

# BUSINESS

## M-PESA SERVICE APPLICATION FORM

### Company Profile

Industry: .....  
Physical Address of Company: .....  
Postal Address: .....  
Telephone No. 1: .....  
Office E-mail Address: .....  
VAT Number: .....  
Type of Business: .....  
Trading for: Years   Months   Proposed Name for M-PESA Account: .....

### Type of Service Requested (tick relevant box)

PayBill ☐

Buy Goods ☐

Aggregated PayBill ☐

Business Till ☐

### Reason for M-PESA

Collection of funds ☐ Describe the Reason: .....  
Disbursement of funds ☐ Describe the Reason: .....

### Contact Details

Name of Contact Person: .....  
E-mail Address: ..... Telephone Number: .....  
Name of Finance Contact: .....  
Email Address: ..... Telephone Number: .....

### Administrator Details (This is the 1st user to be granted access to the M-PESA web portal and creates other users)

Name of Administrator: ..... Telephone Number: .....  
Username: ..... E-mail Address: .....  
Date of Birth: ..... ID Number: .....

### Payments Details: Where would you like to receive funds collected? (tick one)

☐ M-PESA (not recommended for collections above KSHs. 100,000 per day)

Name (as registered in M-PESA): .....  
M-PESA Registered Mobile Number: ..... ID Number: .....

☐ Bank Account\*

Name of Bank: ..... Branch: .....  
Account Name: ..... Account Number: .....

Banks that are not Real-time Settlement require a minimum of KSHs. 35,000 per settlement. Please consult your bank to confirm if they are on Real-time settlement. Would you like to nominate a mobile number that will be authorised to request via USSD (\*234\*4#)? Yes ☐ No ☐

If yes, indicate the nominated M-PESA registered mobile number: ..... ID Number: .....

(Attach authorisation letter from the company and copies of IDs of signatories)

### Account Declaration:

Signed this: ..... Day of: ..... 20..... Location: .....  
Authorised Signatory Name: ..... Designation: ..... Signature: .....  
2<sup>nd</sup> Signatory Name: ..... Designation: ..... Signature: .....

By signing this form, I accept the terms and conditions for M-PESA Services.

### For Official Purpose Only:

Account Manager: ..... Sales Executive: .....  
Sector: ..... Territory Manager: .....

Form to be returned to Enterprise Business Unit, Safaricom House; E-mail: M-PESABusiness@safaricom.co.ke

NOTE: Information provided on this form will be used to set up your M-PESA account. Safaricom reserves the right to accept or reject this request. Terms and conditions apply.

Simple • Transparent • Honest

# FOR YOU



## LIPA NA M-PESA TERMS AND CONDITIONS

### SCOPE

These Terms and Conditions (the “**Terms and Conditions**”) together with the application form constitute an agreement Safaricom Plc and the Merchant and contain the complete terms and conditions that apply to a Client's participation in Safaricom's M-PESA mobile payment system and supersedes all other agreements entered into between the Merchant and Safaricom in relation to the provision of the M-PESA Service (defined below).

By executing this document, the Client agrees that it is affirmatively stating that it has carefully read and understood the Terms and Conditions set forth herein and agrees to be bound by the said Terms and Conditions.

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**Business Day**” means any day of the week not being a weekend, gazetted public holiday or designated bank holiday within the Republic of Kenya;

“**Business Number**” means a destination code or numbering plan created by Safaricom for the identification of M-PESA Pay Bill Accounts;

“**Cash**” means currency notes and coins constituting the legal tender of the Republic of Kenya which, as the context requires: may be offered by a Customer in exchange of E-Money through the M-PESA System and subsequently credited to the Client's M-PESA Account; and may be paid to the Client pursuant to a Withdrawal Request Instruction given by the Client to Safaricom;

“**Confidential Information**” means, without limitation, all information, software, data, manuals, concepts relating to marketing methods, products, developments, business and financial affairs and trade secrets, and other information of value to a party and not generally known, (whether or not designated as “confidential information” by any Party and whether written, oral or in electronic form) and any other information clearly designated by a Party as “confidential information” or that is evidently confidential by its nature or the nature of its disclosure, and includes the terms of this Agreement;

“**Customer**” means an M-PESA user who uses the MPESA System to pay money due to the Client and  
“**Customers**” shall be construed accordingly;

“**E-Money**” means the electronic value issued by Safaricom and representing an entitlement to an equivalent amount of the Cash held by the Custodial Trustee in respect of the acquisition of such electronic value;

