

Easy Travel powered by Safaricom User Terms and Conditions

USER TERMS & CONDITIONS

The terms and conditions set out below (the “Terms”) shall apply to your participation in the ticketing service provided to you by Safaricom Limited in conjunction with Bernsoft Interactive Limited (hereinafter referred to as “Easy Travel Powered by Safaricom”). By using the service you automatically agree to abide by these Terms. It is important that you read and understand these Terms before you use the service. These Terms and Conditions (the “Terms and Conditions”), shall form a legally binding agreement between you and Safaricom.

1. Definitions

“**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;

“**Agent**” means a person appointed by Safaricom to dispense M-PESA Services, details of which may be obtained from Safaricom;

“**Credit**” means the movement of E-Money into your Account;

“**Debit**” means the movement of E-Money out of your Account;

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

“**M-PESA Services**” or “**M-PESA**” means the services provided by Safaricom for the movement of E-Money including issuance and redemption;

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

“**Outlet**” means any shop, unit or other retail premises or portion thereof operated by an Agent;

“**Participant**” or “**User**” means any person or legal entity that participates in the M-PESA System by using the M-PESA Services to send or receive payments and includes any person or legal entity that facilitates the redemption of E-Money;

“**Payments**” means Cash paid to an Agent, for the purchase of an equivalent amount of E-Money, sums credited to your Account, any such monies thereafter being held by the Trustee in trust for you as specified herein;

“**PIN**” means your personal identification number being the secret code you choose to access and operate your Account;

“**Retail Centre**” means a retail outlet operated by Safaricom within the Republic of Kenya.

“**Registration Form**” means the registration form containing registration details and acceptance of these Conditions of Use by you in the form annexed hereto;

“**SIM Card**” means the subscriber identity module which when used with the appropriate mobile phone equipment enables you to use the M-PESA Services;

“**SMS**” means a short messaging service that enables the transmission of text messages from one mobile phone to another;

“**Ticket**” means a ticket purchased (or sold) through the Easy Travel powered by Safaricom channel for public commuter transport (including bus, ferry, tram or rail), airline or other scheduled transport means and includes an electronic version of the ticket;

“**You**” or “**your**” means the M-PESA Customer using the M-PESA Service;

2. Eligibility & Service Description

- 2.1. The Easy Travel Powered by Safaricom service is available to eligible Safaricom subscribers who are registered on the M-PESA System operated by Safaricom.
- 2.2. You must be at least 18 years old and of sound mind to use the M-PESA Service.
- 2.3. You must have an M-PESA enabled SIM card through which you may access the M-PESA services. If your SIM card is not M-PESA enabled, you may swap it at a nominal fee for one that is M-PESA enabled and register for the M-PESA Service by completing an Application form and agreeing to the M-PESA Customer Terms and Conditions.
- 2.4. The Easy Travel Powered by Safaricom service is available through your WAP enabled mobile phone, **USSD** or the website.
- 2.5. By accessing the Easy Travel Powered by Safaricom service, you will be able to book your public commuter transport (including bus, ferry, tram or rail), airline or other scheduled transport means, Ticket and pay for your bookings through the M-PESA Pay Bill Service
- 2.6. Subject to Safaricom’s due diligence and vetting, you may obtain a statement of your M-PESA account from any Safaricom retail centre for which you may be charged a fee. The statement of account shall be conclusive evidence of the

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transactions carried out on your account during the period covered in the statement.

- 2.7. All fees applicable to the M-PESA service are set forth in a separate fee schedule available at Agent outlets and as may be published in the daily newspapers and/or on the M-PESA/Safaricom website from time to time and are subject to change.
- 2.8. Safaricom may suspend or terminate your account if reasonable grounds of suspicion of money laundering or other illegal or fraudulent activity are established.

3. Privacy Policy:

- 3.1. Safaricom recognizes the importance of protecting the privacy of all information provided by users of M-PESA. This statement is meant to affirm our utmost respect for your rights to privacy.
- 3.2. Safaricom collects personally identifiable information that we use to profile M-PESA users and administer individual M-PESA accounts, update M-PESA databases, and provide user support. Safaricom may use your personal information for limited research and marketing.
- 3.3. Save as provided hereunder, Safaricom does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.
- 3.4. You acknowledge that by using the M-PESA services, some of your personal information will be passed on to any person whom you receive money from, or send money to.
- 3.5. You accept that Safaricom shall have the right to monitor your account usage and may, on request or if compelled by law, disclose personal information to any competent local and/or international law enforcement, regulatory or governmental agencies to assist in the prevention, detection or prosecution of money laundering activities, fraud or other criminal activities;

4. Access Responsibility

- 4.1. Access to the M-PESA Services is password protected. You must guard your PIN password and should not disclose it to any third party including M-PESA Outlet Operators.
- 4.2. You acknowledge that you shall be solely responsible for the security of your password and secret word.

