
TERMS AND CONDITIONS FOR USE OF THE M-SUBSCRIPTION SERVICE**1. Agreement**

- 1.1. This Agreement contains the complete terms and conditions that apply to the M-Subscription Service and should be read together with the M-PESA Customer Terms & Conditions entered into between you and Safaricom Limited of P.O. Box 66827 Westlands, Nairobi – 00800.
- 1.2. These Terms and Conditions (these “**Terms and Conditions**” or “**this Agreement**”) take effect on the date of publication (“**Effective Date**”) and apply to you upon opting into the M-Subscription Service.
- 1.3. By accepting these Terms and Conditions and participating in or continuing to use the M-Subscription Service, you shall be deemed to be making an affirmative statement of your acceptance of these Terms and Conditions.

2. The Service

- 2.1. The M-Subscription Service is a service offered by Safaricom that enables Customers to manage and pay periodic bills through one central location without going through each and every subscription every time the Subscription is due.
- 2.2. Through the M-Subscription Service, offered under the USSD code *334# and on the M-PESA App, M-PESA Customers are able to create different types of subscriptions, set up recurrent payment transactions and track them through notifications on upcoming due subscriptions for a better experience.

3. Definitions and Interpretation

- 3.1. In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:
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 - 3.1.2. “**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 on your behalf.
 - 3.1.3. “**Automatic Payment**” means the mode of payment for Subscriptions by which the Customer may instruct us to automatically deduct the Subscription Amount on the Subscription Due Date without the Customer having to authenticate the payment transaction. For avoidance of doubt, Automatic Payments are pre-authenticated by the Customer using the M-PESA PIN during signing up, to allow for automatic debit of the M-PESA Customer's Account on the Subscription Due date.
 - 3.1.4. “**M-PESA Account**” means the account belonging to the Customer created in the M-PESA System;
 - 3.1.5. “**M-PESA Customer**” means a Safaricom customer who has registered for the MPESA Service.
 - 3.1.6. “**M-PESA App**” means a mobile application owned and operated by us that enables M-PESA 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.
 - 3.1.7. “**M-PESA Services**” or “**M-PESA**” means the money transfer services provided by Safaricom including issuance, management and redemption of e-money and cash.
 - 3.1.8. “**M-PESA System**” or “**M-PESA**” means the system operated by Safaricom providing the M-PESA Services.
 - 3.1.9. “**M-Subscription Service**” means the service:
 - (a) provided and operated solely by Safaricom Plc, the other party to these Terms and Conditions;
 - (b) available on the M-PESA App and through the USSD Code *334#; and

(c) which allows M-PESA Customers to manage and pay their Subscriptions in accordance with these Terms and Conditions.

3.1.10. **"Personal Information"** means personal identifiable information as prescribed in the Data Protection Act, 2019.

3.1.11. **"PIN"** means your personal identification number being the password you choose to access and operate your M-PESA Account as per the M-PESA Customer Terms and Conditions.

3.1.12. **"Safaricom"** means Safaricom PLC 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 these Terms and Conditions may be transferred or assigned.

3.1.13. **"Subscription Account"** means, in the case of Subscriptions to services offered by Merchants, the Paybill or till number of the Merchant in respect of which the subscription is created or in the case of Subscriptions created to allow payments to M-PESA individual M-PESA Customers, the M-PESA Account number of the individual M-PESA Customer.

3.1.14. **"Subscription Amount"** means the amount designated by the Customer as the amount payable with respect to a particular Subscription.

3.1.15. **"Subscription Due Date"** means the date and time specified by the Customer as the date on which a Subscription Amount is due.

3.1.16. **"Subscription"** means a specified subscription for a service provided by a third party and for which the Customer opts to pay through the M-Subscription Service which includes for illustrative purposes only, utility bills, entertainment subscriptions, loan payments, personal payments or school fees payments to a Subscription Account.

3.1.17. **"Till Number"** means a designation code or numbering plan created by Safaricom for the identification of M-PESA Buy Goods Accounts.

