Welcome to Safaricom

These Terms and Conditions govern and provide information on the Use of Prepay Products and Services and constitute an agreement between You (Customer) and Safaricom when you Use these Products and Services.

Definition

1. "A Person with Parental Authority" means the birth parents of a minor, a legal guardian of a minor, or another person who can demonstrate legitimate authority over a minor's affairs.
2. "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.
3. "Minimum Airtime Credit" means the minimum airtime balance that you should have in your account to successfully access our Products and Services. This includes, for example, making a call, sending Short Message Services (SMS), and using data.
4. "Minor" means a person under the age of eighteen (18) years.
5. "MSISDN" means the mobile number issued to you after you successfully register on the Safaricom (our) network. This number is unique to you and shall be the number that we identify you with.
6. "Network" means the public telecommunications system operated and made available by Safaricom to enable you to Use our services.
7. "Prepay" means Product and Services which require you to pay in advance to Use such Products and Services.
8. "Products and Services" means basic voice, 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.
9. "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.
10. "Safaricom" means Safaricom Telecommunications Ethiopia PLC.

11. "SIM Card" means a card allocated to you to be inserted into your phone. The card contains your mobile number and allows You to Use our Products and Services.
12. "Tariffs" means Safaricom's charges for Use of the Services and will include the underlying terms and conditions relevant to the Products and Services as varied from time to time.
13. "Tariff Guide" means a guidance catalogue of Products and Services and charges as published from time to time.
14. "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.
15. "Value Added Services" (VAS) means add-ons to Products and Services such as music, gaming, videos.

ACCEPTANCE AND COMMENCEMENT

These Terms and Conditions shall begin to apply to you after you successfully register on our Network as a customer and Your SIM Card is activated; and shall continue to be binding on you for as long as you continue to Use our Products and Services.

USE OF PRODUCTS AND SERVICES

1. Safaricom will make reasonable efforts to always make available the Products and Services to you. However, please be aware that the Products and Services may not always be available due to events beyond Safaricom's control, such as acts of God, an act of government or regulatory authority, war, riot or civil commotion, interruptions for maintenance, or due to electricity outages which may sometimes affect the quality and availability of Products and Services. In such cases, Safaricom will not be responsible for any harm or damage to you.
2. Use of our data services may be controlled from time to time by limiting the volume or speed or duration of downloads to facilitate fair use of the Products and Services by all customers. This is done to stabilize the network and ensure all other customers within the area are receiving service at an acceptable speed.
3. To Use our Products and Services, you must have Minimum Airtime Credit on your Sim Card. This amount will depend on the Products and Services that you want to Use. This will not apply to calls made to Safaricom's Call Centre and any other toll-free numbers. Such calls shall be free.

4. Safaricom will not allow any “proxy registration” of a SIM Card for another person, except registration of SIM Cards for and on behalf of Minors or any person which the law allows for management of his/her affairs by another person under a Power of Attorney or any other legal instrument under the laws of Ethiopia. When onboarding a Minor, a Person with Parental Authority may open and maintain an account in their name for and on behalf of the Minor until the Minor becomes eighteen (18) years. A similar process shall be followed by any person who is legally empowered to act for and on behalf of another person. In each case, Safaricom reserves the right to verify the authenticity of the Parental Authority, Power of Attorney, or any legal document presented to it.

YOUR RESPONSIBILITIES AND COMMITMENTS

1. You agree to comply with all other relevant guidelines and/or policies that Safaricom may issue from time to time regarding the Use of the Products and/or Services.
2. You agree to abide by these terms and conditions and any laws that apply to you for registration of your SIM card and your Use of the Products and Services
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. You will not sell the Products and Services without Safaricom’s permission in writing.
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.

SIM CARD AND NUMBERS

1. The mobile number allocated to you will always remain the property of Safaricom and is issued to you together with the SIM Card, subject to these terms and conditions:
   - **1.1.** If Your SIM Card is lost, damaged, or stolen, you must immediately contact Safaricom at our nearest retail store or the Call Centre by calling 700. Safaricom will then, upon verification of the original registration and the ownership of the SIM Card, lock the SIM Card to prevent further usage of Products and Services being made from your MSISDN and make any necessary arrangements for you to buy a replacement SIM Card.

1.2. You will be responsible for all usage charges up to the time of locking of the SIM Card by Safaricom following the process outlined in Clause 5.1.1 above.

2. Safaricom may charge you a reasonable administrative fee for replacing and delivering the replacement SIM Card. The fee shall be available on our website at www.safaricom.et, our retail stores or Call Centre.

3. Safaricom may offer you the opportunity to select the desired number ("Golden Number"). However, please note that the Golden Number will depend on the availability of the preferred number and there are different Tariffs for each Golden Number category. You can find out the Tariffs for the Golden Number you want from our website at www.safaricom.et ,our retail stores or Call Centre.

4. You may also reserve your existing number such that it is not terminated when not in Use in line with Clause 9.5. A reasonable fee will also be applied for this service. Please visit our website at www. safaricom.et, or our retail stores or call our Call Centre to find out about this service and applicable Tariffs.

