

## # Draft Terms and Conditions and Privacy Policy for Ecard Tanzania

### ## Executive Summary

You're launching **Ecard Tickets** as a ticketing facilitation service under **Ecard Tanzania** (the platform is not the event owner). Your Terms should therefore (a) clearly state that the **contract for attendance is between the buyer and the organizer**, (b) make organizer refund responsibility explicit, and (c) publish a clear complaints/dispute pathway and fee disclosure consistent with Tanzania's payments consumer-protection expectations for transparent terms, dispute mechanisms, and disclosure of pricing. citeturn5view2

Your Privacy Policy should confirm you process **names and phone numbers** (and any necessary transaction/order metadata), apply Tanzania's data protection principles like lawful/fair processing, minimization, storage limitation, security, and honor data-subject rights including the ability to stop use of data for **direct marketing** and requests for rectification/erasure. citeturn3view0turn2view0turn2view4

Because ticket delivery and notices may be sent via WhatsApp, you should include explicit opt-ins and comply with WhatsApp rules about templates outside the 24-hour window and maintaining a published privacy policy and consents. citeturn1view2

### ## Assumptions and Items to Fill Before Publishing

This draft is designed to be conservative and "plug-and-play," but you should fill these placeholders before publishing:

- **Support contact**: email, phone, address
- **Refund funding time**: replace **[X]** days (recommended default: **7 days**)
- **Payment provider details**: PSP name(s), settlement timing references (if you disclose)
- **Governing law venue**: Tanzania (Dar es Salaam) stated; confirm you want courts vs arbitration
- **Data retention period**: choose a retention schedule aligned with accounting and disputes (keep "as required by law" if unsure)

This is not legal advice and should be reviewed by a Tanzania-qualified lawyer for final enforceability.

### ## Terms and Conditions for Ecard Tickets

**ECARD TANZANIA – TERMS AND CONDITIONS (ECARD TICKETS)**

**Effective Date:** 19 February 2026

**Company:** Ecard Tanzania ("Ecard," "we," "us," "our")

**Service:** Ecard Tickets, a ticketing facilitation platform.

### ### Acceptance of Terms

By accessing or using Ecard Tickets (the “Platform”), you agree to these Terms and Conditions (“Terms”). If you do not agree, do not use the Platform.

#### ### Definitions

- **Organizer / Promoter / Host**: the person or entity creating/listing an event and selling tickets through the Platform.
- **Buyer / Attendee**: a person purchasing a ticket to attend an event.
- **Event**: the activity, show, gathering, or service organized by the Organizer.
- **Ticket**: a digital entry pass (may include a QR code) issued after purchase.
- **Fees**: Ecard platform fees and any payment processing fees (if shown at checkout).
- **PSP**: a payment service provider used to process payments.

#### ### Platform Role and Relationship

1. **Ecard is a facilitator only.** Ecard provides technology to list events, sell tickets, deliver tickets electronically, and support check-in/validation tools. Ecard does **not** own, host, manage, or control events unless explicitly stated.
2. **Buyer–Organizer contract.** The Organizer is the seller of the ticket and the party responsible for delivering the Event as advertised. The ticket purchase creates a relationship between Buyer and Organizer regarding event performance.
3. **Event information.** Event descriptions, venue details, safety measures, schedules, and lineup details are provided by the Organizer. Ecard does not guarantee their accuracy.

#### ### Eligibility and Accounts

1. You must be at least 18 years old or have legal capacity to enter contracts under applicable law.
2. Organizers must have the legal authority to create events and sell tickets, and must comply with all permits, venue rules, and applicable laws.

#### ### Ticket Purchases and Delivery

1. **Ticket issuance.** Tickets are issued only after successful payment confirmation.
2. **Delivery channels.** Tickets may be delivered via the Platform, email, SMS, WhatsApp, or other channels supported at the time. WhatsApp messages may require prior opt-in, and templates may be used where required by WhatsApp rules. `citeturn1view2`
3. **Ticket retrieval.** Ecard may provide a “ticket wallet” or retrieval feature to view and re-send tickets, subject to verification.

#### ### Ticket Validation, Entry, and Fraud

1. Tickets may include a QR code and may be validated at the event entrance.
2. **Single-use enforcement.** A ticket that has been scanned/marked “used” may be denied entry again.
3. **Fraud prevention.** Ecard may suspend, invalidate, or cancel tickets or accounts in cases of suspected fraud, unauthorized transactions, or misuse of the Platform.

