

Air-Fiber Internet Post-Pay Service for Enterprise Customers

Welcome to Safaricom

These Terms and Conditions govern and provide information on the use of AirFiber internet post-pay service (“the Service”) and constitute an agreement between You (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 herein.

1. Definitions and Acronyms

For the purposes of these Terms and Conditions:

- 1.1 “AirFiber Business Internet Service” means a fast and reliable fixed internet service for businesses that use microwave technology.
- 1.2 “Best Effort Service” means an internet service that provides the fastest possible speeds and bandwidth but does not guarantee a specific speed or bandwidth.
- 1.3 “Contract Value” means the total amount consisting of both the monthly subscription charges and the installation charge of the Service.
- 1.4 “Customer” means Safaricom Ethiopia post-pay enterprise customers.
- 1.5 “Customer Provided Equipment” means devices that enable the Services and are supplied by the Customer and remain the Customer’s property e.g., Switches, routers, laptops etc.
- 1.6 “Decommission” means the process of officially stopping the usage or removing the equipment or system that enables the Service.
- 1.7 “Installation Charge” means the one-off fee paid by You for the installation of the Services.
- 1.8 “Monthly Subscription charge” means the recurring fee paid by a customer to Safaricom for access to the Service on a monthly basis.

- 1.9** “Network Terminating Unit” or “NTU” means a device that connects a customer's premises to Safaricom’s microwave network.
- 1.10** “Safaricom Ethiopia” “Safaricom” “we” or “us” means Safaricom Telecommunications Ethiopia PLC.
- 1.11** “Safaricom Provided Equipment” means telecommunications equipment provided by Safaricom such as Network Terminating Unit (NTU) and microwave equipment that is used to access the Service on a Safaricom network, whether directly or indirectly connected to the network.
- 1.12** “Service” means the AirFiber Business Internet Service, a wireless alternative to traditional wired internet connections that uses microwave radio signals to provide internet connectivity to homes and businesses.
- 1.13** “Service Level Agreement” or “SLA” means a formal agreement between Safaricom and You have reached an accord on the scope of the Service, characteristics, responsibilities, and priorities of each party. This agreement may include statements about performance, tariffing and billing, service delivery, compensation, and escalation procedures in case of disagreement.

2. The Service

- 2.1** The Service is a post-pay service.
- 2.2** The Service is offered as AirFiber Business Internet Service.
- 2.3** The Service will be available to all new and existing Safaricom postpaid Enterprise customers in areas with AirFiber coverage.
- 2.4** You shall be required to go through the Know Your Customer (KYC) vetting process.
- 2.5** If You are not the owner of the premises where the Service is to be installed, You must ensure and guarantee to Safaricom that You have obtained permission from the building owner to install the Service. If any dispute arises regarding this and Safaricom is required to remove the equipment from the building, You will be fully responsible for the cost of decommissioning the Service.
- 2.6** The Service has a one-time Installation Charge based on the site survey result.
- 2.7** The price of the Service may vary based on the results of a site survey.
- 2.8** The minimum subscription period is 12(twelve) months. If You cancel the Service before the end of the minimum subscription period, You will be charged for the remaining contract period.
- 2.9** You will not need to pay for the microwave units or the NTU, unless agreed otherwise with Safaricom.

- 2.10** Site survey, installation and migration of equipment shall be delivered in an agreed upon date.
- 2.11** Information about the Service is available on our website (www.safaricom.et), at Safaricom retail shops and distributor shops. Safaricom might change the prices, and we will inform You on our website or at distributor shops if we do so.
- 2.12** AirFiber Business Internet Service:
 - 2.12.1** This is a best effort service with speeds ranging from 20Mbps - 100 Mbps. Safaricom may offer this service with higher speeds, depending on your interest and availability.

