GENERAL TERMS AND CONDITIONS

AIRTEL TANZANIA PLC SUBSCRIBER TERMS & CONDITIONS

Nature of Terms and Conditions & Applicability

These terms and conditions are issued by Airtel Tanzania PLC (hereinafter “Airtel” or “we” or “us” “ourselves” or “our”) to Airtel Subscriber and or Customer (hereinafter “you” or “your” or “user” “yourself”) of Services provided by AIRTEL which includes but is not limited to Services of voice, data, internet, value added services and mobile money services (Airtel Money).

By visiting to AIRTEL website or purchasing any item from AIRTEL, the Subscriber or Customer engages in AIRTEL Services and agree to be bound by the following terms and conditions including those additional terms and conditions, guidelines and policies referenced herein and or available by hyperlink. Please read these terms and conditions carefully before accessing or using AIRTEL services.

1. **DEFINITIONS**

1.1 **Account:** Means AIRTEL's records of personal details, outstanding charges payable by and payments received from CUSTOMER.

1.2 **Account Holder:** Means the CUSTOMER.

1.3 **Active:** means in relation to a SIM Card that services for which it is enabled are conducted through it on a regular basis.

1.4 **Activation Date:** Means the date on which the CUSTOMER successfully subscribes for the Services provided by AIRTEL through Client's SIM Card.

1.5 **Charges:** Means connection charges, monthly access charges call charges and all other charges payable for the provision of network services, SIM Cards and any other services howsoever described by AIRTEL to the CUSTOMER as detailed in the Schedule of charges published by AIRTEL from time to time.

1.6 **Contract:** means the terms and conditions contained herein and any variation.

1.7 **Customer:** Means a person or entity who successfully subscribes for AIRTEL's services (herein defined) and executes a contract with AIRTEL accordingly. The term "CUSTOMER" shall include the said subscriber's personal representatives, successors in title and assigns as well as persons acting with the CUSTOMER's authority such as agents, servants, or employees of the CUSTOMER.

1.8 **Connection:** Means the process through which a CUSTOMER is given access to the AIRTEL services through AIRTEL's network. The terms "Connected", "Disconnected" and "Re connection" will have corresponding meanings.

1.9 **Content:** Means audio, text, visual or other information software and materials availed by means of the network including all information supplied by content providers from time to time.

1.10 **Covered Area:** Means the Geographical area covered by the network and within which the CUSTOMER can access the Service or Network as advised by AIRTEL from time to time.

1.11 **AIRTEL**: Means AIRTEL TANZANIA PLC having its registered office at Airtel House, Block 41, Corner of Ali Hassan Mwinyi and Kawawa road, Morocco area Kinondoni Dar- es- Salaam.

1.12 **Mobile Phone**: Means a device that can make and receive telephone calls over a radio link whilst moving round a wide geographic area.

1.13 **Network:** Means AIRTEL equipment software and facilities that enable the CUSTOMER using a mobile phone compatible with GSM 900,1800 and 2100 or any other spectrum in use by AIRTEL {provided that it is not SIM locked by another operator} to have access to the Services.

1.14 **PIN:** Means a Personal Identification Number allotted to every SIM card to control access to the network and the term "PIN Code" shall have a corresponding meaning.

1.15 **Point of Sale:** Means any shop or place where the CUSTOMER can make an offer for any of the Services.

1.16 **Price list**: Means a list of charges for tariffs for Services as levied by AIRTEL, which Price List may be updated by AIRTEL from time to time and may include, related explanations definitions notes and conditions.

1.17 **Rights**: Means copyright trademark and other relevant proprietary and intellectual property rights relating to the content or contained in any software that is required and/or utilized by AIRTEL to operate the Network and to provide the Services.

1.18 **Roaming/ International Calling Facility:** Means an optional facility that may be availed by AIRTEL or through AIRTEL's assistance upon request by a CUSTOMER and at such additional costs as may be advised as AIRTEL, which facility allows the CUSTOMER while in a foreign country to use the network(s) and related services of other network service providers in such foreign countries subject to these Terms and Conditions as well as further terms as may be advised by the other network service providers.

1.19 **Services:** Means the mobile telecommunication services availed by AIRTEL or partner in case of roaming subject to these Terms and Conditions (as modified from time to time) which Services enables the CUSTOMER to make or receive calls and/or send and receive data, send and receive short text messaging, access information, send and receive money, make payments and access other facilities on AIRTEL Money supplied by AIRTEL or any other content providers by means of the network and the term "Service" includes all such value added services, package deals and other optional services as may be availed by AIRTEL.

