

TERMS AND CONDITIONS FOR SAFARICOM TELECOMMUNICATIONS ETHIOPIA 4G BUSINESS INTERNET POSTPAID SERVICE FOR ENTERPRISE CUSTOMERS

Welcome to Safaricom.

These Terms and Conditions govern and provide information on the use of 4G Business Internet postpaid Service (“**the Service**”) and constitute an agreement between You (Customer) and Safaricom when You use this Service.

By using the Service, it means You have read, understood, and accepted the terms and conditions set out herein.

1. Definitions

For the purposes of these Terms and Conditions:

- 1.1 “**Customer Premise(s) Equipment (“CPE”)**” means telecommunication equipment that is used to access the internet or access services on a Safaricom network, whether directly or indirectly connected to the network
- 1.2 “**Connection Charge**” means the once-off fee paid by You for the activation of a SIM Card to Use the Products and Services as set out in the Tariff Guide.
- 1.3 “**Enterprise Base Tariff**” means the default rate per second, per SMS or per Megabyte (MB) that applies to an Enterprise customer for making voice calls, sending SMS messages, or browsing the web without purchasing a bundle.
- 1.4 “**MiFi Device**” or “**Device**” means a portable wireless router that acts as a mobile hotspot for other devices such as a smartphone, computer, tablet, etc.
- 1.5 “**Package(s)**” means the Postpaid 4G Business Internet Package offered by Safaricom.
- 1.6 “**Safaricom**” “**we**” or “**us**” means Safaricom Telecommunications Ethiopia PLC.
- 1.7 “**Data SIM card**” means a Safaricom SIM Card which You can only use to access the 4G Internet service.

2. Eligibility

- 2.1 The Service will be available to all new and existing Safaricom Postpaid Enterprise customers
- 2.2 You must have an active Data SIM card to use the Service
- 2.3 You shall be required to register the Data SIM card and to go through the Know Your Customer (KYC) vetting process in line with the SIM Card Registration Directive.

3. The Service

- 3.1** The Service allows You to access the internet within Safaricom's 4G coverage areas using any 4G enabled Devices. It also enables You to hot spot other devices.
- 3.2** Safaricom will advise You on which areas it currently has coverage upon Your purchase of the Service and will also provide an update at Your request as it expands its coverage on our retail stores and website.
- 3.3** You can be assigned as many Data SIM cards based on the set limits per customer segmentation as determined by Safaricom at its sole discretion.
- 3.4** Information about the Service is available on our website (www.safaricom.et), at Safaricom or retail/dealer shops. Safaricom might change the prices, and we will inform You on our website or at retail/ dealer shops if we do so.
- 3.5** Restrictions
 - 3.5.1** You will not be able to make voice calls and send SMS with the Data SIM card. However, You can receive voice calls and SMS through it.
 - 3.5.2** You cannot access the Service when roaming

4. Welcome Offer

- 4.1** The Data SIM card may come with a welcome offer determined by Safaricom, however, please note that we may discontinue our welcome offer at any time at our discretion.
- 4.2** The welcome offer is a one-off (non-recurring) offer.
- 4.3** The welcome offer will carry a validity period of thirty (30) days and will not roll over to the next month.
- 4.4** The welcome offer is non-transferable and cannot be used for roaming.

5. How to Join and Use the Service

- 5.1** You shall submit a written request for the Service and indicate the number of SIM cards and Packages that shall be allocated to each Data SIM card.
- 5.2** The Service shall be automatically activated at the time of onboarding and upon successful registration of the SIM cards on the Safaricom network.
- 5.3** You shall be required to pay for Connection Charge and the Package.
- 5.4** Activated SIM cards will be delivered to You through the sales agent or availed for collection from retail stores or at our enterprise partner's or distributor's stores.

