

## **KQ SAFARI DATA TERMS & CONDITIONS**

We are committed to providing all our valued customers with products and services that are of an exceptional quality and adhere to the highest of standards. For more information on this, please see our full exchanges and refunds procedure below

### **1. Introduction**

1.1. Roambuddy.world Limited is a company registered in England and Wales with company registration number 13938263 has its registered office at Office 2632, 182-184 High Street North, East Ham, London, E6 2JA, UK ("Roambuddy").

1.2. Kenya Airways Plc is a company registered in the Republic of Kenya with company registration number 28/2005 and has its registered office at Kenya Airways Headquarters and Base, Airport North Road, Embakasi, P .O. Box 19002 – 00501, Nairobi ("KQ")

1.3. Roambuddy and KQ are hereinafter jointly referred to as ("we", "us", or "our").

1.4. Roambuddy in conjunction with KQ operates the **[www.kqsafaridata.com](http://www.kqsafaridata.com)** platform ("KQdataroaming"), the service where you can purchase low-cost data roaming plans for eSIM compatible devices. Your use of kqsafaridata.com and the KQ Data Roaming portal or any service and/or any transactions, orders or interactions that you have with us (collectively referred to as our "Services") are subject to the terms and conditions set out below (these "Terms"). Please read these Terms and Conditions carefully and ensure that you understand them correctly. If you do not agree to be bound by these Terms, or any subsequent modification, do not access, browse or otherwise use the Services.

1.5. These Terms take effect on their date of publication.

1.6. You understand, acknowledge and agree that these Terms constitute a legally binding agreement between you and us and by accessing, browsing and/or using the Services in any way, you acknowledge that you have read and agree to be bound by these Terms unconditionally.

1.7. These Terms contain provisions which limit our exposure to legal liability and make you responsible for a variety of acts. Some of these provisions do have the effect of limiting your rights in law and conferring obligations on you by virtue of your agreement to these Terms and are highlighted for your attention under these Terms. Important clauses, which may limit our responsibility or involve some risk for you are reflected in BOLD. You must pay special attention to these clauses. Nothing in these Terms is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created in terms of any applicable law.

1.8. If there is any provision in these Terms that you do not understand, it is your responsibility to ask us to explain it to you before you use, browse or enjoy any of the Services.

1.9. If you have any comments or queries relating to any aspect of the Services, please contact us using the communication channels set out at the end of these Terms in clause 19.

## **2. Purchasing from [www.kqsafaridata.com](http://www.kqsafaridata.com) online store**

2.1. To initiate a purchase request for an eSIM with a data roaming plan on the platform, simply place an order at our website [www.kqsafaridata.com](http://www.kqsafaridata.com). New customers must register to purchase and existing customers will be able to login and purchase new plans or reload on their current data roaming plan

2.2. For the purposes of these Terms, a request to purchase a data plan is initiated by you which, if accepted by us, becomes a legally binding agreement between you and us.

2.3. No request shall be deemed to be accepted by us unless the payment has been effected in full, with cleared funds having been received by us in terms of your preferred method of payment. We reserve the right to decline or reject any request at our sole and exclusive discretion.

2.4. You are responsible for accurately selecting the data roaming plans you purchase once you've confirmed that your device is eSIM compatible and ready to install an eSIM with a data roaming plan.

2.5. Online requests for the eSIM with Data Roaming plans are limited to one (1) per purchase only. All our data roaming plans are sold for personal use only and not for resale.

2.6. The eSIM Data Roaming plans are available online anytime before you take your flight or once you land at your destination.

2.7 We shall use reasonable endeavors to provide Customer quality service. However, Roambuddy does not guarantee that the service will not be interrupted, provided on time, and be safe or fault-free.