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

3.1.19. **"We" or "us" or "our"** means Safaricom PLC and (where applicable) our affiliates.

3.1.20. **"You" (or "you") or the "Customer", and "Your" (or "your") or the "Customer's"** means the person or customer who signs up for the M-Subscription Service.

4. Duration

4.1. This Agreement shall be for an initial period of twelve (12) months (**the "Initial Term"**) from the Effective Date unless otherwise earlier terminated.

4.2. 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.

5. Access and Availability

5.1. The M-Subscription Service is available to (1) M-PESA Customers who have installed and signed up on the M-PESA App and (2) all M-PESA Customers through the USSD Code *334#.

5.2. Subscriptions may only be created in favor of (1) Merchants/M-PESA Customers with Paybill numbers, (2) Till numbers (Buy goods) and (3) M-PESA Accounts registered with Safaricom (send money).

5.3. The M-Subscription Service will be available for use from 1st June 2023 (**"Service Date"**).

6. Registering for the M-Subscription Service

6.1. You may register for the M-Subscription Service through the USSD Code *334# or through the M-PESA App.

6.2. To register using the USSD Code option, follow the steps below:

- a) Dial the USSD Code *334#;
- b) Choose option 9; and
- c) Proceed to register by following the prompts.

6.3. Once registered, you may add or create the Subscriptions as set out hereunder.

6.4. Upon registering for the M-Subscription Service, we will notify you that your registration is successful through the short messaging service (sms).

6.5. To register through the M-PESA App, follow the steps below as may be applicable to you:

- a) Buy or be a user of an android or Apple iOS enabled handset or tablet;
- b) Download the M-PESA App, by going to Google PlayStore or Safaricom Appstore and searching for 'M-PESA App', in case you do not have the M-PESA App;
- c) Install the M-PESA App on your handset or tablet (*Data charges may apply for downloading and installing the M-PESA App*);
- d) Once you have installed the M-PESA App, launch the M-PESA App by entering your secret M-PESA personal identification number (PIN); and
- e) On the M-PESA App, access the M-Subscription Service under the Subscriptions icon and register, following the steps on the M-Subscription Service page.

6.6. Upon registering for the M-Subscription Service, we will notify you that your registration is successful through the in-app notification screen and via sms.

7. Using the M-Subscription Service

7.1. Once you have opted into the M-Subscription Service, you will be able to create, edit and delete different types of subscriptions as follows:

- a) By following the prompts on USSD code *334#; or
- b) By using the M-Subscription Service on the M-Subscription.

7.2. To create a Subscription on the M-PESA App, click on "Create Subscription", then enter Subscription details including description of the Subscription, Subscription Account details, Subscription Amount, Subscription Due Date, time of repayment, frequency of payment, priority level of the subscription and the mode of payment, i.e whether through Customer Initiated Payment or Automatic Payment.

7.3. To create, edit or delete details with respect to a Subscription, you will be required to authenticate the action using your M-PESA PIN.

7.4. You will be able to view all existing Subscriptions, the Subscription Due Dates, the total budget amount for the Subscriptions against your M-PESA balance and your transactions history.

7.5. In the event of insufficient balance in your M-PESA Account, you may proceed to pay the subscription through the Fuliza product subject to your Fuliza limits, in which case the Fuliza Terms and Conditions shall apply to such overdraft facility.

8. Automatic Payment and Customer Initiated Payment

8.1. By creating Subscriptions through the USSD Code *334#, you will be deemed to have chosen the Automatic Payment option pursuant to which you instruct us to effect automatic deductions of the Subscription Amounts on the Subscription Due Date.

8.2. You will not be required to provide further authentication for the deduction to be made by us.

8.3. By creating Subscriptions using the M-PESA App:

- a) You will have two modes of payment: Customer Initiated Payments and Automatic Payments with the default option being the Customer Initiated Payments.
- b) Where you opt for Customer Initiated Payments, we will not deduct the Subscription Amounts automatically on the Subscription Due Date. Instead, you will be required to authenticate the payment using your M-PESA PIN. We will remind you of set upcoming payments through the Notifications feature on the Mini App and via SMS.
- c) In case you opt for Automatic Payments, we will automatically deduct the Subscription Amounts from your M-PESA Account on the Subscription Due Date without requiring you to authenticate the deduction. You understand and acknowledge that at the point of setting up the automatic payments, you will authenticate the automatic deduction using the M-PESA PIN.

