

TERMS AND CONDITIONS FOR THE USE OF THE “MY M-PESA” APPLICATION

The following terms and conditions apply to the use of the “MY M-PESA” Mobile Application (the “myM-PESA App”) and by using the myM-PESA App you will be deemed to have read, understood and accepted these Terms and Conditions. These terms and conditions are applicable in addition to all other M-PESA Consumer Terms and Conditions issued by Safaricom as published on www.safaricom.co.ke, online social platforms and any local daily newspapers.

1 The myM-PESA App and Availability

- 1.1 The M-PESA Mobile application is an application that enables customers to access the M-PESA service and Safaricom-related consumer financial services including payments, banking, insurance, wealth management and several financial value-added services as well as customer support services through one central location.
- 1.2 The myM-PESA App is available for Safaricom PrePay and Postpay subscribers who utilize android and Apple iOS devices but are registered on Safaricom’s M-PESA service. Safaricom reserves the right to offer or decline access to the myM-PESA App to non-Safaricom customers for technical or operational reasons.
- 1.3 The myM-PESA App will be available for use from 30th April 2020. (“**Service Date**”)

2 How to Access the MPESA App

- 2.1 Buy or be a user of an android or Apple iOS enabled handset or tablet.
- 2.2 Download the M-PESA App, by going to Google PlayStore or Safaricom Appstore and searching for ‘myM-PESA App’ or ‘M-PESA App’.
- 2.3 Install the myM-PESA App on your handset or tablet. Data charges may apply for installation of my M-PESA App.
- 2.4 Once you have installed the my M-PESA App, launch myM-PESA App by entering your secret M-PESA personal identification number (PIN). In case you are not registered on M-PESA, we may not allow you to use the myM-PESA App.
- 2.5 We may require you to input further information before you can access or launch the myM-PESA App to confirm (authenticate) that you are the registered user of the M-PESA account. Other means of authentication may include one-time password (OTP), start keys, biometrics which may include iris detection, security questions or secret codes. Any additional authentication method we may use will be applied in addition to your unique M-PESA identifier (PIN).
- 2.6 You will be requested to accept these terms and conditions and our privacy policy in order to enjoy access to several exciting M-PESA products and services on the myM-PESA App.

2.7 DO NOT SHARE YOUR PIN or MPESA APP IDENTIFICATION CODE WITH ANY PERSON.

3 Features of the MPESA App

The myM-PESA App should give you access to the following features:

- View and hide M-PESA and Fuliza balance;

- Perform the below quick actions;
- Send money;
- Pay;
- Withdraw;
- Buy Airtime;
- Personal finance manager (shows a summary of your M-PESA spending);
- Full statement;
- My Account;
- My notifications;
- Lipa na M-PESA (Buy goods and Pay Bill);
- Favourite Merchants or Tills;
- Available Merchants, products and services on M-PESA Mini-APPS;
- Personal savings and investment products;
- Due bills – view and pay all due bills pushed by the respective businesses;
- Popular bills – list of popular bill categories i.e. electricity, tv and internet with their various businesses;
- Scan QR code – initiate pay bill transaction by scanning a QR code;
- Chat-to-Pay applications;
- Favorite billers – user generated list of favorite pay bills;
- Frequent billers – automatically generated list of most paid pay bills;
- Search business - search all active pay bills/ buy goods tills;
- Search contact- search phone or contact list;
- Send to many – send to more than 1 recipient at the same time;
- Send to business – send to a micro merchant's business M-PESA account.

3.1 The MPESA App offers additional services which may include Value Added Services (VAS), PUK, tariffs, Know Your Customer (KYC) requirements, back up services, usage calculator, Frequently Asked Questions (FAQs) and Safaricom Cloud access.

3.2 We may provide you with other Safaricom Products and Services which may include:

- information on Safaricom promotions, products and tariffs;
- Social Network Support which includes a link to all Safaricom Call Centre social media platforms and other available alternative channels.
- Payment Services which includes M-Pesa Merchant services, M-PESA Agency services, KYC verifications, agent locations, pay bill numbers, set limits and notifications, reversal requests and a link to Safaricom online shop.

- Customer Care information and services which includes information on raising and tracking tickets, call center contract, E-Gain chat, web self-care, feedback link, retail shop and care desk locations via map and text.

4 Other Terms and Conditions

- 4.1 You hereby consent to Safaricom's storage and processing of your information for purposes connected to offering this service. By accepting these Terms and Conditions, you do accept to be bound by Safaricom's privacy policy available on www.safaricom.co.ke.
- 4.2 All the merchants on our myM-PESA App are bound by Safaricom's privacy policy and you hereby expressly consent that some of your personal identifiable information may need to be shared with some merchants in order for them to offer you certain services in accordance with the laws of Kenya. Safaricom does not permit any use, storage or processing of data contrary to the applicable laws including the Kenya Data Protection Act as further detailed in our privacy policy. We encourage you to read the privacy policy carefully before accepting these terms and conditions.
- 4.3 Should you require any assistance in accessing or using the M-PESA App, kindly get in touch with the Safaricom customer care team through the line 100 for prepaid customers and 200 for post-paid customers or, you can also reach us via e-mail on mobileoffice@safaricom.co.ke; twitter-[@safaricomPLC](https://twitter.com/safaricomPLC); and on Facebook at www.facebook.com/SafaricomPLC
- 4.4 Save as modified above, these Terms and Conditions are supplemental to and subject to the published Safaricom PrePay and PostPay Service Terms and Conditions, Safaricom Prepay & Postpay Data Terms and Conditions and any other published terms and conditions that relate to any other Safaricom product/service that you may be using in conjunction with the App.
- 4.5 In case you make a payment, contractual commitment, request or demand to a Merchant or third-party developer on our myM-PESA APP, Safaricom will not be liable for any claim, costs (including legal costs), expenses or damage occasioned as a result of such action on your part. You shall engage with any or all Merchants or third parties on the myM-PESA App at your own commercial risk.
- 4.6 Safaricom reserves the right to modify, vary, amend or withdraw the myM-PESA App, its features and these Terms and Conditions at any time. Such changes will be communicated through the media, Safaricom website or any other appropriate avenue as Safaricom may determine.
- 4.7 Should you use or abuse the myM-PESA APP contrary to our terms and conditions or applicable legislation, Safaricom may prevent your continued usage of the myM-PESA APP.
- 4.8 These Terms and Conditions are available on www.safaricom.co.ke.