

TERMS AND CONDITIONS FOR THE USE OF THE M-PESA VIRTUAL CARD

- A. This Agreement contains the complete terms and conditions that apply to the M-PESA Virtual Card and should be read together with the M-PESA Consumer Terms and conditions entered into between you and Safaricom Limited of P.O. Box 66827 Westlands, Nairobi – 00800. These terms and conditions take effect on the date of publication. By accepting these Terms and Conditions and participating in or continuing to use the M-PESA Card services you shall be deemed to be making an affirmative statement of your acceptance of these terms and conditions.
- B. These Terms and Conditions (“Condition of Use”) are applicable to Safaricom M-PESA Virtual Cardholder’s and become effective once you opt in to the M-PESA Card Service using the M-PESA mobile money service access channels.
- 1. DEFINITIONS AND INTERPRETATION.**
- 1.1 **“Agreement”** means the agreements between you and Safaricom which include these Terms and Conditions;
- 1.2 **“Conditions of Use”** means these terms and conditions as may be varied by us from time to time;
- 1.3 **“Card” or “Virtual Card”** means the M-PESA Virtual Card which is a prepaid card mapped to the M-PESA wallet and denominated in Cash, or any replacement card which we issue to you from time to time. For clarity, the card is a virtual card; no actual plastic card is issued under this Agreement;
- 1.4 **“Card Purchase”** means any transaction whereby the Card is used as payment for goods and/or services at online Participating Retailers;
- 1.5 **“Cardholder”** means an M-PESA customer who receives Card credentials or activate the M-PESA Virtual Card and responsible for all transactions and liability on the Card;
- 1.6 **“Cash”** means the lawful currency of the Republic of Kenya;
- 1.7 **“Cash Merchant”** means a person appointed to offer M-PESA registration, cash in and cash out Services and includes participating ATM networks, further details of which may be obtained from Safaricom;
- 1.8 **“Credential” or “Card Credentials”** mean the combination of the Card Number (allocated to you when you opt in to the Card service); and the CVV sent to you via SMS each time you make a request to use the Virtual Card to complete payments;
- 1.9 **“CVV (Card Verification Value)”** is an anti-fraud security feature to help verify that you are in possession of your Virtual card. You will receive your CVV through SMS and it will be valid for thirty (30) minutes after we send it to you upon which it will expire;
- 1.10 **“Customer Care”** means the Safaricom team of customer care executives or retail shop agents designated to support you in relation to your use of the Card;
- 1.11 **“Customer Due Diligence”** means vetting the personal KYC (Know Your Customer) documentation, that is, national identification card or military identification card for Kenyan nationals or alien certificate/card, diplomatic identification card or passport for foreign nationals. These documents must be supplied by you to us for KYC collection or verification in accordance with M-PESA Consumer terms and conditions to confirm your name, date of birth and current address, in order to meet regulatory requirements;
- 1.12 **“E-Money”** means the electronic money issued by us and representing an entitlement to an equivalent amount of cash monies held by the Trustee in respect of the purchase of such electronic value;
- 1.13 **“M-PESA Account”** means the account belonging to the Client created in the M-PESA System and activated in accordance with Clause 3; “Account” means your M-PESA Account, being the record maintained by us of the amount of E-Money from time to time held by you and represented by an equivalent amount of cash held by the Trustee on your behalf;
- 1.14 **“PIN”** means your personal identification number being the password you choose to access and operate your M-PESA Account as per the M-PESA Consumer Terms and Conditions.
- 1.15 **“Participating Retailer”** means an online merchant or supplier of goods and/or services who has agreed

to accept the Card as payment for goods and/or services.

1.16 **"Repeat Payment" or "Recurring Payment"** means an authorization provided by the Customer that permits the Participating Retailer to receive regular payments from them by debiting the Customer's M-PESA wallet on a fixed date and time and usually for a fixed amount.

1.17 **"Safaricom" or "M-PESA"** means Safaricom PLC whose Safaricom Limited of P.O. Box 66827 Westlands, Nairobi – 00800 and any business or other person to whom any or all of our rights and or responsibilities under this Agreement may be transferred or delegated.

1.18 **"Transaction"** means either of the following as the context may require:

1.18.1 any movement of E-Money from the Cardholder to a Participating Retailer or any cash deposit or withdrawal made to or against the Trust Account by the Client; or

1.18.2 movement of E-Money or Cash from one M-PESA system participant to another pursuant to instructions initiated on the M-PESA System and includes reversals and EFTs made by the Trustee to the Client.