- 4.3. You are responsible for the instructions given to Safaricom in relation to your M-PESA account and for this reason Safaricom may not be able to detect errors or fraud in the instructions it receives.
- 4.4. Safaricom shall deem each correct PIN and password entry as being performed by the legitimate owner of the M-PESA account and shall regard all subsequent transactions as valid.

5. Purchasing your Ticket

- 5.1. After successfully booking your travel Ticket on the Easy Travel Powered by Safaricom system, you will be prompted to purchase the Ticket using Safaricom's M-PESA Pay Bill Service.
- 5.2. M-PESA transaction limits apply to the Easy Travel Powered by Safaricom service. You must therefore ensure that you have sufficient funds in your M-PESA account to successfully complete a transaction.
- 5.3. When making your Ticket purchase and by correctly following the prompts on the M-PESA Pay Bill service, the relevant E-Money will be cancelled by being debited from your account and shall be credit to Safaricom.
- 5.4. All transactions shall be denominated in Kenya Shillings being the lawful Currency of Kenya and shall be successfully completed upon the correct value of the Ticket being received and accepted by the Easy Travel Powered by Safaricom system.
- 5.5. You will be charged the applicable fee for the Pay Bill transaction you make.
- 5.6. Upon the successful completion of the Pay Bill transaction, you shall receive a confirmation SMS which shall entitle you to an e-Ticket.
- 5.7. You may present the e-Ticket Number contained in the SMS message to the check-in counter or travel desk, as the case may be, which shall entitle you to travel to your destination PROVIDED that the travel provider may request you to provide sufficient proof of identification (ID). For the purpose of this agreement, sufficient proof of (ID) shall be an original national or military ID card if you are a Kenyan national; and original Alien Certificate, Diplomatic Pass or Passport if you are a foreign national residing in Kenya or other acceptable proof of ID.

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- 5.8. If the funds in your M-PESA account are not sufficient to carry out your transaction request in full, the transaction will not be completed. The payment shall be received but you cannot confirm the booking.
- 5.9. Each Transaction you undertake will be accompanied by a unique receipt number that will appear in the confirmation SMS sent to you and will include an updated balance of your Account. This receipt number may be used to track & identify all Transactions carried out on your Account and should therefore not be deleted.
- 5.10. Safaricom reserves the right, at its sole discretion, to cancel the transaction if reasonable grounds such as manifest error or fraud are shown and provided that the recipient has not redeemed the funds.
- 5.11. Safaricom will not be obliged to cancel or reverse a completed transaction where the recipient has appropriated the E-Money or otherwise spent the E-Money.
- 5.12. Safaricom will not be compelled to refund or compensate you if the funds are sent to a recipient mistakenly or in error or fraudulently and subsequently redeemed for Currency or otherwise spent by the recipient of the mistaken, erroneous or fraudulent transaction.

6. Intellectual Property

All intellectual property rights in the M-PESA service are the property of Safaricom and/or its affiliates. Any unauthorized reproduction, modification, distribution or republication of M-PESA materials, without the express prior written consent of Safaricom is strictly prohibited.

7. Fees

- 7.1. You are responsible for the payment of all applicable fees. Safaricom publishes fees payable in information pamphlets, daily newspapers, Agent outlets and on the M-PESA/Safaricom website. Safaricom's Customer Care department will be on hand to assist you with the fee schedule if you are uncertain about the applicable fee.
- 7.2. All fees are deducted at source and are subject to change at any time at Safaricom's sole discretion.
- 7.3. Fees payable on each Transaction will be deducted from your M-PESA account at the completion of each transaction. Your new balance on completion of the transaction shall be notified to you by SMS.

- 7.4. except as may otherwise be notified, fees are inclusive of all applicable taxes including Value Added Tax at the prevailing rate.

8. Suspension, Termination & Freezing

- 8.1. You acknowledge that Safaricom may be compelled by law to suspend and/or freeze your account or decline to execute your transaction requests if there are reasonable grounds to suspect that an account has been or is being or may be used to receive or send funds in connection with any criminal or fraudulent activity.
- 8.2. You may request your account to be closed at any time by giving written notice to Safaricom addressed to: M-PESA Services, Safaricom, P.O. Box 46350 00100 Nairobi, or delivered to M-PESA Services, Safaricom House, Waiyaki Way, Westlands.
- 8.3. Safaricom may, at its discretion, close your account at any time for any reason upon giving one (1) week's notice to you and refunding to you the balance of any funds remaining in your M-PESA account.
- 8.4. Safaricom may send notices to you at the postal address provided or electronically by SMS to your mobile telephone number with which you registered on the M-PESA System.

