

SAFARICOM POSTPAID TERMS AND CONDITIONS FOR ENTERPRISE CUSTOMERS

Welcome to Safaricom

These terms and conditions govern and provide information on the Use of Postpaid Products and Services and constitute an Agreement between you (Customer) and Safaricom when using these Products and Services. By using the Service, it means You have read, understood, and accepted the terms and conditions set out herein.

1. Definitions

- 1.1 **Agreement"** means the contract between you and us, made up of these terms and conditions, including the Customer Service Application Form, any special terms and conditions which apply to specific Postpaid Products and Services, Tariff Guide, and any policies or procedures published on our website, which may be varied by Safaricom from time to time.
- 1.2 **"Application Form"** means the form completed by you requesting access to the Products and Services which forms part of this Agreement.
- 1.3 **Connection Charge"** means the once-off fee for the activation of a SIM Card to Use the Products and Services set out in the Tariff Guide.
- 1.4 **"Consumer Code"** means a Code of conduct which reflects the rights of our Consumers when using our Products and Services, and the process to follow when they are unhappy with our Products and Services and how we serve them.
- 1.5 **Credit Limit"** means the maximum amount of credit available to you to Use the Products and Services.
- 1.6 **Deposit"** means the amount to be deposited by you with Safaricom based on your selected Credit Limit to secure your payment obligations in respect of this Agreement. The Deposit shall remain the same for the duration of the Agreement if there is no change in your Use of the Products or Services.
- 1.7 **"Enterprise Customer/s"** means duly registered businesses, companies, and organizations, including but not limited to government entities, embassies, and NGOs who Use Products and/or Services.
- 1.8 **"Equipment"** means the cellular telephone handset, accessories, SIM Card, starter packs, routers, switches, PABXs, and any other items connected to the Products and Services via your mobile number.
- 1.9 **"Mobile Money"** means monetary value stored virtually (e-money) in an account associated with a SIM card which allows users to store, send and receive money using their mobile phone.

- 1.10 “Monthly Subscription Charges”** means the monthly recurring charges payable for use of the Product and Services in line with the selected Plan.
- 1.11 Mobile Number”** means the service number issued to you after you are successfully registered on our network. This number is unique to you and shall be the number that we identify you with.
- 1.12 “Postpaid”** means the Product and Services in terms of this Agreement that requires you to pay after you Use the Products and/or Services at the end of each billing cycle.
- 1.13 “Products and Services”** means basic voice, short message service (“SMS”), data, voice mail, international dialing, international roaming, and/or any other product and services that Safaricom makes available to you from time to time in terms of this Agreement.
- 1.14 “Regulatory Authority”** means the Ethiopian Communications Authority or any similar authority that is established in the future to perform or take over the functions of the Ethiopian Communications Authority.
- 1.15 “Safaricom” or “we” or “us” or “our”** means Safaricom Telecommunications Ethiopia PLC.
- 1.16 “SIM Card”** means a card allocated to you to be inserted into your Equipment. The card contains your mobile number and allows you to Use the Products and Services.
- 1.17 “Tariffs”** means Safaricom’s charges for the Products and Services in terms of the Tariff Guide and will include the underlying terms and conditions relevant to the Products and Services as varied from time to time. All references to “charges” shall have the same meaning.
- 1.18 “Tariff Guide”** means a guidance catalogue of Products and Services and charges as published from time to time by Safaricom.
- 1.19 Unified Telecommunications Service License”** means a full-service nationwide License which allows a licensed operator to build, operate, and maintain any mobile and fixed networks, irrespective of media and technology capable of offering any electronic communication services including, but not limited to, voice inclusive of internet telephony, data, text, and video embracing the principles of technology and service neutrality.
- 1.20 “Use”** means, the making of any chargeable outbound calls, sending chargeable SMSs, accessing data services, re-charging of your account, and for any other Use or access to the Products and Services, in general.

2. Start Date and Duration

- 2.1 This Agreement will start when you are successfully registered as an Enterprise Customer on our network and able to Use the Products and/or Services.
- 2.2 This Agreement will continue until either of us terminates it as set out under Article 9 of this Agreement.
- 2.3 The minimum duration of this Agreement will be twelve (12) months (“Minimum Subscription Period”). Cancellation prior to the end of the Minimum Subscription Period will result in applicable monthly subscription charges becoming due and payable for the entire period of the Minimum Subscription Period.

3. Use of Products and Services

- 3.1 All Tariffs in respect of the Products and Services are set out in our Tariff Guide available on our website at www.safaricom.et.
- 3.2 All Tariffs are inclusive of Value Added Tax as well as any other taxes which apply to the Products and Services in accordance with the applicable law.
- 3.3 We reserve the right to evaluate your creditworthiness before or after the provision of the Products and Services as well as to set a Credit Limit and to require a Deposit from you.
- 3.4 Safaricom will make reasonable efforts to always avail the Products and Services. However, please be aware that the Products and Services may not always be available due to things and/or events beyond Safaricom’s control, such as but not limited to, acts of God, acts of government or regulatory authority, war, riot, terrorist acts, epidemics, civil commotion, interruptions for maintenance or due to electricity outages which may sometimes affect the quality and availability of Products and Services. The Products and Services may also be temporarily interrupted during upgrading, maintenance, and other works that may be required. In such cases, Safaricom will not be responsible for any harm or damage to you. However, Safaricom will alert or send out a generic notification to customers insofar as reasonably possible.