#### ### Organizer Obligations

Organizers agree that they:

1. Will provide truthful event listings and promptly update changes (venue, date, lineup, schedule).
2. Will honor their published refund policy and comply with applicable consumer protection laws.
3. Will provide timely responses to refund requests and disputes.
4. Will ensure secure event operations and compliance with legal requirements (including safety).

#### ### Fees, Payment Processing, and Settlement

1. **\*\*Pricing disclosure.\*\*** Ticket prices and any applicable fees will be disclosed at checkout.
2. **\*\*PSP processing.\*\*** Payments may be processed by third-party PSPs, and PSP terms may apply in addition to these Terms.
3. **\*\*Organizer settlement.\*\*** Payout timing and settlement processes depend on the PSP and Ecard's settlement schedules (as applicable).
4. Ecard may withhold, offset, or delay payouts where necessary to address refunds, disputes, chargebacks, or fraud risk.

#### ### Refund Policy (Conservative Organizer-Liability Model)

The Parties agree to the following (Organizer and Buyer acknowledge and accept):

**\*\*Refund Responsibility.\*\*** Organizer is solely responsible for determining and funding refunds for the Event, including cancellations, postponements, venue changes, lineup changes, safety incidents, or any failure to deliver the Event as advertised. Ecard Tickets acts only as an intermediary and processor of Organizer-authorized refunds.

**\*\*Fees.\*\*** Ecard platform fees and payment processing fees are non-refundable except in cases of proven technical error attributable to Ecard or verified fraud/unauthorized transactions.

**\*\*Funding Obligation.\*\*** Organizer must maintain sufficient funds to cover approved refunds and disputes. If Organizer withdraws funds and later refunds are required, Organizer shall reimburse Ecard within **\*\*7\*\*** days of notice.

#### ### Refund Requests Workflow (Operational Summary)

1. Buyers submit refund requests via the Platform (or support channels), providing purchase reference details.
2. Ecard evaluates eligibility (e.g., ticket used/unused, technical payment errors, fraud indicators).
3. Where the Organizer's policy applies, Ecard forwards/records the request for Organizer approval.
4. Upon Organizer approval and confirmed funding availability, Ecard processes refunds through the PSP back to the original payment method where possible.
5. Refund timing may vary by PSP and financial institutions.

#### ### Chargebacks, Payment Disputes, and Unauthorized Transactions

1. **Chargebacks/disputes.** If a Buyer disputes a card transaction or claims unauthorized payment, Ecard may:
  - request evidence from the Organizer,
  - suspend payouts, and/or
  - debit the disputed amount from Organizer balances or future payouts.
2. **Fraud/unauthorized transactions.** Ecard may refund or reverse transactions for verified fraud/unauthorized payments and may disable tickets linked to such activity.

#### ### Communications, WhatsApp, and Notices

1. **Transactional communications** (ticket delivery, event reminders, changes, cancellations, refund updates) may be sent via email/SMS/WhatsApp where enabled.
2. **WhatsApp rules.** Ecard and Organizers must comply with WhatsApp's messaging policies, including template rules outside the 24-hour window and having clear escalation paths for support. [citeturn1view2](#)
3. **Opt-out.** Where messaging laws/policies require, users may opt out of non-essential messaging.

#### ### Privacy

Ecard processes personal data in accordance with its Privacy Policy (published separately). Tanzania's data protection principles include lawful/fair processing, minimization, storage limitation, and security. [citeturn3view0](#)

#### ### Disclaimers

1. **No event guarantee.** Ecard does not guarantee that an Event will occur, that it will match Organizer descriptions, or that entry will be allowed if a ticket is invalid, duplicated, or used.
2. **No revenue guarantee.** Ecard does not guarantee ticket sales performance.

#### ### Limitation of Liability

To the maximum extent permitted by law:

1. Ecard is not liable for Event-related losses (including cancellation, postponement, venue change, lineup change, safety incidents, or Organizer performance).
2. Ecard's total liability for claims arising from the Platform is limited to the platform fees paid to Ecard for the affected transaction(s), unless prohibited by law.

#### ### Indemnity

Organizers agree to indemnify and hold harmless Ecard from claims arising out of: (a) event performance, (b) event safety/compliance, (c) inaccurate event information, and (d) refund obligations not funded by Organizer.

#### ### Suspension and Termination

Ecard may suspend or terminate access for fraud, non-compliance, repeated disputes, illegal events, policy violations, or failure to fund refunds/disputes.

#### ### Changes to Terms

Ecard may update these Terms from time to time. Continued use after updates constitutes acceptance.

