

TERMS AND CONDITIONS FOR USE OF THE FAMILY CONNECT SERVICE

1. Scope

- 1.1. These terms and conditions ("**Terms and Conditions**") govern your use of the Family Connect Service (**the "Service"**). By participating in the Service, you will be deemed to have read, understood, and accepted the Terms and Conditions.
- 1.2. As used in these Terms and Conditions, the terms "Prepay Customer" and "Postpay Customer" shall have the meanings ascribed to them in the terms and conditions for use of the Safaricom Prepay and Post-Pay services.

2. The Service

- 2.1. This Service allows subscribers (**the Sponsor**) to buy a monthly Calls & SMS Talktime units which they can share with a set other Subscribers (**the "Beneficiaries"**) who are also on Safaricom network by setting individualized limits per beneficiary to use on Calls and SMS. Once added by (**the "Sponsoring Subscriber"**), the Beneficiaries will be able to make calls and SMS from the bundle up to the set limit threshold set by the Sponsor.
- 2.2. Subscribers within the closed user group shall also benefit from preferential call and SMS rates.
- 2.3. Subscribers within the closed user group shall utilize the voice and sms resources (**the "Resources"**) within the Family Connect package subject to the maximum limit of Resources within the Family Connect package.
- 2.4. The pricing for the Family Connect packages shall depend on the value of the bundle selected as listed in clause 5(3) below. The Sponsoring Subscriber will also be able to set spending limits for each of the Beneficiaries.

3. Eligibility

This Service is open to all Safaricom Individual Prepay and PostPay Subscribers.

4. Service Launch Date

The Service was launched on 26th June 2023 and amended on **1st June 2024**.

5. How to participate in the Service

- 5.1. You may access the Service via USSD (by dialing *444# or *544#), MySafaricom App and via the Safaricom web portal.
- 5.2. Upon accessing the Service, you will be presented with the Family Connect package options to choose from as listed in clause 5 (3) below.
- 5.3. You will be awarded Talktime units that can be used for calls and SMS as per the table below and the units will be equivalent to one talk time unit = one Kshs for billing purposes.

Price	Talktime Units	Maximum number of Beneficiaries	Validity
KES 500	1,000	2	30 Days
KES 1000	2,500	3	30 Days
KES 2000	6,000	4	30 Days
KES 3000	10,000	6	30 Days

- 5.4. You and your beneficiaries will be charged as per the prevailing out of bundle calls and SMS rates when utilizing the Talktime units from any of the Family Connect packages.

6. Other terms of the Service

- 6.1. The Family Connect packages are valid for a period of thirty (30) days.
- 6.2. You may add a specific number of subscribers to enjoy Family Connect package as indicated on clause 5 (3).
- 6.3. Sponsors can add or remove beneficiaries at any given time after purchase of the bundle as long as the maximum number of beneficiaries per package is maintained as per clause 5 (3) above.
- 6.4. Upon the lapse of the validity period, the resources will not roll over.
- 6.5. The Sponsoring Subscriber will only be charged from their airtime, Okoa Jahazi airtime or M-pesa at the time of purchasing the bundle.
- 6.6. The users within the package may use the resources for both local on-net and off-net calls, SMS.
- 6.7. Units from Family connect packages will be consumed at the normal out of bundle call & SMS rates as published by Safaricom from time to time.
- 6.8. Users will however not be able to use this package for internation or roaming calls or SMS.
- 6.9. The bundle cannot be used for browsing the internet (data sessions) or premium rates services.
- 6.10. A Sponsoring Subscriber may buy new bundles or upgrade the data bundles within the month.
- 6.11. Upon exhaustion of the limit under the Family Connect package, subscribers within the closed user group will be charged from their airtime or Okoa Jahazi accounts at the normal out of bundle call & SMS rates published by Safaricom from time to time.
- 6.12. Priority of usage will be as follows: free resources, shorter validity then Family Connect package.
- 6.13. The Family Connect service shall not be available to roaming subscribers who will be charged at the applicable roaming charges available on www.safaricom.co.ke.

7. General Terms of usage

- 7.1. A subscriber within the closed user group may not transfer (Sambaza) Family Connect to other subscribers.
- 7.2. The Sponsoring Subscriber cannot use the Family Connect resources / airtime to purchase other resources.
- 7.3. Upon purchase, the Sponsoring Subscriber will earn Bonga Points as indicated in the published terms and conditions of the Safaricom Bonga Points Program.
- 7.4. Purchase of the bundle by the Sponsoring Subscriber will be considered as a spend for accumulation of storo bonus targets.
- 7.5. Safaricom resources are not for re-sale. You therefore will not resell the product purchased from Safaricom without its consent. Safaricom reserves the right to withdraw this product from you if you breach these terms.

8. Privacy

8.1. Definition

"**Personal Information**" means personal identifiable information as prescribed in the Data Protection Act, 2019 which includes but is not limited to name, address, phone number, identification number, location data.

8.2. Collection

We are required by law to collect certain personal information and are legally obligated to deny you the service if such information is not availed.

Apart from the legal obligation mentioned above, we also need to collect your Personal Information for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

8.3. Privacy

We are committed to respecting and protecting the privacy of the information we collect from you. Our privacy

statement, as updated from time to time, explains how we treat your personal information, who we share your information with and measures taken protect your privacy when you use our Service. This can be found on Safaricom Data Privacy Statement. If unable to access the link or our website, please reach us on any of our customer care channels to receive a copy.

8.4. *Minors*

When registering a minor as a Safaricom Subscriber, a person with parental authority shall open and maintain an account in their name for and on behalf of the minor. For purposes of these Terms and Conditions, a person with parental authority shall include the birth parents of a minor, legal guardian or other person who can demonstrate legitimate authority over the minor's affairs.

9. Extension and Amendment of these Terms

- 9.1. Save as modified above, these Terms and Conditions are supplemental to and subject to the published Safaricom PrePay and PostPay Service Terms and Conditions and other Services that you may be using.
- 9.2. Safaricom reserves the right to amend or vary these Terms and Conditions or to withdraw this Service at any time. In any of these events, notice will be given via media advertisements and will be effective immediately or as at the date referred to in such notifications.
- 9.3. Any update or amendment to these Terms and Conditions including privacy terms will be available on the Safaricom website - www.safaricom.co.ke and will take effect from the date of notification of the update or amendment.
- 9.4. These Terms and Conditions are available on www.safaricom.co.ke.