“**Effective Date**” means the date upon which the Client's M-PESA Account is activated by Safaricom;

“**EFT**” means electronic funds transfer of the Client's entitlement to Cash held in its M-PESA Account, from the Trust Account to the Client's designated bank account and includes Real Time Gross Settlement transfers;

“**Intellectual Property Rights**” means, in respect of each Party, such Party's industrial and intellectual property rights), whether registered or unregistered, including without limitation patents, trademarks and service marks whether registered or unregistered, registered designs, unregistered designs and copyrights and any applications for any of the foregoing in any part of the world, and the copyright in all drawings, plans, specifications, designs and computer software used in or for the purposes of their respective businesses, and all know-how and confidential information so owned and used;

“**M-PESA Account**” means the account belonging to the Client created in the M-PESA System through which the Client receives E-money payments from Customers;

“**M-PESA Service**” or “**Service**” means the mobile money transfer and payment service provided by Safaricom and envisaged under this Agreement through which Customers can make E- money payments to the Client;

“**M-PESA System**” or “**M-PESA**” means the system operated by Safaricom providing the M-PESA Services.

“**M-PESA Website**” means the site located at <https://www.safaricom.co.ke/> or any other site as may be published from time to time as the M-PESA website.

“**MSISDN**” means the Mobile Subscriber Integrated Services Digital Network Number issued to an M-PESA User which uniquely identifies the M-PESA User on the Safaricom Global System for Mobile Telecommunication “GSM” Network;

“**Network**” means the Global System for Mobile Telecommunication (“GSM”) system operated by Safaricom;

“**Personal Information**” means personal identifiable information as prescribed in the Data Protection Act which includes but is not limited to name, address, phone number, identification number and location data;

“**Transaction**” means any 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.

“**Trustee**” means the M-PESA Holding Co. Limited which is the trustee designated to hold M-PESA Customer funds pursuant to the Declaration of Trust dated 23rd January 2007 (as amended, supplemented or supplemented from time to time), which declaration is available on request;

“**Withdrawal Request Instruction**” means an instruction given to Safaricom by the Client requesting Safaricom to redeem Cash on the Client's behalf in exchange of the E-Money held in the Client's M-PESA Account and to send it by EFT to the Client's nominated bank account.

1.2. In this Agreement (including the recitals), unless the context otherwise requires:

1.2.1. Words denoting the singular shall include the plural and vice versa and reference to the masculine gender shall include a reference to the feminine gender and neuter and vice versa;

1.2.2. References to clauses are references to the clauses of this Agreement;

1.2.3. References to “Parties” shall mean the parties to this Agreement being Safaricom and the Client and to “Party” shall mean either of them as the context may indicate;

1.2.4. The expression “person” includes a natural person, body corporate, unincorporated venture, trust, joint venture, association, statutory corporation, state, state agency, governmental authority or firm; and

1.2.5. Headings to clauses are used for convenience only and shall not affect the construction and interpretation of this Agreement.

### 2. DURATION OF AGREEMENT

This Agreement shall be for an initial period of twelve (12) months (the “**Initial Term**”) from the Effective Date unless otherwise earlier terminated. Upon expiry of the Initial Term, this Agreement shall automatically renew for a further renewal periods of twelve (12) months each (each period being a “**Renewal Term**”) on the Terms and Conditions appearing herein or as may be amended by Safaricom in writing unless terminated in accordance with the terms of this Agreement.

### 3. OPERATION AND SCOPE

3.1. The Client agrees to abide by the M-PESA operational procedures as may be prescribed by Safaricom from time to time.

3.2. Use of the M-PESA Service by the Client shall be subject to the terms of this Agreement, the M-PESA and Safaricom website access terms and conditions as may be notified to the Client; and the M-PESA Customer Terms and Conditions as may be published by Safaricom from time to time.

3.3. With effect from the Effective Date and for the duration of the Initial Period, Safaricom shall:

3.3.1. Allocate a Business Number or Business Numbers through which Customers may make payments to the Client's M-PESA Account through the Lipa na M-PESA service functionality on the Customer's M-PESA menu. For the avoidance of doubt the Business Number or Business Numbers remain the property of Safaricom and Safaricom may, with reasonable prior notice to the Client, re-number, re-assign, re-allocate or withdraw a Business Number(s) PROVIDED that Safaricom shall not tamper with the M-PESA balances.