4. Your Responsibilities and Commitments

- 4.1 You agree to comply with all instructions that Safaricom may direct from time to time regarding the Use of the Products and Services.
- 4.2 You agree to abide by this Agreement and any laws that apply to you for Use of the Products and Services
- 4.3 You will not Use the Products and Services for any purpose that causes a nuisance or is abusive, offensive, illegal, fraudulent, or for any activities that are criminal under the laws of Ethiopia.
- 4.4 You will not sell the Products and Services without Safaricom’s permission in writing.

4.5 Safaricom may provide access to and/or offer the services of third parties such as Value-Added Services from time to time. Safaricom shall clearly communicate the terms and conditions which apply to the services. It is your responsibility to read and understand the terms of such services before you Use them. Safaricom will not in any way be responsible for any loss, nuisance, or damage that may be suffered by you concerning such services.

5. SIM Cards and Mobile Number

- 5.1** The Mobile Number allocated to you will always remain the property of Safaricom and is issued to you together with the SIM Card which shall also always remain the property of Safaricom.
- 5.2** If your SIM Card is lost, damaged, or stolen, you must immediately contact Safaricom by calling 755. Safaricom will then upon verification of the original registration and ownership of the SIM Card, block the SIM Card to prevent further Use of the Products and Services until the SIM Card has been replaced. Please be aware that the blocking of a SIM Card is dependent on several factors, which may be beyond our control. For this reason, we will not be held liable for any delays in such blocking.
- 5.3** You will be responsible for all charges up to the time of blocking of the SIM Card by Safaricom.
- 5.4** Safaricom will replace lost, damaged, or stolen SIM Card.
- 5.5** If Safaricom is forced to change or reassign your Mobile Number to meet regulatory requirements or other legal requirements, we will attempt to notify you. However, Safaricom will not have any liability towards you.
- 5.6** Safaricom may offer you the opportunity to select a desired number (“Golden Number”). However, please note that the Golden Number will depend on the availability of the preferred number and there are different charges for each Golden Number category. You can find out the charges for the Golden Number you want from our website at www.safaricom.et.
- 5.7** Your Mobile Number will always be identifiable if calling 991 or 112 (National Emergency Numbers) or any other designated emergency assistance number.
- 5.8** In the case where we have a facility/service which eliminates the presentation of your number (i.e., for calls other than emergency calls), Safaricom may provide you such a facility in accordance with the applicable law.
- 5.9** For your own protection, you must keep confidential all personal identification or security numbers relating to your Use of the Products and Services. This applies to your SIM Card, Mobile Number, and/or Equipment.

6. Equipment

- 6.1** Ownership of any Equipment provided to you in connection with the Products and Services, will remain with us and may be transferred to you upon:
- 6.1.1** Payment of the full purchase in respect of the Equipment; and/or
 - 6.1.2** under such conditions as Safaricom may determine.
- 6.2** You will be responsible for any loss or damage to the Equipment from the point of delivery to you. We advise you to insure Equipment against any loss, theft, or damage at the replacement value of the Equipment.
- 6.3** We may lock further Use of the Equipment upon your written request provided that any loss or theft of the Equipment has been procedurally reported to the police and after you have given us all information and documents, we may require to action this. Any replacement of the Equipment shall be at your cost.

7. International Roaming

- 7.1** Roaming allows you to Use the Products and Services when travelling outside Ethiopia.
- 7.2** Access to the roaming service will have to be specifically activated by you by requesting the activation of the service with us.
- 7.3** Access to roaming networks will depend upon the arrangements between the foreign network operators and Safaricom and as such only be available in certain foreign countries. We will provide a list of countries that you will be able to roam on our website through this link <https://safaricom.et/index.php/products-services/roaming-with-safaricom> and upon your request to the Safaricom call center.
- 7.4** We do not have control over your roaming charges. We only have control over our roaming tariffs as set out in our Tariff Guide. The total charges applicable to roaming services come from the host /visited network (which may include a minimum charge) plus Safaricom's charges at the prescribed rates set out in the Tariff Guide.

8. Payment Terms and Billing

- 8.1** Unless otherwise specified by us:
- 8.1.1** 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
 - 8.1.2** Monthly Subscription Charges shall be billed and payable monthly in advance.
 - 8.1.3** Usage charges in respect of the Products and Services shall be billed monthly in arrears, in accordance with the Tariff Guide.

- 8.2** 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.
- 8.3** Bills shall be paid by you within thirty (30) days from the date of issue thereof by Safaricom.
- 8.4** 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.
- 8.5** Billing queries shall be submitted to billing@safaricom.et.
- 8.6** 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) days from the billing date, then the bill amount shall be deemed to be correct.
- 8.7** 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**.
- 8.8** 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:
- i. suspend your access to the Products and Services
 - ii. charge interest on the unpaid amount at a rate of the maximum lending interest rate charged by a commercial bank in Ethiopia from time to time.
 - iii. institute actions such as instituting debt recovery proceedings for the recovery of the debt; and/or
 - iv. hold all pre and post proceeding costs to your account until we receive payment in full.
- 8.9** 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.
- 8.10** 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.

