

# SME Voice & Data Application Form

Account Number

Sales Agent/Executive .....  
Region .....

Sale Agent/Executive Contacts .....  
Agency .....

## Customer Details

Business Name

Postal Address  Code

City/Town

Physical Address  Industry .....

Contact Mobile Number  Number of Employees .....

Landline Contact Number

Email Address

Business Permit Number  Certificate of Registration/Incorporation  Number

\* Please attach a copy of ID/Passport and Business Permit/Certificate of Registration is required to subscribe to the service

## Other Details

Name of Contact

Telephone/ Mobile Number

## Bundles (Tick where applicable)

Prepay Voice Bundles	<input type="checkbox"/> Voice 1000 @ KShs. 1,000	<input type="checkbox"/> Voice 2000 @ KShs. 2,000	<input type="checkbox"/> Voice 3000 @ KShs. 3,000	<input type="checkbox"/> Voice 5000 @ KShs. 5,000	<input type="checkbox"/> Voice 7000 @ KShs. 7,000	<input type="checkbox"/> Voice 10000 @ KShs. 10,000
On-Net Voice Rate	KShs. 3.50	Ksh 3.00	Ksh 2.50	Ksh 2.50	Ksh 2.50	Ksh 2.50
Off-Net Voice Rate	KShs. 4.00	Ksh 3.80	Ksh 3.50	Ksh 3.00	Ksh 3.00	Ksh 3.00
On-Net & Off-Net SMS Rate	KShs. 1.00	Ksh 1.00	Ksh 1.00	Ksh 1.00	Ksh 1.00	Ksh 1.00
Validity Period	30 Days	30 Days	30 Days	45 Days	45 Days	45 Days

Data Bundles	<input type="checkbox"/> 3GB @ Ksh 1,000	<input type="checkbox"/> 7GB @ Ksh 2,000	<input type="checkbox"/> 15GB @ Ksh 3,000	<input type="checkbox"/> 30GB @ Ksh 5,750	<input type="checkbox"/> 60GB @ Ksh 6,750
Validity Period	30 Days	30 Days	30 Days	45 Days	45 Days

- Customers can select & purchase bundles through USSD upon receiving confirmation for successful subscription to the service.
- Out of bundle rates apply at prevailing Safaricom rates for services other than local calling. This includes International calls, Roaming(Data & Voice) , Mobile Data, Premium Rate and SMS Services, and will be deducted from the total value of the bundle selected.
- Data bundles are valid only for data services.

## Devices

Mi-Fi @ KShs. 10,699

Quantity

Deskpone @ KShs. 4,000

Quantity

## Payment Terms

Payment method Cash  M-PESA  Cheque  Other

## Customer Declaration

I hereby confirm that the information provided is accurate and undertake to inform Safaricom Limited of any changes. I accept Safaricom's Terms and Conditions for this service printed overleaf. I hereby authorise Safaricom Limited to approach our bankers and any other trade reference for any information Safaricom Limited may require.

Customer's Signatory Name..... Signature..... Date

# TERMS & CONDITIONS FOR SAFARICOM MOBILE VOICE & MOBILE DATA BUNDLES (SME BUNDLES)

## 1. APPLICATION OF TERMS AND CONDITIONS

- 1.1 These Terms and Conditions shall apply to the provision of Bundles by Safaricom and the use of the Bundles by the Customer. The Customer will be deemed to have accepted these Terms and Conditions upon submission of the Order Form to Safaricom. The Order Form forms part of the agreement between Safaricom and the Customer and is hereby incorporated into these Terms and Conditions.
- 1.2 Where a Customer purchases Bundles through a USSD Menu without first having signed an Order Form, these Terms and Conditions will be binding on the Customer upon submission of the request for the activation of the Bundles through the USSD Menu. The options selected by the Customer on the USSD Menu and details submitted by the Customer through the USSD Menu shall be binding on the Customer and Safaricom.
- 1.3 These Terms and Conditions will apply to each Purchase
- 1.4 Capitalised terms in the above sections shall have the meaning defined in section 2 (Definitions & Interpretation).

