GENERAL TERMS AND CONDITIONS OF USE FOR THE ORANGE MONEY SERVICE

PREAMBLE:

These General Terms and Conditions of Use of the Orange Money service (the '**Orange Money Terms**') are set out by Orange Money Cameroun (OMCM) S.A., a public limited company with share capital of 2,464,280,000 (two billion, four hundred and sixty-four million, two hundred and eighty thousand) CFAF, with its Head Office at the ACTIVA Building, Rue Princes de Galles, P.O. Box 4021, Douala-Bonanjo. It is registered with the Trade and Personal Property Credit Register under number CM-DLA-01-2024-B14-00013 and authorised as a Payment Institution by Order No. 000373/MINFI of 5 May 2022.

1. PURPOSE

The following User Terms and Conditions for the Orange Money service, hereinafter referred to as the '**Orange Money Terms and Conditions**', aim to define the conditions for opening and using the Orange Money payment service by Orange Money Account holders.

The signature (handwritten or electronic) of the Subscription Form by the User constitutes a contract between the User and Orange Money Cameroun, of which these General Terms and Conditions form an integral part, and to which the User acknowledges that they fully agree.

2. DEFINITIONS

For the purposes of these Orange Money General Terms and Conditions, the following definitions shall apply:

'**Acceptor**': refers to any natural or legal entity that meets the Acceptor's requirements, holds an active payment account, and has entered into an Acceptance Agreement with a payment institution, authorising them to receive electronic money (EM) in exchange for the provision of various goods and services;

'**Mobile Access**': refers to the mobile phone line provided to the User by a telecommunications company based in Cameroon, enabling the use of the User's mobile phone and access to a mobile network via the SIM card;

'**OM Application**': refers to a mobile app developed by the Orange Group, which features all of OMCM's services and products. To make use of it, the Subscriber must download it onto their mobile phone running on a compatible OS.

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

'**Recharge**': refers to the operation carried out at the request of a User, corresponding to the purchase by the latter of electronic money from OMCM or one of their Distributors, in exchange for prior payment in cash of an amount equal to the nominal value of these UVs, plus any applicable transaction fees;

'**End Customer**' or '**User**': refers to any end user of the Orange Money service who holds an active Orange Money account and who is considered to be the legitimate owner of the UVs registered in such account;

'**Initialisation Code**': refers to the four- (4) digit personal identification number sent to the User by SMS upon subscription to the Orange Money account for the purpose of activating their Orange Money Account;

'**Orange Money Code**' or '**Orange Money Secret Code**': refers to the User's personal identification number which serves as the secret code required to access and manage their 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 payment account, whether or not linked to a mobile phone number, opened in the User's name in OMCM's records, on which the User's UVs are saved and which the they can use to carry out payment transactions;

'**Orange Money Contract**': refers to the agreement concluded between OMCM and the User for the opening of the Orange Money payment account and the use of the Service. The Orange Money Contract includes these Orange Money General Terms and Conditions and the Orange Money Subscription Form;

'**Credit**': refers to any internal transfer (incoming) of funds into the Orange Money account;

'**Debit**': refers to any external transfer (outgoing) of funds from the Orange Money Account;

'**Cash-out**': refers to the operation carried out at the request of a User, corresponding to the transfer of funds by the User to OMCM or a Distributor, whereby the User receives a cash amount equal to the nominal value of these funds, after deduction of any applicable transaction charges;

'**Retailer**' or '**Point of Sale**': refers to any natural person or legal entity holding an active Orange Money account approved by the Distributor, complying with the Retailer's specifications and having signed a Retailer Contract with the Distributor, authorising them to carry out Cash-in or Cash-out transactions;

'**Distributor**': refers to any natural person or legal entity holding an active Orange Money account, complying with the Distributor's specifications and having signed a Distributor Contract with OMCM, authorising them to perform Cash-in or Cash-out transactions;

'**Personal Data**': Any information relating to an identified or identifiable natural person by reference to an identification number linked to their civil status data and to their 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 information necessary for the conclusion of the Orange Money Contract and the User's acceptance of the Orange Money Terms and Conditions;

