TERMS & CONDITIONS FOR SAFARICOM'S CORPORATE POSTPAID PLAN

1. APPLICATION OF TERMS AND CONDITIONS

These Terms and Conditions and the details contained in an Order form the contract between Safaricom and the Customer in relation to the purchase and use of the Bundles.

2. DEFINITIONS & INTERPRETATION

2.1 Definitions

In these Terms and Conditions, including section 1 above:

(a) "Bundle" means a Corporate Postpaid Plan as indicated on the Order Form.
(b) "Bundle Price" means the price indicated on the Order Form for a Bundle.
(c) "Charges" means together: (i) the Bundle Price; and where applicable (ii) the Prevailing Tariffs. (d) "Closed User Group (CUG)" means a group of mobile numbers within the same Safaricom billing account that have the CUG Service loaded on their line.
(e) "Content" means any call, data, image or any other material transmitted or communicated through the Services.
(f) "CUG Service" means a supplementary post pay service provided by Safaricom that allows a group of users within an organization to make free local calls, within themselves. This Service does not include data.
(g) "Customer" means the Person whose name and particulars are indicated on the Order Form. (h) "Data Bundle" means a mobile data product: (i) which is used for data services; and (ii) has a fixed validity period; and (iii) which is sold in various defined denominations and capacities. The Corporate Postpaid Plans, which can be purchased by the Customer are listed on the Order Form.
(i) "Deposit" means the monetary sum agreed between Safaricom and the Customer which the Customer may be required to pay to Safaricom as security for performance by the Customer of its obligations under these Terms and Conditions.
(j) "Force Majeure Event" means any happening or event which is beyond the reasonable control of a Party and which affects a Party's performance of its obligations or makes such performance impossible or impracticable in the circumstances. Force Majeure Events include acts of God, riots, war, armed conflict, vandalism, sabotage, civil unrest, acts of terrorism, acts of government or Regulators, fire, power outages, adverse weather conditions.
(k) "Governing Law" means the laws of the Republic of Kenya.
(l) "Offending Material" means any Content whose communication, transmission, storage or hosting is prohibited by Governing Law including Content which is abusive, defamatory, obscene, pornographic, offensive or furthers an illegal act or purpose.
(m) "Order" means a request made by a Customer through an Order Form for the supply of Bundles. (n) "Order Form" means Safaricom's application form or order form for the Bundles which shall be availed by Safaricom to the Customer.
(o) "Preferential Tariffs" means the preferential tariffs for Voice Bundles which are indicated on the Order Form for (i) on-net calls (ii) off-net calls; (iii) local data usage; and (iv)international voice calls to the destinations indicated on the Order Form and marked as Zone A.
(p) "Prevailing Tariffs" means (i) Safaricom's standard rates or charges for charges for Excluded Service (section 4.1(a)) and (ii) Safaricom's standard rates for Services which shall be applied in the circumstances defined in section 3(g), 4.1(f)(ii) and 4.2(c)(ii).
(q) "Recipient" means a Safaricom subscriber.
(r) "Recipient Number" means the Recipient's mobile line (MSISDN) which can be prepaid, postpaid or on a hybrid service.
(s) "Regulator" means the Communications Authority of Kenya (CA) and any other person exercising regulatory, supervisory or governmental authority under Governing Law. (t) "Resources" means the airtime value or defined volume of data allocated to each Bundle. (u) "Safaricom" means Safaricom PLC whose offices are located at Safaricom House, Waiyaki Way, Westlands, Nairobi.
(v) "Services" means any service offered by Safaricom and which can be accessed through a SIM card. (w) "Terms and Conditions" means these terms and conditions including the details submitted by the Customer on an Order.
(x) "Top Up" means the allocation of a Bundle by Safaricom to a Recipient Number as is further described in these Terms and Conditions. The Term "Topped Up" shall be construed accordingly.
(y) "Validity Period" means the validity period for a Voice Bundle or a Data Bundle as indicated on the Order Form.
(z) "Voice Bundle" means a mobile telephony product: (i) which has a fixed validity period; and (ii) which is sold in various defined denominations; and (iii) can be used for voice calls, SMS and data and; (iv) whose usage is billed at a blended rate comprising of Preferential Tariffs and the Prevailing Tariffs depending on the Recipient's usage. The Corporate Postpaid Plans, which can be purchased by a Customer are listed on the Order Form.