1.20 **SIM card(s):** Means the Subscriber Identity Module(s) provided to the CUSTOMER by AIRTEL to enable the CUSTOMER to access and to use the network and related Services.

2. COMMENCEMENT AND DURATION

2.1 These terms and conditions shall apply and bind the CUSTOMER immediately upon subscription of the Services and shall continue during the pendency of the license granted to the company and any renewal thereof unless terminated by either party according to the terms and conditions herein. Provided that the Customer may within ten (10) days of subscription of the Services, and without assigning any reasons, immediately terminate the use of the Services without consequences.

3. PROVISION AND USE OF THE SERVICES

3.1 Subject to the provisions of these terms and conditions the CUSTOMER is only entitled to the Services, or such part thereof as are to be availed by AIRTEL at the time the CUSTOMER subscribes to the services. The CUSTOMER will be informed by AIRTEL through the AIRTEL website, short text messages, the press, or points of sale of various other components relating to review of the Services provided as and when they are availed by AIRTEL.

3.2 The Terms and Conditions of this Contract may be varied at any time subject to AIRTEL issuing a fourteen (14) days public notice of the intended changes and obtaining approval from respective government organs as may be required by law.

3.3 Subject to the provisions of this Contract AIRTEL will provide the CUSTOMER with a SIM Card and take all reasonable steps to make the Service.

3.4 The CUSTOMER shall not be entitled or have a right to any specific mobile phone number(s) and AIRTEL reserves the right with justifiable reasons to offer, withdraw and change such mobile phone number(s) as may be allocated upon giving adequate notice to the CUSTOMER.

3.5 The international calling facility and or roaming shall be made available to the CUSTOMER upon request made to AIRTEL (in writing or any other prescribed mode) by the CUSTOMER and shall be subject to

such further or additional terms and conditions as AIRTEL may impose before availing any of the said facilities

3.6 The service is not fault free and the quality and availability of the service may be affected by factors outside the control of AIRTEL including but not limited to local geographic and physical obstruction atmospheric conditions and other causes of radio interference as well as faults in other telecommunication networks to which the network is connected or dependent. The network and the service may also from time to time require upgrading, modification, maintenance, or other works that may also result in the service or any part thereof becoming temporarily unavailable.

3.7 On activation, the CUSTOMER will be entitled to the quality of service generally provided by a competent mobile telecommunications service provider exercising reasonable skill and care and pursuant to the applicable requirements under the license to AIRTEL.

3.8 AIRTEL may suspend services or any part thereof without giving the CUSTOMER notice if AIRTEL has good reason to believe that the number is being used on fraudulent or any other illegal activities or the CUSTOMER has not complied with one or more of the terms contained herein.

3.9 AIRTEL may vary the content or the technical specification of the Services from time to time and shall immediately advise the CUSTOMER of such changes.

3.10 The CUSTOMER is solely responsible for evaluating the accuracy and completeness of the content and the value and integrity thereof and accordingly AIRTEL will not be a party to or in any way responsible for any transaction concerning the content or defects therein.

3.11 AIRTEL shall only activate the postpaid CUSTOMER upon receipt of a completed application form and supporting documents as may be stated in the application form. The CUSTOMER shall inform AIRTEL in writing of any change in the information provided in the application form or other document.

3.12 Airtel shall only activate prepaid CUSTOMERS after biometric registration by validating the customer details through fingerprint from National Identification Authority database (NIDA). All local customers are required to visit any Airtel shop or Registration agents with their national identification or National ID number or Passport if the customer is a foreigner with less than Six (6) months stay in Tanzania.Below is the easy procedure to be biometrically registered per category: -

3.12.1 SIM Card Registrations for individual:

a) Visit Airtel shop or registration agents with your National ID number for Tanzania citizen including foreigner more than(6) months stay and foreigner less than (6) months stay shall be required to present valid passport.

b) SIM registration agent will capture your National Identification Number or passport and scan your fingerprint

c) You will receive notification when number is updated with biometric registration

Note: National Identification/ National Identification number and passport for foreigners are the only approved ID to be used on SIM card registrations for individuals.