'**Charges**': refers to any fee or charge payable by the User in connection with the use of the Orange Money Service;

'**CFA F**': refers to the Franc of the African Financial Community, the legal currency 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 or magnetic form, representing a claim on the PI, issued immediately upon receipt of funds equal to the monetary value issued and accepted as a means of payment by natural persons or legal entities other than the PI;

'**Mobile Number**': refers to the mobile phone line provided to the User by a telecommunications company, enabling the use of the User's mobile phone and access to a mobile network via the SIM card;

'**Transfer Order**': refers to orders issued via USSD, SMS, internet, mobile application, card or ATM, to transfer UVs from one Participant to another within the framework of a Transfer, after the issuer has entered the Orange Money Secret Code;

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

'**Identity Document**' or '**Required Identity Document**': refers to the National Identity Card, passport or any other valid official identity document recognised in Cameroon, issued by an authorised authority and bearing the User's picture. The details of the Identity Document are set out in the Subscription Form and in any other document that may be required as part of the Orange Money Service;

'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 the OMCM Customer Care Centre;

'Service' or **'Orange Money Service'**: refers to the services related to the issuance, provision or management of payment instruments or means of payment and the execution of payment orders performed through an Orange Money Account in accordance with the applicable pricing;

'Website': refers to the https://orangemoney.orange.cm website describing the features and Terms of Use of the Orange Money Service;

'SMS' (**Short Message System**): refers to any text message of up to 160 characters sent from one mobile number to another;

'Balance': refers to the value of the funds saved on an Orange Money Account for a User at any given time;

'System': refers to the set of systems and processes operated by OMCM for the provision of the Orange Money service;

'Pricing': refers to the published and regularly updated scale of charges for the use of the Orange Money Account and the Service;

'Transaction': refers to any use of the Service by the User, regardless of its nature, which may result in a Credit or a Debit;

'International Transfer': refers to any transaction enabling a transfer made by a Participant ('the **Sender**') residing outside the CEMAC zone to another User ('the **Recipient**') residing in Cameroon.

'User': refers to individuals with Orange Money accounts.

3. 1. OPENING AN ORANGE MONEY ACCOUNT

3.1 Any holder of a mobile number or any person designated by the holder of a Mobile Access as an end user may apply to open an Orange Money Account and use the Service. Only a business, a non-profit-making legal entity or a member of a regulated profession acting as the holder of the Mobile Access may designate an End User and authorise them to open and use an Orange Money Account in their own name.

3.2 An Orange Money Account can be opened at any OMCM agency, online, or with any Distributor approved by OMCM.

This is subject to the client providing their consent in writing, for example by signing the subscription form or accepting the general terms and conditions.

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

- A valid required identity document for adults;
- A valid identity document or any other valid official document of the parents or guardians for minors and adults under guardianship;
- Any supporting documents requested by OMCM, their Distributors or Agents;
- Any other information or supporting documents required by applicable regulations, particularly those enabling adequate client knowledge for anti-money laundering purposes;
- An active Mobile Access number in the applicant's name;
- Where applicable, an express authorisation from the Mobile Access holder authorising the linking of an Orange Money account to the User's Mobile Access. For this purpose, OMCM may provide appropriate authorisation templates.

3.4 OMCM reserves the right to refuse a request to open an Orange Money Account, particularly if the Identity Document presented is not considered satisfactory, the information provided is incomplete or inaccurate, the User is subject to a prohibition by regulatory authorities, or they pose a high risk in terms of anti-money laundering and anti-terrorist financing rules.

3.5 The User shall enter the Initialisation Code in order to activate their Orange Money Account. They shall then choose an Orange Money Code, which they can change at a later date..

3.6 The account holder authorises OMCM to collect and manage their personal data, including biometric data, for the purpose of operating the BEAC Payment Incident Central Register (CIP), in accordance with its purpose and in compliance with the legal and regulatory provisions governing its operation.

4. OPERATION OF THE ORANGE MONEY ACCOUNT

4.1 The Orange Money Account is a payment account on which the User's available UV funds are saved, and from or to which the User can carry out transfers of UVs.

