

Baze Terms of Use

Safaricom PLC provides a service “Baze” a video subscription service that allows our customers to access short videos streamed over the Internet on smart phone handsets.

These Terms of Use govern your use of our service. As used in these Terms of Use, "Baze service", "our service" or "the service" means the service provided by Safaricom for discovering and watching Short Video content including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

1. Subscription

To use the Baze service you must have an active subscription, you dial *544*55#. The subscriptions include payment of Ksh 10 (content with no data) or 20 (content with data) per day using Airtime/Mpesa/Credit limit.

The subscription will be on auto renewed unless you unsubscribe by dialing *544*35#

2. Free Trials

1. Baze subscription will start with a free trial. The duration of the free trial is 7 days and is intended to allow new customers to try the service. The customer is entitled to the free trial only once.
2. Free trial eligibility is determined by Safaricom at its sole discretion, and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. We may use information such as device ID, Mobile number used to determine eligibility. For combinations with other offers, restrictions may apply.
3. We will charge the subscription fee at the end of the free trial period unless you cancel your membership prior to the end of the free trial period.

3. Billing and Cancellation

Airtime billing

By accepting these terms and conditions, you authorize us to charge Ksh 10 or 20 inclusive of local taxes for payment of your subscription fee. If a payment is not successfully settled, due to insufficient funds, or otherwise, and you do not cancel your subscription, we may suspend your access to the service until we have successfully charged the subscription fee.

Cancellation

You can cancel your Baze subscription at any time, and you will continue to have access to the Baze platform through the end of your billing period. To the extent permitted by the applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial subscription's periods or unwatched Baze content. To cancel, go to *544*35# and select Unsubscribe, choose the subscription you wish to opt out.

Changes to the Price and Subscription Plans.

We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

4. BazeTerms of Use

1. You must a registered Safaricom customer and 18 years of age to become a subscriber of the Baze service. Minors may only use the service under the supervision of an adult.
2. Baze service and any content viewed on the video portal are for your personal and non-commercial use only. With an active Baze subscription we grant you a limited, non-exclusive, non-transferable right to access the Baze service and view Baze content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.
3. The Baze service, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including our website, user interfaces, promotional features and availability of Baze content.
4. You agree to use the Baze service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the Baze service.
5. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Baze service; use any robot, spider, scraper or other automated means to access the Baze service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Baze service; insert any code or product or manipulate the content of the Baze service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, email or otherwise send or

transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Baze service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

6. The quality of the display of the Baze content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. Default playback settings on cellular networks exclude HD, Ultra HD and HDR content. The minimum connection speed for SD quality is 0.5 Mbps; however, we recommend a faster connection for improved video quality.
7. You are responsible for all Internet access charges. The time it takes to begin watching Baze content will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected and the configuration of your Baze ready device.
8. Baze is developed by, or for, Safaricom and is designed to enable viewing of Baze content through any device that can access the web. This service may vary by device and medium, and functionalities and features may also differ between devices.

You acknowledge that the use of the service may require third party content that is subject to third party licenses. You agree that you may automatically receive updated versions of the Baze and related third-party software.

5. Warranties and Limitations on Liability.

The Baze service is provided "as is" and without warranty or condition. In particular, our service may not be uninterrupted or error-free. You waive all special, indirect and consequential damages against us. These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the laws of Kenya.

6. Miscellaneous

1. **Governing Law.** These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Kenya.
2. **Customer Support.** To find more information about our service and its features or if you need assistance with your account, please visit the Baze FAQ section on our website. In certain instances, Customer Service may best be able to assist you, for this call line 100 (Free of charge) to speak to an agent. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.

3. Changes to Terms of Use and Assignment. Safaricom may, from time to time, change these Terms of Use. Please visit our Baze video portal for the latest copy of terms of use.