

TERMS AND CONDITIONS FOR SAFARICOM ETHIOPIA BULK SMS SERVICE FOR ENTERPRISE CUSTOMERS

Welcome to Safaricom.

These Terms and Conditions govern and provide information on the use of Enterprise Bulk SMS 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 "**Bulk Short Messaging Service ("BSMS")**" means an automated service that enables businesses to send a large number of SMS messages to multiple defined End-users at the same time.
- 1.2 "**Enterprise Customer**" or "**Customer**" for "**You**" means the Enterprise Customer who procures the BSMS from Safaricom.
- 1.3 "**Enterprise administrator**" is a person assigned by the Enterprise Customer and is responsible for managing the Enterprise Customer's User account and assigning roles on the bulk SMS portal.
- 1.4 "**End-users**" means consumers who receive a text message(s) sent from an Enterprise Customer using the Safaricom portal.
- 1.5 "**Interactive SMS**" means a communication protocol that enables a two-way interaction between two systems, typically between an end-user and the Enterprise Customer.
- 1.6 "**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 the Enterprise Customer a service.
- 1.7 "**Safaricom**" means Safaricom Telecommunications Ethiopia PLC, a company incorporated in the Federal Democratic Republic of Ethiopia and licensed to provide telecommunication services.
- 1.8 "**Sender ID**" means a unique identifier which can either be the name or number assigned by You that enables You to send out Bulk SMS messages.

1.9 "Service" means the Bulk SMS Service.

1.10 "Short Code" means a short numeric code allocated by Safaricom or another telecommunications service provider through which the Service will be provided.

1.11 "Unstructured Supplementary Service Data ("USSD")" means an interactive communication protocol used by mobile phones to communicate with a service provider's computer system.

2. Eligibility

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

2.2 You can use the Service with just a Sender ID, however, for the Service to be interactive, You should use the service with a Short Code.

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, the Customer shall provide proof in the form of a confirmation letter from the respective telecommunications provider that You have been allocated the number and are using the Service.

3. The Service

3.1 The Service allows You to send a large number of SMS messages to a broad audience at once using a Bulk SMS Sender ID or Short Code that clearly identifies You.

3.2 The Service allows You to send and/or receive SMS messages to/from Safaricom mobile numbers only.

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

3.4 The Service can be provided in two types of service delivery options i.e., transactional, and promotional as outlined below.

3.4.1 Transactional Bulk SMS Service: This is an automated system-generated text message that You can send to your End-users to support them when they use your services. It provides timely and reliable information about transactions performed by the End-user. Examples of transactional Bulk SMS Service include bank transactional notifications and message delivery status update.

3.4.2 Promotional Bulk SMS Service: This is a text message that You send to your End-users with promotional content such as offers, discounts, etc. to increase customer engagement, brand recognition, drive sales, and build customer loyalty.

- 3.5 The Service is only available to Safaricom numbers. Messages to other telecommunication service providers are not permitted.
- 3.6 Information about the Service and all service charges are available on our website www.safaricom.et, social media pages, and retail stores.
- 3.7 The Service can be delivered in English, Amharic, and in one of the official regional working languages in the Federal Democratic Republic of Ethiopia.
- 3.8 You will only be charged for Bulk SMS messages which are successfully delivered to End-users after reconciliation with Safaricom.
- 3.9 The Service will be offered on prepaid and postpaid basis.

4. Transactional Bulk SMS Messages

- 4.1 You shall integrate your systems with the Safaricom SMS platform API (Application Program Interface) to enable access to the Service and streamline your communication to ensure that you are able to provide automatic alerts for activities such as product purchase confirmation, overdue payments, One Time Password (OTP) notifications, above threshold transactions, low balances, bank statements, etc. to End-users.
- 4.2 Transactional Bulk SMS messages can be sent at any time.
- 4.3 Transactional Bulk SMS messages shall not go through the content approval process, and they cannot be blocked by End-users unless they have enabled this functionality on their end as agreed with You.
- 4.4 You may carry out a survey of your services using the Service. In the case where You carry out a survey for End-users, You should use a Short Code number to create an interactive experience and get important information directly from your End-users.

