

TERMS AND CONDITIONS FOR SAFARICOM ETHIOPIA USSD SERVICE FOR ENTERPRISE CUSTOMERS

Welcome to Safaricom.

These Terms and Conditions govern and provide information on the use of the Enterprise USSD Service (“the Service”) and constitute an agreement between You (Enterprise 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 in this document.

1. Definitions

For the purposes of these Terms and Conditions:

- 1.1 “Enterprise Customer” or “Customer” for “You” means the Enterprise Customer who procures the USSD Service from Safaricom.
- 1.2 “End-users” means Safaricom customers who access and use the Enterprise customers’ USSD service from their mobile phones.
- 1.3 “Know Your Customer (“KYC”)" means an Enterprise Customer identification procedure where an Enterprise Customer’s personal information, such as name, address, and proof of identity is collected to assess the Customer’s risk and financial profile prior to offering a service to the Enterprise Customer.
- 1.4 “Safaricom” means Safaricom Telecommunications Ethiopia PLC, a company incorporated in the Federal Democratic Republic of Ethiopia and licensed to provide telecommunication services.
- 1.5 “Short Code” means a short numeric code allocated by Safaricom or another telecommunications service provider through which the Service will be provided.
- 1.6 “Unstructured Supplementary Service Data (“USSD”)" means an interactive communication protocol used by mobile phones to communicate with a telecom operator's computer system by dialing the short code designated by a telecommunications operator.
- 1.7 “Service (“USSD Service”)" means a service that enables You to provide content to End-users through their mobile phones in real time. End-Users interact with your services directly from their mobile phones by making selections from various menus on the USSD. All USSD codes start with * and end with #. Example *101#

1.8 “Successful USSD event” means a successful transaction that is performed by End-users on the USSD menu as determined by Safaricom in its sole discretion.

2. Eligibility

2.1 The Service will be available to all new and existing Safaricom Prepay and Post-pay Enterprise Customers.

2.2 Enterprise Customers should have Short Code to use the USSD Service.

2.3 Short Codes may be allocated by Safaricom or any other licensed telecommunications service provider .

2.4 For Short Codes not allocated by Safaricom, You shall provide proof of allocation in the form of a confirmation letter from the respective telecommunications operator that You have been allocated the number and are using the Service.

3. The Service

3.1 USSD Service can be delivered in English, Amharic, and in one of the official regional working languages in the Federal Democratic Republic of Ethiopia.

3.2 The Service will be offered on a Post-pay basis only.

3.3 The Service will be provided or is available in areas where Safaricom has network coverage. Safaricom will provide information on its network coverage upon request.

3.4 Information about the Service and applicable charges are available on the service application form, on our website at www.safaricom.et, our social media pages, and at our retail stores.

3.5 One Successful USSD event is equivalent to a single successful transaction that is accomplished after dialing the USSD Short Code.

3.6 You will be charged based on the number of Successful USSD events accomplished by your End-users. A successful USSD event shall be accomplished where End-users remain on the USSD page and perform active operations until the configured session time expires.

3.7 One successful event shall last up to 180 seconds (3 minutes).

3.8 If End-users dial the USSD Short Code and remain inactive(idle) for 60(sixty) seconds or more, their USSD sessions will automatically time out.

3.9 You will not be charged if:

3.9.1 your End-users remain inactive on the USSD Short Code.

3.9.2 your End-users transaction’s is failed or for unsuccessful event(s).

- 3.10** The USSD Service will be automatically renewed every month unless the Enterprise Customer has requested the termination by written instructions or terminated by Safaricom in accordance with Article 11 of this terms and conditions.
- 3.11** In the event that You wish to send a confirmation message via bulk SMS following the completion of a USSD transaction, You are required to subscribe to the bulk SMS service. The bulk SMS service Terms and Conditions, and bulk SMS service tariff that is available on the service application form and on www.safaricom.et shall apply.