1.19 **"Trust Account"** means the trust accounts held in commercial banks and maintained by the Custodial Trustee comprising Cash entrusted to the Custodial Trustee for and on behalf of all M-PESA users.

1.20 **"Trustee"** means the M-PESA Holding Company Limited.

1.21 **"USSD"** means Unstructured Supplementary Service Data.

1.22 **"Virtual Card Number"** means the 16-digit Virtual Card number generated using the M-PESA System Application, when used alone or in combination with the expiry date and/or the CVV code indicated on the Virtual Card can transact on the Visa Inc network.

1.23 **"Visa"** means Visa International Service Association, a corporation organized and existing under the laws of the State of California, United States of America, having an office and principal place of business at San Francisco, California, United States of America or any subsidiary thereof.

1.24 **"We" or "us" or "our"** means Safaricom PLC and (where applicable) the Trustee.

1.25 **"Website"** means a group of connected pages on the World Wide Web containing information on a subject and for purposes of this agreement refers to www.safaricom.co.ke;

1.26 **You" (or "you") and "Your" (or "your")** means the person or customer or Cardholder who activates or opts in to the M-PESA Card.

2. OPERATION AND SCOPE

2.1 The Virtual Card is linked to an M-PESA Account. It is a Card which is activated via M-PESA access channels (i.e. USSD or App) by you, meaning that money, funds in your M-PESA Account are available for use at the time of creation or purchase.

2.2 You shall not receive a physical card. We will send you the Card's credentials via Flash SMS on your phone or App containing the Virtual Card number, expiry date, and CVV (Card Verification Value). We may include other relevant information in the message that will allow you to use the card online.

2.3 Each Applicant must use the Virtual Card based on these Conditions of Use. In case we suspect that your Card is being used by somebody else, we shall verify the ownership of the Card using the procedure set out in clause 3.8. The verification process may include asking you unique questions such as transactional history or frequently Participating Retailers. We may request for additional KYC information such as address, phone number or date of birth, to verify that you are the owner of the Card. We may decline your request or usage of the assigned card if you breach these terms of use or engage in suspicious transactions. You must know, understand and comply with these Conditions of Use as they form a binding agreement between you and us as may be varied by us from time to time as per clause 14.4.

3. APPLYING FOR AND ACTIVATING YOUR CARD.

3.1 To opt in to the Virtual Card, you need to dial *234#, select Virtual Card and enter your M-PESA PIN. Once you enter your M-PESA PIN, you will receive a 16-digit Card Number that will appear on your device as a flash SMS. The 16-digit number will be your Card Number which together with each CVV sent to you will be your unique credentials needed to complete Transactions. You will also receive the validity (expiry date) of the Card in a separate flash SMS.

- 3.2 You may also set or discontinue Repeat Payments for certain Participating Retailers by using the same Access Channels whether by USSD or APP.
- 3.3 Repeat Payments will only be completed if you have sufficient funds in your M-PESA Account.
- 3.4 You shall require a mobile phone number when applying for a Card or during the purchasing the Services and or Goods, and you will be entitled to only one Card at a time.
- 3.5 To apply for your Card, you must register and hold an active M-PESA Account. Your use the M-PESA Virtual Card is subject to the M-PESA consumer Terms and Conditions as may be varied by us from time to time.
- 3.6 The Card will be issued in your name as appears on your M-PESA Account. We will assume, unless and until you tell us to the contrary in accordance with Clause 5.9, any use of the Card is carried out by you.
- 3.7 Safaricom reserves the right to request further information pertaining to transactions you undertake in line with applicable regulations at any time failure to which may result in limitation on usage of the Virtual Card including suspension or termination of the account.
- 3.8 You may also be asked to submit documentation to us for purposes of identification in accordance with our Customer Due Diligence, or regulatory requirements or when need be to update your details. We may also use electronic methods to satisfy our Customer Due Diligence requirements available in our custodian as obtained during the registration of your mobile SIM Card or M-PESA Account, this will include but not limited to (for example: name, address, phone number, date of birth, etc.) and your personal background; information related to transactions arising from your relationship with and through us, and from other financial institutions; information you provide upon request for any of our products and services; information for the provision of products and services; and information about financial behavior such as your payment history and credit worthiness. We may collect and confirm this information during the course of our relationship. We may obtain this information from a variety of sources, including from you, from service arrangements you make with or through us, from credit reporting agencies and financial institutions, from registries, from references you provide to us and from other

sources, as is necessary for the provision of our products and services.