5. Promotional Bulk SMS Messages

- 5.1 Safaricom will provide a platform for You to create promotional message content and send it to your End-users.
- 5.2 Promotional Bulk SMS message can only be sent between 2:00 in the morning to 12:00 in the evening Ethiopian Time/8:00AM- 6:00 PM East African Time.
- 5.3 You shall get explicit consent from your End-users before sending promotional Bulk SMS messages to them and You shall provide proof that you have obtained the consent or the existence of a consent mechanism before using the Service and/upon request by Safaricom.

- 5.4** All Promotional Bulk SMS messages shall be approved by the Enterprise Customer and Safaricom before they are sent to the End-users. No message shall be transmitted without this approval which shall be timeously given provided the promotional Bulk SMS message meets all the requirements set by Safaricom in line with the applicable law.
- 5.5** You hereby undertake that You will review and approve the contents of all promotional Bulk SMS messages scheduled to be sent out, and to withdraw messages which in Safaricom's view are not acceptable. Safaricom will provide the reasons for the rejection of promotional Bulk SMS messages.
- 5.6** Safaricom will provide End-users the ability to block or report message of sender ID on USSD and/or interactive SMS message if they do not wish to receive promotional messages.
- 5.7** End-users will not receive promotional Bulk SMS messages after they blocked such messages from You, however, they can re-activate the Service by using the self-service USSD or Interactive SMS channels.
- 5.8** Promotional Bulk SMS messages shall fulfill the following minimum requirements prescribed in the applicable law, including but not limited to the Advertisement Proclamation No. 759 of 2012 and the Value-Added Services License Directive No. 3/2011. Promotional Bulk SMS messages shall:
- not be contrary to public moral, religious and other societal virtues.
 - be free from misleading, unfair, inflammatory, discriminatory, harassing, demeaning, racial, ethnic, or religious slurs, or degrading statements against any particular individual or group(s).
 - respect the society and not infringe on the legitimate interests of End-users.
 - describe the true nature, use, quality and other similar information of the product or service intended to be promoted.
 - 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.
 - protect the dignity and interests of the country.
 - respect professional code of conduct as per Advertisement Proclamation No.759/2012.
 - not encourage hatred, violence, or discrimination.
 - not clash with religious or freedom of political convictions.
 - not be inappropriate for children or persons under eighteen (18) years of age.
 - not violate equality and rights of nations, nationalities, and people's identity.

- not induce or promote disharmony or discrimination, superiority or inferiority based on gender, marital status, national origin, religion, language, age, or disability.
- not contravene people's security, peace, health, education, or morals.
- not encourage the commission of crimes or offenses or inciting the consumption of banned substances.
- not undermine the respect for human dignity.
- 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.
- not violate the rules of good behavior or human dignity of individuals, nations, nationalities, or peoples, and defames the reputation of an organization.
- not undermine the national or regional state's flag, emblem, national anthem or currency.
- not undermine the dignity or emotional feeling of a physically disabled person or a person living with HIV/AIDS or suffering from other diseases.
- not instigate chaos, violence, terror, conflict or fear among people.
- not instigate an action that could endanger the physical or mental health and security of the people.
- not include an obscene message or similar presentation.

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

6. Sender ID

6.1 You must have a unique Sender IDs to send transactional and promotional Bulk SMS messages. You will not be able to send both transactional and promotional Bulk SMS messages using the same Sender ID.

6.2 A Sender ID must have a maximum of 11 characters.

6.3 You can modify or terminate a Sender ID by a formal notice to Safaricom with a letter providing reasons for modification or termination of the sender ID.

7. Joining and Usage of the Service

7.1 You must complete the Bulk SMS Service application form available in our retail stores and include all the requirements in order to procure the Service.

- 7.2 On the Service application form, You shall indicate the Sender ID or Short Code You wish to use, and a description of whether it will be used for transactional or promotional SMS purposes.
- 7.3 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 onboarding.
- 7.4 To use the interactive Bulk SMS (two-way communication), You must have a short code.
- 7.5 Your Short Code or Sender ID might be a new one or the number already in use on another telecommunication's operator network.
- 7.6 Once Safaricom is satisfied that you have met all requirements, the service will be activated.

