

TAIFA MOBILE LTD TERMS OF SERVICE

1. Offending material" means any content transmitted by the partner that is:

- In breach of any law, regulation or code of practice invoked by Taifa Mobile Ltd or industry regulator or any policy adopted with regard to the acceptable use of the services; or
- Abusive, indecent, defamatory, obscene, offensive or menacing (or that has the effect (as may be contemplated by a reasonable person) of causing the recipient to feel so harassed, abused or offended); or
- In breach of confidence, intellectual property rights, privacy or any right of a third party.
- Contain anything which is in breach of the law, or omit anything which the law requires. Furthermore, services and promotional material must not facilitate or encourage anything which is in any way unlawful.
- Contain material indicating violence, sadism or cruelty, or be of a repulsive or horrible nature.
- Involve the use of foul language.
- Be of a kind that are likely to be used to promote or facilitate immoral acts including prostitution.
- Be of a kind that is likely to mislead through inaccuracy, ambiguity, exaggeration, omission, or otherwise and it should be clear to the consumers when time-sensitive information was last updated.
- Results in any unreasonable invasion of privacy;
- Induce an unacceptable sense of fear or anxiety;
- Encourage or incite any person to engage in dangerous practices or to use harmful substances;
- Induce or promote tribal and /or racial disharmony;
- Cause grave or widespread offence;
- Debase, degrade or demean.
- Seek to take unfair advantage of any characteristic or circumstance which may make consumers vulnerable.
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2. Political messaging services

- The partner **shall not** under any circumstance launch or engage in any political messaging services on the network without the prior written consent of the mobile network

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- operator. The mobile network operator reserves the right in its sole discretion to reject requests for such services or to accept the same on terms.
- All political messaging services shall adhere to the law applicable and shall in addition be governed by the political messaging guidelines incorporated in schedule 4 (code of ethics) as may be published varied by mobile network operator from time to time.
 - It shall be the responsibility of the content service provider to carry out legal due diligence on the political parties or any individual sponsoring political messages.
 - The partner shall take full responsibility, legal or otherwise, of the political messages and shall fully indemnify taifa mobile ltd and the mobile network operator against any claims that may arise out of the same. In this regard, taifa mobile ltd reserves the right to require the partner to back this indemnity with a suitable security.
 - Any breach of this clause shall be considered a material breach of this agreement entitling taifa mobile ltd to terminate this agreement with immediate effect without prejudice to all other remedies it may have under this agreement, in law and equity.

3. Exclusion of liability

- The mobile network operator shall not incur any liability to the content service provider or any other person by reason of any failure on the part of the content service provider to honor any contract entered into with any third party including but not limited to its content providers, employees or other third party nor a failure to ensure compliance with any law including but not limited to any communication authority regulations.

4. Quality of the network and connection

although taifa mobile ltd and mobile network operator will use all reasonable endeavors to ensure consistent provision of the services through its network it cannot due to the nature of telecommunications services guarantee a fault free service.

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5. Generals terms of usage

The partner shall be responsible for ensuring that the content transmitted through the network and all associated marketing materials comply with the provisions of this agreement and all applicable laws and regulations and any code of ethics implemented by taifa mobile ltd and the mobile network operator from time to time. For the avoidance of doubt the provisions of this agreement will not in any way limit or qualify the content service provider's obligations under any applicable laws or regulations.

The partner shall ensure that the services and the content therein shall not be used:

- For the transmission of offending material;
- for the transmission of any message or communication which is illegal, unacceptable or calculated to annoy or injure any person or which is in contravention of the license issued to the mobile network operator or the content service provider by the communication authority or is contrary to the kenya communications act (or any subsequent amendments thereto) or any other law or statutory enactment in force at any time during the currency of this agreement;
- To convey to any subscribers any content, message or any transmission whatsoever that is in the sole and reasonable opinion of the mobile network operator and communications authority considered to be morally repugnant and/or pornographic and/or is prejudicial in any manner to taifa mobile ltd and mobile network operator business interests;
- For any purpose which is against public interest, public order or national harmony.

6. Customer service

The Taifa Mobile Ltd is responsible for procuring adequately trained personnel to provide efficient, courteous and correct customer support to the subscribers and partners. Taifa mobile ltd shall co-operate with mobile network operator and partner to resolve any complaints received from the subscribers.

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Taifa mobile ltd customer care line and emails are open to any complaints.

7. Data protection

The partner shall comply with any statutory requirements, regulator issued rules and regulations or any guidelines set out in the code of ethics relating to the collection, processing, storage and use of personal subscriber data collected in the course of the provision of the services.

The partner shall not use the personal data collected from the subscribers to send the subscribers any unsolicited messages.

The partner shall not transmit, copy, relay, communicate and/or sell in whole or in part any personal data to third parties.

The partner shall indemnify Taifa Mobile Ltd and the mobile network operator against all claims and or liabilities arising as a result of the content service provider's breach of this data protection clause.

The partner shall use all reasonable endeavours to ensure the privacy and confidentiality of subscriber and proprietary business information or secrets obtained in the course of its business from any person to whom it provides the licensed service/system by establishing and implementing reasonable procedures for maintaining confidentiality of such information.

8. Dispute resolution

This Contract and any dispute or claim arising out of or in connection with it shall be governed by and constructed in accordance with the laws of Kenya.

Any dispute concerning the validity, interpretations, performance and/or expiry of the Implementing Agreement shall be resolved amicably by the Parties within a period of one (1) month from the date the complaining Party gives notice of its grievances.

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If the dispute is not resolve within the time period specified above, either party shall refer it to mediation before and as a condition precedent to the initiation of any adjunctive action or proceedings, including arbitration.

If, during mediation, a party (“offering party”) makes a written offer of compromise to another party which is no accepted by the other party (“refusing party”) and the refusing party fails to obtain a more favourable judgement or award, the refusing shall pay the offering party all costs and expenses, including the advocate’s fees incurred from the time the offer is refused.

Both parties shall divide equally the mediation fees between themselves.

9. Governing law

The construction, validity and performance of this agreement shall be governed in all respects by the laws of Kenya