4.2 The Orange Money Account is an individual account accessible via Mobile Access or a dedicated application.

4.3 The operation and maintenance of the Orange Money Account shall be carried out in accordance with, and be subject to, the monetary, tax, foreign financial relations, embargoes, anti-corruption, anti-money laundering and anti-terrorist financing legislation in force in Cameroon and in any other country in which the User's instructions are executed, as well as any applicable ethical and prudential rules.

4.4 The User may not make a Debit transaction from their Orange Money Account unless they have a sufficient balance in UVs to cover the transaction and any applicable fees. The Orange Money Account may not be in debit, except in cases where a credit facility is in place and being repaid.

4.5 The User expressly authorises OMCM to deduct the amount of any Fee owed by the User, for whatever reason, from the Orange Money Account. This deduction will be made in UVs of a nominal value equal to the amount of the Fee in question. If the deducted UV amount is insufficient, the user remains liable for the unpaid balance, which OMCM reserves the right to recover by any appropriate means.

4.6 In the event of the User's death, the UVs in the Orange Money Account shall be frozen until the estate proceedings have been completed.

4.7 The User can obtain a statement for their Orange Money Account via their mobile phone, the Orange Money app, a website or a dedicated platform. They may also track any transaction they have carried out via the Service by contacting Customer Service.

OMCM shall charge the User for any request for a paper account statement or Balance certificate.

4.8 The Orange Money account may be subject to the recovery procedures and enforcement measures set out in the Uniform Act on the Organisation of Simplified Recovery Procedures and Enforcement Measures, or Third Party Attachment Orders (TPAO). OMCM shall block the funds available on the account up to the amount of the seizure or TPAO carried out.

It is the User's responsibility to take the necessary steps to have the seizure or TPAO on their Orange Money Account lifted.

5. UNITS OF VALUE (UVs)

5.1 The PI is authorised to issue payment instruments in the form of Units of Value (UVs) in exchange for received funds.

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

5.3 UVs are electronic claim securities issued by OMCM, who is responsible for refunding them at maturity.

5.4 UVs are securities evidenced by an entry in an Orange Money Account, and proof of ownership can be provided by presenting an account statement or an SMS from OMCM indicating the Account Balance. OMCM considers the User who holds the Orange Money Account in which the UVs are saved to be their legitimate owner, except in cases of fraud, death, liquidation or dissolution.

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

5.6 The PI shall not pay any interest on the funds received in exchange for UVs.

5.7 A single User's UV holdings may not exceed the maximum amount defined by OMCM in accordance with applicable regulations at any time.

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

5.9 Users have free disposal of UVs from the moment they are entered into their Orange Money Account.

5.10 UVs are freely transferable by sending an authorised transfer order to OMCM from the Orange Money Account in which they are held.

5.11 The maturity of UVs is undetermined. Consequently, OMCM, in its capacity as PI, may at any time refund any UV in circulation, and any User holding UVs may obtain refunding at any time within a period not exceeding three business days.

5.12 Refunding of UVs shall occur without any charges for the holder, except for those strictly necessary for refunding.

5.13 OMCM ensures the safekeeping, clearing and financial servicing of UVs in accordance with the technical specifications of the System. These specifications may vary depending on applicable technical and regulatory constraints.

6. USE OF THE SERVICE

6.1 The use of the Service is governed by these Orange Money General Terms and Conditions.

6.2 The Service can be accessed via the OM Application or any other access channel indicated by OMCM.

OMCM may modify the access channel to the Service at any time, particularly for technical or regulatory reasons, provided that the User is notified in advance by any means.

6.3 OMCM undertakes to implement all necessary measures to enable the User access the Service under the same conditions, and subject to the same constraints and exceptions (especially with regard to confidentiality and coverage) as for Mobile Access.

OMCM also undertakes to implement the necessary measures to ensure the proper operation of the Service and maintain its continuity and quality.