9. Warranties, and Limitation of Liability

- 9.1. Safaricom will report any suspicious account activity to its Money Laundering Reporting Officer (MLRO). The MLRO may escalate the suspicious activity to the relevant law enforcement authority.
- 9.2. Safaricom shall use all reasonable efforts to ensure that all transaction requests are processed in a timely manner. However, Safaricom makes no representations or warranties as to continuous, uninterrupted or secure access to the M-PESA service, which may be affected by factors outside Safaricom's control, or may be subject to periodic testing, repair, upgrade or maintenance.
- 9.3. Safaricom will not be responsible for any claim unless caused by wilful default attributable to Safaricom. Safaricom specifically disclaims all liability for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by but not limited to:
- 9.3.1 Payments made to unintended recipients or payments made in incorrect amounts due to the input of incorrect information by senders,

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- 9.3.2 Payment made by an unauthorised third party who passes all identity and verification checks,
- 9.3.3 Any fraud, deception or misrepresentations by any M-PESA user, whether or not the M-PESA user has been verified,
- 9.3.4 Any damages resulting from a recipient's decision not to accept a payment made through the M-PESA system,
- 9.3.5 Any inability of any person to use the M-PESA system,
- 9.3.6 Delays, losses, errors, or omissions resulting from failure of any telecommunications or any other data transmission system,
- 9.3.7 Any result of any acts of government or authority, any act of God or *force majeure*.
- 9.4. Safaricom does not warrant the safety or legality of the transaction you or any M-PESA System Participant undertakes.
- 9.5. Safaricom does not warrant the availability of any particular Ticket or the availability or timeliness of any travel means on the Easy Travel Powered by Safaricom service.
- 9.6. You agree to indemnify and hold Safaricom harmless against any claim brought against Safaricom by a third party resulting from your use of the M-PESA service with regard to all losses (including consequential losses), actions, proceedings, claims, damages, expenses or liabilities whatsoever suffered and howsoever incurred by Safaricom in consequence of your breach of these Terms and Conditions.
- 10. Dispute Resolution and Governing Law**
- 10.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.
- 10.2. If you have any enquiries or need help for the resolution of problems concerning the Service or to report Ticket inaccuracies, please contact us at:
- 10.3. Where the law provides for the resolution of disputes through an industry Ombudsman, any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care shall be referred to such Ombudsman whose decision shall be final and binding on the parties.
- 10.4. In the absence of an industry Ombudsman, any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration. Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995 or its successor legislation.
- 10.5. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

11. Disclosure & Data Retention

- 16.1 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 Authority or any Anti-Money Laundering authority for the purposes of any genuine enquiry or investigation.
- 16.2 You acknowledge that Safaricom may be required by law to surrender funds in your account to any fund that may be created for the purpose of recovering the proceeds of crime.
- 16.3 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.

12. Force Majeure

The obligation of each Party under this Agreement shall be suspended during the period to the extent that such Party is prevented or hindered from complying therewith by any cause beyond its reasonable control including but not limited to acts of God, war, civil commotion, industrial dispute, inability to secure materials, act or omission of carriers or suppliers, or regulatory intervention. If such delay or failure continues for at least thirty (30) days then either Party may terminate this Agreement by notice in writing to the other. Upon such termination all amounts held in trust for you in the M-PESA System shall be made good to you.

BERNSOFT INTERACTIVE LTD

P O Box 15177-00100 - Nairobi
Vision Plaza, 1st Floor, Mombasa Road
Landlines: 254-20-5009000
Safaricom: 254-722-929192
Fax: 254-20-2149405
Email: support@easytravelpoint.com
Website: www.easytravelpoint.com

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13. Refunds & General Provisions

- 13.1. Refunds where applicable shall be handled by specific Service provider as subject to their terms and conditions
- 13.2. Commission fees, access fees and M-Pesa transaction fees shall not be refundable.
- 13.3. You acknowledge that these Terms and Conditions are subject to amendment, modification or deletion 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 terms and conditions.
- 13.4. 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 agreements.
- 13.5. 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.
- 13.6. You may not transfer any rights or obligations you may have under this Agreement without Safaricom's prior written consent. Safaricom reserves the right to transfer this Agreement and all rights or obligations under this Agreement without your consent.