3.3.2. Grant secure access rights to the M-PESA Website through which the Client may manage its M-PESA Account. For the avoidance of doubt the M-PESA Website is proprietary and any material downloaded from it is Confidential Information.

3.3.3. Provide customer service support to the Client;

3.3.4. Provide customer service support to Customers using the Lipa na M-PESA Service;

3.3.5. Credit the Client's M-PESA Account with E-Money upon receipt of E-Money paid through the M-PESA System; and

3.3.6. Prepare on demand and in any event within one (1) Business Day (the “Settlement Period”) an EFT of the Cash equivalent of accrued E-Money (less any charges and commissions) to the Client upon receiving a Withdrawal Request Instruction.

3.4. With effect from the Effective Date and for the duration of the Initial Term, the Client shall:

3.4.1. Reconcile and receipt payments received on the M-PESA System through its M-PESA Account;

3.4.2. Initiate Withdrawal Request instructions to Safaricom for redemption of accrued E-Money;

3.4.3. Authorize Safaricom to debit charges and Commissions to its M-PESA Account for providing the Service; and

3.4.4. Comply with Safaricom's charges for using the Service as may be notified to it by Safaricom in writing from time to time;

### 4. ACTIVATION OF THE M-PESA ACCOUNT

4.1. This Agreement comes into effect upon activation of the M-PESA Account by Safaricom following: (i) the acceptance of these Terms and Conditions and; (ii) successful completion of KYC vetting procedures conducted on the Client by Safaricom.

4.2. If the Client fails to produce the necessary KYC documents as set out in 4.1 above, or fails to satisfy the minimum KYC requirements, Safaricom will refuse to activate the M-PESA Account and accordingly advise the Client as such (in which case this Agreement shall be null and void). For the avoidance of doubt, Safaricom's refusal to activate the M-PESA Account shall neither confer on the Client any right to contest Safaricom's decision nor give rise to any legal claim against Safaricom under this Agreement.

### 5. REVERSALS

5.1. The Client shall within a reasonable period (but in any event no later than 72 hours) initiate and complete reversal transactions where a payment made to it, is manifestly made in error.

5.2. Where the Client fails to initiate and complete the reversal in accordance with 5.1 in the event of a manifest error, then the Client consents to, Safaricom to initiate and complete the reversal. At all times Safaricom shall only make the reversal having due regard to the circumstances of the erroneous payment.

5.3. Where a dispute in relation to a reversal arises, Safaricom may suspend the Client's M-PESA Account to facilitate an amicable resolution of the dispute.

### 6. SERVICE FEES

The Service shall be subject to the charges and minimum/ maximum transaction values appointed by

Safaricom from time to time. Safaricom may by notice from time to time vary the charges and minimum/maximum transaction values.

## 7. CONFIDENTIALITY

- 7.1. Each party warrants that it will treat in confidence all Confidential Information which it acquires as a result of the operation of this Agreement and to afford it the same protection afforded to its own Confidential Information.
- 7.2. Neither party will reveal any Confidential Information to any third party (including public statements) without the written consent of the disclosing party, except where such information is already in the public domain, has been legally acquired by the third party, or where disclosure of the confidential information is ordered by a court or other competent authority.
- 7.3. Safaricom may disclose the Client's Confidential Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with regulatory requirements (b) legal process; (c) enforce the terms of this Agreement; (d) respond to claims that the Client's use of the M-PESA Service violates the rights of third-parties; or (e) protect the rights, property, or personal safety of Safaricom, its subscribers and the public. Where such information is required for any of the purposes above, the Client shall provide such assistance as may be reasonably required by Safaricom to ensure compliance.