6.4 Use of the Service by the User is inseparable from their Orange Money Account and may only occur through it.

6.5 If the SIM card on which the Orange Money account is based is diverted, damaged, suspended, lost, used without authorisation or stolen, the User must inform OMCM in accordance with these Orange Money General Terms. The User shall remain responsible for all charges and transactions carried out until OMCM receives notification of one of the above events. This notification must be made by calling the dedicated OMCM Customer Service number (8900) and confirmed by sending a letter (delivered against receipt) to OMCM within twenty-four (24) business hours of the call.

6.6 The User agrees to comply with any instructions communicated by OMCM.

6.7 The User accepts that OMCM may communicate or receive personal data or documents concerning them:

- 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 suppliers, vendors, agents, subsidiaries or partners of OMCM for business purposes;
- To improve OMCM's ability to conduct its activities in compliance with applicable legislation and regulations;
- To OMCM's lawyers, auditors or law enforcement officials or courts in connection with any legal proceedings or audits.

6.8 Access to the Service and the Orange Money Account shall be subject to the General Conditions defined by OMCM and in accordance with applicable regulations.

6.9 The User's transaction history may be monitored and/or recorded as part of diligent business conduct, particularly with regard to quality control, training, ensuring the proper operation of the System, and detecting and preventing offences and crimes.

6.10 The Orange Money services are provided within the limits of the account, instrument and payment operation ceilings, as well as the related fees, all of which are set in accordance with the applicable regulations.

These thresholds and charges are communicated to the User at the time of account subscription and are permanently accessible on the Orange Money Cameroun website.

By accepting these General Terms and Conditions, the User acknowledges that they have taken note of and accepted the current thresholds and charges.

7. TRANSACTIONS

7.1 Any Debit to the User's Orange Money Account shall be made via a Transfer Order. The User authorises OMCM to act on the basis of the Transfer Orders received. However, OMCM reserves the right to request written confirmation and supporting documents for any Transfer Order.

7.2 After the opening of the Orange Money Account, the User will be able to carry out transactions related to the payment services described in Article 3 of Regulation 04/18/CEMAC/UMAC/COBAC of 21 December 2018 on payment services within the CEMAC zone.

7.2.1 Upon receipt of a Transfer Order, OMCM is authorised to consider any Transaction as emanating from the holder of the Orange Money Account. Any Transfer Order sent is irrevocable, and OMCM cannot cancel a Transfer Order at the request of the initiating User.

This exception may only be lifted by an enforceable court decision.

7.2.2 Any Transaction not concluded within three (3) days of the Transfer Order will be automatically cancelled, and the User will be notified of this by SMS.

7.2.3 OMCM shall consider the use of the Orange Money Code to validate a Transfer Order as formal and irrevocable proof of the User's intention, unless OMCM has received one of the following prior to this: (i) notification from the User that they wish to block their Orange Money Account because their Orange Money Code is no longer secure; or(ii) notification from the User that their mobile telephone has been stolen or lost, and that they wish to block their Orange Money Account.

7.2.3 OMCM is in no event responsible for the compensation of a Transfer Order. It is the User's responsibility, in particular in the case of a Recharge, to ensure that the Distributor or Point of Sale is able to transfer UVs to their Orange Money Account and, in the case of a Withdrawal, to ensure that the Distributor or Point of Sale is able to pay the cash equivalent of the Withdrawal. Similarly, OMCM is not responsible for any issues relating to Transfer Orders within the framework of a Transaction with an Acceptor. It is the User's responsibility to resolve any such disputes.

7.2.4 In accordance with standard practice, OMCM is authorised to reverse any transaction posted to the payment account as a result of an operational error by its agents or a malfunction of its computer system. The customer will be informed without delay of the reasons for and execution of the adjustment, by any means providing a written record, including SMS.

However, reversal of an erroneous operation dating back more than three (3) months is subject to prior notification to the relevant customer.

7.3 A confirmation will be issued by the System for each transaction. This confirmation will be sent to the User by SMS or another means, showing the updated Balance of the Orange Money Account and detailing the Charges due for the Transaction. These confirmations will help to trace and identify all Transactions carried out on the Orange Money Account.