2.2 Interpretation

Except where the context otherwise requires:

(a) sections and schedule headings are included for convenience only and will not affect the construction or interpretation of these Terms and Conditions.
(b) any phrase introduced by the words "including", "includes", "in particular", "for example" "such as" or similar shall be construed as illustrative and without limitation to the generality of the related general words.
(c) unless expressly stated otherwise, any reference to a section or schedule is to the relevant section or schedule of these Terms and Conditions.
(d) use of the singular includes the plural and vice versa.
(e) all references to the Parties includes their permitted successors and assigns.
(f) Safaricom and the Customer are each individually referred to as a "Party" and together as "Parties." (g) Where these Terms and Conditions provide for the giving or issue of any notice, consent, approval, certificate or determination, it shall be in writing and the words notify, approve, consent, certify or determine shall be construed accordingly.
(h) References to "on-net calls" or "on-net SMS" means, as the case may be, voice calls or SMS (short message service) made within the Republic of Kenya from one Safaricom subscriber to another. References to "off-net calls" or "off-net SMS" means, as the case may be, calls or SMS (short message service) made within the Republic of Kenya from a Safaricom subscriber to a subscriber of any other telecommunication network. References to "local data" means use of the data capacity allocation in Bundle for data services within the Republic of Kenya.
(i) References to a "Person" includes bodies corporate, firms, partnerships, bodies created under treaty, associations, arms of county and national governments. (j) Prevailing Tariffs can be obtained through the avenues defined in section 6.

3. ELIGIBILITY AND REQUEST FOR THE BUNDLES

(a) The Service is open to all corporate PostPay Safaricom subscribers.
(b) The Customer may request for the Bundles by filing in an Order Form and submitting the Order Form to Safaricom together with (i) the list of the Recipient Numbers which will be Topped Up; (ii) the documentation defined on the Order Form; and (iii) the Deposit (if any).
(c) Once Safaricom has processed the Customer's Order, Safaricom will Top Up the Recipient Numbers on the first day of each month.
(d) Safaricom reserves the right to decline an Order where (i) the Customer has not submitted the specified details or documentation indicated on the Order Form; or (ii) the Customer has not provided any other information or documentation that Safaricom may request for in order to process the Order; or (iii) where Safaricom has reasonable grounds to believe that the details or particulars submitted by the Customer are inaccurate.
(e) The Customer may add, replace or otherwise vary the Recipient Numbers submitted to Safaricom or the selected Bundles by notice to Safaricom. Safaricom will effect the changes on the first day of the month following the request by the Customer.
(f) Safaricom shall not reverse a Top Up. It shall be the responsibility of the Customer to ensure the accuracy of the Recipient Numbers, selection of Bundles and any other details by the Customer on an Order. The Customer shall pay the Charges for any Top Up done on the instructions of the Customer.
(g) Safaricom's performance of its obligations under these Terms and Conditions is subject to the Customer making payment of the Charges under section 9 and observance by the Customer of its other obligations under these Terms and Conditions. Use of Services through Recipient Numbers for any periods that the Top Ups have been terminated or suspended by Safaricom in accordance with these Terms and Conditions shall be billed at the Prevailing Rates.