2.8 The Customer is responsible for ensuring that their device is eSIM compatible and networkunlocked. Device compatibility may depend on the carrier and country of origin, the Customer must check the list of eSIM-compatible devices provided at the checkout. By checking the box that confirms that the Customer's device is eSIM

compatible, the Customer is then held responsible for the accuracy of the information they provide. The eSIM compatibility list is not exhaustive, meaning newly announced eSIM-compatible devices may still need to be added.

2.9 The service contract between Roambuddy and the Customer begins upon completing the order at the [kqsafaridata.com](http://kqsafaridata.com) website. The Activation of the eSIM and acknowledgment of the Activation Policy is the Customer's responsibility. The contract will be terminated if the Customer does not have an active data package or has deleted the eSIM from the target device.

### **3. Product availability and descriptions**

3.1. We take great care in ensuring that all product information and pricing in respect of products and items featured on the Services are accurate. However, our products are continually updated and the images, specifications and prices are subject to periodic change

3.2. All products are subject to availability. In the event that your chosen data roaming plans are not available, you will not be able to purchase the plan and we will notify you accordingly. If we have already processed your payment, you may choose either a full refund or to receive the plans when they become available again unless they are not going to come back into stock, in which case, only a refund will be available.

3.3. If your purchased plans are not delivered online or your order is incomplete then please contact us using the methods shown below in our exchanges and returns section in clause 7 below.

### **4. Errors and omissions**

We make every effort to ensure that our pricing and product descriptions are accurate. Any typographical, clerical or other error or omission on the Services shall be subject to correction without any liability to us.

### **5. Pricing information**

5.1. Notwithstanding clause 3.3, the price of the products will be the price set out on the [www.kqsafaridata.com](http://www.kqsafaridata.com) website (or such price as otherwise notified to you in accordance with these Terms).

5.2. We reserve the right to change the prices displayed on the [www.kqsafaridata.com](http://www.kqsafaridata.com) website at any time.

5.3. Prices for products on the website are shown in US Dollars ("US\$") and, where applicable, are inclusive of value-added tax ("VAT").

5.4. Card payments will appear on your payment card statement as "Roambuddy". Transactions will be effected in US Dollars ("US\$") and may be converted by your card issuer or mobile money provider into your home currency. We have no control over the rate of exchange used by your card issuer or mobile money provider nor do we have any influence on any transaction fee which may be applied by your card issuer in relation to a purchase. Accordingly, you hereby indemnify and hold us harmless against any and all fees, costs, charges and/or losses that may be incurred by you pursuant to a purchase.

## **6. Card payments**

6.1. Acceptable payment channels include:

- payment by credit card or debit card; or
- mobile money payment methods

6.2 STRIPE Payment Gateway details include the following;

6.2.1 Detailed description of data plans Roambuddy is an eSIM data roaming marketplace business that provides low cost data roaming plans for eSIM compatible devices.

6.2.2 Order Information Once payment is made, we fulfill the order electronically on the site as well as email you the order info that will contain the QR code to install the eSIM digitally.

6.2.3 Product Availability The offering on this website is available to all Kenya Airways clients globally.

6.2.4 Return and Refunds policy The provision of data plans by Roambuddy is subject to availability. In cases of unavailability, Roambuddy will refund the client in full within 14 days or earlier if possible. Cancellation of any order by the client will attract a possible administration fee. Please refer to Section 7 (Returns & cancellation for further information).

6.2.5 Customer Privacy policy Roambuddy shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Freedom of Information (Fol).

6.2.6. Payment options accepted Payment may be made via Visa and MasterCard or Mobile Money.

6.2.7 Card acquiring and security Card transactions will be acquired for Roambuddy by the various payment processing companies for card processing as well as Mobile

money processing. All our PSPs use the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no payment information is stored on the website.

6.2.8 Customer details separate from card details Customer details will be stored by Roambuddy separately from card details which are entered by the client on the payment service providers we use depending on the payment channel.

6.2.9 Transaction currency Transaction currency is US Dollars although if payments are being made using Mobile Money then the price will be shown in the local currency and converted from USD to local currency.