## 2. DEFINITIONS & INTERPRETATION

- 2.1 Definitions
- In these Terms and Conditions:
  - a. **"Bundle"** means the specific allocation of Resources indicated on the Order Form or on the USSD Menu.
  - b. **"Charges"** means the charges to be paid by the Customer to Safaricom for a Bundle as indicated on the Order Form or USSD Menu.
  - c. **"Content"** means any call, data or any other material transmitted or communicated by Customer through the use of the Services.
  - d. **"Credentials"** means a PIN, password or any other security feature used by the Customer to secure access to the Resources.
  - e. **"Customer"** means the Person listed as the customer on the Order Form and for Bundles requested through USSD option, "Customer" means the person in whose name the Number is registered.
  - f. **"Devices"** means a handset, router, modem or other device indicated on the Order "Device Manufacturer" means the manufacturer of a Device.
  - g. **"Force Majeure Event"** means any happening or event which is beyond the reasonable control of a Party and which affects a Party's performance of its obligations or makes such performance impossible or impracticable in the circumstances. Force Majeure Events include acts of God, riots, war, armed conflict, vandalism, sabotage, civil unrest, acts of terrorism, acts of government or Regulators, fire, power outages, adverse weather conditions.
  - h. **"Local Services"** means voice calls and SMS to Safaricom subscribers within the Republic of Kenya or to subscribers of any other network within the Republic of Kenya.
  - i. **"Governing Law"** means the laws of the Republic of Kenya
  - j. **"Number"** means the mobile number (MSISDN) which will be loaded with the Bundles upon activation of the Bundles.
  - k. **"Offending Material"** means any Content whose communication, transmission, storage or hosting is prohibited by Governing Law including Content which is abusive, defamatory, obscene, pornographic, offensive or furthers an illegal act or purpose.
  - l. **"Out of Bundle Usage"** means:
    - i. for Bundles designated as **"Voice Bundles"** the use of Resources for Services other than Local Services; and
    - ii. for Bundles designated as **"Data Bundles"** the use of Resources for roaming on data.
  - m. **"Order Form"** means Safaricom's application form or order form for the Bundles submitted by the Customer to Safaricom.
  - n. **"Out of Bundle Rates"** means Safaricom's published rates for Out of Bundle Usage.
  - o. **"Regulator"** means the Communications Authority of Kenya (CA) and any other person exercising regulatory, supervisory or governmental authority under Governing Law.
  - p. **"Resources"** means the airtime value or defined volume of data allocated to each Bundle.
  - q. **"Safaricom"** means Safaricom Limited whose offices are located at Safaricom House, Waiyaki Way, Westlands, Nairobi
  - r. **"Services"** means any services offered by Safaricom and which can be accessed through the use of the Resources.
  - s. **"Terms and Conditions"** means these terms and conditions including the Order Form and the details submitted by a Customer through the USSD Menu.
  - t. **"Third Party Top Up"** means the purchase of Bundles by the Customer on behalf of a User.
  - u. **"USSD Menu"** means Safaricom's interactive menu on the Customer's device which can be accessed by the Customer or User by dialing the short code which shall be notified to the Customer
  - v. **"User"** means any Person on whose behalf a Third Party Top Up is made.
  - w. **"Validity Period"** means the validity period for a Bundle as indicated on the Order Form.

## 2.2 Interpretation

- Except where the context otherwise requires:
- a. clause, sections and schedule headings are included for convenience only and will not affect the construction or interpretation of these Terms and Conditions;
  - b. (any phrase introduced by the words "including", "includes", "in particular", "for example" or similar shall be construed as illustrative and without limitation to the generality of the related general words.
  - c. unless expressly stated otherwise, any reference to a clause, section or schedule is to the relevant clause, section or schedule of these Terms and Conditions.
  - d. use of the singular includes the plural and vice versa.
  - e. any reference to "Persons" includes natural persons, firms, partnerships, bodies corporate, arms of government, entities founded under treaties, foreign missions, foundations and trusts.
  - f. all references to the Parties includes their permitted successors and assigns.
  - g. Safaricom and the Customer are each individually referred to as a "Party" and together as "Parties."
  - h. The term "Purchase" means the Customer's purchase of a Bundle (including Third Party Top Ups) by paying the Charges.