3. How to Subscribe and Use the Service

- 3.1** You shall submit a written request for the Service and indicate the type of Service that shall be allocated to You.
- 3.2** Safaricom will provide all equipment up to the NTU, including the AirFiber Microwave equipment. However, You can use your own NTU.
- 3.3** Safaricom will conduct a site visit before installation of AirFiber Microwave units and NTUs at customers premises once a deposit for the Service is made by the Customer.
- 3.4** Safaricom will only be able to confirm whether it can provide the Service after the site survey is completed.
- 3.5** You will be responsible for providing any equipment beyond the NTU, such as switches, routers, and laptops.
- 3.6** You shall be required to pay the Installation Charge.
- 3.7** You shall designate a key contact person to receive notifications regarding the activation of the Service or for other service-related inquiries, such as bill reminders. These notifications may be sent via email and/or SMS.
- 3.8** If You do not provide written instructions for any changes regarding the Service, You will be fully liable for any costs incurred from the Service. Any instruction of your key contact person fully presumed to represent the instructions and interests of You.
- 3.9** Safaricom will not be held liable for delays in the site survey, installation, and migration of equipment if the delay is caused by force majeure or by the Customer.

4. Equipment

- 4.1** Safaricom reserves the right to lock Safaricom Provided Equipment to the Safaricom network, preventing use on any other network.
- 4.2** The Customer shall treat the Equipment with due care. If Safaricom Provided Equipment is damaged due to the Customer's fault, the Customer will be charged accordingly.

- 4.3** Safaricom will not be liable for any fault or damage to the Customer Provided Equipment.
- 4.4** You will be fully liable for any loss or damage to the Safaricom Provided Equipment from the point of delivery to you. We advise You to insure Safaricom Provided Equipment against any loss, theft, or damage at the replacement value of the Equipment. The Customer herewith agreed to reimburse the values of the equipment or compensation for damage within thirty(30) days .
- 4.5** Safaricom Provided Equipment will only be moved by Safaricom. You cannot move the Safaricom Provided Equipment by yourself as the equipment could be damaged if it is not moved properly.
- 4.6** You should allow for the decommissioning of the Equipment by Safaricom if the contract is terminated for any reason or there is a migration to a new place. The cost of decommissioning of the Equipment shall be covered by You unless initiated by Safaricom with no fault to the Customer. Safaricom will inform You the cost of decommissioning at the time of termination of the Service or migration to a new place.
- 4.7** Any defects of Safaricom Provided Equipment or Customer Provided Equipment shall be dealt with according to the SLA or this agreement as applicable.

5. Payment Terms and Billing

- 5.1** All Services take on a monthly renewable model and renew at the beginning of the month and continue to do so for the duration of the contract.
- 5.2** If You subscribe to or terminate the Service at any time after the first day and end of the month, the charges for that month will be adjusted proportionally.
- 5.3** Unless otherwise specified by us:
 - 5.3.1** You may be required to pay a deposit for the Service in line with our credit policy. The amount of the deposit and how it shall be paid will be communicated to You at the point of sale. Deposit shall be billed and be payable immediately upon your acceptance of the customer service application form for use of the products and services.
 - 5.3.2** You are required to pay the Installation Charge and monthly subscription charges.
 - 5.3.3** Monthly subscription charges shall be billed and payable monthly.
 - 5.3.4** Installation Charges shall be billed with the first month's bill.
 - 5.3.5** Bills shall be paid by You within thirty (30) days from the date of issue thereof by Safaricom.