7.4 Any records kept by the System shall be considered accurate, unless the User can provide proof to the contrary.

8. SUSPENSION AND INTERRUPTION OF SERVICES / CLOSING OF THE 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 notification to the latter and without its liability being incurred in the following circumstances:

8.1.1 OMCM becomes aware or has reason to believe that the Orange Money Account, or the Orange Money Code used in connection with the Service is (or has already been) subject to unauthorised, illegal, incorrect or fraudulent use, or for criminal activities. This is the case when the Orange Money account has been used as an instrument or receptacle in fraud, scam, money laundering, terrorist financing and/or proliferation operations;

8.1.2 The User fails to comply with any of their obligations under the Orange Money Contract;

8.1.3 The User is subject to a banking or judicial ban, or to judicial recovery, liquidation of assets or preventive settlement;

8.1.4 A Supervisory Authority makes a decision relating to the Orange Money Service, such as the withdrawal or amendment of OMCM's Licence;

8.1.5 A regulatory, supervisory or other duly authorised administrative authority requests it;

8.1.6 The User acts (or permits action) with their mobile telephone in a manner that could, according to OMCM, affect or damage the Network or the Service;

8.1.7 For any reason of force majeure and, more generally, beyond the control of OMCM. This includes termination of the mobile number required to access the Orange Money service.

Notwithstanding the foregoing, OMCM will give Users advance notice of any suspension, termination or restriction of the Service whenever possible.

8.2 OMCM shall also proceed with the closure of the Orange Money Account under the following conditions:

8.2.1 Upon receipt of a termination request from the User addressed to the Customer Service by any means providing a written trace;

8.2.2 If the Orange Money Account has been inactive for a period exceeding twelve (12) consecutive months. The exercise of this right shall be subject to notification to the client at least 15 days before its effective date by any means providing a written record, including SMS;

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

8.2.4 Following the liquidation of the User's estate after their death.

8.3 Except in the case provided for in Article 8.2.5 above, upon closure of the Orange Money Account, the UVs appearing in the account will be paid out to the User or Beneficiaries, minus any applicable Charges. To this end, the User or the Administrator of the estate of the deceased User must approach OMCM's Customer Service and provide the necessary documentation to obtain the corresponding cash amount.

8.4 OMCM shall not be liable for any direct or indirect damages resulting from their own actions or omissions, or those of third parties under their responsibility, provided that they have proceeded with the closure or suspension of the Orange Money Account in accordance with this Article 88.

9. PRICING

9.**1** The Pricing published by OMCM includes all Fees due for opening and managing the Orange Money Account, and for using the Service. This pricing is available upon request from each OMCM branch and/or Distributor, as well as on the OMCM website.

9.2 Charges due for each Transaction shall be automatically deducted by OMCM from the number of UVs necessary for their full settlement, without prior notification.

9.3 Charges include Value Added Tax, as well as any other applicable taxes or levies at the applicable rate.

10. SECURITY

10.1 Only one Orange Money Code can be linked to a User's Orange Money Account.

10.2 The User is solely responsible for the proper safekeeping and use of their Orange Money Account, Initialisation Code, and Orange Money Code. They are also solely responsible for all Transactions carried out on their Orange Money Account.

10.3 If the Orange Money Code is lost, the provisions of Article 10.2 shall apply.

10.4 Under no circumstances must the User disclose their Orange Money Code to anyone, including OMCM personnel and, where applicable, the holder of the mobile number that has designated them as the final user.

11. COMMITMENTS OF THE USER

11.1 The user must pay the Charges set out in the applicable Pricing for each Transaction.

11.2 The User is fully responsible for their use of the Orange Money Account, Orange Money Code and Service. Consequently, they undertake to use them in accordance with the Service's technical specifications and contractual conditions.

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

11.4 The User must inform OMCM of any changes to their civil status or other changes to the customer knowledge information (KYC) collected at the time of opening the account.

11.5 The User undertakes to return any UV deposit made to their Orange Money Account in error. If they do not repay, any injured party may take legal action against them.

11.6 The User also undertakes to take all necessary measures to retain the mobile number to which their Orange Money Account is linked.

