



TERMS AND CONDITIONS FOR THE SAFARICOM DATA BUNDLES

The following Terms and Conditions apply to the Safaricom Data Bundles ("the **Service**") and by activating this Service, you will be deemed to have read, understood and accepted the same:

1. Eligibility

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

2. Service Launch date

The Service will launch at **0000hrs** on **23rd October 2019**.

3. How to access the Service

(a) Data with no expiry:

- i. Dial ***544#** and select "**Data Bundles (WITH NO EXPIRY DATE)**".
- ii. Select **1** and enter any amount you wish to spend.
- iii. Pay with M-Pesa or from airtime.
- iv. You will receive an SMS confirming successful purchase of your data bundle.
- v. The bundle you have purchased will not expire.
- vi. Should you wish to purchase talk time as well, all you have to do is also enter the amount you wish to spend.
- vii. The talk time purchased will also not expire.

(b) Data with expiry

- i. Dial ***544#**
- ii. Select **3 – Normal Data bundles with expiry**.
- iii. Select the bundle of your choice from the options presented and follow the prompts.
- iv. Pay with M-Pesa or from your airtime.

- v. You will receive an SMS confirming successful purchase of your data bundle and the validity period.

4. Tariff Guide

Below is the tariff guide applicable for purchase of the Safaricom data bundles

Band	Rate Per MB
Kshs. 1 to 10	0.50
Kshs. 11 to 50	0.285
>= Kshs. 51	0.20

5. Other Terms of the Service

- (a) We will notify you through SMS when your data is at 500MB, 75MB and then at 2MB.
- (b) You can check your data balance by dialling *544#.
- (c) You can *sambaza* (share) the data bundle purchased to another Safaricom subscriber, subject to the *sambaza* limitation in place; currently at 20MB per day.
- (d) We will notify you when you have insufficient funds to purchase your preferred data bundles.
- (e) You can purchase data bundles on behalf of another Safaricom subscriber.
- (f) *Sambaza* internet & *Okoa* data resources will not have an expiry period.
- (g) You can purchase your preferred data bundle multiple times in a day.
- (h) If you deplete your data bundles and continue to browse, you will be charged an out of bundle rate of Kshs. 4.30 per MB.
- (i) The Safaricom data bundle resources cannot be used by roaming customers.
- (j) You will accumulate Bonga Points on purchase of the data bundle as per the published terms and conditions of the Safaricom Loyalty Programme.
- (k) Data bundle purchase is considered a spend for accumulation of the *storo* bonus targets.
- (l) You will be able to purchase the data bundles via M-Pesa and Airtime.
- (m) If you have an *Okoa Jahazi* debt you cannot purchase any data bundle until you repay your debt.
- (n) The data bundle purchased cannot be used for international SMS, Premium Rate Service or Roaming services. The prevailing published Safaricom charges are

applicable for all roaming, premium rate services, international calls and international messaging.

- (o) Subscribers on Flex plans and Karibu Post-Pay plans will be required to deplete their resources or wait until their bundle expires before subscribing to or purchasing Safaricom bundle.

6. Priority of Usage

Priority of resource consumption will be as follows:

- I. Free Resources (*Stori Ibambe* bonus, free minutes, free data)
- II. Ad-hoc limited data (all bundles with expiry)
- III. Bundles with no expiry (New bundles, Neo bundles etc).

7. Stop Auto renew

Subscribers can "Stop Auto renew" at any time of the month by dialling *544#.

8. Privacy

Safaricom is committed to respecting and protecting the privacy of the information we collect from you in compliance with the applicable laws and obligations on data use and privacy. Our privacy statement, as updated from time to time, explains how we treat your personal data and protect your privacy when you use our Service and can be found on https://www.safaricom.co.ke/images/Downloads/Terms_and_Conditions/C1_Safaricom_Data_Privacy_Statement.pdf.

9. Amendment of the Privacy terms

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.

10. General terms

- (a) 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.
- (b) 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.

(c) Safaricom data bundles are not for re-sale. You therefore will not resell the Safaricom data bundles purchased from Safaricom without its consent. Safaricom reserves the right to withdraw this Service from you if you breach these terms.

(d) These Terms and Conditions are available on www.safaricom.co.ke.

NOTE: SAFARICOM SHALL NOT BE RESPONSIBLE IN ANY MANNER WHATSOEVER FOR BUNDLES PURCHASED FROM ANY OTHER SOURCE.