



SAFARICOM OKOA CALLS & SMS BUNDLES SERVICE TERMS AND CONDITIONS

The following terms and conditions apply to the Safaricom Okoa Calls & SMS Bundles Service ("Okoa Calls & SMS Bundles") and by using the service, you will be deemed to have read, understood and accepted the same:

1. The Service

(a) The Okoa Calls & SMS Bundles Service allows Safaricom PrePay subscribers who meet the eligibility criteria set out in clause (2) below to request an advance of Minutes & SMS Bundles using the Safaricom Okoa Jahazi service (the "Credit Advance").

2. Eligibility

- (a) The Service is open to all Safaricom PrePay subscribers apart from Prepay subscribers who are roaming.
- (b) In order to access the service:
 - i. The amount requested will be based on historical airtime spend on your network prior to the date of the request for the Credit Advance.
 - ii. You must have an active line meaning your line has not gone into expiry due to a failure to top up over a period of 180 days or any other such days as maybe communicated by Safaricom from time to time.
- 3. Your mobile number must have been active on Safaricom network.
- 4. Launch of Service The Service will commence at 0000 hours from 18th February 2022.

5. How to Use the Service

The Service can be accessed in the following ways:

(a) USSD:

- (i) Dial *456#, *444#, *131# or from your MySafaricom App and web.
- (ii) You will be presented with the Bundle options available for you which you will get credit advance on (Okoa);
- (iii) Select your preferred Bundles and you will receive the following message upon

successful request:

"Request successful. You have received *** Minutes and *** SMS valid for 24hrs. Your Okoa credit is *** KSH to be paid before ***Date"

5. Bundles options available

There will be four (4) options available for eligible subscribers as indicated in the table below, which you will be able to access with your Okoa Jahazi credit limit.

Spend (Ksh)	Minutes	SMS	Validity
10	5	10	Midnight
20	15	20	Midnight
50	40	50	24 hours
100	100	100	24 hours

- (a) The Bundle resources can be used for both on-net and off-net for both calls and SMS.
- (b) The validity of the bundle resources will range from same day midnight to 24 hours from the time of purchase.

6. Repayment of the Credit Advance

- (a) The following top up methods will be valid for the purpose of repaying the Credit Advance: Scratch cards, Safaricom-excluding 'preferential vouchers' such as the magic box voucher, Pre Pay Roaming Top-up (PPRTU) using partner networks scratch cards in Tanzania, Uganda and Rwanda), M-PESA, 3rd party top-up, Sambaza, PIN-lessTop-up (Bamba Poa), Bonga.
- (b) The Credit Advance will be deducted from your subsequent top up(s) until fully recovered.
- (c) You will be required to repay the Credit Advance within a period of 120 hours from when the Credit Advance amount was credited to your account. If you do not repay the Credit Advance within the said period you will not be entitled to utilize the Okoa Jahazi service following the expiry of the 120 hours. 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.

7. Privacy

(a) 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.

(b) 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.

(c) 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 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.

(d) 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.

8. Other Terms and Conditions

- (a) The Okoa Calls & SMS Bundles Credit Advance can be used for both on-net and off-net calls & SMS.
- (b) In order of priority, bundles with shorter validity <24hrs will be exhausted first followed by Okoa Flexi Bundles and then Volume Bundles.
- (c) You will not be able to Sambaza the Okoa Calls & SMS Bundles Credit Advance to another subscriber.
- (d) 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 Calls & SMS Bundles Service howsoever arising. Safaricom reserves the right todecline a request for Okoa Calls & SMS Bundles without incurring any liability.
- (e) Safaricom reserves the right to withdraw the Okoa Calls & SMS Bundles Service from any particular subscriber at any time and to vary or amend any element of the Okoa Flexi Bundles Serviceany time without further notice.
- (f) These terms and conditions may be varied or amended by Safaricom at any time and by continuing to use the Okoa Calls & SMS Bundles Advance you will be deemed to haveread, understood and accepted such amended terms and conditions. The varied terms and conditions will be available on the Safaricom website www.safaricom.co.ke.
- (g) The standard terms and conditions for the Safaricom PrePay services, and other Services that you may be using (www.safaricom.co.ke) will apply to the Okoa Bundles Service save where expressly varied by these terms and conditions.