- 3.9 You will receive your Card details through a text message to the mobile phone number you have used to request.

4. FUNDS IN YOUR CARD.

- 4.1 You will be able to use funds available in your M-PESA Account to transact using your Card.
- 4.2 There must be sufficient value in your M-PESA Account to cover the value that you wish to use for purchase and the purchasing fee (if any).
- 4.3 M-PESA Transaction Limits Apply as per M-PESA Terms and Conditions and subject to regulatory guidelines.

5. USING YOUR CARD

- 5.1 The Card may only be used in all Visa Inc. Participating Retailers' organizations. Participating Retailers may change from time to time. Some Participating Retailers might not accept your Card due to their internal operational reasons. You will receive a notification via SMS notifying you when a Participating Retailer declines your Card.
- 5.2 When the Card is used to make a Transaction through Visa (whether with a merchant, retailer or supplier) in a currency other than the Kenyan currency, Visa will convert the amount of the Transaction into the Kenyan Currency at the applicable exchange rate on the day upon which it receives instructions of the Transaction.
- 5.3 You shall be responsible for ensuring the correctness and accuracy of all purchases made with the Card. Any loss due to negligence of usage of your Card will not be covered by us.
- 5.4 We will immediately debit the amount in the M-PESA Account for all Purchases from your Card. If you attempt to spend more than the amount on your M-PESA Account balance, your transaction will be declined. Each time you transact, you will receive an SMS confirmation notifying you of the success or failure of that transaction.
- 5.5 You must not use the Virtual Card:
 - 5.5.1 After this Agreement has been terminated; or the Card expires date has passed or

5.5.2 For payment of any illegal purchase.

5.6 You can stop a Card Purchase after it has been authorized by requesting the Participating Retailer to stop it. You may also request the Participating Retailer for reversal or refund.

5.7 We will issue Card statements upon request. Statements will be available on SMS or App as well as within your M-PESA Statements.

5.8 You are responsible for monitoring your M-PESA Account balance and for ensuring that there are always enough Funds on the Card to pay for Card Purchases at Participating Retailers.

5.9 You are responsible for all authorized transactions on the Card.

5.10 You agree that online Card payments are subject to all laws and regulations including any exchange rate control regulations. You may therefore be required to pay the Participating Retailers at the prevailing exchange rate which may fluctuate before settlement or completion of payment and shipment.

5.11 Once you have notified us of an unauthorized or incorrectly executed transaction on your Card, we will promptly investigate your claim. In some cases, we may ask you to give us further information about the transaction (for instance, to enable us to confirm that the transaction was properly authenticated). You agree to cooperate with law enforcement bodies if requested to do so.

5.12 In case you update your M-PESA KYC or change ownership of your M-PESA Account before a payment has been settled while it is still linked to the Card, it may impact the processing of that payment. If the final settlement amount exceeds your Account balance, the transaction will fail. You may be required to take additional steps such as performing multiple payments as long as you agree with the Participating Retailer to accept having to make multiple payments.

5.13 In case a Card payment is not successfully completed, we reserve the right to later debit from your M-PESA Account, the equivalent of any amount transacted by you (including Fees) in exchange for unpaid goods or services purchased and released to you by a Participating Retailer.

5.14 We reserve the right to suspend your Card in case we receive a valid complaint from a Participating Retailer until such complaint is resolved.

5.15 We will not be liable for defects or fraud or poor goods or services by a Participating Retailer. We will also not be liable for payments made to an unintended recipient using your Card. Any queries or complaints about such goods or services should be addressed to the relevant Participating Retailer(s).

5.16 Should you fail to reach an amicable agreement with the Participating Retailer, you may contact Customer Care or visit our retail shops where you may lodge a dispute. Customer Care will guide you on any forms or details required to be filled in order to correctly lodge the dispute. On receipt of a duly lodged dispute form, we will contact Visa for resolution. The expected time period for resolution of a dispute between you and the Participating Retailer is forty-five (45 working days).

5.17 A dispute between you and a Participating Retailer will not affect or stop any initiate transactions from completion and Safaricom will not:

5.17.1 get involved any such disputes; or

5.17.2 be responsible for any losses or cost you have incurred related to such dispute.

5.18 Your PIN and or Virtual Card's credential (Card number or CVV number) will be blocked if you enter incorrect Credentials more than five (5) times. You will then be required to contact our Customer Care or visit our retail shops to enable to restore your Card upon successful Customer Due Diligence.

