

1. Individuals

Terms and Conditions Governing the Use of EMI Wallet Service by MangoPay Digital

Please read these terms and conditions carefully.

These terms and conditions are legally binding, so please read them through carefully before you accept and agree to them. This agreement becomes effective between the Customer and MangoPay Digital (“the EMI”), and its successors and permitted assigns, at the time of registration of the MangoPay EMI Wallet account.

The EMI wallet account is a digital wallet account that enables you to access your funds and make payments through the mobile wallet via a smartphone-based app.

These terms and conditions and any amendments thereto notified in the manner specified herein (the "Terms and Conditions") set out the rights and obligations of the customer and MangoPay Digital, in connection with your use of the EMI wallet account service, and utilization of all the EMI services through the channels permitted under the EMI Regulations (including but not limited to MangoPay Digital assigned Agents throughout the country, any mobile, internet, phone banking, and IVR (the “Channels”) as may be provided by MangoPay Digital from time to time (the “Services”).

Opening of the “EMI Mobile Wallet” (Account Opening)

The EMI Wallet account may be opened by the Customer through application or by MangoPay Digital designated Agent(s) in the prescribed digital form on the agent’s app with biometric Verisys, or regular Verisys by MangoPay Digital. MangoPay Digital shall be entitled at its sole discretion to accept or reject such applications that do not fulfill the requirements of MangoPay Digital’s policy.

Any person opening or operating an EMI Mobile Wallet is deemed to have read, understood, and accepted these Terms & Conditions.

For the purpose of availing the services, the customer is required to be a mobile user of a Mobile Network Operator (MNO) in Pakistan.

The Customer acknowledges and agrees that only one EMI Wallet account will be opened per CNIC and given mobile number, and the EMI Wallet account limits shall be applicable as per EMI rules and regulations.

Each EMI Wallet account shall possess a distinctive number which will be the same as the mobile number provided by the customer for the use of EMI Wallet account Services, and which shall be quoted in all correspondence with MangoPay Digital relating to the EMI Wallet account and for the purposes of availing the Services.

MangoPay Digital shall make endeavors to preserve the secrecy of the EMI Wallet account of the Customer. Nevertheless, MangoPay Digital may disclose the information if such is required by any investigating agency or any Government agency in accordance with law.

Customer’s Responsibilities and Representations

The customer irrevocably and unconditionally undertakes to ensure the following:

- a) The SIM of the mobile number provided by the Customer for use of EMI Wallet account Services shall be registered in the name of the Customer.
- b) The PIN, security codes, and personal information are kept confidential.
- c) To not let any unauthorized person have access to the mobile phone, the PIN, personal information, and security codes.
- d) To not leave his/her mobile phone unattended. Someone having access to the customer's personal information, security codes, and/or PIN may use it wrongfully.
- e) To not in any circumstances store the PIN or security codes on his or her mobile phone.
- f) To regularly change his or her PIN and security codes and avoid using easy-to-guess passwords and easily available personal information like birthdays, nicknames, mother's maiden name, or consecutive numbers.
- g) To ensure that the mobile or other electronic device being used to access the EMI Wallet account does not contain any spyware, worms, keyloggers, Trojans, etc., that could result in a security breach of the customer's personal information or security codes.
- h) To not under any circumstances give PIN and security codes in response to a voice call on their mobile phone that claims to be from the Bank.
- i) To not under any circumstances enter his or her PIN, security codes, or personal information on any website, link received in an SMS or email, or on any other medium that asks for his or her personal credentials unless a request is initiated by the customer himself.
- j) The customer indemnifies MangoPay Digital from any loss or damage accrued due to any breach of terms and Conditions, negligence or inaction by the customer, or due to any network disruption occurring at the cellular service provider's end.
- k) MangoPay Digital will have the right to block the amount or suspend the account prior to the investigation in case of any fraudulent activity/deposit/transfer intimation is received from any financial institution, investigating agency, or any Government agency in accordance with law.
- l) The customer shall at all times be liable to pay MangoPay Digital for any amount transferred to his EMI wallet account in excess of his rightful ownership, be it due to system error or technical glitch, and MangoPay Digital will also have the right to debit/recover the involved amount from the account of the customer.
- m) The customer shall be solely responsible for any illegal funds transfer and money laundering activity carried out through his/her account.
- n) MangoPay Digital will have the right to suspend the account if any suspicious, unusual transaction is observed in the account during transaction monitoring, and MangoPay Digital will have the right to ask/investigate the transaction details from the customer.
- o) MangoPay Digital shall not be held responsible for any service issue(s) faced by the account holder due to mobile network portability (MNP).

Note: In case MangoPay Digital gets any information regarding the breach of its Terms and Conditions by the Customer, MangoPay Digital shall have the right to close the MangoPay Mobile Wallet account with or without any further notice at its discretion.