4. Joining and Usage of the Service

- 4.1** In order to get the Service, You must complete the USSD Service application form available in our retail stores and include all the requirements.
- 4.2** You shall be required to undergo a KYC assessment at the time of onboarding. All KYC documentation should be submitted as per the Safaricom Enterprise Customer segmentation requirement which will be communicated to You during the onboarding.
- 4.3** Once Safaricom is satisfied that You have met all requirements, the Service will be activated.
- 4.4** Once the USSD Short Code is activated for the Service, You may integrate it with the USSD application as follows,
- 4.4.1** if You have the USSD application, You will be able to integrate your USSD application into the Safaricom USSD platform and build the menu configuration by yourself or
- 4.4.2** if You don't have the USSD application, Safaricom will support You in building the USSD menu configuration as per your specification.
- 4.4.3** The set up/connection fee indicated in the Service application form shall apply for both options.

5. Credit Limit

You are expected to provide a maximum number of Successful USSD events You anticipate to utilize per month. Safaricom Ethiopia will send out a notification to You when You reach your maximum credit limit. The Service will not be discontinued even if You have reached the maximum credit limit allocated to You. Safaricom's credit terms and conditions shall apply.

6. Applicable Service Charges

- 6.1** The applicable charges for use of the Service are outlined in the service application form and shall also be available on our website at www.safaricom.et. These fees include a one-off Connection/Set-up fee which you need to pay to Safaricom to set up the USSD account for the first time.

- 6.2 As a Post-pay customer, You may be required to provide a usage deposit which will be equivalent to the expected event usage You wish to consume during the month multiplied by the USSD event-based charging rate. However, Safaricom reserves an exclusive right to introduce a different credit facility requirement to You based on its own internal policy.
- 6.3 Each Successful USSD event-based transaction performed by your End-users shall be billed monthly in line with the rate reflected in the application form.
- 6.4 Monthly USSD usage fee: You must pay for the USSD usage fee in accordance with Safaricom's USSD tariffs stated on the above service application form.
- 6.5 Re-connection fee – this fee is charged for reconnection of the Service when the Service has been suspended due to non-payment.

7. Billing and Service Payment Terms

- 7.1 You shall be billed monthly in arrears for the Service based on your End-user's consumption by calculating the total number of successful USSD events End-users have utilized during the month. Upon request, You will receive the itemized bill that summarized the usage during the relevant month.
- 7.2 You shall pay within thirty (30) days from the date of issue by Safaricom.
- 7.3 All payments shall be made by using a bank deposit/transfer to a Safaricom designated account or cash payment at Safaricom retail store.
- 7.4 Once payment is done, You shall send a scanned receipt of the payment to your dedicated Safaricom Account Manager to proceed with the service activation or service renewal.
- 7.5 If You fail to pay your monthly service charge within thirty (30) days of receipt of the invoice, the Service will be suspended until Safaricom receives payment in full.
- 7.6 Enterprise Customers who do not pay their bills before the thirty (30) days will not have the Service renewed.
- 7.7 Safaricom shall not re-connect the Service until the amount due and payable is settled and a reconnection fee under this Article 7 is paid.

8. Restrictions

- 8.1 You should only use the USSD Service for authorized purposes.
- 8.2 You shall adhere and ensure adherence of your End-users to all legal requirements applicable to the use of the Service.

- 8.3** The use of the Service including any information displayed on the USSD menu shall comply with the following minimum requirements prescribed in the applicable law, including but not limited to the Advertisement Proclamation No. 759/2012 and the Value-Added Services License Directive No. 3/2011. The information content shall:
- a. not be contrary to public moral, religious and other societal virtues.
 - b. be free from misleading, unfair, inflammatory, discriminatory, harassing, demeaning, racial, ethnic, or religious slurs, or degrading statements against any particular individual or group(s).
 - c. respect the society and not infringe on the legitimate interests of End-users.
 - d. describe the true nature, use, quality and other similar information of the product or service intended to be promoted.
 - e. not undermine the goods and/or services of other persons/businesses, and to fully comply with the Ethiopian Trade Competition and Consumer Protection Proclamation No.813/2013 as well as other competition and antitrust related regulations as they may be amended or replaced from time to time.
 - f. protect the dignity and interests of the country.
 - g. respect professional code of conduct as per Advertisement Proclamation No.759/2012.
 - h. Not encourage hatred, violence, or discrimination.
 - i. not clash with religious or freedom of political convictions.
 - j. not be inappropriate for children or persons under eighteen (18) years of age.
 - k. not violate equality and rights of nations, nationalities, and people's identity.
 - l. not induce or promote disharmony or discrimination, superiority or inferiority based on gender, marital status, national origin, religion, language, age, or disability.
 - m. not contravene people's security, peace, health, education, or morals.
 - n. not encourage the commission of crimes or offenses or inciting the consumption of banned substances.
 - o. not undermine the respect for human dignity.
 - p. not contain image, speech or comparisons that violates the dignity, liberty, or equality of mankind in relation to language, gender, race, nation, nationality, profession, religion, belief, political or social status.
 - q. not violate the rules of good behavior or human dignity of individuals, nations, nationalities, or peoples, and defames the reputation of an organization.
 - r. not undermine the national or regional state's flag, emblem, national anthem, or currency.

