



SAFARICOM M-PESA CARD TERMS AND CONDITIONS

These terms and conditions apply to your M-PESA Card which by extension includes without limitation tags, wrist bands, devices and cards utilising the near field communications technology (NFC) and issued to you by Safaricom (the "M-PESA Card"). You must read them carefully. In these terms and conditions "you" means the named M-PESA Cardholder and the authorised user of the M-PESA Card. "Safaricom" refers to Safaricom Limited, "M-PESA" refers to the money transfer service managed by Safaricom, "POS" means Point of Sale and "Website" means our website (www.safaricom.co.ke). These terms should be together with our M-PESA Customer Terms and Conditions that are available on our Website and that govern your use of the M-PESA Service.

1. Your M-PESA Card

- 1.1 Use of the M-PESA Card is restricted to the locations appointed by Safaricom in its sole discretion ("**Locations**").
- 1.2 You will not be able to use your M-PESA Card after its expiry date as indicated on the Card.
- 1.3 Your M-PESA Card is not a credit card or a debit card. You will not earn any interest on any funds loaded on your M-PESA Card. Transactions done will automatically debit the M-Pesa wallet.
- 1.4 You will be eligible for Bonga points for transactions paid for through your M-PESA Card.

2. Eligibility

- 2.1 To apply for our M-PESA Card you must be at least 18 years old and a holder of either a National Identity Card or a Military ID or a valid Passport or alien ID.
- 2.2 You must be a registered M-PESA user.
- 2.3 The M-PESA Card is only available to individual M-PESA Customers and is not available to M-PESA Paybill or M-PESA Merchant Customers.

3. Applying for and activating your M-PESA Card

- 3.1 The M-PESA Card will be issued in Safaricom Shops and selected dealers available in the Locations listed in clause 1.1 above, at no cost to you.
- 3.2 The M-PESA Card will be activated for your use. Your Card will be paired with your MSISDN in the Safaricom M-PESA Card Management System.
- 3.3 You will receive a message on your MSISDN advising you of activation. You will also be directed on where to access these Terms and Conditions in order to accept or reject them. Once you accept the Terms and Conditions your Card will be activated and you will receive a message advising of the successful activation.

4. Pilot Period

The Pilot will run for such period as appointed by Safaricom when the M-PESA Card is made available to you for use.

5. Loading your M-PESA Card

Your M-PESA Card is linked to your M-PESA account. Therefore, before using the M-PESA Card it is your responsibility to ensure that you have sufficient funds in your M-PESA account to cover your transaction plus the costs of the transaction where applicable.

6. Using your M-PESA Card

- 6.1 You can use your M-PESA Card at any outlet with a Lipa Na Mpesa (LNM) Point of Sale (POS) within the Locations as listed in clause 1.1 above.

6.2 Detailed instructions on how to use your M-PESA Card are found on our Website and promotional materials that will be distributed in the Locations.

6.3 The M-PESA Card and all intellectual property on the Card remains the property of Safaricom. We may ask you to stop using your M-PESA Card and return it to us or destroy it.

7. Card Management

7.1 Blocking

To block your M-PESA Card, you may dial such number as may be availed to you for that purpose and follow the prompts, visit any of our Retail Shops in the Locations or call our customer support centre.

7.2 Replacement & Reactivation

In the event the M-PESA Card is lost, stolen or misplaced, you can replace your Card at any of the Locations at a fee appointed by Safaricom.

7.3 PIN Management

7.3.1 You will be able to change the M-PESA PIN to secure your transactions through the M-Pesa menu available on your SIM card.

7.3.2 If you lock your PIN, you can contact our Customer Care or visit any of the retail shops in the Locations for a PIN reset.

7.4 Balance Enquiry

7.4.1 Balance on your M-PESA account reflects the balance available on the M-PESA Card for any transaction.

7.4.2 Balance query will be done from the M-PESA menu.

7.5 Mini Statements/Full Statements

7.5.1 You can access your M-PESA Mini Statement or full statement by dialling *234# or through the Web Self-care menu and putting in your PIN or through the Safaricom APP.

8. Accounts Closure (Death and Next of Kin Processing)

8.1 For purposes of account closure as a result of death, Safaricom's next of kin procedure shall be used where a claim is made for the funds in his/her account.

8.2 The following documents shall be presented by the claimant in person at the Retail Centre.

8.2.1 Copy of the Death Certificate.

8.2.2 Letter from Provincial Administration Office e.g. PC or DC.

8.2.3 Sworn Affidavit.

8.2.4 Copy of ID of Claimant.

8.3 In place of (8.2.2) and (8.2.3) above, a claimant can bring the following documents below;

8.3.1 Grant of probate where an M-PESA subscriber dies and has written a will.

8.3.2 Letter of Administration where a person dies without a will.

9. Cancellation and expiry of your M-PESA Card

This agreement will continue unless terminated. You have a legal right to cancel your M-PESA Card at any time. A redemption fee may be charged (see Fees section below).

