

TERMS AND CONDITIONS FOR THE SAFARICOM OKOA JAHAZI SERVICE

The following terms and conditions apply to the Safaricom Okoa Jahazi Service ("**the Service**") and by participating in the Service you will be deemed to have read, understood and accepted the same: -

1. The Service

- (a) The Okoa Jahazi Service allows Safaricom Subscribers who meet the eligibility criteria set out in clause 2 below to request an advance airtime (the "Airtime Advance") or bundle in predefined denominations of Ksh 5, 10/-, 20/-, 50/-, 100/-, 250/-, 500/- and 1,000/- or in any flexible amount (Flexible Okoa denominations).
- (b) For providing the Service to you, Safaricom will charge a service fee of 10% on each request for the advanced airtime. This means that you will receive the requested Okoa Jahazi amount less the applicable service fee.
- (c) The Okoa Jahazi amount received will be credited to your respective resources account, while an amount equivalent to the service fee (as stated in clause 1(b) above) will be credited into a separate Talktime account.

2. Eligibility

In order to qualify for this Service:

- (a) You must be a Safaricom Subscriber who has been active on the Safaricom Network.
- (b) The maximum amount requested will be based on your historical airtime spent within the network.

3. Effective Date

The Service was launched on 7th April 2006 ("Service Date") and amended on 17th May 2024.

4. How to Request for the Service

(a) In order to request for the Airtime Advance or any other Okoa Jahazi bundle, you will be required to dial *131# or My Safaricom App or any other channel that may be communicated to you and select the amount or bundle you wish to borrow. You will then receive a confirmation SMS message from Safaricom indicating that your advance resources have been credited to your account.

- (b) Upon successful request, the resources will be credited into your Okoa Jahazi resources accounts and will have priority over normal airtime.
- (c) Requests for Okoa Jahazi service once made cannot be cancelled.
- (d) You can request for Okoa Jahazi service any day provided you are eligible as per clause two (2) above.
- (e) You can track your Okoa Jahazi usage by dialling *144*4#, *131*0#, sending an SMS to 144 or through MySafaricomApp.

4. Repayment of the Okoa Jahazi

- (a) The following top up methods will be valid for the purpose of repaying your Okoa Jahazi: Scratch cards, PrePay Roaming Top-up (PPRTU) using partner networks scratch cards in Tanzania, Uganda and Rwanda), M-PESA, 3rd party top-up, Sambaza, Pin less Top-up (Bamba Poa), Bonga, Direct Bank Top-up or any other Airtime top-up that may be introduced in the future.
- (b) The Airtime Advance will be deducted from your subsequent top up(s) until fully recovered. You will be required to repay the Airtime Advance within a period of 120 hours from when the Okoa Jahazi amount was credited to your account. If you do not repay the Airtime Advance within the said period, you will not be entitled to utilise the Okoa Jahazi Service until the outstanding Okoa Jahazi is fully paid. Additionally, any unpaid amount after the above-mentioned period (120 hours) can be recovered from your existing resources accounts. This includes, Airtime, Minutes or Bonga. This will however not affect your right to access other Safaricom services provided you are compliant with the terms and conditions of that service or unless otherwise communicated by Safaricom.
- (c) If you have an outstanding advance airtime for more than a week, you will be sent payment reminders.

5. Other Terms and Conditions

- (a) The Okoa Jahazi amount can be used to make both On-net and Off-net voice calls and SMS, to purchase voice, data and SMS bundles, Premium Rated Services, Value Added Services (VAS) such as Skiza and music, international calls and international SMS and to pay for Safaricom Home Fibre Service, PostPay as well as other digital content including games and videos.
- (b) You will be able to Okoa Jahazi for another Safaricom subscriber. Safaricom shall not be liable for any injury, loss, or damage, whether foreseen or unforeseen resulting from any failure, interruption, delay, suspension, or restriction in providing the Okoa Jahazi Service howsoever arising.

- (c) From time to time, Safaricom will run bonus on recharge campaigns to customers with outstanding advance airtime exceeding 30 days to encourage recharge.
- (d) The Service fee consideration for providing the service (as set in clause 1 (b) above), shall be subject to a minimum amount of 50 Cents. Safaricom reserves the right to withdraw the Airtime Advance from any subscriber at any time and to vary or amend any element of the Airtime Advance any time without further notice.

6. Privacy

i. Definition

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

ii. Collection of information

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.

iii. 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 <u>Safaricom</u> <u>Data Privacy Statement</u>. If unable to access the link or our website, please reach us on any of our customer care channels to receive a copy.

iv. 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.

7. Extension of Terms

(a) Save as modified above, these Terms and Conditions are supplemental to and subject to the published Safaricom Okoa Bundles Service, the Safaricom Prepay Terms and Conditions, Safaricom Terms of Use and other terms applicable to other services that you may be using.

- (b) Safaricom reserves the right to amend or vary these terms and conditions or to withdraw the Service at any time. In any of these events, notice will be given via SMS to the eligible subscribers and will be effective immediately or as at the date referred in such notifications.
- (c) These Terms and Conditions are available at <u>www.safaricom.co.ke</u>.