12. COMPLAINTS

12.1 In the event of a dispute, challenge or dissatisfaction relating to services provided by the PI, the User has the right to lodge a complaint. Complaints may be submitted via one of the following channels:

- By calling the dedicated number: 8900
- By electronic means
- By sending a letter to one of the agencies or to the Orange Money Cameroun headquarters. To this end, the User must fill the complaint form provided by OMCM and ensure that the subject of the complaint is specified.

The full list of complaint escalation channels can be found on the Orange Money Cameroun website and is subject to periodic updates.

Users will be informed about the processing of their complaint by SMS or any other means.

12.2 In accordance with COBAC Regulation R-2020/06, dated 30 July 2020, regarding the processing of complaints from consumers of banking products and services within the CEMAC zone, the timeframe for handling complaints ranges from 01 to 45 business days, depending on the nature and complexity of the complaint.

In any event, this period may not exceed 45 days.

Users who are dissatisfied with how their complaint has been handled, or who have not received a response by the end of the response period, may refer the matter to the Banking Commission by post or email, in accordance with the provisions of COBAC Regulation R-2020/06.

13. TRANSACTION ERROR

13.1 In accordance with common law, the User agrees to return any deposit or transfer of UVs to their Orange Money Account that has been made in error or fraudulently.

For this purpose, they expressly authorise OMCM to block any Orange Money Account of which they are the holder at any time, up to the amount of UVs in question, and/or to debit this amount from the said Orange Money Accounts for the purpose of handling the complaint, when notified of a complaint.

13.2 The User may request the cancellation of any erroneous transfer of UVs from their Orange Money Account.

This must be done no later than twenty-four (24) calendar hours after the transfer was made.

A request to cancel a transfer or erroneous deposit will only be accepted if: (i) it is submitted by the sender or depositor within 24 hours of the deposit during which the error was made; (ii) the recipient is eligible for transfer cancellation; and (iii) the recipient still holds the transferred UVs in their account.

13.3 The following are not eligible for transfer cancellation:

- Merchants
- Commercial SIMs (POS, Callbox, etc.).

Commenté [GK1]: A renseigner conformément à la règlementation

Commenté [ME2]: Je propose de remplacer UV par fonds

- B2C customers who are identified as having commercial usage.

OMCM will assess the follow-up to be given to the cancellation request at its own discretion and will inform the depositor accordingly.

13.4 The complaint may be rejected, in particular, in the following cases:

- The holder of the OM Account used the UV deposit and the available UV balance is insufficient to handle the complaint;
- UVs are deposited to the Orange Money Account of a descendant or ascendant;
- Suspicion of fraud.

13.5 Requests for cancellation must be made via the OM Application, the USSD menu or any other menu indicated by OMCM. Users must enter their secret code and select the erroneous transaction in accordance with the instructions on the chosen menu.

Once the erroneous transaction has been selected, the amount transferred in error will be automatically and immediately frozen. The amount in question shall be automatically returned to the person who requested the cancellation in the following cases:

- The erroneous beneficiary does not hold an Orange Money Account;
- The Orange Money Account that received the erroneous transfer has not carried out any transactions in the last 30 days;
- Mobile access is non-existent.

In the context of this Article, an Active User is defined as any account holder who has carried out at least one transaction within the last thirty (30) days.

An Active User who has received funds by mistake will be sent an SMS inviting them to validate or invalidate the cancellation request.

If they validate the request, the amount transferred by error will be returned to the requestor.

If the erroneous beneficiary rejects or does not respond within 72 hours, the amount shall not be returned to the requestor of the cancellation. OMCM shall submit the case to its mediation body.

Cancellation requests are limited to the last five (5) transactions, at a rate of three (3) transactions per day, five (5) transactions per week, and five (5) transactions per month. OMCM may modify these limits at any time. Users shall be informed by any means, particularly by display or publication on the website.
A cancellation request is not admissible if:

- The Orange Money Account that received the erroneous transfer:

- is inactive, suspended or blocked for any reason;
- has an insufficient balance;
- has reached the Orange Money transaction thresholds;

- The User's Orange Money Account, or the account of the person who received the funds by mistake, has reached the Orange Money transaction threshold;

- The erroneous transaction has already been cancelled;

The User must then report to a branch office.

