



M-PESA BETTING AND GAMING APPLICATION FORM

CSP CONTACT DETAILS	
Company Name	
Contact person	
Contact No.	
Email Address	

Note: Attach a Valid CSP License

PROMOTER CONTACT DETAILS	
Company Name	
Contact person	
Contact No.	
Physical Address	
Email Address	

ATTACH CERTIFIED COPIES OF THE BELOW DOCUMENTATIONS;

Category	Requirements
COMPANY DOCUMENTATIONS	<ol style="list-style-type: none">1. Certified Copy of certificate of incorporation of the betting /Gaming company's2. Where the betting/gaming company uses a different name for its gaming business other than set out in its certificate of incorporation provide; Certified copy of Business registration certificate/trademark certificate and /or other documentation allowing use of such trading name3. Valid license from Betting control and Licensing Board Authorizing the provision of betting and /or gaming using M-PESA4. Where company operates within the regulated industry, approval from the industry regulator5. A current company search report (Not older than 30 days from date of receipt by safaricom) issued by register of companies (CR12)6. Certified copy of company's KRA pin certificate7. Copy of KRA Pin certificate for Directors and shareholders (Kenyan's)8. Copy of IDs of all company directors and shareholders



	<p>9. Where shareholders are incorporated entities provide;</p> <ol style="list-style-type: none"> A current company search report (Not older than 30 days from date of receipt by safaricom) issued by register of companies (CR12) Company KRA pin certificate (for Kenyan companies or Compliance certificate for foreign companies) Certified copy Certificate of incorporation, copies of IDs for all directors and shareholders KRA Pin certificate (for Kenyan directors) <p>10. Board resolution letter signed by at least 2 directors and on company letter head stating;</p> <ol style="list-style-type: none"> Authorized administrator /signatory who safaricom will deal with directly Organization Bank details
M-PESA APPLICATION FORM	<p>Fully filled M-PESA Application form Clearly stating Key contact person and contact details of the company in regard to the betting/gaming service on M-PESA</p> <p>The form to be signed by at least 2 directors</p>
M-PESA TERMS AND CONDITIONS	<p>Signed betting and gaming terms and conditions. The MPESA Terms and conditions appended to the application must be signed by at least 2 directors</p>
GOVERNANCE	<p>Copy of back office support and gaming governance process</p>
GAME MECHANICS	<ol style="list-style-type: none"> A Detailed description of gaming/lottery including objectives and duration The Duration of the gaming lottery Detailed Mechanism and schematic drawing of how the game will work and how gaming /lottery operational and technical process will be integrated to USSD, SMS Short code and M-PESA. This will include technology and integrated system to be used Detailed content of messages that will be sent to with potential participants and safaricom for vetting by safaricom. Sample of promotional Material that will be used to raise awareness of the promotion showing Clearly what message the customer will receive. These must display the approved BCLB Number whenever advertised
CUSTOMER EXPERIENCE	<p>Details of the customer experience giving how participant will:</p> <ol style="list-style-type: none"> Enroll to the gaming/lottery Participate in order to qualify Win a prize in any of the categories in the prize matrix Be notified of winning and claim their prize (s) when they win Be supported in case of any issues e. g reversals
COMPANY TERMS AND CONDITIONS	<p>Clearly Documented Terms and conditions for the game/lottery and well-defined obligations of all parties. Where the gaming is run by more than one party, a contract of agreement must exist between the parties detailing all the obligations of each party</p>

SETTLEMENT ACCOUNT	Settlement bank account to be held with a tier 1 bank (as defined by central Bank of Kenya). Such Bank should provide written confirmation that such accounts are held by it E.G Bank letter
INSURANCE	Fiduciary insurance cover and Cyber-crime insurance cover for amounts held in the gaming wallet. Insurance should be no less than 1 year after which renewals of the same should be sent through the respective account Manager. Where promos are scheduled to run for less than 1 year, the insurance provided will cover for the period of the promo as per the BCLB License.
NOTE: The content service provider (CSP) details are only applicable where the promoter requires the use of sms or ussd short codes to run the gaming product	

Pay bill Tariff

Gaming Mgao Tariff – split charges between customer and business

Gaming Business Bouquet Tariff - No charges to the business; customer bears all charges