#### ### Governing Law and Dispute Resolution

These Terms are governed by the laws of the United Republic of Tanzania. Parties will first attempt to resolve disputes through support channels before pursuing formal legal remedies.

#### ### Contact

**\*\*Ecard Tanzania Support\*\***

Email: e-card@innovare-tech.net

Phone: +255715700411

Address: Dar es Salaam, Tanzania

#### ## Privacy Policy for Ecard Tickets

**\*\*ECARD TANZANIA – PRIVACY POLICY (ECARD TICKETS)\*\***

**\*\*Effective Date:\*\*** 19 February 2026

Ecard Tanzania (“Ecard,” “we,” “us”) operates Ecard Tickets.

#### ### What Personal Data We Collect

We collect and process personal data necessary to deliver ticketing services. This may include:

1. **\*\*Identity and contact data:\*\*** name, phone number.
2. **\*\*Ticket/order data:\*\*** event name, ticket type, ticket status (issued/used), purchase reference and timestamps.
3. **\*\*Support communications:\*\*** messages you send to support, including WhatsApp/SMS/email content where used.
4. **\*\*Technical data (if applicable):\*\*** IP address, device/browser data, logs (used for security and fraud prevention).

We follow data minimization principles (collect what is necessary for stated purposes).  
citeturn3view0

#### ### How We Use Your Personal Data

We use personal data to:

- create and deliver your tickets;
- enable ticket retrieval/resend;
- support check-in/QR validation;
- provide customer support and dispute handling;
- prevent fraud and secure the Platform;
- comply with legal obligations.

#### ### Legal Basis and Fair Processing

We process personal data in line with Tanzania's personal data protection principles, including lawful, fair, and transparent processing; purpose limitation; accuracy; storage limitation; security; and respect for data-subject rights. citeturn3view0

#### ### Sharing and Disclosure

We may share personal data with:

1. **Event Organizers** (so they can manage attendance, entry, and event communications).
2. **Payment providers (PSPs)** to process payments and refunds (Ecard generally does not need to store full card details if the PSP processes payment).
3. **Messaging providers** (SMS/WhatsApp) for ticket delivery and transactional notifications, where you opted in and where permitted. WhatsApp requires you to secure notices/consents and maintain a privacy policy. citeturn1view2
4. **Law enforcement/regulators** where required by law.

We do not sell personal data to third parties.

#### ### International Data Transfers

If we use cloud services or vendors outside Tanzania, personal data may be transferred internationally. Tanzania's PDPA sets conditions for transfers, including consent or necessity for contract performance and safeguards. citeturn1view0turn4view0

#### ### Data Security

We implement technical and organizational measures to protect personal data (access controls, logging, backups, and breach handling procedures). Tanzania's data protection regulations describe security practices such as audit trails, event monitoring, and breach procedures. citeturn4view0

#### ### Data Retention

We retain personal data only as long as necessary for ticket delivery, dispute handling, fraud prevention, and legal/accounting requirements, then delete or anonymize where appropriate, consistent with storage limitation principles. citeturn3view0

#### ### Your Rights

Under Tanzania's data protection law, you may have rights including:

- **Right of access** to your personal data; citeturn1view0
- **Right to prevent processing for direct marketing** (request us to stop direct marketing); citeturn2view0
- **Rectification, blocking, erasure, or destruction** in qualifying cases; citeturn2view4
- Rights to complain to the Personal Data Protection Commission where applicable. citeturn2view4

To exercise rights, contact us using the details below.

#### ### Opt-ins, WhatsApp, and Marketing Preferences

- **Transactional messages** (ticket delivery, critical event changes, refunds) may be sent where necessary for service.
- **WhatsApp updates** require your opt-in and may be subject to WhatsApp's template and timing rules. `citeturn1view2`
- **Marketing messages** (future events/promotions) require separate consent; you may opt out at any time.

#### ### Contact Us

Privacy inquiries and requests:

Email: [privacy@ecard.co.tz]

Phone: [+255 ...]

Address: [Dar es Salaam, Tanzania]

#### ### Policy Updates

We may update this Privacy Policy. The revised version will be posted with a new effective date.

#### ## Recommended Checkout Wording

##### ### Required acceptance checkbox

"I agree to the Ecard Tanzania Terms and the Organizer's Refund Policy."

##### ### WhatsApp ticket delivery checkbox (optional, recommended)

"Send my ticket and important updates (including cancellations/refunds) on WhatsApp."

##### ### Marketing checkbox (separate)

"Yes, I want announcements about future events from Ecard/Organizers. I can opt out anytime."