6. CANCELLATION OR EXPIRATION OF YOUR CARD

6.1 You have a legal right to cancel your Card at any time through USSD, App or by requesting Customer Care at no cost.

6.2 You also have the right to renew your card after expiration.

6.3 If you cancel your Card for whatever reason, we will immediately block your Card from making any further transactions. You will not be entitled to a refund of money you have already spent on Transactions for purchase on to a Participating Retailer, or pending transactions or any fees due for the use of the Card.

- 6.4 If you request for a cancellation of your Card over the phone, we may ask you to provide us with Customer Due Diligence information before we proceed with your cancellation request.
- 6.5 If at any time:
 - 6.5.1 you are in breach of any of the terms of these Conditions of Use; or
 - 6.5.2 we have reasonable grounds to suspect that you have undertaken fraud, theft, illegal activities, activity that interferes with the M-PESA system or dishonesty; or
 - 6.5.3 we receive a complaint related to your unlawful use of your M-PESA Account or Card action.

We will be entitled to take such steps as we consider reasonably necessary to restrict your right to use the Card, which, without limitation, shall include, without prior notice to you, refusal to authorize a Purchase, suspension, withdrawal or cancellation of your Card. If we do this, we will not be liable to you for any direct or indirect loss or damage whatsoever as a result of action taken. We may notify you as soon as possible or as soon as we are permitted by law to do so once we have taken these steps.

- 6.6 You will be able to use the Card until it expires. Your Card number will be valid for 6 months. Should you choose to renew your Card after expiry, any transactions details relating to your expired Card will automatically be transferred to your new Card.
- 6.7 If your card has expired and you have not received your new card number upon renewal, please contact us through our Customer Care Center hotline.

7. KEEPING YOUR CARD SECURE

- 7.1 You must treat your Card number and CVV with caution just like your M-PESA Account details, or M-PESA PIN. You must keep the card number and other security information provided to you secure. Do not share your Card Credentials with any person.
- 7.2 You must take all reasonable care and precaution to ensure that the Card Credentials are not lost, misplaced or stolen.
- 7.3 If your Card Credentials are stolen, you may lose some or all of your money on the M-PESA Account, in the same way as if you lost cash from your physical wallet.

- 7.4 We recommend that you check the balance on your M-PESA Account regularly. You may view your M-PESA Account balance or recent transactions at any time.
- 7.5 If you lose your Card details or if they are stolen, or you suspect that your Card has been used by someone other than you or your M-PESA PIN has been compromised you must suspend your Card and inform us immediately.

8. LIABILITY

- 8.1 In the event that you do not use your Card in accordance with these Condition of Use or we find that you are using the Card fraudulently, we reserve the right to charge you for any reasonable costs or loss that we incur in taking action to stop you from wrongfully using your Card.
- 8.2 Like other payment cards, we cannot guarantee a Participating Retailer will accept your Card, or that we will necessarily authorize any particular transaction. This may be because of a systems problem, or a technical issue beyond our reasonable control, or force majeure or because we are concerned that your Card is being misused. Accordingly, we shall not be liable in any event that a Participating Retailer refuses to accept your payment, or if we do not authorize a transaction, or if we cancel or suspend use of your Card.
- 8.3 Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party. We shall not accept any liability arising from any authorized transactions that occur due to carelessness, ignorance, theft or misuse of your Card. As soon as you discover or suspect that your Card credentials are compromised or there are unauthorized transactions on your Card you shall notify us immediately.
- 8.4 We may restrict or refuse to authorize any use of your Card in any legal jurisdiction if using the Card is causing or could cause a breach of the Condition of Use or if we suspect criminal or fraudulent use of the card.
- 8.5 We will not liable to you in case:
 - 8.5.1 any of your instructions are not clear;

8.5.2 you provide incorrect information while transacting using your Card;

8.5.3 Any currency exchange rate inflation that will affect your purchases.

9. REFUNDS

9.1 You may request for a refund in relation to any incomplete transactions where a Participating Retailer declines your Card or when funds have been debited from your M-PESA Account but not delivered to a Participating Retailer.

9.2 Clause 9.1 shall apply notwithstanding expiry of your Card.

Provided you have cancelled the Card, the available funds will be refunded to your M-PESA Account.

