

M-PESA GO ACCOUNT TERMS AND CONDITIONS

- a. This document sets out the supplemental Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to the M-PESA GO Account (as hereinafter defined) opened by a Parent or Guardian on behalf of the Minor (as hereinafter defined).
- b. These Terms and Conditions shall apply in addition to the standard M-PESA Customer Terms and Conditions which are available at <https://www.safaricom.co.ke/personal/m-pesa>
- c. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.
- d. These Terms and Conditions apply to the Parent or Guardian who has activated the Account on behalf of the Minor.

1. Definitions

- a. **"Account"** means an M-PESA GO Account opened by a Parent or Guardian on behalf of a minor with a parental control capability to empower Parents/Guardians to have visibility and control over what minors do with the account. The Account shall be a record maintained by us of the amount of E-Money from time to time held by You and represented by an equivalent amount of cash held by the Trustee on Your behalf;
- b. **"Cash"** means the lawful currency of the Republic of Kenya;
- c. **"Cash Merchant"** means a person appointed to offer M-PESA registration, cash in and cash out Services and includes participating ATM networks, cash vending machines and electronic vending outlet and any other entity approved by Safaricom further details of which may be obtained from Safaricom;
- d. **"E Money"** means the electronic monetary value depicted in the M-PESA GO Account representing an equal amount of Cash held by the Trustee and which may be redeemed through an M-PESA Cash Merchant for an equal amount of Cash;
- e. **"Minor"** means a person between the age of 10 to 18 years on whose behalf an M-Pesa GO Account has been opened by a Parent or Guardian;
- f. **"M-PESA Services"** or **"M-PESA"** means the money transfer services provided by Safaricom including issuance, management and redemption of E-Money and Cash;
- g. **"M-PESA System"** or **"M-PESA"** means the system operated by Safaricom providing the M-PESA Services;
- h. **"Network"** means the Global System for Mobile Telecommunication ("GSM") system operated by Safaricom and covering those areas within the Republic of Kenya as stipulated from time to time by us;
- i. **"Outlet Operator"** means the assistant attending to the User at a Cash Merchant Outlet;
- j. **"Outlet"** means any shop, unit or other retail premises or portion thereof operated by a Cash Merchant;
- k. **"Parent"** or **"Guardian"** means the mother or father of a Minor and includes any person who is liable by law to maintain a Minor or is entitled to their custody;
- l. **"User"** means any person that participates in the M-PESA System by using the M-PESA Services to send or receive money and includes any person that facilitates the redemption of E-Money;

- m. **“Personal Information”** means personal identifiable information as prescribed in the Data Protection Act which includes but is not limited to name, address, phone number, identification number and location data;
- n. **“PIN”** means the personal identification number being the password chosen to access and operate the Account and includes the one-time 4-digit PIN sent to the User on registration for activating the Account;
- o. **“Pre-paid Airtime”** means mobile phone calling credit on Safaricom’s Network;
- p. **“Registration Form”** means the registration form containing registration details and the acceptance of these Terms and Conditions by the Parent or Guardian;
- q. **“Safaricom Products and Services”** means any products and services provided to the User by Safaricom whether under this Agreement or otherwise and includes without limitation the Safaricom Post Pay voice and data services, Safaricom Pre- Pay voice and data services, Safaricom emergency credit service known as ‘Okoa Jahazi’ and the Safaricom loyalty points accrual and redemption service known as ‘Bonga’.
- r. **“Secret Word”** means the secret password allocated to the User upon activation of the M-PESA GO Account by keying in the PIN;
- s. **“SIM Card”** means the subscriber identity module which when used with the appropriate mobile phone equipment enables the User to use the M-PESA Services;
- t. **“SMS”** means a short messaging service that enables the transmission of text messages from one mobile phone to another;
- u. **“Transaction”** means the movement of money in to, or out of the M-PESA GO Account;
- v. **“Trustee”** means the M-PESA Holding Company Limited;

2. Service Description

- a. Safaricom operates the M-PESA GO Account that allows a Minor to undertake M-PESA transactions as defined by the service and allowed by the Parent or Guardian through the jointly registered mobile phone number.
- b. The M-Pesa GO Account is available to Safaricom Minor subscribers between the age of 10 and 17 years upon activation of the Account the Parent or Guardian and acceptance of these Terms and Conditions by the Parent or Guardian.
- c. A Parent or Guardian may register for an M-PESA GO Account at any Safaricom retail shop or authorised Cash Merchant by completing the M-PESA GO Account Registration Form.
- d. By registering to use the M-PESA GO Account, the Parent or Guardian agrees to these Terms and Conditions (the “Terms and Conditions”), which shall form a legally binding agreement between the Parent or Guardian (on behalf of the Minor) and Safaricom.
- e. The Parent of Guardian shall remain the legal owner of the registered SIM Card until the minor attains the age of 18 and the line is transferred to them upon provision of the required Identification Document.
- f. Safaricom may in its absolute discretion refuse to register or revoke the registration of any person on the M-PESA GO Account.
- g. The current transactional limits shall be applicable to the Account in addition to any limits set by the Parent or Guardian.

- h. All charges applicable to the M-PESA Service are set forth in a separate fee schedule available at Cash Merchant outlets and as may be published from time to time by Safaricom and are subject to change at any time at Safaricom's sole discretion.

