



Terms and Conditions for Safaricom's Telepresence Services

Telepresence as a service offers a live, face to face experience that enables people in different offices or geographical locations locally and globally to meet virtually over the internet. Safaricom's telepresence service is offered subject to these terms and conditions.

1. Definitions

In these Terms and Conditions:

"Booking Request" means the request sent by you to Safaricom by e-mail, or any other means as may be prescribed by Safaricom from time to time, requesting for a Reservation. The Booking Request must contain all the details set out in paragraph 3 below.

"Cancellation" means cancellation of the Reservation in the manner set out in paragraph 8. The term **"Cancel"** shall be construed accordingly.

"Charges" means the charges payable by you to Safaricom for use of the Service as described in paragraph 5.

"Customer" means you, the person submitting a Booking Request, and the terms "you" and "your" refer to the Customer.

"End Time" means the later of the time at which the Meeting is scheduled to end as indicated on the Reservation or in the event any extension of the Reservation has been granted in accordance with paragraph 7 the time at which the Meeting actually ends.

"Meeting" means the use or activation of the Service by interconnection of two or more Rooms indicated on the Reservation.

"Meeting Identification Number" means the unique Meeting identification number assigned by Safaricom to you and indicated on the Reservation.

"Meeting Time" means the period between the Start Time to End Time of a Meeting.

"Reservation" means Safaricom's confirmation of the Booking Request indicating the date and time during which the Meeting will be held and the Meeting Identification number.

"Rooms" means a Safaricom telepresence room and any other room available on Safaricom's Service network in which you wish to hold the Meeting.

"Safaricom" means Safaricom Limited and the terms "we", "ours" "us" refers to Safaricom.

"Start Time" means the time at which the Meeting is scheduled to begin as indicated on the Reservation.

"Terms and Conditions" means these terms and conditions and any variations or amendments of these terms and conditions.

"USD" means United States Dollars, the lawful currency of the United States of America.

"Working Hours" means 8.00 am to 5.00 p.m Monday to Friday excluding public holidays.

2. Eligibility for the Service

The Service is offered to all persons subject to these Terms and Conditions.

3. Submitting a Booking Request

(a) You can submit a Booking Request by sending email request to telepresence@safaricom.co.ke or any other e-mail address or manner as may be communicated by Safaricom from time to time. The Booking Request should contain the following information:

- (i) your name;
- (ii) the name of your contact person and their contact details;
- (iii) the date and time during which you wish to hold the Meeting;
- (iv) number of persons who will attend the Meeting. The Room can accommodate six (6) participants in the Meeting ;
- (v) Rooms where you would like to hold the Meeting

(b) Safaricom reserves the right not to process a Booking Request which does not contain all the information indicated in paragraph 3(i) to 3(v) above.

4. Confirmation of the Booking Request

(a) Once you have provided all the information listed in paragraph 3(i) to 3(v) above, Safaricom will send to you a Reservation by e-mail within six Working Hours of receiving the Booking Request.

(b) The Booking Request will be deemed to have been confirmed only upon sending of the Reservation to you. It is your responsibility to contact Safaricom if you have not received the Reservation within 12 hours of sending the Booking Request.

5. Charges & Payment for the Service

(a) The Service will be billed on an hourly basis. All Meeting Times that end on fractions of an hour will be rounded up to the next whole hour. The Charges will be in USD and will be indicated on the Reservation. If you wish to pay for the Reservation in Kenya Shillings, the conversion from USD to Kenya Shillings will be based on a rate to be determined by Safaricom and communicated to you upon request. You are responsible for checking the applicable Charges before submitting a Booking Request.

(b) You will be required to pay the Charges with your Booking Request except where Safaricom has expressly extended credit terms to you. If you are a Safaricom PostPay subscriber, you will still be required to obtain approval from Safaricom

for payment of Charges through your Safaricom Postpay account. Safaricom may grant such approval on such terms and conditions as Safaricom deems fit and Safaricom may reject such an application.

- (c) Safaricom reserves the right to cancel your Reservation if you do not make payment of the Charges while requesting for reservation

6. Activation of the Meeting

The Meeting will be activated automatically at the Start Time and will automatically terminate at the End Time.

7. Extension of Reservation

If you require an extension of the Meeting Time you must inform Safaricom at least half hour before the scheduled End Time and you must provide the following information

- Meeting Identification Number
- Extension required

The extension will be subject to availability of the Rooms and you agree to pay Charges for such extension.

8. Cancellation & No Shows

- (a) You may cancel a Reservation by sending an e-mail to telepresence@safaricom.co.ke. The e-mail must contain the Meeting Identification Number and must clearly state that you wish to cancel the Reservation. You will receive an e-mail notification confirming that the Reservation has been cancelled.

- (b) Upon Cancellation, the other Room will automatically be cancelled. In case of a Cancellation affecting more than two (2) Rooms the other Rooms will be sent a notification of your Cancellation of the Reservation and will be given the option to cancel through normal Cancellation process or to continue with the Meeting.