3.12.2 SIM Card Registrations under Company

a) A company shall present valid certified copy of TIN Certificate, Business License & Certificate of Incorporation/Compliance, or certificate of registration.

b) The company representative shall present his/her NIDA ID and fingerprint verification

c) The Company shall present the introduction letter approving the representative and the usage of the SIM card.

d) The SIM card shall bear the name of the company

e) Company shall notify Airtel for any changes of the representation

3.12.3 SIM Card Registrations under Institution

a) The institution representative shall be required to present introduction letter of the respective institution.

b) The institution representative shall be required to present his/her NIDA identity number and fingerprint for biometric verification

c) The registered SIM Card shall bear the name of institution

3.12.4 SIM Card Registration for Visitors

a) Visitor means a non-citizen who is not a diplomat and intends to stay in the United Republic of Tanzania for a period of not more than six (6) months

b) Visitor shall be required to present certified copies of valid passports with valid visa.

c) Fingerprint of the visitor will be taken for verification.

d) Registered SIM Card shall bear the name of the visitor.

3.12.5 SIM Card Registrations for Foreigner

a) Foreigner means a non-citizen who is not a diplomat staying in the country for a period of more than six (6) months;

b) Foreigners shall be required to present NIDA identity.

c) Fingerprint of the foreigner will be taken to verification.

d) Registered SIM Card shall bear the name of the foreigner.

3.12.6 SIM Card Registrations for Diplomat

a) The diplomat shall be required to present his certified copies of valid passport and valid diplomatic identity issued by ministry of foreign affairs & EAC corporation for SIM Card registration;

b) No fingerprint shall be taken during SIM Card registration;

c) Registered SIM Card shall bear the name of the Diplomat

3.12.7 SIM Card Registrations for Diplomat Institution

a) Diplomatic Institution shall present the introduction letter from the Institution and original letter from ministry of foreign affairs & EAC corporation.

b) Also shall present copies of certified valid passport and valid diplomatic ID of the representative issued by ministry of foreign affairs & EAC corporation for batch of SIM cards to be registered.

c) Registered SIM Card shall bear the name of the Diplomatic Institution

d) Service provider shall keep details of diplomatic institution and the representative

3.12.8 SIM Card Registrations for refugee

a) Refugees shall be required to present NIDA identity;
b) Service provider shall conduct fingerprint verification of a refugee with NIDA for biometric SIM Card registration.
c) The service provider shall keep details of the refugee; and registered SIM Card shall bear the name of the refugee

3.12.9 SIM Card Registration for Minor (below 18 Years)

a) Simcard used by minor shall be registered under minor biometric simcard registration category
b) Guardian/Parent of minor shall present minor certified copy of birth certificate/Adoption document/Valid passport with valid visa for foreigner
c) SIM registration agent will capture minor portrait photo and nationality
d) Guardian/Parent shall be required to present National Identification Number/ for foreigner valid passport, valid visa and fingerprint for verification
e) Registered SIM Card shall bear the name of the minor
f) The service provider shall keep details of the minor and the parent/guardian

3.12.10 SIM Card Registration for Company Employees

a) Simcard used by company employees shall be registered under company biometric registration category
b) A company shall present valid certified copy of TIN Certificate, Business License & Certificate of Incorporation/Compliance or certificate of registration.
c) Each employee who is entitled to use the simcard is required to share National Identification number and fingerprint for verification
d) The Company shall present the introduction letter approving the employees under company employees registration.
e) The SIM card shall bear the name of the employees
f) Company shall notify Airtel for any changes of the representation
g) The service provider shall keep details of the company and the employee

3.12.11 SIM Card Registration for M2M

a) A company shall present valid certified copy of TIN Certificate, Business License & Certificate of Incorporation/Compliance or certificate of registration.
b) The company representative shall present his/her NIDA ID and fingerprint verification
c) The Company shall present the introduction letter approving the representative and the usage of the SIM card.
d) The SIM card shall bear the name of the company
e) Where M2M is owned by individual, sim card shall be registered under individual category using individual national identification and fingerprint verification & the service provider shall keep details of the individual
f) Company shall notify Airtel for any changes of the representation
g) To make sure you are using number that have been biometric check by dialing *106#.

3.13 The rights relating to the software in the SIM Card are the property of AIRTEL. The SIM Card is supplied to the CUSTOMER under license by AIRTEL for the proper use with the Services only. The CUSTOMER may not copy, change or re-engineer the software in any manner whatsoever. AIRTEL reserves the right at any time to substitute or replace the SIM Card at no cost to the CUSTOMER. AIRTEL shall take such reasonable measures to ensure that no data is lost during the transfer process.

3.14 In the event of loss, theft or damage of the SIM Card, AIRTEL shall at the CUSTOMER'S request and after verifying the CUSTOMER'S identity, replace the SIM Card (within such reasonable period as will be communicated to the CUSTOMER). AIRTEL may require the CUSTOMER to pay such fees as it may determine where the lost or stolen or damaged SIM Card is replaced.

