



## CONDITIONS FOR USE OF THE NURUNET SERVICES

The following terms and conditions apply to NuruTalk Service (“**the Service**”) and by participating in the Service you will be deemed to have read, understood and accepted the same:

### 1. The Service

Eligible subscribers will have an opportunity to access NuruTalk which they can use for both on-net and off-net VOIP calls and SMS.

### 2. ACCEPTANCE AND COMMENCEMENT OF CONDITIONS OF USE

You are deemed to have accepted these Conditions of Use as amended from time to time and which take effect: -

- a. Upon the initial installation of the Application; or
- b. Upon the Re-charge of your account at any time with any amount using the payment methods (M-PESA, PayPal) or using any other approved means of Re-charge; or
- c. Upon your use of our Services.

### 3. PAYMENTS

- a. You must ensure that you have sufficient credit so as to access the Services, as we shall not be liable to you in any manner in the event that you are denied access to the Services due to insufficient credit with us;
- b. The Tariffs are subject to change without prior notice. Unless otherwise provided therein, all Tariffs listed therein include Value Added Tax and other applicable levies.

### 4. SUSPENSION AND DISCONNECTION OF THE SERVICES

a) We may suspend (bar), restrict or terminate the provision of the Services (in whole or in part) without informing you and without any liability whatsoever (although, we will, where possible, try to inform you that such action is or may be taken) under the following circumstances: -

- i. If we are aware or have reason to believe that your number is being used in an unauthorized, unlawful, or fraudulent manner.
- ii. If you do not comply with any of the conditions relating to any part of the Services;
- iii. If we believe you are making calls or SMS which is classified in our sole opinion as being illegal, a nuisance, abusive, a hoax, menacing or indecent or is an offence that is deemed to be one in existing enacted legislation (including any calls or messages relayed to our customer service operators);
- iv. If we are aware or have reason to believe that you have Re-charged (or have attempted to Re-charge) your account by using any fraudulent or illegal means,



over and above any other remedies we may have, we may also bar the number so that it is no longer available for use or Re-charge with any electronic facility.

- v. If you notify us that your phone has been lost or stolen;

b) "Expiry" occurs when your account has consecutively been inactive for one hundred and eighty (180) days without recharge and/or use. After the Expiry of your account, we will reserve the right to deactivate and recycle the number and make it available for sale to another customer, without further liability to you.

## 5. How to Use the Service

- a. To access the service, customers will download NuruTalk app from Play-Store/App Store and register. Only customers who submit details can be verified via the Government of Kenya's Integrated Population Registration System (IPRS) shall be granted access.
- b. Customers will receive communication from NuruNet via SMS and email at the start of the Service.
- c. You may purchase credit from MPESA or PayPal for use with the service.
- d. The validity of the credit will be unlimited from the time of purchase and will be displayed to the customer on the App upon Top-up/recharge. The credit is deemed valid as long as the customer is in "active" status.
- e. Customer is deemed inactive if he/she does not use the service for one hundred and eighty (180) days consecutively.

## 6. General Terms

- a. The credit will be used on both on-net and off-net voice calls and SMS.
- b. You will not be able to share or transfer the credit to another number.
- c. You will not be able to use the credit to purchase any other subscription services or use to settle other bills and/or utilities.

## 7. Other Terms

- a. All other applicable rates for use of other NuruNet services remain unchanged.
- b. NuruNet reserves the right to amend or vary these terms and will be effective immediately or as at the date referred in such notifications.

## 8. AMENDMENT OF THESE TERMS

NuruNet reserves the right to amend or vary these Terms and Conditions or to withdraw this Pre-Pay Service at any time. Any update or amendment to these Terms and Conditions including privacy terms will be available on the NuruNet website, [www.nurunet.co.ke](http://www.nurunet.co.ke) and will take effect from the date of notification of the update or amendment.