

Agent Details

Name of Company/Business	
Agency/Trading name (if different from the company name)	
Business Registration No	KRA Pin.....
Physical address	Telephone.....
Postal address code	Office line
County Town	E-Mail.....

Contact Details

Name of Contact Person	Telephone no.	Email
Name of Finance Contact	Telephone no.	Email
Name of Administrator	Telephone no.	Email
Official Mobile Number to access SasaPay services	Sign	

List of your existing agency services (mobile money and agency banking services)

- a) Provider Agent Number
- b) Provider Agent Number
- c) Provider Agent Number

Bank Details

Bank/Branch	Account No.	Account Name
Bank/Branch	Account No.	Account Name
Bank/Branch	Account No.	Account Name
Bank/Branch	Account No.	Account Name
Bank/Branch	Account No.	Account Name

(attach bank confirmation letter or a cancelled cheque for each bank)

For Sole Proprietors Only

Next of Kin Details

Name	ID Number	Relationship
Telephone/Mobile	Email	
Postal Address	Code	Town

Declaration

Signed on day of20..... Location

Authorised signatory name	Designation	Signature
2nd Signatory Name	Designation	Signature
3rd Signatory Name	Designation	Signature
4th Signatory Name	Designation	Signature

By signing this form, I accept the terms and conditions of SasaPay services

Company seal/Stamp Date

FOR OFFICIAL USE ONLY

Till/Agent Number Assigned	
Sales Rep No.	Signature
Account Manager	Signature

APPROVALS

R/C Rep	Signature	Date
---------------	-----------------	------------

Ops/Input Rep	Signature	Date
---------------------	-----------------	------------

Verify & Approve	Signature	Date
------------------------	-----------------	------------

Company seal/ Stamp Date

Form to be returned to Viewtech Limited, Viewpark Towers Nairobi, and email lipanasasapay@sasapay.co.ke

NOTE information provided in this form will be used to set up your SasaPay account

ViewTech reserves the right to accept or reject this request, terms and conditions apply

TERMS AND CONDITIONS

These terms and conditions shall apply to the SasaPay wallet account and contain the rights and obligations of SasaPay and Yourself as the customer (hereafter referred to as You) in relation to the use of the mobile wallet services, 'The service'. By subscribing to SasaPay services, you hereby confirm your consent to these terms and conditions. SasaPay may change or modify this Agreement at any time, with at least seven (7) days notification. Any changes made to the fees and commissions shall be communicated to the customer at least seven (7) days before they take effect upon approval by Central Bank of Kenya (CBK) through the company's website or other SasaPay's official electronic channels (Email: care@sasapay.co.ke Website: www.viewtech.co.ke). Such changes or modifications shall be made effective on the date of all Subscribers upon posting of the modified Agreement to ViewTech's website. You are fully responsible to read this document from time to time to ensure that your use of the Service remains in compliance with this Agreement.

1. Definition of terms:

Account holder: An individual holding a SasaPay account.
SasaPay Account: Virtual mobile wallet account through which SasaPay account holders can make payments transactions in and out of the wallet to purchase goods and services.
SasaPay App: The general SasaPay application that is used to offer SasaPay services available in both android and IOS version
USSD: Unstructured Supplementary Service Data System.
Pin: Personal Identification Number used to access the SasaPay Wallet.
SasaPay wallet: The holder of e-value equivalent to cash value.
Customer: Person in whose name the SasaPay wallet is held.
Third Party (es): means a party without direct involvement to this agreement but may or may not provide ancillary services to those in this agreement and could also mean companies associated with ViewTech limited that owns shares in ViewTech Limited or in which ViewTech limited has an equity stake