Gaming Customer Bouquet Tariff - No charges to the customers; business bears all charges

Gaming Tariff										
Min	Max	Gaming Mgao Tariff			Gaming Business Bouquet Tariff			Gaming Customer Bouquet Tariff		
		Customer	Business	Total	Customer	Business	Total	Customer	Business	Total
1	49	3	0	3	3	0	3	0	3	3
50	99	5	0	5	5	0	5	0	5	5
100	499	23	0	23	23	0	23	0	23	23
500	999	23	0	23	23	0	23	0	23	23
1,000	1,499	23	12	35	34	0	34	0	34	34
1,500	2,499	23	12	35	34	0	34	0	34	34
2,500	3,499	34	22	56	56	0	56	0	56	56
3,500	4,999	34	22	56	56	0	56	0	56	56
5,000	7,499	34	51	85	85	0	85	0	85	85
7,500	9,999	34	51	85	85	0	85	0	85	85
10,000	14,999	34	79	113	112	0	112	0	112	112
15,000	19,999	34	79	113	112	0	112	0	112	112
20,000	24,999	34	79	113	112	0	112	0	112	112
25,000	29,999	34	79	113	112	0	112	0	112	112
30,000	34,999	34	79	113	112	0	112	0	112	112
35,000	39,999	45	157	202	202	0	202	0	202	202
40,000	44,999	45	157	202	202	0	202	0	202	202
45,000	49,999	45	157	202	202	0	202	0	202	202
50,000	69,999	49	161	210	210	0	210	0	210	210
50,000	69,999	49	161	210	210	0	210	0	210	210
70,000	150,000	49	161	210	210	0	210	0	210	210

Tariff selected.....

Name

Signature.....

Witnessed by Name.....

Signature

Bulk Payments Charge Band

Transaction Range (Kshs)		
Charge Band		
Min	Max	Business Charges
50	100	15
101	500	15
501	1,000	15
1,001	1,500	25
1,501	2,500	33
2,501	3,500	33
3,501	5,000	33
5,001	7,500	33
7,501	10,000	33
10,001	15,000	33
15,001	20,000	33
20,001	25,000	33
25,001	30,000	33
30,001	35,000	33
35,001	40,000	33
40,001	45,000	33
45,001	50,000	33
50,001	70,000	33





M-PESA BULK PAYMENT APPLICATION FORM

Company Profile

Company Name:
 Physical Address of the Company:
 Postal Address:..... Postal Code:
 Official Telephone No.1:..... Official Telephone No.2:.....
 Official E-mail Address:..... Town:.....
 V.A.T Number:..... PIN Number:.....
 Type of Business:..... Region:.....
 Trading for: Years Months Proposed Name for M-PESA Account:.....

Type of Service Requested (tick relevant box)

SME Bulk Payment Managed Disbursements Bulk Payment

Reason for M-PESA

Disbursement of Funds Describe the Reason:.....
 Source of Funds:.....

Contact Details

Name of Contact Person:
 E-mail Address:..... Telephone Number:.....
 Date of Birth..... ID 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:.....

Payment Details: Where would you like to receive funds collected?

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

Customer Declaration

Signed this:..... Day..... of..... 20:..... Location:.....
 Authorised Signatory Name:.....
 Designation:..... Branch:.....
 2nd Signatory Name:.....
 Designation:..... Branch:.....
 By signing this form, I/We 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 the Enterprise Business Unit, Safaricom House.

Email: Lipanam-pesa@safaricom.co.ke

NOTE: Information provided on this form will be used to set up your M-PESA account.

Safaricom reserves the rights to accept or reject this request. Terms and Conditions apply





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

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:.....
 2nd 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: Lipanampesa@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.



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 and that it has obtained all licenses and permits necessary to conduct gaming services on M-PESA for the duration of the Agreement. The Client further warrants that it has conducted independent know your client (KYC) procedures on its customers engaged in the course of its Betting and Gaming Business. Non-compliance with these warranties shall be deemed to be material and entitling Safaricom to terminate this Agreement in accordance with the provisions of clause 10.1.

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 M-PESA 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 payment to the Client's M-PESA Account.

8.5 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.