## 8. WARRANTIES, INDEMNITIES & LIMITATION OF LIABILITY

- 8.1. The Client represents and warrants that none of its senior officers or directors (i) has ever been convicted of any crime (other than minor traffic offences); and (ii) has ever been charged of any crime relating to fraud, embezzlement, theft, money laundering, financing terrorism or terrorist organizations, receiving stolen property, or illegal drugs or other controlled substances anywhere in the world. The Client shall notify Safaricom in writing within forty eight (48) hours after any of these representations and warranties ceases to be true.
- 8.2. The Client warrants that it has obtained all the necessary approvals (whether internal or regulatory) to use the Service.
- 8.3. Each party shall indemnify the other, and keep each other indemnified, from and against any and all loss, damage or liability, costs and expenses (including legal expenses) howsoever arising and incurred by the other party resulting from (i) any breach of this Agreement; or (ii) any third party claim in respect of any matter arising from any person's conduct, provided that the liability has not been incurred directly through any default either party in relation to this Agreement.
- 8.4. The Client shall indemnify and defend Safaricom against, and pay any final judgment awarded against Safaricom, resulting from third party claims arising from the use of the Services leading to loss or damage (including consequential loss or damage) where the proximate cause of such loss or damage is attributable to the Client's negligence, recklessness, indifference, delay or failure to receipt or acknowledge a Customer's Payment after the Customer has effected a Merchant Transaction to the Merchant on the MPESA System.
- 8.5. **SAFARICOM SHALL NOT BE LIABLE TO THE CLIENT OR ANY OTHER PERSON WHERE:**
- 8.5.1. **THE TRANSACTION AMOUNT SOUGHT BY THE CUSTOMER IS BELOW THE MINIMUM OR ABOVE THE MAXIMUM LIMITS AS COMMUNICATED BY SAFARICOM FROM TIME TO TIME;**
- 8.5.2. **THE CUSTOMER HAS ENTERED INCORRECT DETAILS AND THE PAYMENT IS MADE TO THE WRONG MPESA SYSTEM PARTICIPANT;**
- 8.5.3. **THE CLIENT'S HARDWARE, SOFTWARE OR INTERNET PROVIDER'S SERVICE IS DYSFUNCTIONAL;**
- 8.5.4. **THE TRANSACTION IS SUSPICIOUS OR FRAUDULENT RESULTING IN LOSSES TO A THIRD PARTY;**
- 8.5.5. **THE TRANSACTION DETAILS RECEIVED ARE INCORRECT;**
- 8.5.6. **THE MERCHANT'S RECEIPT OF FUNDS IS INTERCEPTED BY LEGAL PROCESS OR OTHER ENCUMBRANCE RESTRICTING THE TRANSFER; OR**
- 8.5.7. **UNFORESEEN CIRCUMSTANCES PREVENT THE EXECUTION OF A TRANSACTION DESPITE ANY REASONABLE PRECAUTIONS TAKEN BY SAFARICOM.**
- 8.6. Without prejudice to any other provisions of this Agreement, each party undertakes to indemnify the other party and keep the other party indemnified on demand for and against all proceedings, costs, claims, damages, expenses and liabilities of whatsoever nature howsoever suffered or incurred arising out of or by reason of any infringement or alleged infringement of any intellectual property rights arising as a result of carrying out their obligations under this Agreement.

## 9. SUSPENSION

Safaricom may, with reasonable notice where practicable, suspend the availability of the Service to the Client wholly or partially for any reason, including without limitation, where (i) the Client fails to comply with any laws, rules or regulations of the Kenya regarding the Service; (ii) the Client fails to observe any term or obligation set out herein; or (iii) the Client carries on prohibited activities using the MPESA Service as set out in Clause 12.

## 10. TERMINATION

### 10.1. Termination on Notice

Either party may terminate the agreement (i) by giving thirty (30) days prior notice in writing; or (ii) If either of the Parties commits a breach of any material obligation imposed on it in terms of this Agreement and fails to remedy such breach within a period of 30 (thirty) days from the date on which written notice is given to the party in breach without prejudice to the right to hold the Defaulting Party liable in damages as a result of such termination.

### 10.2. Termination by Safaricom

- 10.2.1. Safaricom may terminate this Agreement immediately if the Client uses or is reasonably suspected of using the MPESA Service in furtherance of any unlawful or criminal activity or for any conduct prohibited under clause 12.
- 10.2.2. Safaricom may terminate the agreement if the M-PESA Account remains inactive for a period of six (6) months. For the avoidance of doubt, an 'inactive' M-PESA Account includes one which has not had any credit entries over a continuous period of six (6) months.

### 10.3. Termination not to Affect Remedies

The termination of this Agreement shall be without prejudice to all accrued rights and obligations of the Parties under this Agreement and to all obligations under this Agreement expressed to continue or take effect after expiration or termination.

## 11. TAXES

- 11.1. The Client shall solely determine, collect, remit and declare all taxes and income resulting from or in consequence of using the Services to the relevant tax authority and to pay all taxes levies and fees due on such income. Safaricom shall not be liable to the Client for any failure by the Client to comply with its obligations under this clause and the Client shall indemnify Safaricom from any loss or damage arising from any failure to comply with its obligations under this clause.