- s. not undermine the dignity or emotional feeling of a physically disabled person or a person living with HIV/AIDS or suffering from other diseases.
- t. not instigate chaos, violence, terror, conflict or fear among people.
- u. not instigate an action that could endanger the physical or mental health and security of the people.
- v. not include an obscene message or similar presentation.

8.4 Safaricom shall immediately take appropriate actions to protect its rights and/or mitigate the risks to the Company (Safaricom) including termination of this Service in the event the above provisions are not complied with.

9. Privacy

9.1 Safaricom shall protect and keep your personal information and communication private and shall not disclose it to any unauthorized persons.

9.2 Safaricom shall only process your information in accordance with the law. How Safaricom Ethiopia processes your personal information is detailed fully in our Privacy Policy, which is on Safaricom's website at www.safaricom.et. and/or available in our retail stores upon request.

10. Liability and Indemnity

10.1 You will be liable for contractual, tortious, criminal, civil and any other legal liabilities, including but not limited to complaints from End-users which may arise as a result of your failure to obtain or improperly obtained consent from your End-users.

10.2 You will bear full legal and/or contractual liabilities including but not limited to, tortious, criminal, and civil or any action brought against Safaricom in relation to your acts and omissions arising out of your use of the Service including Your failure to comply with applicable law as outlined under Article 7.

10.3 You will also be responsible for handling any complaints brought against Safaricom from End-Users regarding the information content on USSD menu.

10.4 You agree to compensate and hold Safaricom harmless against any loss, liability, expense, or damage of whatever nature suffered or incurred regarding your use of the Service including but not limited to use of the Service contrary to these Terms and Conditions, applicable law and any:

10.4.1 fraud or fraudulent misrepresentation.

10.4.2 any wrongful act or omission of, or crime committed by You or your representative whilst using the Service.

10.4.3 any unauthorized disclosure, misuse or misappropriation of confidential information or Safaricom Materials.

11. Service Suspension and Termination

11.1 Termination by the Enterprise Customer: The Enterprise Customer may terminate the Service where Safaricom breaches a material provision of these Terms and Conditions which is capable of being remedied and fails to remedy the breach within 30 days of receipt of the formal notice from the Enterprise Customer.

11.2 Termination or Suspension by Safaricom: Safaricom shall have the right, upon written notice, to immediately terminate or suspend the delivery of the Services (without liability) in the event that the Enterprise Customer breaches a material term of these Terms and condition as outlined below :

- a. The Enterprise Customer violates any law, rule, regulation, or policy of any government authority related to the Service or the Enterprise Customer's use thereof.
- b. The Enterprise Customer engages in conduct that has caused or may cause material damage to Safaricom's equipment, network or third parties.
- c. Any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceedings are commenced against the Enterprise Customer.
- d. If the Enterprise Customer fails to pay the bills within 30(thirty) days from the date of issue
- e. In the event Safaricom receives any direction, notification, or instruction from any governmental authority to suspend or terminate the provision of the Service to the Enterprise Customer.

11.3 Termination by either party for convenience: Either party may at its discretion, terminate the Service, with at least one (1) month notice to the other party.

11.4 Consequences of Termination: Upon termination of the Service, the Enterprise Customer shall immediately stop using the Service. Termination of the Service for whatever reason shall not prevent Safaricom from requiring payment for Services already provided to Your/ Your End-users rendered at the time of termination or either party from exercising any rights it has under the Terms and conditions or in law .

12. General

12.1 We reserve the right to change this Agreement, charges, and/or terms and conditions relevant to the 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 Services and your continued Use of the Services shall be understood to be your acceptance of such changes.

12.2 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.