## 3. ACTIVATION OF THE BUNDLES

- 3.1 PostPay Customers
- Where the Order Form provides for a Purchase on postpay or on credit terms:
  - a. Safaricom will activate Bundles for postpay Customers once the Order Form has been processed and approved by Safaricom. Safaricom will notify the Customer once the Bundles have been activated. Bundles will be activated on the Number designated by the Customer.
  - b. Safaricom reserves the right to request a Customer to deposit a specified sum of money or a bank guarantee as security for performance of the Customer's obligations under this Agreement. The Customer hereby permits Safaricom to carry out credit checks in order to determine the Customer's creditworthiness before extending credit terms to the Customer.
- 3.2 PrePay Customers
- Safaricom will notify the Customer once the Order Form has been processed and approved. The Customer may then Purchase a Bundle through the USSD Menu.
- 3.3 Validation of Customer Details
- Safaricom reserves the right to decline the Customer's order where the Customer has not submitted the specified details or required documentation, where Safaricom has reasonable grounds to believe that the details or particulars submitted by the Customer are inaccurate or for any other grounds permissible under Governing Law.
- 3.4 Third Party Top Ups
- Safaricom will notify the Customer of the number of Third Party Top Ups a Customer may perform within a defined period. The Customer shall be responsible for notifying Users of the restrictions on the use of the Bundles as defined in these Terms and Conditions.
- 3.5 Loyalty Points
- The Customer will earn points under Safaricom's Bonga loyalty program by usage of the Resources. Loyalty points earned by usage of Bundles by a User will be allocated to the Customer and not the User.
- 3.6 Concurrent Subscriptions
- Resources will be utilized before any other airtime or other bundles or resources available from redemption of loyalty points or credit schemes.
- 3.7 Credentials
- The Customer shall be responsible for applying Credentials and for maintaining the confidentiality and security of the Credentials. The Customer shall pay the Charges even in instances where in the Customer's opinion, the use of the Bundles was done without the authority of the Customer.

## 4. RENEWAL & VALIDITY OF BUNDLES

- 4.1 Bundles marked as "Voice Bundles" may be used for all Services. Local Services will be billed at the tariffs indicated on the Order Form and the Resources in a Bundle will be depleted accordingly. All Out of Bundle Usage will be billed at the applicable Out of Bundle Rate and the Resources will be depleted accordingly.
- 4.2 Bundles marked as "Data Bundles" can only be used for data Services. Out of Bundle Rates will be applied for all data roaming services accessed using the Resources.
- 4.3 Bundles will be valid for the Validity Period. Upon the expiry of the Validity Period all unutilized Resources in a Bundle will be forfeited by the Customer. Unutilised Resources will not be rolled over upon the expiry of the Validity Period.

- 4.4 Resources in a Bundle may be depleted before the expiry of the Validity Period depending on the Customer's usage of the Services. The Customer may check the balance on the Bundle on the USSD Menu.
- 4.5 The Customer may Purchase a Bundle upon the expiry of the Validity Period. The Customer may also Purchase a Bundle once the Resources in a Bundle have been exhausted.
- 4.6 Once the Validity Period has expired or the Resources in a Bundle have been depleted before the expiry of the Validity Period, Local Services used by the Customer or a User will be billed at Safaricom's prevailing tariffs for Local Services.
- 4.7 Bundles cannot be transferred from one Number to any other Number. Bundles cannot be redeemed for cash or airtime. Once a Customer Purchases a Bundle the Purchase is not refundable

## 5. DEVICES

Devices are sold subject to the manufacturer's limited warranty which is packaged together with the Devices. All faulty Devices will be handled in accordance with the manufacturer's limited warranty. The cost of the Devices shall be indicated on the Order Form. The Customer and Safaricom will agree on the terms for delivery of the Devices upon the purchase of the Device by the Customer.

## 6. CUSTOMER CARE AND SUPPORT

- a. A Customer may contact Safaricom for assistance with any issues related to the Services through the following channels:
  - b. For PrePay customers by calling the number 100, 2222 or by sending an e-mail to [customercare@safaricom.co.ke](mailto:customercare@safaricom.co.ke)
  - c. For PostPay customers by calling the number 200, 2222 or by sending an e-mail to [advantage@safaricom.co.ke](mailto:advantage@safaricom.co.ke)

## 7. SERVICE DELIVERY

- 7.1 Service Warranties
- Safaricom will deliver the Services in a professional and workman-like manner and shall resolve all matters raised by the Customer within a reasonable period.

## 7.2 Service Availability

- a. The quality and availability of Services may be affected by factors including Force Majeure events, maintenance or other works on Safaricom network. Where faults or interruptions in the Services are attributable to Safaricom, Safaricom will remedy the fault or interruption on a best effort basis.
- b. Safaricom may, upon notification to the Customer suspend the Services for any period during which:
  - i. Safaricom is required to comply with an order or instruction of or on recommendation from the government or a Regulator or other competent authority;
  - ii. Safaricom is investigating an alleged material violation by the Customer of its obligations under this Agreement.