- 5.5** Once payment is made, the Service shall be activated on the Data SIM cards.
- 5.6** You may provide a primary number at the time of onboarding of the Service which will be connected to the Data SIM card. The primary number will enable You to query Package balances bought by You and/or buy a different data package(s) for the Data SIM card.
- 5.7** The primary number shall receive Package utilization notification through SMS.
- 5.8** Key Contact person
- 5.8.1** You shall designate a key contact person to receive notifications regarding the activation of SIM cards or other service-related inquiries, such as bill reminders. These notifications may be sent via email and/or SMS.
- 5.8.2** The key contact person can be changed/replaced by You at any time at Safaricom shops or assigned dealer shops upon verification of SIM card ownership. Changes made to the key contact person will take effect immediately.
- 5.8.3** The primary number can be changed/replaced by the key contact person at any time via the USSD menu, at Safaricom shops or assigned dealer shops upon verification of SIM ownership. Changes made to the primary number will take effect immediately.
- 5.8.4** If key contact person re-assigns a different primary number via the USSD menu, Package utilization notification will be sent to the other number assigned. Safaricom will not be liable for any changes made on USSD.
- 5.8.5** For auto-renewal/recurring/ purchases, the key contact person can change the SIM card list or the Package by sending written instructions to Safaricom and indicating the change required. Changes will be effected on the first day of next month.
- 5.8.6** If You don't provide written instructions for any changes regarding Packages, You will be fully liable for any costs incurred from the Service. Any instruction of Your key contact person fully presumed to represent the instructions and interests of You.

6. Postpaid 4G Business Internet Packages

- 6.1** The Package shall be monthly auto-renewal (recurring), and resources associated with the Package will be issued at the beginning of the month.
- 6.2** Package resources shall have a monthly validity period (i.e., 28, 29, 30 or 31 days) according to the Gregorian Calendar as applicable) and they do not roll over to the next month. Any unutilized package resource will be automatically exhausted after the elapse of the validity period.

- 6.3 Safaricom shall notify You at 10MB, 50MB,1000MB, and 5000MB Package utilization and upon exhaustion of Package. The Usage thresholds may be amended or changed by Safaricom from time to time without prior notice to You.
- 6.4 You cannot transfer the Package to another SIM card.
- 6.5 The Data SIM card can only have one 4G Business Internet Package at any given period.
- 6.6 Multiple Package subscriptions shall not be allowed. You shall be required to unsubscribe from Your existing Package to subscribe to a new one.
- 6.7 If You exhaust Your Package before the end of the subscription period, You can buy any of the available Packages against the set credit limit.

7. MIFI Device, CPE and the 4G Business Internet SIM Card

- 7.1 You can use the Data SIM card in MIFI Devices, routers, POS devices, ATMs, GPS trackers, sensors or any device that has a SIM slot.
- 7.2 You can buy the enabling devices (MiFi or CPE) and/or the Data SIM card from all available EBU channels including Safaricom shops, Safaricom Dealer stores and the Enterprise business shop (at HQ). Purchase of the MiFi devices or CPEs shall be upfront.
- 7.3 Safaricom Devices (WIFI and CPE) will be locked to the Safaricom network, meaning that they cannot be used on any other network.
- 7.4 The Device (s) shall be subject to the warranty provided by the manufacturer. Safaricom will support Your warranty claim in line with the manufacturer's warranty terms and conditions
- 7.5 Safaricom shall however not support any out of warranty claims other than those provided by the manufacturer.

8. Payment Terms and billing

- 8.1 Payment for the usage of the Service shall be on a monthly basis.
- 8.2 If You subscribe to the Service at any time after the first day of the month, the charges for that month will be adjusted proportionally.
- 8.3 Unless otherwise specified by us:
 - 8.3.1 You may be required to pay a deposit for the Service in line with our credit policy. The amount of the deposit and how it shall be paid will be communicated to You at the point of sale. Deposit shall be billed and be payable immediately upon Your acceptance of the Customer Service Application Form for Use of the Products and Services

- 8.3.2** Deposit and Connection Charges shall be billed and be payable immediately upon Your acceptance of the Customer Service Application Form for Use of the Products and Services
- 8.3.3** Monthly Subscription Charges shall be billed and payable monthly.
- 8.3.4** Usage charges in respect of the Products and Services shall be billed monthly in arrears, in accordance with the Safaricom Tariff Guide.
- 8.4** Bills shall be available in either paper or digital format in Amharic and in English. We may provide translation in one or more official regional working languages of Ethiopia as requested
- 8.5** Bills shall be paid by You within thirty (30) days from the date of issuance thereof by Safaricom.
- 8.6** Upon Your request Safaricom shall provide You with a detailed billing statement, showing You the description of the charges which You have been billed for. Billing queries shall be submitted to billing@safaricom.et or via the Enterprise USSD channel.
- 8.7** Any exceptions or objections to the charges must be advised to Enterprisesupport@safaricom.et. If we do not receive exceptions or objections from You within five (5) working days from the billing date, then the bill amount shall be deemed to be correct
- 8.8** You may make payment by cash, cheque, mobile money and/or bank transfer as applicable or any other channel and communicated by us. All cheques should be drawn in favor of: **Safaricom Telecommunications Ethiopia PLC.**
- 8.9** If we do not receive Your timeous payment of any bill and/or have not received any objection to the billed amount, then we may:
- suspend Your access to the products and services.
 - charge interest on the unpaid amount at a rate of the maximum lending interest rate charged by the Civil Code of Ethiopia from time to time.
 - institute actions such as instituting debt recovery proceedings for the recovery of the debt; and/or
 - hold all cost incurred by Safaricom in recovering any outstanding payments from You to Your account until we receive payment in full.
- 8.10** If Your number has been suspended due to non-payment, then next month Packages shall not be allocated. Once payment is made and Your account regularized, then the normal allocation of Packages shall continue.
- 8.11** We reserve the right to set off any sums owed by You under this Agreement against any deposit under this Agreement or any other agreement with You.