4. USE OF BUNDLES

Plan	Price	Minutes	Data (GB)	SMS	Add - Ons/Extras
BrowseMore 1,000	1,000	250 Mins	12GB	250 SMS	
BrowseMore 2,000	2,000	500 Mins	40GB	500 SMS	Free WhatsApp- Up to 100Mb usage per month
BrowseMore 3,000	3,000	700 Mins	60GB	750 SMS	
BrowseMore 5,000	5,000	1,500 Mins	100GB	1,000 SMS	Free WhatsApp- Up to 100Mb usage per month FUP- Browse at 1Mbps speeds upon exceeding the allocation, up to a maximum of 150GB Free Closed User Group (CUG)
BrowseMore 10,000	10,000	4,000 Mins	200GB	1,000 SMS	

TalkMore Plans

Plan	Price	Minutes	Data (GB)	SMS	Add - Ons/Extras
TalkMore 1,000	1,000	550 Mins	6GB	550 SMS	Free WhatsApp- Up to 100Mb usage per month
TalkMore 2,000	2,000	1200 Mins	20GB	1100 SMS	
TalkMore 3,000	3,000	1600 Mins	30GB	1500 SMS	
TalkMore 5,000	5,000	3000 Mins	70GB	1500 SMS	Free WhatsApp- Up to 100Mb usage per month FUP- browse at 1Mbps speeds after exceeding the allocation, up to a maximum of 120GB Free Closed User Group (CUG)
TalkMore 10,000	10,000	8500 Mins	130GB	1500 SMS	

4.1 Voice Bundles

(a) In this section 4.1:

References to "Excluded Services" means all Services other than the services specifically indicated in section 4.3 as enjoying the Preferential Tariffs. Excluded Services include international SMS, on-net and off-net SMS, roaming on voice or data, premium rate services, international voice calls to all destinations.

(b) Recipient's Use of Voice Bundles for Excluded Services within the Validity Period and upon the expiry of the Validity Period will be billed to the Customer at the Prevailing Tariffs.
(c) Voice Bundles will be valid for the Validity Period.
(d) The value on a Voice Bundle may be depleted before the expiry of the Validity Period based on the usage of the Voice Bundle. Where the value on a Voice Bundle is depleted before the expiry of the Validity Period, all mobile telephony services used by a Recipient will be billed to the Customer at Safaricom's published tariffs for those mobile telephony services.

4.2 Closed User Group (CUG)

(a) The CUG service is available to all Safaricom Enterprise Customers upon their request.
(b) Customers on the following packages are automatically eligible for the CUG service: i. Corporate Postpaid TalkMore 5000 ii. Corporate Postpaid TalkMore 10000 iii. Corporate Postpaid BrowseMore 5000 iv. Corporate Postpaid BrowseMore 10000
(c) This CUG Service shall be automatically added to any members within the organization with the eligible Corporate Postpaid Plans as listed in the section above. (d) Members enrolled and active on the eligible Corporate Postpaid Plans will enjoy the CUG Service at no additional/extra cost.
(e) Members of the CUG can either be on Safaricom prepay, post-pay or hybrid profiles. (f) Members of the CUG can make unlimited local calls to other members within the CUG group.
(g) The CUG Service cannot be used when roaming.
(h) No deposit shall be required during onboarding onto the CUG Service.
(i) A CUG can have an unlimited number of members with no minimum or maximum. (j) Members in a CUG shall receive SMS notifications when the Service is loaded to their mobile numbers.

4.3 Data Bundles

(a) Data Bundles can only be used for mobile data services.
(b) Data Bundles will be valid for the Validity Period.
(c) Data Bundles will expire at the end of the Validity Period and there shall be no roll over of unused Resources at the end of the Validity Period.
(d) Recipient's use of Data Bundles for Excluded Services that can be accessed through a Data Bundle will be billed to the Customer at Safaricom's published rate or published tariff for the Excluded Services.
(e) The capacity allocated to a Data Bundle may be depleted before the expiry of the Validity Period based on the usage of the Data Bundle. Where the value on a Data Bundle has been depleted, all data services used by the Recipient will be billed to the Customer at Safaricom's published tariff for these data services.
(f) For plans with FUP, Recipients will use the Resources up to the Fair Usage Policy limit indicated in the Order Form after which any other usage within the validity period will be at the reduced speeds indicated in the Order Form, up to the maximum allocated FUP resources All usage after the maxium allocated FUP resources shall be at the respective out of bundle rates, or in-bundle rates if the customer subscribes to a bundle.