13.6 The User must refrain from making abusive use of the transfer cancellation functionality described in Article 13.5.

Using this functionality for any purpose other than those set out in Article 13.5 shall be considered abusive.

Such abusive use shall be classified as fraud and sanctioned accordingly pursuant to the provisions of these Terms and Conditions.

13.7 If the User holds several Orange Money Accounts, OMCM may, at any time and without notice, debit UVs from all of the User's Orange Money Accounts for the purpose of recovering any amount owed by the User within the framework of the Service, up to the full amount owed.

13.8 If the complaint is deemed inadmissible or rejected, it shall be the responsibility of the complainant to pursue recovery of their claim against the holder of the Orange Money Account who has unduly benefited from the deposit by legal means.

14. PERSONAL DATA

14.1 Any personal data collected under these Terms will be subject to computer processing, as well as to operations carried out for the purposes of providing the Service and managing the Orange Money Account.

This data is processed by OMCM on its own behalf and on behalf of the relevant Orange Group companies, in accordance with data protection legislation, for the management of Orange Money accounts and, more generally, for the provision of the Service.

The data may also be processed and shared with service providers and partners for the purposes of providing the Service and managing Orange Money accounts, including for the purposes of interaction with Distributors.

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

14.2 OMCM, acting on its own behalf and on behalf of the relevant Orange Group companies, may also communicate information to the competent administrative and judicial authorities when required by law. The User agrees that OMCM, acting on its behalf and on behalf of the relevant Orange Group companies, may send or receive personal information or documents relating to the User:

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

14.2.2 To lawyers, auditors or competent judicial authorities in connection with legal or audit proceedings.

14.3 In accordance with the regulations in force, the User may request access to their personal data, request its rectification or updating, or request its cancellation. They may also, for legitimate reasons, oppose its processing. In the event of objection, it is understood that the User waives use of the Service. The User may exercise their rights of access, rectification, cancellation and opposition to the processing of their personal data free of charge.

14.4 The User authorises OMCM, acting on its own behalf and that of the relevant Orange Group companies, to process, retrieve, use and transfer their personal data for the purposes and under the conditions referred to above.

Commenté [GK3]: A valider et clarifier

14.5 The User also authorises OMCM to:

14.5.1 Use their personal data for direct marketing purposes in order to communicate commercial offers related to the Orange Money Service and commercial offers of its partners used with the Orange Money Service;

14.5.2 Process and communicate said data, after anonymisation, to third parties, including market research and opinion polling institutes, exclusively for the purposes of study and analysis.

14.6 The User may exercise their right to rectification and cancellation by any means providing written trace. OMCM is required to respond to this request within fifteen (15) days of receiving it.

CHANGES TO THE ORANGE MONEY TERMS AND PRICING

15.1 OMCM reserves the right to amend the Orange Money General Terms and Conditions or the Pricing at any time. In the event of a change, the User will be notified one month before the change becomes effective. Such prior notification may be given by any means providing traceability, including publication on the Website. These changes will also be available at OMCM agencies as well as Orange Money Distributors or Points of Sale.

15.2 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 by the User rejecting the changes made to the Orange Money General Terms and Conditions or Pricing will be considered as a request to close their Orange Money Account.

16. LIABILITY AND EXCLUSIONS

16.1 In case the User's mobile network provider changes or reassigns the User's mobile phone number for any reason whatsoever, OMCM shall only be responsible for keeping the UVs on the Orange Money Account and, if applicable, for transferring the UVs from the said

Orange Money Account to a new Orange Money Account for the User. If such a transfer is not possible, the UVs on the Orange Money Account shall be repaid to the User.

16.2 Unless mandatory legal provisions provide otherwise, OMCM is not responsible for the acts or omissions of independent Participants involved in the provision of the Service, even if they are authorised by OMCM. OMCM cannot be held responsible for any dispute that may arise between an Acceptor, a Distributor and a User.

