

SAFARICOM ETHIOPIA ENTERPRISE APN SERVICE

Welcome to Safaricom

These Terms and Conditions govern and provide information on the use of Enterprise APN Service (“**the Service**”) and constitute an agreement between You (Enterprise Customer) and Safaricom when You use this Service. Using the Service means You have read, understood, and accepted the terms and conditions set out in this document.

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1. Definitions and Acronyms For the purposes of these Terms and Conditions:

- 1.1 “APN (Access Point Name)” is a gateway that enables devices to connect to the internet or specific networks, serving as a point of entry and allowing configuration for network access.
- 1.2 “APN SIM card” is a SIM card that is specifically configured with APN settings, allowing devices to connect to a particular telecom operator's network and access the internet or other data services. The APN SIM cards can be used on any GSM device e.g., Tablet, Smartphone, Laptop SIM-enabled devices, MiFi, or Modem.
- 1.3 “Enterprise Customer” or “Customer” for “You” means the Enterprise Customer who procures the Enterprise APN Service from Safaricom.
- 1.4 “Enterprise Single Point of Contact” or “Enterprise SPOC” is an individual designated by the Enterprise Customer responsible for managing the Enterprise Customer account and receiving notifications regarding the service on their behalf.
- 1.5 “Private APNs” are network gateways exclusively used by businesses and organizations to connect their devices to internal, secure networks with customizable features and services.
- 1.6 “Public APNs” are gateways freely accessible for devices to connect to the internet or public networks without requiring special configurations.
- 1.7 “Safaricom” means Safaricom Telecommunications Ethiopia PLC.
- 1.8 “Service” means the Enterprise APN Service.

2. Eligibility

- 2.1 The Service is available to Enterprise Customers as a post-pay payment option.
- 2.2 You shall be required to register for an APN 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 facilitates the segmentation of data traffic of Enterprise Customers from the public network by assigning an APN, thereby enabling remote connectivity through the company's local network in a secure way.
- 3.2 The Service will be provided through the utilization of an APN SIM Card, where You will subscribe to an Enterprise APN data-only package.
- 3.3 APN data-only SIM cards will be available for customers to access only contents that are allowed by their organization.
- 3.4 Additional services like voice and SMS will not work with the APN SIM card.
- 3.5 You need to choose the plan You want to subscribe to from the available APN data bundles.
- 3.6 APN SIM cards will follow the Enterprise post-paid mobile SIM cards life cycle.
- 3.7 Enterprise APN data-only packages at the enterprise level will be assigned to your APN account, allowing multiple SIM cards under the enterprise account to utilize the package resources as long as they are available and not exhausted.
- 3.8 The designated key contact person appointed by You shall receive notifications, via SMS and/or email, upon the consumption of eighty percent (80%) and one hundred percent (100%) of the allocated data package for the Service.
- 3.9 If your allocated Enterprise APN data-only package is exhausted before the end of the validity period, You have the choice to utilize the credit limit at the out-of-bundle (OOB) price or opt to purchase additional APN bundles.
- 3.10 Unused Packages will not roll over to next month.
- 3.11 The Service will be provided or available in areas where Safaricom has network coverage. Safaricom will provide information on its network coverage upon request.
- 3.12 You can request to add or remove a SIM card/ Number from an APN group.
- 3.13 A one-time SIM card management fee applies to the bill for the last month if You remove an active SIM card from an APN group. This fee covers managing the SIM's removal. Enterprise Customers incur no further charges for that specific SIM card afterward.

3.14 Information about the Service and all service charges are available on our website www.safaricom.et, social media pages, and retail stores.

4. APN Name

4.1 To access the Service and connect with your private network, You will be required to select a specific APN that is unique to your company.

4.2 The APN name should not include any special characters and must be twelve (12) characters or less in length.

5. Joining the Service

5.1 You shall be required to undergo a KYC registration 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.

5.2 You must complete the Enterprise APN Service application form, available in our retail stores, and include all the requirements in order to procure the Service.

5.3 Upon fulfillment of all stipulated requirements, the Service will be activated as per Safaricom's Enterprise APN Service activation process.

6. Applicable Service Charges

6.1 The following fees and deposit are applicable for the Service:

6.1.1 Set-up fee: There will be a once-off connection/set-up fee to be paid by You for the APN setup.

6.1.2 Deposit: You may be required to provide a one-time deposit for the Service in line with our credit policy, which will serve as both a credit limit and security deposit for the Service. The amount of the deposit and how it shall be paid will be communicated to You at the point of sale. The deposit shall be billed and be payable immediately upon Your acceptance of the customer service application form for use of the Services.