5. If Safaricom is forced to change or reassign your MSISDN to meet regulatory requirements or other legal requirements, we will attempt to notify you of this requirement with no liability to us.

6. Your mobile number will always be identifiable when calling 991 or 112 or any other emergency assistance number.

7. 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 charge you a reasonable fee for such a facility. Please visit our website at www.safaricom.et, our retail stores or call our Call Centre to find out about this service and applicable Tariffs.

8. For your 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 and/or mobile or any other device.

9. The numbers and codes that Safaricom allows you to Use the Products and Services will always remain the property of Safaricom.

INTERNATIONAL ROAMING

1. International Roaming allows you to Use the Products and Services when travelling outside Ethiopia.

2. Access to International roaming networks will depend upon the arrangements between the foreign network operators and Safaricom and as such, the service will only be available in certain foreign countries. We will provide a list of countries that you will be able to roam on our website at www.safaricom.et, our retail stores, or upon your request to the Safaricom Call Centre.

3. We do not have full control over your International Roaming Tariffs. We only have control over our International Roaming tariffs set out
in our Tariff Guide. The total charges applicable to International Roaming services come from the International Roaming network (which may include a minimum charge) plus Safaricom's charges at the prescribed rates set out in the Tariff Guide. Please make sure that you have sufficient credit to enable you to Use the International Roaming service.

CHARGES AND PAYMENTS

1. You will be responsible for all the applicable Tariffs 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.

2. Our Tariffs will be listed in the Tariff Guide. We will publish rates on our website at www.safaricom.et, our retail stores and by text message at the customer's request.

3. Our Tariffs include Value Added Tax as well as any other taxes which apply to communication in respect of the Products and Services.

4. We may change the Tariffs and Tariff Guide from time to time. When this happens, we will publish the changes on our website at www. safaricom.et and will make reasonable efforts to tell you about the changes in any other way available to Safaricom including SMS, email or at retail stores, as applicable.

BILLING

Upon Your request in writing, we will provide you with your billing information in paper or digital format, either by e-mail or SMS.

SUSPENSION AND DEACTIVATION OF THE SERVICE

1. Safaricom may suspend, restrict, or terminate the provision of some or all the Products and Services without informing you and without any liability under the following circumstances:
   1.1. If Safaricom becomes aware or has reason to believe that your Use of the Products and Services is unauthorized, unlawful, fraudulent, or contrary to these terms and conditions.

1.2. If there has not been the Use of the Products and Services for a period of over one hundred and eighty (180) days.

1.3. If you notify us that your SIM Card has been lost or stolen.

1.4. 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

1.5. or reasons beyond Safaricom's control.

Safaricom will, where possible, try to inform you that such action is or may be taken.

1. Where your SIM Card has been deactivated permanently, any credit balance in your account will be forfeited.
2. Where Safaricom has suspended or restricted access to the Products and Services for any of the reasons under 9.1, any reconnection will be at Safaricom's discretion, and a reconnection fee may be charged. Please visit our website at www.safaricom.et, our retail stores or call our Call Centre to find out about this service and applicable Tariffs.
3. Following the deactivation of your SIM Card, Safaricom reserves the right to recycle the mobile number and make it available for sale to another customer. Safaricom will not be liable to you for the deactivated number.
4. Where you ask us to reserve your number such that it is not terminated for not being in Use, such number can only be reserved for up to twelve (12) months from the date of notification. Thereafter, it will be terminated after one hundred and eighty (180) days of no activity or no notice to further reserve the number.

RECHARGES

1. You may recharge your account at any time via:
   1.1. SMS- send the Airtime Pin via SMS to 705

   1.2. IVR (Interactive Voice Record) - Call 705

   1.3. USSD (Unstructured Supplementary Service Data) - Dial *705# and follow the prompts

2. The balance included in your Prepay Plan is available for you to Use for two hundred seventy (270) days (the "Validity Period").
3. You must recharge your account to extend the Validity Period of your airtime validity period.

GENERAL

1. Safaricom will inform you about any changes to these terms and conditions within a reasonable time, by publishing the changed terms and conditions on Safaricom's website at www.safaricom.et or in any other relevant way available to it, including by SMS and voicemail.
2. If there are any differences between the printed version of these terms and conditions and the online version available on Safaricom's website at www.safaricom.et, the online version will apply.
3. The Products and Services which you Use have specific terms and conditions published on our website at www.safaricom.et conditions and any other product-specific terms and conditions, the product-specific terms and conditions will apply to clarify the difference.
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, which is on Safaricom's website at www.safaricom.et or available in our retail stores upon request.
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.
6. If any term or condition set out here is not valid or cannot be enforced for any reason, this will not affect the remaining terms and conditions, which will still apply.
7. Failure by either Safaricom or you to enforce any rights under these terms and conditions will be without prejudice to any available legal remedies.

LAW AND DISPUTE RESOLUTION

1. These terms and conditions are subject to and governed by the laws of Ethiopia.
2. Depending on the nature of your complaint, Safaricom 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.
3. For a detailed process on how we will handle Your complaint, please check our Consumer Code. The Consumer Code is accessible on our webpage at www.safaricom.et, our retail stores or the Safaricom Call Centre.

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