9.3 Transactions that are not received by a Participating Retailer as a result of system faults or lack of response from Participating Retailers will be automatically refunded to your M-PESA Account. Funds may also be credited back to your M-PESA account from a previously debited transaction if a Participating Retailer cancels the transaction.

10. CHANGES TO THESE TERMS AND CONDITIONS

10.1 We may change these Terms and Conditions at any time as a direct result of new legislation, statutory instrument, Government regulations or licenses, rates of exchange, imposition or alteration of government tax or as a result of any review of Safaricom's business plans, changes within the industry, recommendations from regulatory bodies or for such other reason as we may determine.

10.2 We shall give you a seven (7) day notice informing you of any changes to these Terms and Conditions and we shall inform you of the changes by SMS, through the Safaricom website, or through publication in the mass media. The changes to the Terms and Conditions shall take effect seven (7) days from the date we inform you of the changes.

10.3 By continuing to use your Card, you will be deemed to accept the changes on their effective date.

11. FEES AND CHARGES

11.1 All Fees will be debited directly through your Card from your M-PESA Account.

11.2 You will be charged a Fee of 3.5% of the applicable forex rate on the date on which you complete each transaction.

12. RESTRICTIONS ON USE OF THE CARD

12.1 The Card limits will be applied according to the Visa Inc. rules (available on www.visa.co.ke) during online purchases and while M-PESA transaction limits will apply when performing any transactions affecting your M-PESA Account. When attempting a Card transaction, you will receive an SMS notifying you of any restriction imposed by Visa.

13. TERMINATION

13.1 We may terminate this Agreement at any time for such reasons as we shall communicate to you.

13.2 You may terminate this Agreement by cancelling your Card. If you continue using your Card you will be deemed to have accepted this Agreement.

14. GENERAL

14.1 Using your personal M-PESA account to carry out M-PESA transactions on behalf of another person is prohibited and may expose you to criminal liability under the Proceeds of Crime & Anti-Money Laundering Act or other local or international laws. You may not use or permit the use of your M-PESA account to carry out any transactions on behalf of any other person.

14.2 You acknowledge that these Terms and Conditions are subject to amendment, modification or variation from time to time if required by, or found to be in conflict with, applicable law or regulation or otherwise without affecting the validity or enforceability of the remaining provisions.

14.3 These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any and all prior terms. In the event of inconsistency between these Terms and Conditions and previous editions, this version will prevail.

14.4 These Terms and Conditions may be amended by Safaricom from time to time as we introduce new functionalities. Such amended Terms and Conditions will be guided by Clause 10 above.

14.5 Safaricom's failure to exercise or enforce any right under these Terms and Conditions shall not be

deemed to be a waiver of any such right nor shall it prevent Safaricom from exercising or enforcing the rights in question at any time.

14.6 You may not transfer any rights or obligations you may have under this Agreement without Safaricom's prior written consent.

14.7 You must not use the M-PESA service for the receipt of or payment for goods or services that offend or circumvent any law including without limitation, narcotic drugs, firearms, obscene or pornographic material or services, participation in pyramid or Ponzi schemes, infringement of third party intellectual rights, running illegal or unauthorized lotteries, gaming or gambling, as well as material that is morally repugnant; incites violence or desires to cause harm; induces an unacceptable sense of fear or anxiety; encourages or incites any person to engage in dangerous practices or to use harmful substances; induces or promotes tribal, religious or racial disharmony; causes grave or widespread offence; or debases, degrades or demeans others.

14.8 Where Safaricom receives notification of the death or mental incapacity of an M-PESA user, Safaricom shall suspend all Account activity until satisfied that the relevant provisions of the Succession Act or the Mental Health Act (as the case may be) have been followed.

14.9 A person claiming access to funds by virtue of being a Successor (in the event of death) or Manager (in the event of permanent incapacity) shall, upon request by Safaricom, produce letters of administration/grant of probate (in the event of death) or a court order authorizing the person to manage the estate (in the event of permanent incapacity) or such other document as may be prescribed.

14.10 If the Courts appoint a Successor or Manager Safaricom shall rely on such appointment of Successor or Manager in its decision to transmit funds held to the credit of your account to the Successor or Manager upon the event of your death or permanent incapacity (as the case may be).

14.11 You acknowledge that M-PESA Cash Merchants and Participating Retailers are independent contractors and Safaricom shall not be liable for the illegal actions or omissions of M-PESA Cash Merchants.