8.6 The Client shall be liable for and be responsible for all losses, liabilities, damages and bear all costs and expenses and will defend, indemnify and hold Safaricom harmless from and against:

8.6.1 any claims, liabilities, losses or damages due in any way whatsoever to the malfunctioning of its systems; and

8.6.2 any claims arising from or attributable to fraud or any criminal act due to unlawful access or manipulation of the Bulk Remittance Sheet by its officers, employees, agents or any third party.

8.6.3 any mistakes, errors or inaccurate information in the Bulk Remittance Sheet provided by the Client.

8.7 SAFARICOM SPECIFICALLY EXCLUDES LIABILITY FROM ANY LOSS OR DAMAGE:

8.7.1 WHERE THE RECIPIENT IS NOT REGISTERED (SUCH REGISTRATION BEING MANDATORY) ON THE M-PESA SYSTEM;

8.7.2 WHERE THE TRANSACTION AMOUNT REQUESTED BY THE CLIENT IS BELOW THE MINIMUM OR ABOVE THE MAXIMUM LIMITS FOR TRANSACTIONS ON THE M-PESA SYSTEM AS PRESCRIBED BY SAFARICOM EXCEPT WHERE THE CLIENT MAKES A REQUEST TO SAFARICOM FOR CHANGES TO THE MINIMUM OR MAXIMUM AMOUNT, WHICH VARIATION MAY BE MADE AT THE SOLE DISCRETION OF SAFARICOM;

8.7.3 WHERE THE CLIENT HAS ENTERED AN INCORRECT RECIPIENT'S M-PESA ACCOUNT NUMBER AND THE PAYMENT IS MADE TO THE WRONG CUSTOMER WHO IS NOT THE INTENDED RECIPIENT;

8.7.4 WHERE THE CUSTOMER HAS ENTERED INCORRECT DETAILS AND THE PAYMENT IS MADE TO THE WRONG MPESA SYSTEM PARTICIPANT;

8.7.5 WHERE THE CLIENT'S HARDWARE, SOFTWARE OR INTERNET PROVIDER'S SERVICE IS DYSFUNCTIONAL;

8.7.6 WHERE THE TRANSACTION IS SUSPICIOUS OR FRAUDULENT RESULTING IN LOSSES TO A THIRD PARTY;

8.7.7 WHERE THE TRANSACTION DETAILS RECEIVED ARE INCORRECT;

8.7.8 WHERE THE CLIENT'S RECEIPT OR TRANSFER OF FUNDS IS INTERCEPTED BY LEGAL PROCESS OR OTHER ENCUMBRANCE RESTRICTING THE TRANSFER;

8.7.9. WHERE UNFORESEEN CIRCUMSTANCES PREVENT THE EXECUTION OF A TRANSACTION DESPITE ANY REASONABLE PRECAUTIONS TAKEN BY SAFARICOM

8.7.10 WHERE THE CLIENT HAS EXCEEDED TRANSACTION/DAILY OR MONTHLY OR ANNUAL LIMITS FOR TRANSACTIONS AND OTHER USAGE ON THEIR M-PESA ACCOUNT; OR

8.7.11. WHERE THE RECIPIENT'S MSISDN IS NOT ACTIVE.

8.7.12 WHERE THE NATURE OF LOSS OR DAMAGE IS OF A CONSEQUENTIAL OR AN INDIRECT NATURE.

8.7.13 WHERE THE LOSS OR DAMAGE ARISES AS A RESULT OF CLIENT FAILING TO COMPLY WITH APPLICABLE LAW, REGULATIONS, GUIDELINES AND DIRECTIVES.

8.7.14 WHICH ARISES AS A RESULT OF THE CLIENT'S SOLE RELIANCE ON ANY DATA RELAYED BY SAFARICOM REGARDING THE REGISTRATION OF RECIPIENTS ON THE M-PESA CUSTOMER REGISTRATION DATABASE.

9 SUSPENSION

Safaricom may suspend the availability of the Service wholly or partially for any valid or compelling reason and at any time, including without limitation, where (i) either party needs to investigate a transaction or series of transactions that is or are suspicious or fraudulent; or (ii) continuing to offer the service availability will render one Party non-compliant with any law, regulation or directive from a competent regulatory authority (iii) the Client is in breach of any of the terms set out in this Agreement.