16.3 In accordance with the regulations applicable to its status as PI, OMCM remains responsible towards Users and third parties for the operations carried out by its Distributors as part of the Services for which they have been mandated. OMCM is therefore responsible for ensuring the integrity, reliability, security, confidentiality and traceability of transactions carried out by each of its Distributors.

16.4 OMCM cannot be held responsible for any loss caused by the failure or malfunction of telephone networks, mobile phone equipment, the Internet, terminals or any shared network due to circumstances beyond the control of OMCM.

16.5 Within the limits set by applicable regulations, OMCM shall not be liable for any damage suffered by the User unless such damage is directly caused by a fault on the part of OMCM. Indirect damages are those which do not result exclusively and directly from a failure of OMCM's services. Indirect damage includes, in particular, loss of business and commercial prejudice.

16.6 The user is made aware that they are responsible for verifying that they have not made a mistake when entering the recipient's details for each initiated Transfer Order. OMCM cannot be held responsible for any errors or incomplete information provided by the Sender of a Transaction or Transfer about the beneficiary or their mobile number, whether or not this results in the Transaction or Transfer failing to be carried out.

16.7 OMCM may not be held responsible for any error concerning the amount of a Transfer, within the framework of a Transfer vis-à-vis the Recipient. In such cases, the User should contact the Sender of the Transfer.

17. MISCELLANEOUS PROVISIONS

17.1 The rights and obligations arising from the Orange Money Contract may not be transferred by the User to a third party.

17.2 OMCM may freely subcontract some of its obligations to one or more subcontractors or service providers of its choice but remains responsible for ensuring they are carried out properly.

17.3 Failure by either party to exercise any of their rights shall not constitute a waiver of such rights.

17.4 The rights under the Orange Money Contract are cumulative and not exclusive of any rights arising from the law.

17.5 If any provision of the Orange Money Contract is declared null and void by a duly appointed arbitrator, administrative authority or competent court, such nullity shall not affect the other provisions of the said Agreement which shall remain in force.

17.6 The limits applicable to the number and amount of Transfers or the total amount of Transfers made within a given period (day, week, month) are the same as those applicable to other Transactions.

18. NOTIFICATION

18.1 OMCM may send information relating to the Orange Money Account or the Service to the address or Mobile Number registered on the Subscription Form via SMS or by any other means providing a written record.

18.2 The User must send any notifications to the address indicated on the Subscription Form or via the 'Contact us' section.

18.3 The User must notify OMCM without delay of any change of address, particularly any change of domicile.

19. DURATION

The Orange Money Contract is concluded for an indefinite period and may be terminated by either the User or OMCM at any time, provided ten (10) days' written notice is given to the other party in accordance with the notification rules set out in Article 18.

20. GENERAL PROVISIONS

20.1 The User agrees to reimburse OMCM for any expenses incurred in recovering any amounts owed by the User under the Orange Money Contract.

20.2 A certificate signed by an authorised OMCM representative constitutes sufficient proof of amounts owed by or payable to the User, unless the User provides contrary proof.

20.3 The User acknowledges that the data collected may be used by OMCM. However, the User has the right to modify or cancel their data.

20.3 The User acknowledges that information, including personal information, and Transactions are recorded and stored for a period of ten (10) years from the closure of the Orange Money Account, the termination of the Orange Money Contract or the end of the financial year during which the Transactions were carried out, whichever is applicable.

20.4 All copyrights, registered trademarks and any other intellectual property rights relating to the Service or contained in the related documents belong to OMCM. The User acknowledges that they acquire none of the aforementioned rights.

21. APPLICABLE LAW AND JURISDICTION

21.1 The Orange Money Terms and Conditions are governed by Cameroonian law.

21.2 The parties shall endeavour to amicably settle any dispute concerning the validity, interpretation or execution of the Orange Money Contract.

If an amicable settlement is not reached within one (1) month of the dispute being notified by one of the parties, the User may refer the matter to the National Economic and Financial Committee for mediation.

If mediation fails, the dispute may be submitted to the Competent Courts.

22. ENTRY INTO FORCE

This version of the Orange Money Terms and Conditions shall come into force as of 1 January 2026.