- 11.2. Each Party shall bear and be responsible for its own taxes, charges, impositions or levies imposed by law.

## 12. PROHIBITED USAGE & CONDUCT

You agree to not use the Services to:

- 12.1. Conduct anything that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or criminal;
- 12.2. Impersonate any person or entity, including, but not limited to, a Safaricom official, fellow user, or falsely utter or otherwise misrepresent your affiliation with a person or entity;
- 12.3. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- 12.4. Conduct anything that makes available any content or information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- 12.5. Conduct any activity that infringes any intellectual property rights;
- 12.6. Conduct any activity whether solicited or unsolicited, relating to or remotely connected to SPAM, junk mail, pyramid schemes, pornography, unlicensed gaming or gambling or any other form of solicitation;
- 12.7. Conduct any activity that makes available any material 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;
- 12.8. Conduct any business that interferes with or disrupts the Service or servers or Networks connected to the Service, or disobeys any requirements, procedures, policies or regulations of networks connected to the Service;
- 12.9. Conduct any business that intentionally or unintentionally violates any applicable local or international law or regulation;
- 12.10. Collect or store personal data about other users without their express authority; or
- 12.11. Aggregate payments or create collection accounts" on behalf of third party persons without the written consent of Safaricom.

## 13. IMPROPER CONDUCT

- 13.1. Each party agrees not to engage in any conduct that may harm the reputation, goodwill, or business interests of the other party, including but not limited to the dissemination of false or misleading information, participation in smear campaigns, or any action intended to undermine the other party's business relationships. The Client shall indemnify and hold harmless Safaricom from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable lawyers' fees) incurred as a result of such breach.
- 13.2. Without prejudice to the generality of the foregoing, the Client shall not (either directly or indirectly):
- 13.2.1. do anything, nor permit anything to be done by its personnel, affiliates, agents or subcontractors, or the personnel of its affiliates, subcontractors and/or agents, which is detrimental to the reputation, image, value or goodwill of Safaricom, its affiliates and personnel or otherwise detrimental to its brand assets, including its trademarks;
- 13.2.2. carry out smear campaigns, nor permit personnel, affiliates, agents or subcontractors, or the personnel of its affiliates, subcontractors and/or agents to carry our smear campaigns, against Safaricom;
- 13.2.3. do anything, nor permit anything to be done by its personnel, affiliates, agents or subcontractors, or the personnel of its affiliates, subcontractors and/or agents, which is intended to or whose object or effect is to adversely impact the credibility and trustworthiness of the Safaricom brand; and/or
- 13.2.4. do anything, nor permit anything to be done by its personnel, affiliates, agents or subcontractors, or the personnel of its affiliates, subcontractors and/or agents, which is intended to or whose object or effect is to drive its sales or the sales of its affiliates, agents, subcontractors and/or Safaricom's competitors to the detriment

of Safaricom.

- 13.3. The Client acknowledges and agrees that any such conduct constitutes a material breach of this Agreement. Safaricom may, upon reasonable suspicion of non-compliance with this clause, take any one or such measures as are set out below:

- 13.3.1. Issue a notice of breach to the Client demanding the immediate remedying of the breach in question, in which case the Client shall fully comply with the said notice of breach within the time specified in the notice;
- 13.3.2. Suspend the Client's account(s) with Safaricom;
- 13.3.3. Terminate the Client's use of the Services provided under these Terms and Conditions and any other Safaricom services as Safaricom may in its sole discretion, determine; and/or
- 13.3.4. Seek injunctive relief and/or any other remedies available at law or in equity, without prejudice to its right to claim damages for any losses suffered as a result of such breach.

- 13.4. The parties hereby acknowledge and agree that the restrictions set forth in this clause are reasonable and necessary to protect the legitimate business interests and reputation of Safaricom.

- 13.5. This provision shall survive the termination or expiration of this Agreement for any reason whatsoever.

#### 14. GOVERNING LAW AND JURISDICTION

The validity, construction and interpretation of this Agreement shall be governed by the laws of Kenya.

#### 15. DISPUTE RESOLUTION

- 15.1. In the event that any dispute has arisen and the parties have not been able to settle the same, within thirty (30) days then, any party may elect to commence dispute resolution.
- 15.2. 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.
- 15.3. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to a Kenyan court of competent jurisdiction.
- 15.4. To the extent permissible by law, the determination of the court shall be final, conclusive and binding upon the parties hereto.
- 15.5. Nothing in this Agreement shall prevent or delay a Party from making claims or seeking injunctive or interlocutory relief in the High Court of Kenya.