3.15 The SIM Card shall be automatically blocked if the wrong PIN Code is entered multiple times as may be determined by AIRTEL. If the CUSTOMER is for any reason unable to access the AIRTEL network because the SIM Card has been deactivated for this reason, AIRTEL may at the request of the CUSTOMER and after carrying out such investigations as it deems fit reactivate the SIM Card. The SIM Card can be unblocked by calling the AIRTEL call centre or Show Rooms and AIRTEL shall be entitled to charge the CUSTOMER such fee as it shall deem fair for unblocking the SIM Card.

3.16 AIRTEL shall not be liable to the CUSTOMER or any parties dealing with the CUSTOMER for any indirect or consequential loss or damage to them including without limitation any loss or damage arising from business interruption arising from the use of the Service, the Network or howsoever caused.

3.17 The rights to all software used in providing the Services shall remain the property of the respective content providers, software suppliers or AIRTEL as the case may be.

3.18 The CUSTOMER may in the event of any complaint or dispute with AIRTEL with regard to the Service or Network shall contact the CUSTOMER care department through designated numbers for the time being 100 and 101 or visit any of the AIRTEL shops.

3.19 Whilst every effort has been made by AIRTEL, its affiliated companies, employees, suppliers, agents and or vendors to ensure Services is provided appropriately, AIRTEL, its affiliated companies, employees, suppliers, agents and or vendors do not guarantee the availability of Services at all times or that Services will be uninterrupted or error free or accurate or secure or complete or meet your requirement. AIRTEL makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the performance of the Services over and above its license obligations.

4. THE CUSTOMER'S OBLIGATIONS

The CUSTOMER agrees and covenants:

4.1 Not to assign or transfer the service, SIM card or personalized telephone number to any person without the prior written consent of AIRTEL.

4.2 That the CUSTOMER acknowledges that the SIM card and the rights therein shall at all times remain the inalienable and non-transferable property of AIRTEL.

4.3 That the CUSTOMER shall at all times be responsible and accountable to AIRTEL for the proper use and preservation of the SIM card and the PIN code. In the event the CUSTOMER continuously neglects to use the SIM card or the number provided for a period of 90 days AIRTEL may suspend the number and re-allocate the number for use by any other CUSTOMER.

4.4 That the CUSTOMER shall at all times remain responsible for confidentiality of any information or data received or transmitted by the CUSTOMER using the Network and the CUSTOMER agrees to notify AIRTEL immediately of any or any suspected unauthorized use of other SIM card or the Services. Unless caused by technical failure, the CUSTOMER acknowledges that AIRTEL shall not be liable for any loss the CUSTOMER may incur as a result of the unauthorized use of the Service or SIM Card without the CUSTOMER's knowledge.

4.5 That in the event of loss or theft of the SIM card whether or not the SIM card was inserted in a handset at the time of such loss or theft the CUSTOMER shall notify AIRTEL using the designated telephone number or visit the AIRTEL outlets requesting that the subscription be suspended or deactivated and shall immediately thereafter confirm the report of loss or theft in writing to AIRTEL accompanied by an original police abstract to verify the loss or theft.

4.6 That the CUSTOMER shall, until such time AIRTEL is notified as per clause 4.5 above, be fully liable and shall pay AIRTEL for all calls made using the SIM card whether or not the SIM card has been stolen or lost and the CUSTOMER hereby undertakes to indemnify AIRTEL in full and hold it blameless for any liability fees costs charges or expenses it may suffer or incur by reason of any fraudulent use of the SIM Card or by reason of the SIM Card being stolen or lost.

4.7 The CUSTOMER shall in the event of loss or theft of the SIM card as aforesaid remain responsible and accountable to AIRTEL for use of the SIM Card up to the time AIRTEL is notified in accordance with clause 4.5 above.

4.8 To indemnify AIRTEL in full for all the charges that AIRTEL may incur or suffer by reason of re-activating the SIM card arising as a result of any fraudulent claim.

4.9 The CUSTOMER confirms and warrants that the CUSTOMER has capacity to enter into this contract and to perform the CUSTOMER's obligations as herein set out.

4.10 The CUSTOMER further warrants and confirms that information and particulars of the CUSTOMER given to AIRTEL are true and the CUSTOMER shall notify AIRTEL immediately in writing of any changes and the CUSTOMER undertakes to provide AIRTEL with information or documents required by AIRTEL from time to time.

4.11 The CUSTOMER confirms that the CUSTOMER's liability under the contract shall be joint and several in cases where the CUSTOMER is more than one person.