15. DISCLOSURE AND DATA RETENTION

15.1 By accepting these terms and conditions, you agree that you have read and understood and accept to be bound by our privacy statement which is available on the following url: <https://www.safaricom.co.ke/dataprivacystatement/>

15.2 You hereby expressly consent and authorize Safaricom to disclose any Transaction data or information pertaining to your M-PESA Account to any law enforcement, investigative or regulatory authority including without limitation the Kenya Police, Central Bank of Kenya, Kenya Anti-Corruption Commission, Kenya Revenue Authority or any competent Anti-Money Laundering authority for the purposes of any genuine enquiry or investigation or to any third party to which you have separately, either in writing or electronically through the M-PESA System or otherwise, authorized Safaricom to disclose Transaction data or information pertaining to you or your usage of Safaricom Products and Services, including your M-PESA account provided that any consent given to Safaricom to disclose information to any third party (not being a law enforcement, investigative or regulatory authority) pursuant to this clause may be withdrawn at any time.

15.3 You acknowledge that where your Account is determined by a competent judicial authority as containing proceeds of any criminal or money laundering activities, Safaricom may be required by law to surrender funds in your account to any statutory fund created for the purpose of recovering the proceeds of crime.

15.4 You acknowledge that Safaricom may retain your Transaction data for a period of up to seven (7) years or as may be required by any law or regulation.

16. DISPUTE RESOLUTION AND GOVERNING LAW

16.1 In case of any disputes, claims or to report Account discrepancies, you may contact Safaricom Customer Care on 100 for pre-pay or 200 for post pay.

16.2 In certain circumstances we may provide for dispute resolution procedures that involve the Participating Retailer. You agree to abide by such procedures as may be advised by Safaricom or the participating Retailers from time to time.

16.3 Any dispute arising out of or in connection with this Agreement that is not resolved by Safaricom Customer Care may be brought to the attention of the

Safaricom Manager responsible for the operations of the M-PESA Services for resolution.

16.4 Any dispute arising out of or in connection with this Agreement that is not resolved by the Safaricom Manager responsible for the operations of the M-PESA Services shall be referred to a Kenyan court of competent jurisdiction.

16.5 To the extent permissible by Law, the determination of the court shall be final, conclusive and binding upon the parties hereto.

16.6 Nothing in this section shall be deemed to exclude any legally recognized dispute resolution body from receiving, hearing and determining the dispute.

16.7 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

17. PARTICIPATING RETAILERS

17.1 It will be necessary in all cases, for a Participating Retailer to obtain authorization from Safaricom to honor each Transaction. Participating Retailers are required to do so to ensure there are sufficient funds on your M-PESA Account when you use your Card. We will always decline transactions where a Customer has insufficient funds in their M-PESA Account. Where a payment is completed, for whatever reason, in the absence of sufficient funds the Card holder will be responsible for repayment to the Participating Retailer.

17.2 It might occur that a Participating Retailer may not be able to obtain authorization from us in some circumstances. If this happens, we will not be responsible if you are unable to use the Card for a particular Purchase. Safaricom will not be liable for the refusal of any Participating Retailer to accept or honor your Card for any reason.

17.3 If a Participating Retailer becomes liable to make a refund to you, we will not credit the amount of any refund to your M-PESA Account unless we receive an equivalent amount from the Participating Retailer. Refund requests are shall be handled between you and the relevant Participating Retailer.

18. COMMUNICATION & COMPLAINTS

18.1 If you wish to make any enquiries, you may visit our social media platforms or call Customer Care through 100 for prepaid and 200 for post pay.

18.2 In case you are not satisfied with any of our services, please contact Customer Care. We will do our best to resolve your complaint or query as soon as possible. Often however, the complaint will need to be investigated. If this is the case, we will respond to you within 5 Business Days to acknowledge receipt of your complaint and we may respond to the outcome of your complaint within 45 business days.

19. FORCE MAJEURE

19.1 Neither Party shall be liable to the other Party for any delay or failure to perform its obligations under these Terms and Conditions as a result of revolution or other civil disorders; belligerent aggression by an enemy; strikes; lack of available resources from persons other than parties to this Agreement; labour disputes; electrical equipment or system availability delay or failure; fires; floods; acts of God; government or regulatory intervention; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not. If such delay or failure continues for at least thirty (30) days, then either Party may terminate their engagement by notice in writing to the other. Upon such termination all Cash held in trust for you in the M-PESA System shall be made good to you.

Safaricom is regulated by the Central Bank of Kenya for purposes of offering this Service.