6.2.10 Responsibility Roambuddy takes responsibility for all aspects relating to the transaction including sale of the data plans sold on the website, customer service and support, dispute resolution and delivery of goods.

6.2.11 Country of domicile This website is governed by global eCommerce laws. Roambuddy chooses, as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, Office 2632, 182-184 High Street North, East Ham, London, E6 2JA, UK.

6.2.12 Variation Roambuddy, in its sole discretion, change this agreement or any part thereof at any time without notice.

6.2.13 Company information This website is run by Roambuddy.

6.2.14 Roambuddy. contact details Company Physical Address: Office 2632, 182-184 High Street North, East Ham, London, E6 2JA, UK. email: [customer.relations@kenya-airways.com](mailto:customer.relations@kenya-airways.com) Telephone: +254 734 104747 or +254 711 024747

## **7. Refund / Cancellations / Modifications**

7.1. The Customer has the right to ask for a refund or eSIM-replacement if the eSIM cannot be installed and used due to a technical problem from [kqsafaridata.com](http://kqsafaridata.com).

7.2. A refund request can be made within thirty (30) days from the date of purchase when the activation is no longer possible following extensive collaborative troubleshooting.

7.3. Cooperation with the Customer to resolve the issue promptly is required for a refund to be granted.

7.4. Each data package has its own validity period. No refund of any form will be offered for the remaining data when the validity period expires.

7.5. No refund or remuneration of any kind will be issued due to charges from alternate phones, alternate SIM cards, alternate providers, hotel phones, or other charges that are not directly linked to the Customer's KQ Data Roaming eSIM account.

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7.7 Fraudulent purchases: Roambuddy reserves the right to refuse any form of refund if there is evidence of abuse, violation of our Terms and Conditions, or any fraudulent activity connected with using Roambuddy products and services.

7.8 Accidental purchases: Once Customers install the eSIM, it will be considered used. No refunds will be offered.

7.9 Incorrect charges: If the Customer reasonably and in good faith disputes an invoice or part of it, the Customer shall notify Roambuddy of such a dispute within twelve (12) days of receipt of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much the Customer considers due.

## **8. Limitation of liability**

8.1. Subject to clause 8.2 and to the fullest extent permitted by law, we shall not be liable for any loss or damage, whether by contract, negligence or otherwise, where the loss or damage is an indirect result of any breach of a legal duty of care owed to you by us. To the fullest extent allowed by law, if any of the limitations or exclusions of our liability in these Terms are held by any competent court, arbitrator or authority to be invalid or unenforceable, in no event will our total cumulative liability to you exceed the amounts paid by you to us in respect of the cause of action under which your applicable claim arose.

8.2. We have the right to suspend or cancel our obligations (without liability to you) in whole or in part if we are delayed or prevented from carrying on our business or any of our obligations under these Terms arising out of circumstances beyond our reasonable control.

8.3. You hereby indemnify us against any loss, liability, expense, claim, penalty or damage ("loss"), whether direct, indirect, special or consequential, arising from a breach of a warranty which you gave to us herein.

8.4. No third party (apart from any entity within the KQ group of companies, who shall have such benefit and right) shall have the benefit of or the right to enforce these Terms under the applicable law.

8.5. These Terms set out the entire agreement and understanding between you and us in connection with the sale of the products. You agree that you have not entered into this agreement in reliance of any representation made by us or on our behalf except insofar as contained in these Terms. To the extent possible, implied terms under the Sale of Goods Act are excluded from these Terms.

8.6 Roambuddy is not responsible for detriments arising due to the proposed service not being constantly available. Roambuddy provides no guarantee of constant availability of the network service.

## **9. Warranties**

9.1. You hereby warrant that you –

9.1.1. have full representational and contractual capacity and no court has declared you mentally unfit;

9.1.2. have given us the correct information; and

9.1.3. will update all the information provided to us regularly.