- 5.4** 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.
 - 5.5** 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.
 - 5.6** 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) working days from the billing date, then the bill amount shall be deemed to be correct.
 - 5.7** You may make payment by cash, mobile money and/or bank transfer as applicable or any other channel communicated by us. In case of payment through cheques, all cheques should be drawn in favor of: Safaricom Telecommunications Ethiopia PLC.
 - 5.8** 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:
 - 5.8.1** suspend your access to the Service.
 - 5.8.2** charge interest on the unpaid amount at a rate of 9% as stipulated under the Civil Code of Ethiopia.
 - 5.8.3** institute actions such as instituting debt recovery proceedings for the recovery of the debt; and/or
 - 5.8.4** hold all cost incurred by Safaricom in recovering any outstanding payments from You to Your account until we receive payment in full.
 - 5.9** We reserve the right to set off any sums owed by You for this Service against any deposit under this agreement or any other agreement with You.
 - 5.10** 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.
- 6.** Migration /Transfer/ to a new place
- 6.1** If You want to initiate the migration of the installed equipment to a new premise, You can do so by engaging your account manager or calling business support or visiting our retail shops with a request to transfer, fill in a change of service form and specify transfer details.
 - 6.2** Upon migration, You shall be required to pay Installation Charge and decommissioning charge. However, You are not required to provide additional deposit.

6.3 In cases where the new location doesn't have coverage for the Service, Safaricom reserves the right to deny the request for migration. In this instance, You may continue with the current installation or initiate the process of termination in accordance with Article 9 of this Agreement.

7. Upgrade/downgrading of Service

7.1 You can upgrade and downgrade your Service by submitting a written communication to Safaricom through the account manager or by calling business support as well as letters through our retail shops.

7.2 An upgrading/downgrading of Services shall only be done after You have paid any outstanding bills for the respective month.

7.3 Service upgrade will depend on site survey result.

7.4 The upgrade or downgrade will be implemented at the beginning of the next billing cycle.

7.5 You may be required to adjust your deposit accordingly

8. Suspension of the Service

8.1 Safaricom may suspend the Service:

(a) upon receipt of a lawful instruction from a relevant authority and/or otherwise to comply with applicable laws; and

(b) During maintenance, modification, repair, and testing of the Safaricom network in order to protect the network's functionality, security, and integrity. Safaricom will make reasonable efforts to notify You of these suspensions in advance but may be unable to do so in emergency situations.

8.2 If You fail to pay your bill until the end of the month from the billing date, the Service will be suspended for the next sixty(60) days /Suspension period/. You will not be able to use the Service in this period until You clear all outstanding bills .

8.3 If You don't settle your outstanding bill within the Suspension Period, your Service will be terminated.

8.4 If You settle your bill during the Suspension Period, your Service will be reconnected automatically.

9. Service Deactivation/Termination

9.1 Service Termination by The Customer

- 9.1.1** By communicating to Safaricom in writing through Your account manager or visiting a Safaricom shop.
- 9.1.2** You shall be required to settle any outstanding payment at the time of termination. Safaricom reserves the right to settle the outstanding payment from your deposit.
- 9.1.3** You are required to pay the decommissioning charge unless the decommissioning is done by Safaricom at no fault of the Customer,

9.2 Service Termination by Safaricom

- 9.2.1** If You ask to reconnect after the Service is decommissioned, it will be treated as a new connection and charges for new connection shall apply accordingly.
- 9.2.2** Safaricom may deactivate/terminate the Service if You don't pay your bill within Ninety (90) days from the billing date.

10. Service Level Agreement (SLA)

- 10.1** The Service will have no SLA as the Service takes a best effort basis.
- 10.2** Despite the above provision, in the event of a service interruption lasting more than seven (7) days without fault on the part of the customer, Safaricom reserves the right to deduct the equivalent amount for the number of days from the next billing period.
- 10.3** If there is a service interruption due to the fault of Safaricom lasting more than 3 (three) month, the Customer reserves the right to disconnect the Service by giving notice before the 12-month minimum subscription period ends, without being charged for the remaining contract period.

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 must neither use the Service and Safaricom Provided Equipment in any manner or for any purpose other than as set out in these Terms and Conditions, nor negligently or intentionally permit any other person to do so.
- 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. Extension of postpaid Terms and Conditions

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

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

12.3 Safaricom reserves the right to amend or vary these terms and conditions or to withdraw 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.