8.12 You will be responsible for all the applicable charges for using the Products and Services whether the Use of the Product and Services occurred through You or someone else with or without Your authority or knowledge.

8.13 Safaricom may impose monetary limits on the maximum value of the total charges You may incur in relation to the Services provided by Safaricom during any billing period. Should You exceed such maximum value then Safaricom may suspend the Services to You until the value of such maximum amount as well as any other charges that may be due, have been paid in full.

9. Upgrade/downgrading of Packages

9.1 You can upgrade and downgrade Your Packages through written communication to Safaricom through the account manager as well as letters through our retail shops.

9.2 Upgrading of Packages shall only be done after You have paid any outstanding bills for the respective month.

9.3 The upgrade or downgrade will be implemented at the beginning of the next billing cycle

10. Suspension of the Service

10.1 Safaricom may suspend the Service

- upon receipt of a lawful instruction from a relevant Authority and/or otherwise to comply with applicable laws; and
- During maintenance, modification, repair, and testing of the Safaricom network in order to protect the network's functionality, security, and integrity. Safaricom will make reasonable efforts to notify You of these suspensions in advance but may be unable to do so in emergency situations.

10.2 If You fail to pay Your bill within thirty (30) days after its issuance the Service will be suspended. You will not be able to use these resources until You clear all outstanding bills.

11. Service deactivation/termination

You may terminate the service as follows

11.1 By communicating to Safaricom in writing through Your account manager or visiting a Safaricom shop.

11.2 Upon termination of the Service, You shall be allowed to consume any unutilized Packages for the remaining part of the month if the resources are still valid (i.e., not expired).

You shall be required to settle any outstanding payment at the time of termination. Safaricom reserves the right to settle the outstanding payment from Your deposit.

12. Out of Bundle (OOB) Usage

12.1 If You exhaust the Package and continue accessing the internet without purchasing an additional Package or when Your Package expires, Out of bundle (OOB) rates shall automatically apply up to the credit limit.

12.2 To manage Your data usage, You may deactivate OOB usage at the time of onboarding or at any time through USSD

12.3 The Enterprise Base Tariff will be available on our website at www.safaricom.et, in retail stores and at Distributor's stores.

13. Restrictions on Access to and Use of the Service

13.1 You must access and use the Service only in accordance with this agreement and any applicable law and policy as may be introduced over a period of time.

13.2 You must neither use the Service in any manner or for any purpose other than as set out in these Terms and Conditions, nor negligently or intentionally permit any other person to do so.

13.3 You must not attempt to or charge any person a fee to access the Service without authorization from Safaricom. You must not permit, facilitate, or condone any other person conducting any of the prohibited activities in this clause, whether using Your Equipment or otherwise.

14. Privacy

14.1 Safaricom ensures the minimum legally protected personal information collected on the basis of necessity based on the KYC processes

14.2 How Safaricom processes Your personal information is detailed fully in the Privacy Policy available on our website at www.safaricom.et.

15. Extension of postpaid Terms and Conditions

15.1 These terms and conditions are supplemental to and subject to the published Safaricom General Postpaid Terms and Conditions.

15.2 All general provisions applicable to postpaid Services under the Postpaid Terms and Conditions shall apply to these Terms and Conditions.

15.3 Safaricom reserves the right to amend or vary these terms and conditions or to withdraw from the Services at any time. In any of these events, notice will be given via media advertisements including at Safaricom's discretion on www.safaricom.et and will be effective immediately or as at the date referred in such notifications.