## 8. GOVERNANCE

Each Party represents to the other Party that all consents, approvals, permits or authorizations required under Governing Law or under the constitutional documents of a Party to enable a Party to lawfully perform its obligations hereunder have been obtained or made and are in full force and effect and that each Party will maintain such approvals, permits registrations and authorizations for as long as the Customer uses the Bundles.

## 9. NO LIABILITY

Safaricom will not be liable to the Customer for any losses (including direct losses, indirect losses or consequential losses of any nature) or for any damage or any injury suffered by the Customer arising from or in connection with the Purchase and use of the Bundles or as a result of downtime in Safaricom's network or failure of Safaricom's network or the failure by the Customer to use the Resources or to access the Bundles.

## 10. CANCELLING SUBSCRIPTION TO THE BUNDLES

- 10.1 Postpay customers may terminate the Services at any time by giving written notice of termination to Safaricom. The Customer will be permitted to use any unutilized Resources subject to the restrictions defined in section 4.3. The Customer shall pay all outstanding Charges within thirty (30) days taken from the date of the notice of termination issued by the Customer. Where applicable, Safaricom will refund the deposit (if any) paid by the Customer (without interest) and less any overdue Charges or any Out of Bundle Rates.
- 10.2 Prepay customers may unsubscribe from the Bundles through the options provided in the USSD Menu.

## 11. FORCE MAJEURE

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, PROVIDED THAT the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms of this Agreement. A Party affected by an event of Force Majeure shall notify in writing the other party of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

## 12. DATA USAGE AND PROTECTION

- 12.1 Safaricom and its personnel shall during the term of this Agreement comply with the Governing Law in connection with the processing of information or data disclosed by the Customer to Safaricom.
- 12.2 Safaricom may use the data provided by the Customer for purposes connected to the delivery of the Services and:
  - a. for fraud prevention and law enforcement;
  - b. to comply with any legal, governmental or regulatory requirement;

## 13. NOTICES AND NO WAIVER

- 13.1 Any notices for purposes of legal proceedings will be served:
  - i. In the case of the Customer: By Registered Post to the address indicated on the Order Form or the address given by the Customer during the subscriber registration process.
  - ii. In the case of Safaricom: by delivery to Safaricom House, Waiyaki Way, Nairobi and marked for the attention of the Director, Corporate Affairs
- 13.2 Such notices will be deemed to have been received 5 Business days after mailing if forwarded by post and the following business day if hand-delivered or dispatched by e-mail. "Business day" for the purposes of this clause 13 means Monday to Friday between the hours of 0900 and 1700, excluding public holidays.

## 14. DISPUTE RESOLUTION

- 14.1 Amicable Settlement
- The parties shall use their best efforts to settle amicably any dispute arising from or in connection with this Agreement.
- 14.2 Arbitration
- a. If the dispute has not been settled amicably within thirty (30) days (or such longer period as may be agreed upon between the Parties) from when the dispute resolution process was instituted (or such longer period as may be agreed upon between the Parties), a Party may elect to commence arbitration.
- b. Where a Party elects to commence arbitration proceedings, such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of the notification of a dispute, the arbitrator shall be appointed upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom.
- c. Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.
- d. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.

14.3 Notwithstanding the provisions of clause 14.2, a Party shall be at liberty to pursue such other dispute resolution or injunctive measures as may be available to that Party under the Governing Law.

## 15. ENTIRE AGREEMENT & VARIATION TO THE AGREEMENT

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement. This Agreement shall not be varied or cancelled, unless such variation or cancellation shall be expressly agreed in writing by each party.

## 16. SEVERABILITY

If any provision of this Agreement is declared by any judicial or other competent authority or an arbitrator appointed hereunder to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of Safaricom it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

## 17. CUMULATIVE REMEDIES & NO WAIVER

Except where this Agreement provides otherwise, the rights and remedies contained in it are cumulative and not exclusive to rights or remedies provided by law. The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

## 18. RESERVED RIGHTS

Safaricom may discontinue all or selected Bundles or change the Resources in a Bundle upon notice to the Customer PROVIDED THAT Safaricom shall not cancel any unutilized Resources before the expiry of the Validity Period.

## 19. GOVERNING LAW

These Terms and Conditions and the performance of the Parties obligations shall be governed by Governing Law.