



TERMS AND CONDITIONS FOR SAFARICOM MyMARKET POWERED BY VERSE

The following terms and conditions apply to the Safaricom MyMARKET Service (“the Service”) and by activating this Service you will be deemed to have read, understood and accepted the same:-

1. The Service

- (a) This Service enables Safaricom PrePay and PostPay subscribers to access on line classified information such as jobs and buy/sell services from their mobile devices.
- (b) The Service will be available from **20th September, 2013 (“Service Date”)**

2. Eligibility

The Service is open to all Safaricom PrePay and Postpay subscribers.

3. How to Access the Service

You can access the service either through USSD or by accessing the internet link as described below. The Service offers a choice for one-off search or subscription.

3.1 Access through USSD:

3.1.1 One-off search mode

- (a) On your mobile device, key in your search criteria by dialing *665#;
- (b) You will receive a response via SMS informing you of the success or failure of the search.
- (c) If you receive negative feedback you will not be charged and you will be informed in the same SMS that at that moment there is no feedback that fits your search criteria but you have an option to subscribe to the Service for continuous feedback.
- (d) If you receive positive feedback:
 - (i) You will be informed of the available items as per the search criteria and the cost of retrieving each response;
 - (ii) You will be given the option to reply with a number eg. 1 to get more. If you respond to get more, you will be charged for the response;
 - (iii) There is no limit to the number of messages you can retrieve. You are free to request or pull as much information as you wish subject to payment for the same.
 - (iv) You will be charged per response and not per message. Note that a response can be longer than a message. A message has 160 characters.

3.1.2 Subscription

- (a) Select the area of interest by dialing *665#;
- (b) Key in your search criteria
- (c) You will be notified once an item that meets the search criteria you set is available;
- (d) You will be charged per response provided. Note that a response can exceed the normal message.
- (e) You have the option of deactivating the service by dialing *665# and selecting the appropriate option e.g. Job then select stop/delete subscription

- (f) The first time subscription message shall clearly indicate the service charges and opt out process e.g. dial *665*12# to unsubscribe.

3.2 Wap

- (i) Log onto www.safaricom.co.ke/soko
- (ii) Click on the category you are interested in. The available categories are; Jobs, Automobiles, Property, Electronics.
- (iii) Select service type – either Browse Ads on a pay as you go basis or subscribe for daily alerts or Post an Ad
- (iv) Fill the required fields then specify the period of subscription – either Daily, Weekly or Monthly.
- (v) You will be prompted to accept these Terms and Conditions before proceeding after which the subscribed service fee will be deducted.

4 Charges

- (a) If you use the service on one-off basis {Pay as You Go(PAYG)}, the charges for posting and pulling information are listed in the Table below;
- (b) If you use the service on a subscription basis, the charges are as listed in the Table below.

	Per Listing	Daily	Weekly	Fortnightly	Monthly	Pull
Seeker - PAYG	5/-	N/A	N/A	N/A	N/A	5/-
Seeker /Buyer-Subscription	5/- for maximum of 2 SMS per day	No subscription fee, weekly and monthly opt-in options available				2/-
Poster/Seller - Subscription	FREE, 1 SMS per day	N/A	10/-	N/A	30/-	2/-
SMS chat - anonymous	Kshs 1/- per chat alert for poster/seeker					

5 General Terms of Use

- (a) Users of the Service (job seekers, employers, sellers, buyers) are solely responsible for working out the exchange of information on services. Users shall therefore be solely responsible for the resolution of any disputes that may arise in their dealings. Safaricom shall not be responsible for any disputes or damage that may arise out of use of the services or information provided in the Service.
- (b) Users are responsible for researching and complying with any applicable laws, regulations or restrictions on items, services or manner of sale or exchange that may pertain to transactions in which they participate in.
- (c) Users are responsible for all applicable taxes and for all costs incurred by participating in the MyMARKET Service.
- (d) Safaricom will not be liable for any damages of any kind incurred as a result of the information contained in or the use of the Service.

- (e) Users shall not use or manipulate this service for any fraudulent activity or purpose. Services offered must comply with applicable laws.
- (f) Users shall not post the same advertisement in multiple places. Action may be taken to delete the advertisements and/or user accounts that we believe are misusing this Service. Prohibited spam or otherwise impermissible marketing activities in this Service may include, but are not limited to, the following:
 - (i) Posting an advertisement that is unrelated to the category in which the advertisement is placed;
 - (ii) Posting identical advertisements in the same category and location;
 - (iii) Posting an advertisement with inappropriate links, titles, descriptions, or unauthorized use of content to which the person posting does not have rights;
 - (iv) Posting an advertisement through unauthorized robots (crawling software);
 - (v) Soliciting another User to post an advertisement in another job or MyMARKET service. Users will post material for which they have ownership and will not request or ask other third parties or friends or relatives to post the same material or advert in the Service.
- (g) Users shall not post or make available the following or related content:
 - (i) that violates any law, is fraudulent, misrepresentative, misleading or pertains to the sale of any illegal, counterfeit, stolen goods and/or services
 - (ii) encourages crime, depicts graphic or gratuitous violence and gore, attacks or humiliation or is an incitement to endanger others;
 - (iii) that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant MyMARKET all of the license rights granted herein;
 - (iv) that is harmful, unlawful, threatening, cruel, offensive, abusive, harassing, defamatory, pornographic, sexually explicit, libellous, invasive of another's privacy, or harms minors in any way;
 - (v) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
 - (vi) that impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or entity;
 - (vii) that includes personal or identifying information about another person without that person's explicit consent;
 - (viii) that is false, deceptive, misleading, deceitful, mis-informative, or constitutes "bait and switch";

- (ix) that constitutes or contains "affiliate marketing," "link referral code," "junk mail", "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;
- (x) that constitutes or contains any form of advertising or solicitation if (1) posted in areas or categories of the Service which are not designated for such purposes; or (2) emailed to MyMARKET users who have requested not to be contacted about other services, products or commercial interests;
- (xi) that includes links to commercial services or web Services, except as specifically allowed by MyMARKET;
- (xii) that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation items the sale of which is prohibited or regulated by Kenyan law;
- (xiii) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (xiv) that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Service, or that otherwise negatively affects other users ability to use the Service; or
- (xv) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.
- (xvi) that directly or indirectly, offers, attempts to offer, trades or attempts to trade in any goods and services, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

(h) Users shall not:

- (i) contact anyone who has asked not to be contacted;
- (ii) "stalk" or otherwise harass anyone;
- (iii) collect personal data about other users for commercial or unlawful purposes;
- (iv) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service;
- (v) post non-local or otherwise irrelevant content, repeatedly post the same or similar content, or otherwise impose an unreasonable or disproportionately large load on the Service infrastructure;
- (vi) post the same item or service in more than one classified category or forum, or in more than one city/town;
- (vii) Attempt to gain unauthorized access to the Service computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Service.

- (i) Safaricom and its service providers reserve the right to remove, delete content, accounts of any User who in their sole discretion, is deemed to be misusing the Service.

6 Extension of Terms

- (a) Save as modified above, these Terms and Conditions are supplemental to and subject to the published Safaricom PrePay and PostPay Service Terms and Conditions, M-pesa Terms and Conditions and any other published terms and conditions that relate to any other Safaricom product/service that you may be using.
- (b) Safaricom reserves the right to modify, vary, amend or withdraw this Service. Such changes will be communicated through the media, Safaricom website or any other appropriate avenue as Safaricom may determine.
- (c) Terms and Conditions available on www.safaricom.co.ke