#### 16. AMENDMENT

This Agreement, including its schedules may be amended by Safaricom by way of bulletin, and notices. You acknowledge that such bulletin or notices shall be binding and shall have full legal force as if they were contained in this Agreement.

#### 17. ASSIGNMENT

- 17.1. This Agreement may not be assigned by the Client, by operation of law or otherwise, without the prior written consent of Safaricom. Safaricom may assign any right or obligation under this Agreement without the prior written consent of the Client.
- 17.2. Where the Client is desirous of assigning, novating or otherwise transferring their rights under this Agreement, they shall first seek for and obtain the consent of Safaricom in writing through the account managers or such other channel as may be permitted by Safaricom from time to time.
- 17.3. It is hereby agreed that the assignment, novation and/or transfer shall be effective upon the issuance of written communication (including by email) confirming Safaricom's consent to the assignment, novation or transfer. For the avoidance of doubt, Safaricom shall not be required to be named as a party and to sign the deed or agreements for the assignment, novation or transfer for the assignment, novation or transfer to be valid and effective.
- 17.4. The Client shall ensure that any proposed assignment, novation or transfer is entered in writing between the Client and the proposed assignee or transferee and that the relevant deed for the assignment, novation or transfer shall specify that the assignee, transferee or beneficiary of the novation shall assume all such rights, duties, obligations, and liabilities of the Client under this Agreement as though the Assignee, transferee or beneficiary of the novation was a party to this Agreement. The assignment, novation or transfer of this Agreement shall not relieve the Client from its liability under this Agreement for anything done or not done prior to the assignment.
- 17.5. Safaricom may hold the Client and the assignee, transferee or beneficiary of the novation jointly and severally liable at its sole discretion.
- 17.6. The Client acknowledges that Safaricom may impose such conditions as it may deem fit during the assignment, novation or transfer and where such conditions are imposed, the assignee, transferee or beneficiary of the novation shall comply with such conditions. The assignment, novation or transfer shall only take effect after the fulfillment of the conditions imposed by Safaricom unless Safaricom otherwise communicates.

#### 18. NOTICES

Except as otherwise specified in the Agreement, all notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by mail, registered or certified, return receipt requested, postage pre-paid, courier

service to the address specified above. Notices shall be deemed given on the day actually received by the party to whom the notice is addressed.

#### 19. WAIVER

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

#### 20. SEVERABILITY

Any provision of this Agreement held by a court of competent jurisdiction to be contrary to any law shall be severed from the agreement, but such severance shall not render the remaining provisions of this agreement ineffective. The remaining provisions of this Agreement will remain in full force and effect.

#### 21. FORCE MAJEURE

Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than parties to this Agreement; labour disputes; electrical equipment or availability failure; fires; floods; acts of God; government or regulator action; 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 any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of such event.

#### 22. GENERAL

- 22.1. The Parties shall comply with all legal requirements applicable to their role in effecting Transactions.
- 22.2. This Agreement may be signed in any number of counterparts, all of which shall constitute one and the same instrument.
- 22.3. This Agreement may be accepted electronically in accordance with the provisions of the Kenya Information and Communications Act or any other applicable law.

#### 23. COLLECTION OF INFORMATION

- 23.1. We are required by law to collect certain Personal Information and are legally obligated to deny you the service if such information is not available.
- 23.2. Apart from the legal obligation mentioned above, we also need to collect your Personal Information for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

#### 24. PRIVACY

- 24.1. We are committed to respecting and protecting the privacy of the information we collect from you. Our privacy statement, as updated from time to time, explains how we treat your Personal Information, who we share your information with, and measures taken protect your privacy when you use our Service. This can be found in Safaricom's Data Privacy Statement. If unable to access the link or our website, please reach us on any of our customer care channels to receive a copy.
- 24.2. You shall notify your nearest Safaricom Shop in writing of any changes to your Personal Information or update the same through the Equipment on your STK Menu, USSD, M-Pesa App or Safaricom App including but not restricted to your name and address. Until such notice is received, your Personal Information shall be deemed to be that which you provided in your application to register for the Service.

We/I \_\_\_\_\_ Limited

Hereby confirm that we have read the terms of these **Lipa Na M-PESA Terms and Conditions** and we hereby agree to be bound by them.

Signed by (Full Name) :

Signature

Date

Signed by (Full Name):

Name

Address

Signature

Date