2. The service

- ViewTech Limited trading as SasaPay and hereafter referred to as SasaPay will provide the SasaPay services ("the service") to customers through the mobile phone registered with a third party mobile money service provider with which has configured and enabled for the provision to access the service.
- The service is only available to SasaPay wallet account holders. SasaPay however reserves the right to accept or decline any application for the service at its sole discretion. The service will only be provided through the infrastructures which, SasaPay at sole discretion may determine from time to time.
- Through this account you shall be able to Pay for goods and services, save your coins and have them redeemable in cash or services amongst other uses.
- Payment for goods and services through the account shall be on a real-time basis with real time financial transaction processing and real time reports that are accessible on web and mobile platforms for monitoring of account transactions and for reconciliation purposes.
- The customer agrees and undertakes to be bound by and to comply with all of the procedures as may be issued from time to time.
- The Customer undertakes to notify SasaPay, through the provided means, immediately of theft or loss of the mobile phone/ SIM card, any unauthorized access to the service discontinuation of the telephony service with the specified mobile service provider. SasaPay shall not be held liable for any losses resulting from the loss of the SIM card and /or mobile phone however caused.
- SasaPay shall not be held liable for the quality of the service of the mobile service provider and gives no warranty with respect to the quality of service by the mobile service provider.
- The Customer shall notify SasaPay of any changes in the mobile telephone number(s) address and any other information that may affect the ability to access the service. SasaPay will not be held liable for sending information to your mobile telephone number as contained in our records at any given time.

3. SasaPay Wallet Account

- Eligibility and Registration:** To be eligible to use SasaPay Services, you must be at least 18 years old.
- Account creation:** You shall be required to register for a SasaPay Account. You hereby confirm that you are the owner of the account you are creating. The following information must be provided to SasaPay before as you create your account: Name, Valid Identification Number and your telephone/Mobile Number and email address which is an optional requirement. The contact information provided shall be verified by SasaPay itself or through other government agencies including but not limited to Integrated population registration system (IPRS) and e-citizen/Business registry upon which your SasaPay account shall be opened upon authentication of the same. You hereby consent to this verification of your information. You shall also be required to provide details of your next of Kin. The customer's account shall be immediately activated immediately authentication is concluded.
- PIN Access:** SasaPay will provide You with a Personal Identification Number (PIN) for the service. The customer must exercise all due care and attention to ensure secrecy of the PIN and shall be solely responsible for its safety. The customer must also take all reasonable care to prevent any unauthorized or fraudulent use of the service. SasaPay will not be held liable for any losses arising from unauthorized use of your PIN.
- Topping up of SasaPay wallet Account:** SasaPay account holders shall make deposits or top up their account via mobile money, bank channels, through physical SasaPay agents, other mobile wallets and other methods as SasaPay shall advise from time to time. This shall be subject to the transactional limits set from time to time.
- Withdrawal from Account:** SasaPay account holders shall make withdrawals from their account via SasaPay agents
On the app: From the Dashboard, press the Withdraw button and a dialog at the bottom of the screen will appear with an input field where you enter the amount to withdraw after inputting the agent number; press withdraw button; enter your PIN. A confirmation pop up will appear, press okay and the amount withdrawn will automatically be credited to your SasaPay mobile money account.
On USSD (*626#): From the select PIN for sending information you will be asked to enter the amount to withdraw, the agent number, and then you will be prompted to enter your pin and then confirm the transaction. The amount will instantly be credited to your SasaPay mobile money account.
- Transfer to and from Account:** SasaPay account holders shall make transfers to and from their SasaPay account via third party mobile money providers, bank channels, and other methods as SasaPay shall advise from time to time.
To Bank: From the App Dashboard, press the Transfer button and a dialog at the bottom of the screen will appear, select Bank then a list of all your banks will appear. Select the bank account that you want to transfer to. Enter the amount then press transfer button. A confirmation pop up will appear, press okay and the amount transferred will automatically be credited to your BANK account.
To other third party mobile money providers: From the App Dashboard, press the Transfer button and a dialog at the bottom of the screen will appear, select mobile other, from the drop down select preferred mobile money service provider, enter the phone number, amount then click transfer. A confirmation pop up will appear, press okay and the amount transferred will automatically be credited to your third party mobile money service provider.
- Top Up:** SasaPay account holders shall make top up to their account via SasaPay agents, third party mobile money service providers, bank channels, and other methods as SasaPay shall advise from time to time.
On the app: From the Dashboard, press the top up button, select the third party mobile money provider, enter the amount to top up and the phone number. You will be redirected to your third-party mobile money provider to input the PIN and confirm. The amount deposited will automatically be credited to your SasaPay Mobile money account.
On USSD (*626#): On the SIM toolkit of your third party mobile money provider, select Pay Bill, enter 756 756 as the business number, enter your SasaPay number as your account number, the amount to deposit then enter your pin and send. Your SasaPay wallet will be automatically credited with the amount you deposited.

