

TERMS AND CONDITIONS FOR THE SAFARICOM FLEX SERVICE

The following Terms and Conditions apply to Flex (the “**Service**”) and by subscribing to this Service you will be deemed to have read, understood and accepted the same:

1. The Service

This Service allows you to purchase Flex Bundles and receive Flex units to use on voice minutes, data bundles and SMS on hourly, daily, weekly or monthly plans.

2. Eligibility

This Service is open to all individual Safaricom PrePay, PostPay and Hybrid subscribers.

3. Launch of Service

The Service was launched **on 22nd March 2017** (“**Service Date**”), amended on **21st August 2017**, and amended further on **2nd March 2023**.

4. How to access the Service

(a) Dial *456# or *100# from your Safaricom PrePay Mobile line or *200# from Safaricom PostPay Mobile line.

(b) Follow the prompts to access the Service.

5. Price and Validity of Flex

(a) Flex provides you with the following options valid for the periods indicated below:

Flex Packs	Price	No. of Flex Units	Validity
Hourly 20	20	40	1 Hour
Hourly 30	30	60	2 Hours
Daily 50	50	50	Midnight
Daily 100	100	150	Midnight
Weekly 450	450	500	7 days
Monthly 1000	1000	1000	30 days
Monthly 1,500	1500	1700	30 days
Monthly 2,000	2000	2500	30 days

Note:

- 1 Flex = 3MB or 3 SMS or 1 Minute of voice call

(b) You have the freedom to use your Flex units on voice, data or SMS as there is no pre-set allocation for each service.

6. 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

We are required by law to collect certain personal information and are legally obligated to deny you access to the Promotion 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 [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.

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.

7. Other terms

- (a) You have the freedom to use your free Flex units indiscriminately on voice, data or SMS as there is no pre-set allocation for each service.
- (b) Usage of the free Flex units does not earn you Bonga Points under the Safaricom Bonga Reward Scheme however you will earn Bonga points once you buy Flex bundles.
- (c) The Flex units will not be used to purchase Data Bundles, international calling or SMS.
- (d) You will not be able to *sambaza* the Flex units.

- (e) You can check your Flex pack balance via USSD by dialling either *144# or *200# and following the prompts.
- (f) The Flex Units are for use both local on-net and off-net calls and SMS.
- (g) There will be no rollover on Flex packs. Any unutilised Flex units after bundle expiry will be unavailable for use.
- (h) For daily, weekly and monthly bundles, you have the option to “**buy once**” or “**auto-renew**” any of the packs purchased.
- (i) The Flex Units will not be available to roaming subscribers. Charges applicable for Roaming are available on www.safaricom.co.ke. Roaming means the use of telecommunication services while you are in other countries but using a Safaricom SIM Card.
- (j) We will send you periodic notification informing you of the balance on your pack so that you can prepare to purchase another pack should you still require Flex resources.
- (k) You can check your Flex Units balance via USSD by dialling either *144#, *100# or *200#.

8. Priority of Usage

Priority of consumption will be as follows:

- i. Free Resources (free minutes, free data)
- ii. Less than one day validity bundles for SMS, data, minutes and Talktime.
- iii. Daily, then weekly and Monthly bundles on Data, SMS and Minutes bundles.

9. General Terms of usage

- (a) You cannot transfer (*Sambaza*) Flexi Units to other subscribers.
- (b) You will accumulate Bonga Points on purchase of the Flex packs as per the published terms and conditions of the Safaricom Loyalty Programme.
- (c) Flexi Units are not for re-sale. You therefore will not resell the Flex Packs purchased from Safaricom without its consent. Safaricom reserves the right to withdraw this service from you if you breach these terms.
- (d) 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 in such notifications.

- (e) Save as modified above, these Terms and Conditions are supplemental to and subject to the published Safaricom PrePay and PostPay Service Terms and Conditions, Safaricom PrePay and PostPay Data Bundles and other Services that you may be using.
- (f) These Terms and Conditions are available on www.safaricom.co.ke.

NOTE: FLEXI UNITS ARE NOT FOR RE-SALE AND CAN ONLY BE PURCHASED FROM SAFARICOM AS INDICATED IN THE APPLICABLE PUBLISHED TERMS AND CONDITIONS. SAFARICOM SHALL NOT BE RESPONSIBLE IN ANY MANNER WHATSOEVER FOR BUNDLES PURCHASED FROM ANY OTHER SOURCE.