4.4 All usage by the Customer outside these plans shall be at the respective out of bundle rates.

4.5 Offending Material

The Customer shall not transmit or transact in any Offending Material. The Customer shall notify Recipients that they must not transmit or transact in Offending Material and the Customer shall be responsible for ensuring that the Recipients comply with this provision.

4.6 Transfer of Bundles

Bundles cannot be transferred from one Recipient Number to another Recipient Number or to any other Safaricom subscriber number. Bundles or any unutilized value, minutes, SMS's or data capacity on a Bundle cannot be redeemed for cash or airtime and cannot be offset against the Charges.

4.7 Loyalty Points

The Customer will earn points under Safaricom's Bonga loyalty program through the Recipient's use of the Bundles. Loyalty points earned by usage of Bundles will be allocated to the Customer's account.

4.8 Recipients

It shall be the responsibility of the Customer to notify the Recipients of the provisions of these Terms and Conditions and where applicable, to put in place any measures that the Customer may consider necessary to monitor or manage the use of the Bundles and all other Services.

5. SIM CARDS

The Customer shall not modify or attempt to modify SIM card issued by Safaricom to the Customer or otherwise tamper or attempt to tamper with the SIM Card in any manner. The Customer shall inform Safaricom as soon as it is reasonably practicable after the Customer becomes aware that a SIM card is lost or stolen. Such notification shall not excuse the Customer from its obligations to pay the Charges incurred through the use of the lost or stolen SIM card.

6. CUSTOMER CARE AND SUPPORT

A Customer may contact Safaricom for assistance with any issues related to their account with Safaricom by calling the number 200, or by sending an e -mail to advantage@safaricom.co.ke or by contacting the customer's designated account manager or relationship manager.

7. SERVICE DELIVERY

Safaricom will deliver the Services in a professional and workman-like manner and shall resolve all matters raised by the Customer within a reasonable period.

8. SERVICE AVAILABILITY

8.1 The quality and availability of Services may be affected by factors including Force Majeure events, maintenance or other works on Safaricom network. Where faults or interruptions in the Services are attributable to Safaricom, Safaricom will remedy the fault or interruption on a best effort basis. Browsing speeds for Data Bundles are dependent on the network connectivity available at the time, which can either be 2G,3G or 4G. Browsing speeds can be impacted by a number of factors including software and applications used for uploading and/or downloading files (such as Peer to Peer file sharing applications e.g. Torrent clients) or spamming, virus activities, spywares and/or malwares on a device.

8.2 Safaricom may, upon notification to the Customer suspend the Services for any period during which:

(a) Safaricom is required to comply with an order or instruction of or on recommendation from the government or a Regulator or other competent authority;
(b) Safaricom is investigating an alleged violation by the Customer of its obligations under these Terms and Conditions or misuse of Bundles or other Services accessed through the Recipient Number.

9. CHARGES & PAYMENT TERMS

9.1 In consideration of Safaricom providing the Bundles and all other mobile telephony services that are accessed through a Recipient Number, the Customer hereby agrees to pay the Charges.

9.2 Safaricom shall send an invoice for the Charges to the Customer each month. Safaricom will send the invoice by e-mail to the e-mail address availed to Safaricom by the Customer on the Order Form or as otherwise notified by the Customer to Safaricom. An invoice shall be deemed to have been delivered to the Customer once Safaricom sends the invoice by e-mail and does not receive any notification that the delivery of the-mail to the Customer has failed.

9.3 The Customer shall make payment of the Charges within thirty (30) days from the date of receipt of Safaricom's invoice in respect of the Charges.

9.4 If the Customer fails to make payment of the Charges in accordance with section 9.3. then without prejudice to Safaricom's other rights and remedies under these Terms and Conditions and under the Governing Law, Safaricom reserves the right to suspend all Top Ups until the Customer makes full payment of the Charges.