3.8. Send Money

On the app: From Dashboard, press the send money button and a dialog will appear at the bottom of the screen with a field to enter phone number. Enter the number and the amount then press send, a confirmation will appear with the name of the user to receive the money. If you are not registered, if user is not registered, Press okay and immediately the user will receive his/her money to their SasaPay wallet.
On the USSD (*626#): The process is similar to the app, just dial *626# then go the send money menu enter the phone number and then the amount, enter your pin and then confirm the transaction subject to the transactional limits as approved by the Central Bank of Kenya.

3.9. Trust: Any money deposited in your SasaPay e- account shall be held by duty

authorized Independent Trustee.

- Service Availability:** The service will only be available in geographical regions where the chosen mobile phone service provider(s) provide(s) SasaPay infrastructure & connectivity. The customer undertakes to keep your SIM card and mobile phone safe and must not leave the mobile phone unattended or permit any person access to the mobile phone in such a manner that it may be used to access the SasaPay mobile money service, whether with or without his/her consent.

4. Fees and charges

SasaPay reserves the right to charge a fee for the provision of the service and for the use of all or part of the service. Such fees shall be notified to the customer through SasaPay platforms, SasaPay's electronic channels and websites. The Customer will be liable to pay any fees levied for the use of the service, unless waiver of the same is communicated. By accepting these terms and conditions, the customer confirms acceptance to have applicable fees debited from their wallet account. These charges will be reflected in the wallet account statement. SasaPay reserves the right to terminate this service in the event of failure to pay the fees levied for the provision of the service. Any changes in the charges will take effect after the Central Bank of Kenya (CBK) approval and the new charges will be notified to the customers within Seven (7) days after obtaining the approval before they take effect, such communication will be made through SasaPay's official electronic communication channels, official Messaging platforms and SasaPay's official websites (email : care@sasapay.co.ke Website: www.viewtech.co.ke)

5. Intellectual Property

All the intellectual property rights in the services pursuant to these terms and conditions shall be the sole property of SasaPay. Any unauthorised service interruption on interference through your account shall lead to an automatic suspension.

6. Limitation of Liability

- The SasaPay mobile money e-wallet services are provided on an "as is" and "as available" basis. ViewTech and its associated companies make no representations or warranties, either expressed or implied, with respect to the Service, or any service or information provided through the Service.
- ViewTech is not responsible for any damages, injury or economic loss arising from the use of the content or Service provided.
- Save in the event of negligence, fraud or willful misconduct, No Party shall be liable for any direct or indirect, incidental, special or consequential damages, including loss of profits, revenue, data, or use incurred by the others as a result of failure or interruption of the services to be provided under this Contract.
- It is hereby agreed that the obligation to remit monies legally due and owing to the SasaPay Account holder shall not be affected by the provisions of this Clause. You as the Customer shall bear all risk and consequences of the inability to send or comply with any instruction sent using the service due to errors in transmission of his/her instructions.
- ViewTech shall not be held liable for the quality of the service of the third party mobile money service provider and gives no warranty with respect to the quality of service by the third party mobile money service provider or any other service disruption as a result of associated third party service providers
- ViewTech shall not be held liable where a SasaPay account holder and/ or merchant and/ or agent inputs incorrect details and the payment transaction is made to the wrong recipient; incorrect transaction details are received; the transaction is suspicious or fraudulent resulting in losses to third parties; unforeseen circumstances and/ or legal process or other encumbrances restrict and/ or prevent the transfer and/ or execution of the transaction despite reasonable precautions.