6.1.3 APN monthly plan recurring fee :

6.1.3.1 You will incur a monthly usage charge for the Service based on the subscribed Enterprise APN data package. Additional charges may apply at out-of-bundle data rates if your data usage exceeds the plan associated to your APN.

6.1.3.2 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.

6.1.4 SIM Card management fee per MSISDN: This monthly fee covers the SIM management costs for the total number of subscribed SIM cards. It includes expenses for services like data sharing, plan adjustments, member additions/removals, customer support, and basic cellular network connectivity.

7. Applicable Service Charges

- 7.1** The designated key contact person, as appointed by You, shall receive monthly notifications of the bill through email and/or SMS.
- 7.2** Bills shall be available in either paper or digital format in Amharic and English. We may provide translation in one or more official regional working languages of Ethiopia as requested.
- 7.3** Bills shall be paid by You within thirty (30) days from the date of issuance thereof by Safaricom.
- 7.4** 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. Billing queries shall be submitted to billing@safaricom.et or via the Enterprise USSD channel.
- 7.5** 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.
- 7.6** You may make payment by cash, cheque, mobile money and/or bank transfer as applicable or any other channel communicated by us. All cheques should be drawn in favor of: Safaricom Telecommunications Ethiopia PLC.
- 7.7** 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:
 - 7.7.1** suspend your access to the Service. If the Service is suspended because of the billing dunning process, the APN Service will not be working until You settle the bill.
 - 7.7.2** charge interest on the unpaid amount at a rate of the maximum lending interest rate provided by the Civil Code of Ethiopia.
 - 7.7.3** institute actions such as instituting debt recovery proceedings for the recovery of the debt; and/or

7.7.4 Set off any outstanding costs, along with all expenses incurred by Safaricom in the process of recovering outstanding payments, against the deposit you have made until we receive payment in full.

7.8 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.

7.9 You will be responsible for all the applicable charges for using the Services whether the use of the Services occurred through You or someone else with or without Your authority or knowledge.

7.10 Safaricom may impose monetary limits on the maximum value of the total charges You may incur in relation to the Services. In the event that You surpass such predetermined maximum value, Safaricom may suspend the provision of Services to You until the outstanding amount, inclusive of any additional charges, is settled in full.

8. Upgrade/downgrading of Packages

8.1 If you discover that the monthly recurring plans for Enterprise APN are not adequate for your entire monthly usage, You can choose to upgrade the APN package based on your preferences and requirements.

8.2 You can upgrade or downgrade your packages by communicating in writing with Safaricom through the account manager or by sending letters through our retail shops. Upgrading of Packages shall only be done after You have paid any outstanding bills for the respective month.

8.3 The upgrade or downgrade will be implemented at the beginning of the next month.

8.4 The amount of data and its corresponding price that you receive for the current month will be adjusted based on the date of the change. For instance, if you switch to a 100GB plan on the 20th of the month (with 10 days remaining), you will receive approximately 33GB of data for those 10 days, and the price will be adjusted accordingly.

9. Out of Bundle (OOB) Usage

9.1 If You exhaust the package and continue accessing the Service without purchasing an additional package or when Your package expires, OOB rates shall automatically apply up to the credit limit. **9.2** The OOB tariff will be available on our website at www.safaricom.et, in retail stores and at Distributor's stores.

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10. Privacy

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

10.2 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.

11. Restrictions on Access to and Use of the Service

11.1 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.

11.2 You are prohibited from utilizing the Service in any manner or for any purpose other than as expressly outlined in these Terms and Conditions. Additionally, you must not, whether negligently or intentionally, allow any other individual to engage in such usage.

11.3 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.

12. Service Suspension and Termination

12.1 Safaricom may suspend or terminate this Agreement under the following circumstances:

12.1.1 If you are in breach of any of your obligations in terms of this Agreement including but not limited to your payment obligations;

12.1.2 If Safaricom becomes aware or has reason to believe that your use of the Services is unauthorized, unlawful, fraudulent, or contrary to this agreement;

12.1.3 In cases of fraudulent or unauthorized usage, security concerns, or upon the directive of any pertinent governmental authority.

12.1.4 if Safaricom's Unified Telecommunications service license ends.

12.1.5 If the Enterprise Customer fails to pay the bills within 30(thirty) days from the date of issue and

12.1.6 In the event that the provision of the Service becomes illegal.

12.2 You may terminate this agreement at any time, upon giving us thirty (30) days prior notice in writing and after fully settling any outstanding payment owed to Safaricom.

12.3 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 the time the Deposit is due and payable.

13. General

13.1 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.

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.

14. Extension of postpaid Terms and Conditions

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

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