9.5 If the Customer disputes any of the Charges on any invoice, the Customer shall pay the undisputed amounts and submit to Safaricom a notice in writing of the disputed amount within seven (7) days from the date of receipt of the invoice providing the reasons for the dispute, and if possible, how much the Customer considers is due. The Parties shall use reasonable efforts to amicably settle the dispute. It shall be the responsibility of Safaricom to produce records detailing the usage of the Services in relation to which the dispute arose and such records shall, in the absence of manifest error be deemed to be a proper and final record of the transactions in relation to which the dispute was raised.

10. EVENTS OF DEFAULT AND TERMINATION

10.1 Termination for Breach by either Party

A Party ("Non-Defaulting Party") shall have the right to terminate these Terms and Conditions immediately by written notice to the other Party ("Defaulting Party"), and such notice shall be effective immediately upon service to the Defaulting Party if:

(a) the other Party is in breach of any of its obligations under these Terms and Conditions and either that breach is incapable of remedy or that other Party has failed to remedy that breach within thirty (30) days after receiving written notice requiring it to remedy that breach; or (b) the other Party is unable to pay its debts or becomes bankrupt or insolvent or an order or an application is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs.
(c) a Force Majeure event under section 10.5 below persists for more than thirty (30) days from the date the Party invoking the Force Majeure provisions notifies the other Party of the occurrence of the Force Majeure event.

10.2 Termination by Safaricom

Safaricom shall be entitled to terminate these Terms and Conditions by serving notice of immediate termination to the Customer where Safaricom has been instructed to cease providing the Service by a Regulator or by any other competent authority.

10.3 Termination for Convenience

A Party may terminate these Terms and Conditions without cause by serving thirty (30) days' notice of termination on the other Party. 10.4 Consequences of Termination

(a) Safaricom shall not provide the Bundles to the Customer upon expiry of the notice period provided in the notice of termination issued by Safaricom or the Customer or immediately on receipt of the notice where no period has been provided.
(b) Termination will not affect any accrued rights or liabilities of any party at the date of termination.
(c) The Customer shall pay all outstanding and undisputed Charges.
(d) Where applicable, Safaricom will refund the Deposit (if any) without interest and less any interest charges for late payment or other deductions which Safaricom is entitled to charge to the Customer under these Terms and Conditions.
(e) The use of all Services from the date of termination of the Agreement shall be billed at the prevailing published rates. exclusive of the rights or remedies provided by Governing Law. The failure by a Party to enforce at any time or for any period any one or more of the provision of these Terms and Conditions shall not be a waiver of such provisions or a waiver of the right at any time to enforce such provision.

10.5 Force Majeure

(a) The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, these Terms and Conditions in so far as such inability arises from an event of Force Majeure, PROVIDED THAT the Party affected by such an event has taken reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out its obligations under these Terms and Conditions.
(b) A Party affected by an event of Force Majeure shall notify in writing the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

11. CONFIDENTIALITY

11.1 In this Agreement, "Confidential Information" means (i) any information which can be used to personally identify a Recipient ("Personal Data"); (ii)any information that has been marked as confidential or whose confidential nature has been made known by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Confidential Information does not include information which: (i) except for Personal Data, is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; or (iv) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.

11.2 The Receiving Party shall only disclose Confidential Information to its personnel and professional advisors (i) who have a need to access such Confidential Information solely for the purpose of fulfilling their obligations under these Terms and Conditions or their professional obligations to the Receiving Party, and (ii) have been advised of the obligations of confidentiality and are under obligations of confidentiality to the Receiving Party. Subject to the provisions of section 13, the Receiving Party shall not otherwise use or disclose to any person, firm or entity any Confidential Information of the Disclosing Party without the Disclosing Party's express, prior written permission.

11.3 Each Party shall exercise at least the same level of care to protect the other's Confidential Information as it exercises to protect its own Confidential Information of a similar nature but in no event less than reasonable care, except to the extent that applicable law or professional standards impose a higher requirement.

12. PRIVACY, DATA USAGE AND PROTECTION

12.1 Data Protection. During the performance of this Agreement, it may be necessary for Safaricom to transfer, process and store billing and utilisation data and other data (including personal information) necessary for the provision of the Services and its other obligations under this Agreement. You hereby consent to Safaricom's (a) transfer (including to its Affiliates and relevant third parties), storage and processing of such data; and (b) use of such data for its own internal purposes, for the performance of this Agreement and as allowed or required by law.