7. Force Majeure

- Neither Yourself nor SasaPay has responsibility or liability for any failure or delay in performance which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond its control and/or reasonable contemplation including, without limitation, any of the following: acts of God, all forms of civil commotion/ disorder, fire, flood, explosion, earthquake, revolution, blockade, embargo, and undersea cable outage.
- Failure of a Party to fulfill any of its obligations herein, shall not be deemed to be breach of, or default in, the performance of the Parties' contractual obligations herein in so far as such inability arises from an event of force majeure, provided that the Party so affected has taken all reasonable precautions, due care and reasonable alternative measures, all with an intention to executing its obligations herein. A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations herein with minimal delay. A Party affected by an occurrence of an event of force majeure shall notify the other Parties of such event as soon as is possible, but not later than seventy-two (72) hours following the first evidence of the nature and cause of such event, and shall promptly give notice to the other Parties upon the restoration of normal conditions. The Parties shall take all measures to minimize the consequences of any occurrence in force majeure.
- The Parties may extend the time within which any task and/or obligation herein may be done by their mutual consent or in the event of force majeure, for a period equal to the time during which such Party was unable to perform the objects of this Agreement as a result of force majeure.
- For the avoidance of any doubt, force majeure shall not include the following:
 - Any event which is caused by the negligence or intentional action of a Party, or its agents, personnel or employees;
 - Any event in which a diligent party could reasonably have been expected to take both into consideration at the same time of the conclusion of this Agreement and avoid, or overcome in the performance of its obligations herein; and
 - Insufficiency of funds or failure to make any payment required herein.

8. Termination

- SasaPay reserves the right to terminate this agreement where there is breach of these terms and condition.
- The grounds for termination of the Agreement may, inter alia, be based on the following:
 - Breach by any Party of any of the obligations contained herein.
 - Contract, collusive or coercive practices
 - Fraud
 - Misrepresentation
 - Mistake which for purposes of this contract means an erroneous belief, at account creation or upon carrying out transaction, that certain facts are true.
 - Insolvency/ bankruptcy
- Upon breach of any of the obligations under this Agreement, SasaPay shall automatically suspend your account pending investigations. Termination of your account may thereafter follow, following the outcome of the investigations. If capable of remedy, SasaPay shall have a period of five (5) working days within which to notify You of a period within which You must rectify the said breach (which period shall be agreeable to the You), failure of which the Agreement shall be terminated and Your account closed.
- Upon expiry or termination of this Agreement, all rights and obligations accruing to the Parties herein shall cease.
- You have the right to terminate your use of SasaPay services by closing your account. You may close your Account at any time by calling the customer service number at +254 797 000 333, +254 745 411 339 or send an email to care@sasapay.co.ke. You shall be required to withdraw or use up all amounts in your SasaPay account prior to closing your Account.
- Termination or closure of the account shall be subject to the following terms:
 - Such rights and obligations which may have accrued to either or all Parties prior to the date of expiry or termination.
 - Any right accruing to either Party by operation of law herein prescribed.
 - Rights and obligations relating to balances in a SasaPay account and not remitted to the relevant party.
 - The parties shall ensure that by the end of the notice period, all collections are remitted to the relevant owner and that all accounts held are reconciled.

9. Dispute Resolution

In the event that a dispute arises between the Parties relating to this Agreement, the Parties shall resolve such dispute amicably between them within 30 (thirty) days of either Party sending a written notification to the other Parties of the existence of such dispute. If the Parties fail to resolve the dispute amicably within thirty (30) days, any party may refer the dispute for Arbitration to the Chairman of the Chartered Institute of Arbitrators, Kenya Chapter. Such arbitration shall be conducted in Nairobi, Kenya in accordance with the Kenyan laws of Arbitration. The language of the Arbitration shall be English.

