1 The User undertakes to repay any expenses incurred by OMCM in the course of collecting any sum due by the User with respect to the Orange Money Contract.

18.2 A certificate signed by any duly authorised representative of OMCM shall constitute sufficient proof of the amounts owed by the User or to be paid to the User, unless the User provides proof of the contrary.

18.3 The User acknowledges that their recorded data may be used by OMCM. However, they have the right to modify or delete any data concerning them.

18.3 The User acknowledges that information, including personal information, and Transactions shall be recorded and stored for a period of ten (10) years from, as the case may be, the closing of the Orange Money Account or the termination of the Orange Money Contract or the end of the fiscal year during which the Transactions were carried out.

18.4 All copyrights, trademarks, as well as any other intellectual property rights related to the Service or contained in the documents related thereto, belong to OMCM. The User acknowledges that he/she does not acquire any of the aforementioned rights.

19. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

19.1 The Orange Money Terms and Conditions are subject to the Cameroonian law.

The parties shall endeavour to settle amicably any dispute concerning the validity, interpretation or execution of the Orange Money Agreement. In the absence of an amicable settlement within one (1) month from notification of the dispute by one of the parties, the most diligent party shall refer the matter to the Courts of Douala or Yaounde, which shall have exclusive jurisdiction.