9. Suspension

Safaricom may suspend the availability of the M-Subscription Service wholly or partially for any valid or compelling reason, including without limitation, where (i) Safaricom needs to investigate a transaction or series of transactions that is or are suspicious or fraudulent; or (ii) continuing to offer the M-Subscription Service will render Safaricom noncompliant with any law, regulation or directive from a competent regulatory authority.

10. Notifications

10.1. We will notify you regarding your upcoming Subscriptions prior the Subscription Due Date through the in-app notifications screen and through SMS.

10.2. We will also notify you regarding successful/unsuccessful transactions initiated pursuant to the M-Subscription Service.

10.3. We reserve the right to amend these Terms and Conditions. Any subsequent variations and amendments to the Terms and Conditions will be subject to formal notification and approval by the Central Bank of Kenya ("**CBK**").

11. Opting Out

You may opt out of the M-Subscription Service by following the USSD prompts on the USSD Code *334#.

You may opt out of the M-Subscription Service by launching the M-Subscription Service withing the M-PESA App and clicking on the opt out option at the bottom of the screen.

12. Fees

The M-Subscription Service shall not attract any charges or costs for the Customer. Standard and existing Paybill, Buy goods and Send money services charges shall apply for transactions completed pursuant to the M-Subscription Service.

13. Warranties

13.1. Safaricom does not warrant that all functionalities for the M-Subscription Service shall be available at all times and may withdraw any functionality or the M-Subscription Service in general as a direct result of new or amended legislation, statutory instrument, Government regulations or policy or any other compelling reason.

13.2. In the event that we decide to withdraw any functionality of the M-Subscription Service or the M-Subscription Service in general for the reasons set out in this clause, we will notify you of our intention to make the withdrawal at least seven (7) days prior to the withdrawal.

14. Governing Law.

These Terms and Conditions are governed by Kenyan law.

15. Privacy and Data Protection

- 15.1. 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 on the Safaricom Data Privacy Statement found here. If unable to access the link or our website, please reach us on any of our customer care channels to receive a copy.
- 15.2. Safaricom and the Customer agree to comply with all applicable data protection laws, as well as the Safaricom Data Privacy Statement published on our website and.
- 15.3. Without prejudice to the generality of the foregoing, Safaricom and the Customer shall comply with the applicable and prevailing data protection safeguards and legislation that protects customers' personal information and personal data from unauthorised disclosure.

16. Dispute Resolution, Jurisdiction and Arbitration

- 16.1. You may contact the Safaricom Customer Care Center to report any disputes, claims or grievances. Our customer care representatives shall handle the report in accordance with our standard complaint handling procedures ("the Complaints Procedure").
- 16.2. Any dispute arising out of or in connection with this Agreement that is not resolved through the Complaints Procedure within thirty (30) days shall be referred to arbitration by a single arbitrator chosen by mutual agreement of the parties. In default of agreement, or failing such agreement, the dispute shall be referred to single arbitrator appointed by the Chairman of the Chartered Institute of Arbitrators – Kenyan Branch. Such arbitration shall be conducted in the English language in Nairobi in accordance with the provisions of the Arbitration Act.
- 16.3. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.
- 16.4. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

17. Customer Complaints

- 17.1. Complaints shall be made by calling or SMS 100 for prepaid, 200 for postpaid or 234 which is for MPESA support. Alternatively, you can visit any Safaricom shop or access the Self-service using code 456.
- 17.2. We, on receiving a complaint, shall provide the complainant with a prompt written acknowledgement within forty eight (48) hours and resolve the complaint in seven (7) working days. For complaints not resolved within seven (7) working days, written updates should be forwarded to the customer on the progress in resolving the complaint, once in every seven days.