10. Privacy

- SasaPay may collect, retain, process, share and transfer your personal data when you create an account, use our services or visit our websites. SasaPay warrants that it complies with the Data Protection Act No. 24 of 2019 and in which regard it will:
 - Process the Data collected only to enable the services provided under this

- contract and in accordance with the:
 - Maintain appropriate technical and organizational measures to protect against unauthorized or unlawful processing of the Data and against accidental loss or destruction of, or damage to, the Data;
 - Collect the data only for the purpose it is intended to provide the services and not disclose the Data to any third party without the prior written consent of the Client.
- For purposes of our services we shall collect personal data including but not limited to your name, postal/emails and residential address/ financial records amongst others. We collect this information when you create an account with us or carry out a transaction on our platform. We may also collect personal data of persons to whom you may transfer money.
- We retain personal data to enable us provide and improve service quality, manage risk and fraud, as well as market and cross sell our services to you. You consent to marketing of our services. We may also use the information to provide specialized information purely geared to providing you with a good customer experience.
- We shall notify You without undue delay upon becoming aware of a Personal Data Breach affecting your account, providing sufficient information to allow you to meet any reporting obligations under the Data Protection Laws.
- We shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any third party who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- We shall promptly and in any event within five (5) business days of the date of cessation of any Services involving the Processing of Company Personal Data ("Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.

11. General Provisions

- Drafting:** The rule of construction that the Agreement shall be interpreted against the Party responsible for the drafting or preparation of the Agreement shall not apply.
- Dormant & Inactive Accounts:** A SasaPay wallet account shall be considered inactive where no transaction has been made on the account for a period of six months since the last transaction on the account. A transaction means any log into the account, deposit, withdrawal, balance inquiry check. Where an account becomes inactive and the owners cannot be traced, then SasaPay shall transfer the balance of the account to the Unclaimed Financial Assets Authority in accordance with the Unclaimed Financial Asset Act, 2011 and any other applicable legislation.
- Anti-Money Laundering:** Parties confirm that they shall comply with all laws relating to Know Your Customer and due diligence Guidelines as well as Anti-Money Laundering, combating financing of terrorism and economic crimes laws as stipulated in statutory law, regulations and guidelines as shall be issued by the various regulatory bodies. SasaPay has implemented various system enhancements that identification of suspicious transactions and activity on all SasaPay accounts. SasaPay shall have various due diligence requirements that a potential Account Holder shall have to meet to confirm the identity of the account holder. Customer Due Diligence shall mandate collection of certain identity details at registration upon which a risk classification shall occur. Account holders may be subjected to further due diligence requirements. Further to this, SasaPay accounts are subjected to durational screen checks based on the risk classification. Where an account holder's transaction raise suspicion, the account shall be temporarily suspended to mitigate losses or prevent criminal activity. Upon conclusion of investigation and criminal activity is confirmed, then SasaPay shall close the offending account and the activities shall be reported in compliance to the law. All suspicious activities shall be reported to the Central Bank and all final reporting institutions as required by law.
- Deceased persons account:** Death of an Account holder shall automatically terminate this agreement. Balances in a deceased person's account shall be transferred to the Successor or Manager upon production of letters of administration, a grant of probate or a court order authorizing the person to manage the estate or any other document as may be prescribed by law.
- No Warranty:** SasaPay services are provided "as is" and without any representation of warranty, whether express, implied or statutory. SasaPay our affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of SasaPay, specifically disclaim any implied warranties of title, fitness for a particular purpose and non-infringement. SasaPay does not have any control over the products or services that are paid for with the SasaPay services and SasaPay cannot ensure that a Seller/ Supplier/ Service Provider you are dealing with will actually complete the transaction or is authorized to do so or shall supply the goods or service. SasaPay does not guarantee continuous, uninterrupted or secure access to any part of the SasaPay Services, and operation of our site may be interfered with by numerous factors outside of our control. Whenever you experience any issue, kindly contact our Customer Service Centers for assistance. The prices for the various products and services offered by our Agents are specified on the Website and are subject to change. It shall be your absolute duty to confirm details of the products you wish to pay for.

The Central Bank shall have full and unfettered discretion over the services including the right to terminate this agreement.

You shall not assign, in whole or in part, its obligations to perform under this Contract. SasaPay may assign this agreement subject to prior written approval of the Central Bank of Kenya.

We/I on behalf of name of company/business hereby acknowledge that we/I have read, understood and agree to the terms of this document relating to SasaPay services

Name (who warrants that he/she is duly authorised thereto)

Signature

Date