8. Self-service channels for managing Promotional Bulk SMS

8.1 Enterprise Bulk SMS portal -> Message Sender/Enterprise Administrator:

- Once the Service is activated, You will receive your bulk SMS account and password via email that You provided on the Bulk SMS Service application form during onboarding.
- After activation, the Enterprise Administrator shall be able to use a self-service portal to buy SMS units, send BSMS, check the balance of SMS Units, get reports on the number of messages sent and delivered, etc.
- You shall set up a dedicated team consisting of content creator and content approver to undertake a thorough review and approval process for the messages before using the Service as required under Article 5.5 above. You shall provide confirmation of the designated team at the onboarding stage and at any time upon Safaricom's request.

8.2 USSD & Interactive SMS -> Message recipients/End-users:

- **Blocking:** End-users shall be able to manage all promotional Bulk SMS messages in one place using the Interactive SMS and USSD channels, and they may also choose to block unsolicited promotional/marketing messages.

9. Applicable Service Charges

- 9.1 There will be a once off Connection/Set-up fee based on the scope of work and calculated on per hour basis.
- 9.2 There shall be a monthly usage charge for the service based on the volume of SMSs purchased.
- 9.3 For Post-pay, You will be required to provide a usage deposit which will be equivalent to the package amount determined by SMS units to be purchased. However, Safaricom reserves an exclusive right to furnish a different credit facility to You based on its own internal policy.

- 9.4** Monthly Short code subscription fee: If You wish to utilize the service with a Short Code, You must pay for the Short Code usage fee in accordance with Safaricom's tariffs.
- 9.5** Re-connection fee – this fee is charged for reconnection of the Service when the Service has been suspended due to non-payment.
- 9.6** The schedule of applicable charges shall be available on our website (www.safaricom.et) and on our commercial proposal for the service.

10. Service Payment Terms

- 10.1** All payments shall be done by using bank deposit/transfer to a Safaricom designated account or cash payment at Safaricom retail store before service activation.
- 10.2** 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.
- 10.3 Minimum Usage-** You shall utilize a minimum of 10,000 BSMSs per month to use the Service. You shall pay the minimum charge for this volume when the payment is due even if You have sent less than 10,000 BSMSs per month. Any change to the charges shall be communicated at onboarding stage and on our platforms (retail store and website).
- 10.4 Credit Limit-** (applicable to Post-pay): You are expected to provide a maximum number of BSMS messages 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.
- 10.5 Post-pay:**
- You will be billed monthly in arrears based on your usage at the end of the calendar month. Your bill will reflect the total number of BSMS successfully sent out during the month with a specific charging rate and total charge due and payable.
 - Bills shall be paid by You within thirty (30) days from the date of issue by Safaricom.
 - 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.
 - Safaricom will not reconnect the Service until the amount due and payable is settled and a reconnection fee under Article 9 is paid.

- Enterprises who mostly use transactional Bulk SMS messages are highly encouraged to use the Post-pay payment mode as the nature of transactional SMS should not be interrupted when the SMS units run out.

10.6 Pre-pay:

- Enterprise Customers will pay in advance for the Service.
- Enterprise Customers may purchase Bulk SMS message units at any time and at multiple times if they have finished units before the end of the month.
- The prepaid service shall be valid for 45 days from date of purchase of the Service.

11. Privacy

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

11.2 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 Ethiopia's website at www.safaricom.et. and/or available in our retail stores upon request.

12. Liability and Indemnity

12.1 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.

12.2 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 5.

12.3 You will also be responsible for handling any complaints brought against Safaricom from End-Users regarding the Bulk SMS messages sent from your Sender ID or Short Code.

12.4 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:

- and any fraud or fraudulent misrepresentation.
- any wrongful act or omission of, or crime committed by You or your representative whilst using the Service.

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

13. Service Suspension and Termination

13.1 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(thirty) days of receipt of the notice from the Enterprise Customer.

13.2 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:

- 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.
- The Enterprise Customer engages in conduct that has caused or may cause material damage to Safaricom's equipment, network or third parties.
- Any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceedings are commenced against the Enterprise Customer.
- If the Enterprise Customer fails to pay the bills within 30(thirty) days from the date of issue
- 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.

13.3 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.

13.4 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 .

14. General

14.1 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.

14.2 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.