4.12 The CUSTOMER confirms that he/she shall not use the Services for any criminal or immoral purposes and shall be solely responsible for any consequences arising from such criminal or immoral use of the Services or the Network.

4.13 Unless occasioned negligently, The CUSTOMER indemnifies and holds AIRTEL harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), arising out of or in connection with the failure or delay in the performance of Services offered or the use of Services.

4.14 For Services that requires password such as Airtel Money, the CUSTOMER undertakes to keep all passwords secure and warrant that no other person shall use Services utilizing the CUSTOMER password, and the CUSTOMER further acknowledges responsibility for ensuring that no unauthorized access to Services is obtained using the CUSTOMER password, and that the CUSTOMER shall be liable for all such activities conducted pursuant to such use, whether authorized or not.

4.15 The CUSTOMER undertakes to immediately notify AIRTEL in case of defective SIM Card or Services.

5. AIRTEL'S OBLIGATIONS

5.1 AIRTEL undertakes subject to these Terms and Conditions to provide the Services to the CUSTOMER.
5.2 AIRTEL shall make available to the CUSTOMER from time to time a coverage map indicating the Covered Area.
5.3 AIRTEL shall from time to time publish charges and tariffs applicable to the Services.
5.4 AIRTEL shall keep the CUSTOMER information and communications confidential subject to exceptions provided herein or as may be provided in any statutory law.

6. CHARGES

6.1 All charges and tariffs on the Services are subject to applicable taxes.
6.2 Subject to publishing a prior written notice, AIRTEL reserves the right to vary the charges and tariffs for the Services.
6.3 Where applicable, the charges shall be subject to foreign currency fluctuations.

7. SUSPENSION OF SERVICES

7.1 AIRTEL may at any time suspend the Services, in whole or in part and without liability under the following circumstances.

- **7.1.1** should AIRTEL be unable to provide the services, in whole or in part, whether due to force majeure or otherwise through no fault of its own; or
- **7.1.2** should a license or an agreement in terms of which AIRTEL derives its rights and ability to provide the Services, be suspended, cancelled or terminated; or
- **7.1.3** should such suspension of the service be necessary in order to facilitate any repairs, modification, maintenance, improvement or remedial works in respect of the system; or
- **7.1.4** should the CUSTOMER fail to comply with these terms and conditions; or
- **7.1.5** should the CUSTOMER use equipment that infringes or is alleged to infringe on the intellectual property rights of AIRTEL or any third party.

7.2 Should the services be suspended by reason of default of the CUSTOMER, the CUSTOMER shall be liable to AIRTEL for its then applicable connection charges, payable on cessation of the suspension.

8. PRIVACY STATEMENT

8.1 AIRTEL and all its associated companies are committed to respecting the privacy of the CUSTOMERS personal data. To demonstrate AIRTEL commitment, AIRTEL has created this Privacy Statement in order to communicate its intent to provide effective processes for the appropriate handling of private information and to comply with applicable legislation that governs the authentication, protection and disclosure of personal information.

8.2 AIRTEL has implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of the CUSTOMER personal information. AIRTEL shall update and refine these measures on an ongoing basis. AIRTEL assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond AIRTEL control.

8.3 For purposes of service delivery, AIRTEL may disclose the CUSTOMER's personal data to business partners engaged to perform services on its behalf, or upon the CUSTOMER's request, or where disclosure is mandated by law.

8.4 AIRTEL reserves the right to amend or modify this Privacy statement at any time in response to new privacy legislation.

8.5 Monitoring or recording of the CUSTOMER communications such as calls or SMS's may take place as required by law or for business purposes to the extent permitted by law,

9. GOVERNING LAW

9.1 These terms and conditions OF Service shall be governed by and construed in accordance with the Laws of United Republic of Tanzania.

10. MISCELLANEOUS

10.1 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

10.2 Failure by AIRTEL to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by AIRTEL in writing.

10.3 Where AIRTEL fails to provide the Services for a continuous period of twelve (12) hours for reasons beyond its control, it shall notify the CUSTOMER of the failure, causes of failure and estimated time for resumption of the Services. The notification may be done through television, radio, newspaper and any other reasonable means.

10.4 These terms and conditions constitute the sole agreement between the CUSTOMER and AIRTEL. Where a specific agreement has been signed between the CUSTOMER and AIRTEL which contain similar terms and conditions the provisions of such specific terms and conditions shall take precedent in the event of conflict or inconsistency.

10.5 In case of any conflict between these general terms and conditions and those governing particular Airtel products, terms and conditions applicable for particular Airtel products shall apply.