12.2 Data Privacy. Safaricom is committed to respecting and protecting the privacy of the information we collect from you in compliance with the applicable laws and obligations on data use and privacy. Our privacy statement, as updated from time to time, explains how we treat your personal data and protect your privacy when you use our Service and can be found on https://www.safaricom.co.ke/images/Downloads/Terms_and_Conditions/C1_Safaricom_Data_Privacy_Statement.pdf . Any update or amendment to these Terms and Conditions including privacy terms will be available on the Safaricom website www.safaricom.co.ke and will take effect from the date of notification of the update or amendment..

13. NOTICES AND NO WAIVER

13.1 Any notices for purposes of legal proceedings will be served at the addresses indicated on the Order Form or through the contact details indicated on the Order Form. Notices served in accordance with this section 13.1 will be deemed to have been received: (i) if forwarded by e-mail immediately upon the successful transmission of the notice by e-mail; (ii) if notices are sent by registered post within five (5) Business Days after mailing the notice by registered post; (ii) if hand-delivered upon acknowledgement of the delivery by the Party to whom the notice is to be served. "Business Day" for the purposes of this section 13 means Monday to Friday between the hours of 0900 and 1700, excluding public holidays.

13.2 For avoidance of doubt, the provisions of this section13 shall not apply to the delivery and receipt of invoices for the Charges. Delivery and receipt of invoices shall be done in accordance with the provisions of section 9.

14. SUBCONTRACTING

14.1 Assignment:

A Party shall not assign the rights or obligations created under these Terms and Conditions without prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

14.2 Subcontracting

Safaricom shall be entitled to subcontract all or any part of these Terms and Conditions to competent subcontractor(s) PROVIDED ALWAYS THAT Safaricom remains responsible to the Customer for all actions, omissions and representations of the subcontractors.

15. NO LIABILITY

Safaricom will not be liable to the Customer for any losses (including direct losses, indirect losses or consequential losses of any nature) or for any damage or any injury suffered by the Customer arising from or in connection with: (i) the purchase and use of the Bundles including any delays in effecting Top Ups; (ii) downtime or delays in Safaricom's network or failure of Safaricom's network.

16. GOVERNANCE

Each Party represents to the other Party that all consents, approvals, permits or authorizations required under Governing Law or under the constitutional documents of a Party to enable a Party to lawfully perform its obligations hereunder have been obtained or made and are in full force and effect

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and that each Party will maintain such approvals, permits registrations and authorizations for as long as these Terms and Conditions are in effect.

17. DISPUTE RESOLUTION

17.1 The Parties shall use their best efforts to settle amicably any dispute arising from or in connection with these Terms and Conditions.

17.2 If the dispute has not been settled amicably within thirty (30) days (or such longer period as may be agreed upon between the Parties) from when the dispute resolution process was instituted, the dispute shall be brought before the courts of Kenya.

18. ENTIRE AGREEMENT

These Terms and Conditions contain the whole agreement between the Parties relating to the subject matter of these Terms and Conditions. These Terms and Conditions shall not be varied or cancelled, unless such variation or cancellation shall be expressly agreed in writing by the Parties.

19. SEVERABILITY

If any provision in these Terms and Conditions is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable, the Parties shall amend that provision in a manner that achieves the intention of the Parties without the illegality or alternatively the offending provision may be severed from these Terms and Conditions by agreement of the Parties and the remaining provisions of these Terms and Conditions shall remain in full force and effect.

20. CUMULATIVE REMEDIES & NO WAIVER

The rights and remedies contained in these Terms and Conditions are cumulative and not

21. RESERVED RIGHTS

Safaricom may discontinue all or selected Bundles upon notice to the Customer PROVIDED THAT Safaricom shall not cancel any Bundles before the expiry of the Validity Period.

22. GOVERNING LAW

These Terms and Conditions and the performance of the Parties obligations shall be subject to and interpreted in accordance with the Governing Law.