2. Merchants

Terms and Conditions Governing the Use of EMI Merchant Wallet Service by MangoPay Digital (PVT.) Limited

Please read these terms and conditions carefully. These terms and conditions are legally binding, so please read them through carefully before you accept and agree to the same. This agreement becomes effective between the Customer and MangoPay Digital (PVT.) LTD (“the EMI”), and its successors and permitted assigns, at the time of registration of the MangoPay Digital EMI Merchant Wallet account. EMI Merchant wallet account is a digital wallet account that enables you to receive payments against goods & services as well as to access your funds and make payments through the mobile wallet via smartphone-based app. These terms and conditions and any amendments thereto notified in the manner specified herein (the "Terms and Conditions") set out the rights and obligations of the customer, and MangoPay Digital, in connection with your use of the EMI wallet account service.

Opening of the “EMI Merchant Mobile Wallet” (Account Opening)

3. EMI Merchant Wallet account may be opened by the Customer through application or by MangoPay Digital designated Agent(s) in the prescribed digital form on agent’s app with biometric Verisys, or regular Verisys by MangoPay Digital. MangoPay Digital shall be entitled at its sole discretion to accept or reject such applications that do not fulfill the requirements of MangoPay Digital’s policy.
4. Any person opening or operating an EMI Merchant Mobile Wallet is deemed to have read, understood, and accepted these Terms & Conditions.
5. For the purpose of availing the services, the customer is required to be a mobile user of a Mobile Network Operator (MNO) in Pakistan.
6. The Customer acknowledges and agrees that only one EMI Merchant Wallet account will be opened per CNIC and given mobile number, and the EMI Merchant Wallet account limits shall be applicable as per EMI Merchant rules and regulations.
7. Each EMI Merchant Wallet account shall possess a distinctive number which will be the same as the mobile number provided by the customer for the use of EMI Merchant Wallet Account Services, and which shall be quoted in all correspondence with MangoPay Digital relating to the EMI Merchant Wallet account and for the purposes of availing the Services.
8. MangoPay Digital shall make endeavors to preserve the secrecy of the EMI Merchant Wallet account of the Customer. Nevertheless, MangoPay Digital may disclose the information if such is required by any investigating agency or any Government agency in accordance with law.
9. Merchant Account will only be used for digital collection of payments against the provision of legitimate goods and services.

Customer’s Responsibilities and Representations

1. The customer irrevocably and unconditionally undertakes to ensure the following:

2. The SIM of the mobile number provided by the Customer for use of EMI Merchant Wallet Account Services shall be registered in the name of the Customer.
 3. The PIN, security codes, and personal information are kept confidential.
 4. To not let any unauthorized person have access to the mobile phone, the PIN, personal information, and security codes.
 5. To not leave his/her mobile phone unattended. Someone having access to the customer's personal information, security codes and/or PIN may use it wrongfully.
 6. To not in any circumstances store the PIN or security codes on his or her mobile phone.
 7. To regularly change his or her PIN and security codes and avoid using easy-to-guess passwords and easily available personal information like birthdays, nicknames, mother's maiden name, or consecutive numbers.
 8. To ensure that the mobile or other electronic device being used to access the EMI Merchant Wallet account does not contain any spyware, worms, key logger, Trojans etc. that could result in a security breach of the customer's personal information or security codes.
 9. To not under any circumstances give PIN and security codes in response to a voice call on their mobile phone that claims to be from the Bank.
 10. To not under any circumstances enter his or her PIN, security codes, or personal information on any website, link received in an SMS or email, or on any other medium which asks for his or her personal credentials until or unless a request is initiated by the customer himself.
 11. The customer indemnifies MangoPay Digital from any loss or damage accrued due to any breach of terms and Conditions, negligence or inaction by the customer, or due to any network disruption occurring at the cellular service provider end.
 12. MangoPay Digital will have the right to block amount or suspend the account prior to the investigation in case of any fraudulent activity/deposit/transfer intimation is received from any financial institution / investigating agency or any Government agency in accordance with law.
 13. The customer shall at all times be liable to pay to MangoPay Digital for any amount transferred to his EMI Merchant wallet account in excess of his rightful ownership be it due to system error or due to technical glitch and MangoPay Digital will also have the right to mark debit/recover the involved amount from the account of customer.
 14. The customer shall be solely responsible for any illegal funds transfer and money laundering activity carried out through his/her account.
 15. MangoPay Digital will have the right to suspend the account in case any suspicious, unusual transaction is observed in account during transaction monitoring and MangoPay Digital will have the right to ask/investigate the transaction detail from the customer.
10. MangoPay Digital shall not be held responsible for any service issue(s) faced by the account holder due to mobile network portability (MNP).

Note: In case MangoPay Digital gets any information regarding the breach of its Terms and Conditions by the Customer, MangoPay Digital shall have the right to close the MangoPay Digital Merchant Mobile Wallet account with or without any further notice as per its discretion.