- We may terminate or suspend, for such period as may reasonably be required, Your use of the M-PESA Card or any of them at any time, without prior notice;
- in the event of any fault or failure in the data information processing system;
- if We reasonably believe that You have used or are likely to use the M-PESA or any of them (or allowed them to be used or are likely to) in breach of any provision of this Agreement or to commit any offence;
- if any available balance may be at risk of fraud or misuse;
- if We suspect that You have provided Us with false or misleading information;
- by order or recommendation of any relevant governmental or regulatory authority;
- If We are not satisfied with any anti-money laundering or other investigations We have undertaken or if we suspect fraud;
- In the event of your death

If you cancel your M-PESA Card, once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to you through the M-PESA system.

10. Keeping your M-PESA Card secure

You should treat your M-PESA Card like cash. If it is lost or stolen, you may lose some or all of your money via the M-PESA Card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your M-PESA Card safe and not let anyone else use it. You shall immediately notify Safaricom through the customer care number (100) of the loss of your card. However, Safaricom shall not be liable for any lost funds on your M-PESA Card where Safaricom has not been notified of the loss of the Card

11. Limitations of Liability; Force Majeure

11.1 We will not be liable for any loss arising from:

- any cause which results from abnormal or unforeseen circumstances beyond our control, consequences which would have been unavoidable despite all our efforts to the contrary; or
- a merchant refusing to accept your M-PESA Card; or
- our compliance with legal and regulatory requirements;
- loss or corruption of data unless caused by our wilful default.

11.2 We are also not liable for:

- business interruption, loss of revenue, goodwill, opportunity or anticipated savings;
- any indirect or consequential loss.

11.3 Safaricom's total liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise under or in connection with any claim relating to a Purchase shall be limited to 100% of the value of that Purchase.

11.4 We shall have no liability for any failure or delay resulting from any event or condition beyond the reasonable control of us, including governmental action or acts of terrorism, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, earthquake, fire, flood or other acts of God, compliance with any law or governmental order, rule, regulation or direction, default of suppliers or subcontractors or Internet disturbances.

12. Card Expiry

Your card will expire on the date indicated on the Card. Once your M-PESA Card has expired you will not be able to use the M-PESA Card.

13. Changes to these Terms

We may change these terms and conditions and the changes to this terms and conditions will be published on the website. Your continued use of the M-PESA Card signifies acceptance of the changed terms and conditions. Where you are not agreeable to the change of these terms you are free to terminate this agreement as per the terms of Clause 10 herein. We may at any time suspend, restrict or cancel your M-PESA Card or refuse to issue or replace a M-PESA Card for reasons relating to the following:

- If we do this, we will inform you as soon as we can or are permitted to do so after we have taken these steps. Like other payment cards, we cannot guarantee a retailer will accept your M-PESA Card.
- if we are concerned about security of your M-PESA Card or we suspect your M-PESA Card is being used in an unauthorised or fraudulent manner;
- if we have reasonable grounds to believe that you are acting in breach of this agreement;
- if we believe that a transaction is potentially suspicious or illegal; or
- because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.
- If we refuse to authorise a transaction, we will, if practicable, tell you why immediately unless it would be unlawful for us to do so.
- The M-PESA Card is non-transferable. The person to whom the M-PESA Card is issued is the only person authorized to use the Card. Please do not give your Card to anyone else to use.

14. Your Details

You must let us know as soon as possible if you change name, address, phone number or e-mail address. If we contact you in relation to your M-PESA Card, for example, to notify you that we have cancelled your M-PESA Card, we will use the most recent contact details you have provided to us. Any e-mail to you will be treated as being received as soon as it is sent by us. We will not be liable to you if your contact details have changed and you have not told us.

15. No Endorsement of Goods and Services

Safaricom does not represent or endorse, and shall not be responsible for:

- the safety, quality, accuracy, reliability, integrity or legality of any Merchant or Goods and Service, the truth or accuracy of the description of any advice, opinion, offer, proposal, statement, data or other information (collectively, "**Content**") displayed or distributed, purchased or paid through the Service; or
- the ability of Merchants to deliver Goods and Services.

16. Complaints

The M-PESA Card programme is managed by Safaricom. If you are unhappy in any way with your M-PESA Card or the way it is managed, tell us by using the e-mail enquiry facility on the Website so we can investigate the circumstances for you. Any complaints you have will be dealt with quickly and fairly.

17. Assignment

We may assign the benefit and burden of these terms and conditions to another company at any time. If we do this, your rights will not be affected.

18. Governing Law

These terms and conditions will be construed in accordance with Kenyan law.

19. Fund Protection

The funds in the M-PESA Card will be held under the M-PESA Platform to ensure the security of the funds. You will therefore only load and redeem funds from the card through your MSISDN.

20. M-PESA Card Issuer

Your M-PESA Card is issued by Safaricom, and your M-PESA Card is not transferable to anyone else. By using the M-PESA Card you are agreeing to these terms and conditions.