- (c) Upon Cancellation:

- (i) If you Cancel the Reservation at least seventy two (72) hours in advance of the Meeting Time you will not be liable to pay the Charges;
- (ii) If you cancel the reservation less than 72 hours to the Meeting Time but more than 48 hours to the Meeting Time you will be liable to pay 75% of the Charges.
- (ii) For the avoidance of doubt, the Cancellation fee will apply to cancellation of Reservations made less than 72 hours to the Meeting Time;
- (iv) If you Cancel the reservation less than 48 working to the Meeting Time you will be liable to pay full Charges for the Reservation. The

Cancellation Fee will apply to Reservations made less than 48 hours to the Meeting Time;

- (d) If you fail to show up for the Meeting you will still be liable to pay the full Charges (PostPay Customers) and for PrePay customers no refund will be given.

9. Warranties & Representations

- (a) The Service is offered "as is where is" and is offered in conjunction with third party Service providers.
- (b) Except as expressly provided in these terms and conditions Safaricom does not make any warranties or representations of any kind, either express or implied as to the nature and quality of the Service. Safaricom has not authorised its employees, agents, representatives to make a warranty of any kind on Safaricom's behalf and you should not rely on any such statement.
- (c) Safaricom makes no warranty or representation that the Service will be uninterrupted or error free or that it will meet your expectations. Safaricom cannot guarantee a continuous fault free Service. The quality and availability of the Service may be affected by factors including (but not limited to) force majeure, unplanned Services outages, internet downtime, vandalism of telecommunication infrastructure and interruptions in or failure of third party systems.

10. Exclusion and Limitation of Liability

- (a) Safaricom accepts no liability whatsoever to you for failure or delay in processing the Booking Request.
- (b) Safaricom's total liability to you for failure to provide the Services upon sending a Reservation to you and Safaricom's total liability to you for any defect howsoever arising in the provision of the Services including but not limited to outages, downtime, interruption, interference shall be limited to the refund of Charges as set out in the matrix in paragraph 10(e) below and you hereby agrees that such refund of Charges shall be your sole remedy for Safaricom's failure or delay in providing the Services. For the avoidance of doubt Safaricom shall not be liable to you for any indirect, incidental, special or consequential damages (including but not limited to loss of profit, loss of reputation, loss of income or loss of business opportunity) arising from use of the Service or arising from Safaricom's failure to provide the Service or from any defect in the Service.
- (c) Safaricom shall have no liability to you for acts or omissions of third parties including but not limited to third parties involved in the provision of the Services or for faults or failures arising from third party systems.

- (d) Safaricom accepts no liability for losses arising from theft or misappropriation of the Meeting Identity Number. You shall be solely responsible for the security of your Meeting Identity Number and you will be liable for the Charges in the event that a person other than you uses the Reservation.
- (e) In the event that there is a service outage during the Meeting, the Customer shall immediately notify Safaricom and Safaricom shall make best efforts to remedy the issue and shall, if possible, grant an extension of the Reservation. If not, then Safaricom shall refund to the Customer the Charges as follows:

Incident	Refund Limit
1. Room Outage	
More than 5 minutes & less than 15 minutes	15 Minutes credit for each Room that was down
More than 15 Minutes & less than 30 Minutes	30 Minutes credit for each Room that was down
More than 30 Minutes	1 Hour credit for each Room that was down
2. Call Drops	
From 3 to 5 call drops in 1 hour meeting	15 Minutes for each Room that experienced call drops
More than 5 call drops in 1 hour meeting	1 Hour credit for each Room that was down
3. Late start because of either of the following reasons: Technical problem, Over-run of pervious meeting	15 Minutes of credits for all Rooms in the meeting
4. Miscellaneous Technical Issues such as: Projector malfunction	Max of 15 Minutes credit to be determined on case by case basis in consultation with Safaricom

11. Use of Your Information

Safaricom may send information to you about our products and services from time to time. We may also share the information with third parties for purposes of processing your Booking Request. Safaricom may also use your details for purposes of fraud prevention and law enforcement; reasonable commercial purposes connected to your use of the Service, such as marketing and research related activities; to comply with any legal, governmental or

regulatory requirement; in connection with any legal proceedings related to the Service and to which Safaricom is a Party; for business practices including but not limited to quality control, training and ensuring effective systems operation.

12. General Terms

- (a) Safaricom may deny or limit your use of the Services for any lawful reason. Safaricom reserves the right to block, without notice, and without liability any service that Safaricom believes has been used or might be used for fraudulent or illegal purposes.
- (b) Safaricom may cancel or suspend the service for purpose of repair, upgrades, commercial purposes result of failure in systems of third party service providers. In such event you will have the option to reschedule or receive a full refund of Charges.

13. Governing Law

The construction, validity and performance of these Terms and Conditions and the provision of the Services shall be governed in all respects by the Laws of Kenya.

14. Entire Agreement

- (a) These Terms and Conditions constitute the entire agreement between Safaricom and the Customer and supersede any prior agreements, understandings, proposals, and representations whether written or oral.
- (b) Safaricom may amend these terms and conditions from time to time but such amendment shall not affect Reservations in place as at date of such amendment.
- (c) No written or oral statement, advertisement or service description not expressly contained in these terms and conditions will be allowed to contradict, explain or supplement it.