9. Suspension, Cancellation and Termination

- 9.1** Safaricom may suspend or terminate this Agreement under the following circumstances:
- 9.1.1** if you are in breach of any of your obligations in terms of this Agreement including your payment obligations;
 - 9.1.2** f Safaricom becomes aware or has reason to believe that your Use of the Products and Services is unauthorized, unlawful, fraudulent, or contrary to this Agreement;

9.1.3 if you do anything (or allow anything to be done) which may, in Safaricom's view, damage or affect the operation or security of the Products and Services; and/or

9.1.4 if Safaricom's Unified telecommunications service license ends.

9.2 You may terminate this Agreement at the expiry of the Minimum Subscription Period or at any later date, upon giving us thirty (30) days prior notice in writing and after fully settling any outstanding payment owed to Safaricom.

9.3 Should no cancellation notice be received at the date of expiry of the Minimum Subscription Period, this Agreement will then automatically be renewed on a month-to-month basis.

9.4 Upon your termination of this Agreement in accordance with these provisions, Safaricom shall refund the Deposit to you within thirty (30) days of termination provided that you are not in arrears with your payment obligations. Payment of the Deposit will be made to you through either bank transfer, cash, cheque or/and mobile money as communicated in writing by Safaricom to you at time the Deposit is due and payable.

10. Right of Assignment

10.1 You may not assign, transfer, or delegate, or purport to assign, transfer or delegate, any of your rights or obligations under this Agreement without our prior written consent, which shall not be unreasonably withheld. However, you will be required to furnish Safaricom with all documents, payments, and discharges necessary to effect the transfer. In cases of transmission upon death and/or liquidation, we may require proof of heirship or appointment as liquidator to effect any such transmission.

10.2 We may, however, transfer, assign or delegate any or all of our rights under this Agreement to any third party including our subsidiaries or associated companies.

11. Law and Dispute Resolution

11.1 This Agreement is subject to and governed by the laws of Ethiopia.

11.2 Safaricom depending on the nature of your complaint, aims to resolve it as soon as practically possible to give you a better customer experience as our valued customer. In this regard, Safaricom will endeavor to respond to complaints promptly and give feedback to customers within seven (7) working days.

11.3 For a detailed process on how we will handle your complaint, please check our Consumer Code accessible on our webpage at www.safaricom.et and in printed paper format within a reasonable time upon receiving your request. We will also display a must know Consumer rights, regarding Products and Services in our retail stores.

11.4 All disputes which cannot be mutually settled between us will be referred to the Regulatory Authority in line with the applicable law.

12. Notices

12.1 Any notice required to be given to us will be deemed to have been given if posted by registered mail or delivered by hand or courier against a signature of our employee authorized to receive such notice. Notices must be marked for the Attention of: the Enterprise Business Unit, Safaricom.

12.2 We may give notice by writing to you at your last known address, or by registered mail, or delivered by hand or courier service, by SMS, media release, or through our website at www.safaricom.et.

13. General

13.1 We reserve the right to change this Agreement, charges, and/or terms and conditions relevant to the Products and Services and will inform you about any such changes within a reasonable time, by publishing the same on our website at www.safaricom.et, or in any other relevant way available to us. You are advised to keep checking our website for any changes to the Products and Services and your continued Use of the Products and Services shall be understood to be your acceptance of such changes.

13.2 If there are any differences between the printed version of this Agreement and the online version available on Safaricom's website at www.safaricom.et, the online version will apply.

13.3 The Products and Services which you Use may have specific terms and conditions published on our website, such specific terms and conditions will form part of these terms and conditions. If there is any difference between these terms and conditions and any product-specific terms and conditions, then the product-specific terms and conditions will apply to clarify the difference.

13.4 We shall protect and keep your personal information and communication private and shall not disclose it to any unauthorized persons. We shall also only process your information in accordance with the law. How Safaricom processes your personal information is detailed fully in our Privacy Policy provided in our Consumer Code, which is on Safaricom's website at www.safaricom.et

13.5 Safaricom will not be liable for any loss or damage (including indirect loss) relating to the Products and Services, except for any liability accepted by law.

- 13.6** If any term or condition of this Agreement is not valid or cannot be enforced for any reason, this will not affect the remaining terms and conditions, which will still apply.
- 13.7** Failure by either Safaricom or you to enforce any rights under this Agreement will be without prejudice to any available legal remedies.
- 13.8** Our mutual obligations under this Agreement will be suspended for thirty (30) days if same are impossible to perform due to circumstances beyond our reasonable control which shall include, but not be limited to, acts of God, acts of government or regulatory authority, war, riot, terrorist acts, epidemics, or civil commotion. If such delay or failure continues for more than thirty (30) days, then either of us may terminate this Agreement with immediate effect by notice in writing to the other. Upon such termination, all amounts owed by you shall immediately become due and payable.