10 TERMINATION

10.1 Termination for Breach

If the Client 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 7 (seven) days from the date on which written notice is given to the Client by Safaricom, then Safaricom shall be entitled to terminate this Agreement on the expiry of such written notice and Safaricom shall be entitled to hold the Client liable in damages as a result of such termination.

10.2 Termination by Notice

Notwithstanding the generality of the foregoing, either Party may terminate this Agreement for any reason upon giving the other Party thirty (30) days notice.

10.3 Termination not to Affect Remedies

The expiration or 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

Any taxes, charges, impositions or levies imposed on a Party or on a Party's performance of its obligations under this Agreement (including income taxes, VAT, Excise Tax and Withholding Tax) shall be paid by that Party, it being solely that Party's obligation to collect and remit such taxes to the relevant taxing authorities. If any withholding or other tax reduces the amount that would otherwise be paid hereunder by a Party to any other Party or any Recipient, then the amount paid shall be net of such required withholding or other tax so that the burden of the tax is borne by the Party subject to the tax. Nothing in this Clause shall be interpreted to require any Party to bear any income taxes which under applicable laws is imposed upon Recipients.

12 COMPLIANCE WITH APPLICABLE LAWS AND CONTINUING OBLIGATIONS

12.1 The Client shall comply with all legal requirements applicable to it including but not limited to the provisions of the of the Proceeds of Crime and Anti Money Laundering Act, the Betting, Lotteries and Gaming Act and any other applicable law.

12.5 The Client shall, at its expense, obtain and renew, in accordance with any law or regulations for the time being in force, all permits, licences and authorisations required for the performance of its obligations under this Agreement including but without limitation such licenses, permits or authorisations necessary for the client to undertake Betting and Gaming Business. In the event that the Client's license or permit or other authorisation is no longer in force, then the Client shall notify Safaricom immediately.

12.6 The Client shall produce to Safaricom on request certified copies of such permits, licences and authorisations at any time during the course of this Agreement.

12.7 Safaricom reserves the right to request for any additional information, documents or impose any additional requirements at any time in the course of this Agreement which Safaricom deems at its sole discretion as necessary for the continued use of the M-PESA service by the Client under this Agreement and the Client shall produce such information or comply with such requirement within such period indicated by Safaricom.

12.8. The provisions of this clause 12 are material and failure of the Client to comply with these provisions shall entitle Safaricom to terminate this Agreement in accordance with the provisions of clause 10.1 (Termination).

13 GOVERNING LAW AND JURISDICTION

The validity, construction and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of Kenya and the parties hereby submit to the non-exclusive jurisdiction of the High Court of Kenya.

14 DISPUTE RESOLUTION

In the event that any dispute has arisen, and the parties have not been able to settle the same, within fourteen (14) days then, any party may elect to submit the dispute to the High Court of Kenya. Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder. Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

15 ENTIRE AGREEMENT

This Agreement, together with the schedules hereto, constitutes the entire agreement between the Client and Safaricom with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter.

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

This Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party.

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 (i) mail, registered or certified, return receipt requested, postage pre-paid, courier service to the address specified above.

19 HEADINGS

Headings in this Agreement are for reference purposes only and shall not effect the interpretation or meaning of this Agreement.

20 COUNTERPARTS

This Agreement may be executed simultaneously in three counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

21 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.

22 SEVERABILITY

If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be severed from this Agreement PROVIDED ALWAYS that the remaining provisions of this Agreement will remain in full force and effect. The rights and obligations of the parties under this Agreement shall survive the expiration or early termination of this Agreement for any reason.

23 PUBLICITY

Neither party shall use the other party's name or trademark or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or its subject matter, in any promotional or marketing materials, lists or business presentations, without consent from the other party, except for announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing party, which shall be in any event subject to review and approval, which approval shall not be unreasonably withheld, by the other party prior to release.

24 NO THIRD-PARTY BENEFICIARIES

Each party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of, any person or entity other than the Safaricom and the Client.

25 FORCE MAJEURE

Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance if 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.

We _____ Limited of P.O. Box [_____] Hereby confirm that we have read these M-PESA GAMING TERMS AND CONDITIONS and we hereby agree to be bound by them.

Signed by (Full Name).....

Designation.....

Signature

Date.....

In the presence of:

Name.....

Address.....

Signature.....