9.2. You further agree that you will not use the Services to do any of the following –

9.2.1. run, rent, lease, loan, or sell access to the Services;

9.2.2. decompile or reverse engineer or attempt to access the source code of the software underlying the Services;

9.2.3. copy, archive, store, reproduce, rearrange, modify, adapt, download, upload, create derivative works from, display, perform, publish, distribute, redistribute or disseminate any of our intellectual property;

9.2.4. abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other customers;

9.2.5. post a review or rating unless such review or rating contains your independent, honest, genuine opinion;

9.2.6. use the Services for any purpose or in any manner that is in violation of national, or international law;

9.2.7. publish, post, upload, distribute or disseminate any profane, defamatory, false, misleading, fraudulent, incitory, threatening or unlawful materials or information;

9.2.8. restrict or inhibit any other customer from using and enjoying the Services;

9.2.9. imply or state that any statements you make are endorsed by us, without our prior written consent;

9.2.10. reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the Services, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Services in any manner, or attempt to do any of the foregoing;

9.2.11. remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us; or

9.2.12. mirror or archive any part of the Services or any content or material contained in the Services without our written permission.

## **10. Offers, Promotions and Newsletters**

10.1. A discount offer provided by us cannot be used in conjunction with any other promotion and/or offer that we may be providing from time to time.

10.2. In the event that you have purchased a product that has been offered during a promotional period and require a replacement of such a product for any reason, such a replacement product will only be of the same type, value and quantity as the product purchased during the promotional period. Should a replacement product not be available for any reason whatsoever, a full refund will be provided by us in accordance with these Terms.

10.3. Any plan bought during a promotional period will be delivered immediately online.

## **11. Governing law and jurisdiction**

These Terms and Conditions shall be subject to the laws of Kenya and the parties agree and hereby assent to the exclusive jurisdiction of the relevant courts within of Kenya.

## **12. Privacy and data protection**

When you place an order on the Services, we may record and/or process your personal data for the purposes of concluding the transaction and for other related purposes as communicated to you in our privacy policy. Our privacy policy forms part of these Terms and you must ensure that you have familiarised yourself with the provisions of same before using or browsing any of the Services. Your personal data will be used principally to provide you with the products purchased and for the enhancement of our Services to you. Our privacy policy also provides information relating to accessing,

requesting and deleting a record of your personal data and includes the contact information of our privacy officer. You may alternatively email [privacy@kqsafaridata.com](mailto:privacy@kqsafaridata.com) for more information.

### **13. Variation**

We reserve the right to vary, amend or change these Terms at any time and for any purpose we deem necessary. We may do this by posting the updated terms and conditions on the [www.kqsafaridata.com](http://www.kqsafaridata.com) platform. In the event that you proceed to use the Services after such notification has been posted via the [www.kqsafaridata.com](http://www.kqsafaridata.com) platform, you agree that you will be deemed to have accepted the amended terms and conditions. It is your responsibility to review these Terms regularly and to ensure that you agree with any amendments to these terms. If you do not agree with any amendments to these Terms, you may no longer use the Services.

### **14. General**

14.1. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms to any third party.

14.2. If any provision contained in these Terms is declared invalid, the remaining provisions herein will remain in full force and effect.

14.3. Any failure on your or our part to enforce any right in terms hereof shall not constitute a waiver of that right.

14.4. Any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro-nonscripto (as if it were not written) and severed from these Terms, without invalidating the remaining provisions of these Terms.

### **15. Set-off**

You must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding.

### **16. Our contact information**

If you wish to complain or to reach us for any other reason, please contact our customer care services using the details below: Email Support: [customer.relations@kenya-airways.com](mailto:customer.relations@kenya-airways.com) Support Times: Monday to Friday: 24 hours Except public holidays. Please note that our offices are closed from 13:00 on Christmas Eve and New Year`s Eve. Last updated: September 2023 Roambuddy trading as Roambuddy