3. Account Opening and Maintenance

- a. The following conditions must be met before opening an M-PESA GO Account for a minor :
 - i. The Minor must be between the age of 10 and 17 years.
 - ii. The Minor must have an M-PESA enabled SIM card through which they may access the M-PESA services. If the SIM card is not M-PESA enabled, the Parent or Guardian may swap it at a nominal fee for one that is M-PESA enabled.
 - iii. A Parent or Guardian must complete the Registration Form and submit it when duly completed and signed. A completed Registration Form shall bear the child's name as it appears on the birth certificate or guardianship certificate and indicating details of the minor including date of birth, birth certificate number and such other information as may be required. The Registration Form may be filled in by electronic means and accepted also by electronic means.
 - iv. An Account will be created under the Parent/Guardian details as per their legally accepted documents. For this agreement, sufficient proof of (ID) shall be an original national or military ID card or Passport if You are a Kenyan national; and original Alien Certificate. Copies of the ID provided may be retained by the Safaricom outlet or authorised Cash Merchant facilitating registration.
 - v. The Parent or Guardian must not provide any false, inaccurate, incomplete or misleading information.
- b. The Parent/Guardian will indicate at registration process the nature of the account.
- c. An M-PESA GO Account will not exist without a Parent/Guardian linked to the Account.
- d. Only a Guardian/Parent whose details are captured on M-PESA registration for the Account will be able to do the following:
 - i. Add/ Delete the minor;
 - ii. Enable and disable services
 - iii. Check account information;
 - iv. Enable or disable notifications; and
 - v. Limit Spend and usage.
 - vi. Define working time
- e. The Parent/Guardian is responsible for ensuring that the Minor's registration details are maintained up to date.
- f. The following restrictions controls shall be applicable on the M-PESA GO Account:
 - i. Prohibition of payments to betting or gambling activities;
 - ii. Prohibition of access to credit products;
 - iii. Limitation on cash withdrawal and deposits

- iv. And any other restrictions Safaricom may deem applicable
- g. Safaricom may reject the M-PESA GO Account application at its discretion if any of the Account opening requirements are not met or if the Parent or Guardian fails to provide us with satisfactory proof of identification.
- h. Safaricom reserves the right to request further information pertaining to the Account at any time failure to which may result in limitation on usage of the M-PESA Service, suspension or termination of the Account.
- i. No interest will be paid on any funds held in the M-PESA GO Account.
- j. Upon attaining the age of 18, the Parent/Guardian and the minor will visit any Safaricom retail shop to complete the change of ownership process. All restrictions on M-PESA GO Account will be removed.

4. Account Usage:

- a. After the Account has been opened and activated, the Minor will be able to initiate the following Transactions:
 - i. receive E-Money from other users as approved by their Parent or Guardian;
 - ii. buy Safaricom Prepaid Airtime;
 - iii. pay for goods purchased from approved participating "Buy Goods" merchants;
 - iv. manage the Account (e.g., check balance inquires, change PIN, etc.); and
 - v. any other Transactions as may be introduced by Safaricom from time to time.
 - vi. Other services including loading of E-Money and withdrawing cash are restricted

Safaricom retains the right to allow other transactions in future subject to approval by the Parent or Guardian

5. M-PESA Access Responsibility

- a. Access to the M-PESA Services is PIN protected. The Minor hereby agrees to guard the PIN and not to disclose it to any third-party including M-PESA Outlet Operators, Safaricom staff or any person purporting to have authority to ask for it.
- b. The Minor acknowledges that they shall be solely responsible for the security of their PIN and Secret Word. Safaricom shall not be liable for any disclosure of the PIN to any third party and the Parent or Guardian hereby agrees to hold Safaricom harmless from any losses that result from any PIN disclosure.
- c. The Parent or Guardian and the Minor are jointly responsible for all instructions given to Safaricom in relation to the M-PESA GO Account.
- d. Safaricom shall deem each correct PIN entry as being performed by the legitimate owner of the M-PESA GO account and shall regard all subsequent Transactions as validly performed by the Minor, Parent or Guardian.

6. Loading E-Money

- a. Loading of E-Money to the M-PESA GO Account shall be restricted to a Parent or Guardian sending money to the M-Pesa GO Account

- b. Safaricom reserves the right to prescribe Transaction limits and may allocate some M-PESA GO Accounts with higher or lower limits. Parents or Guardians may set a maximum limit allowed for each of their minor accounts.

7.Fees

- a. The prevailing M-PESA tariff charges shall be applicable to M-PESA GO Accounts.
- b. All fees are deducted at source and are subject to change at any time at Safaricom's sole discretion.
- c. Fees payable on each Transaction will be deducted from the M-PESA Account at the completion of each Transaction. The new balance on completion of the Transaction shall be notified to the Minor by SMS.
- d. Except as may otherwise be notified, fees are inclusive of all applicable taxes at the prevailing rate.

8. Collection of information

- a. We are required by law to collect certain Personal Information and are legally obligated to deny the service if such information is not availed.
- b. Apart from the legal obligation mentioned above, we also need to collect Personal Information for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

9.Privacy

- a. We are committed to respecting and protecting the privacy of the information we collect from You. Our privacy statement, as updated from time to time, explains how we treat Personal Information, who we share information with, and measures taken protect the privacy of the information when the Minor uses our Service. This can be found in Safaricom's Data Privacy Statement. If unable to access the link or our website, please reach us on any of our customer care channels to receive a copy.
- b. The Parent or Guardian shall notify the nearest Safaricom Shop in writing of any changes to the Personal Information or update the same through the Equipment on the STK Menu, USSD, M-Pesa App or Safaricom App including but not restricted to Your name and address. Until such notice is received, Your Personal Information shall be deemed to be that which You provided in Your application to register for the Service.