

Home Fibre Service and 4G/5G Home Service



TERMS AND CONDITIONS FOR SAFARICOM HOME FIBRE SERVICE AND 4G/5G HOME SERVICE

The following terms and conditions apply to the Safaricom Home Fibre Service and the Fixed Wireless Access Plans, 5G & 4G Home Plans ("the **Service**") and by activating this Service you will be deemed to have read, understood and accepted the same: -

1. Service

- (a) This service enables customers to access Internet at home through fibre, 4G or 5G plans as provided by Safaricom.
- (b) The Internet will be available to the customer within his/her premises/house (Customer Site).
- (c) Where customers reside in areas with good 4G indoor coverage, Safaricom will avail Internet access at home through the Safaricom 4G Network ("**4G For Home Plans**")
- (d) Where customers reside in areas with good 5G indoor coverage, Safaricom will avail Internet access at home through the Safaricom 5G Network ("**5G For Home Plans**").
- (e) Safaricom Home Fibre customers also have the option to purchase value added services e.g. mobile data, voice minutes and unlimited SMS at discounted rates alongside their preferred Fibre package ("**Family Share**"), and content e.g. DSTV

2. Eligibility

- (a) Safaricom Home Fiber Service is open to customers in the selected areas (Safaricom Home Fibre Zones), that have the Safaricom fibre infrastructure ready when they apply to have their homes connected to the Safaricom Home Fibre.
- (b) The 4G For Home Plans is available to customers who live in an area that has good 4G indoor coverage.
- (c) The 5G For Home Plans is only available to customers who live in an area that has good 4G indoor coverage.

3. Effective date of the Service

These terms will take effect on 8th July 2021 from 0000 hrs.

4. How to Access and Use the Service

4.1 Safaricom Home Fibre

- (a) To access Fiber To The Home service, you must be living in a Fiber ready area/zone (Safaricom Home Fibre Zones). To find out whether you reside in a fibre ready area, you can visit our website at ***<https://www.safaricom.co.ke/home/home-fibre/>***
- (b) You can dial *400#, visit any of our Safaricom Shops, reach our care lines or talk to any Safaricom Home sales representative in your area.
- (c) Customers will be required to provide their correct KYC details to the Sales representative to process the Home Fibre order
- (d) Once the Safaricom Home sales representative has submitted your details, you will receive an SMS with your Account Number that you will use to make payment for a Home Fiber Package in one of the following ways:
 - (i) Dial *400# on the registered phone number or
 - (ii) In a Safaricom shop or
 - (iii) Pay through your post-pay limit on your registered Safaricom line
- (e) Once you make payment, we will connect you to the Service within 48 hours, subject to you granting our representatives access to your home. As part of the installation process, we will provide you with a Wi-Fi router that will enable you to access the Wi-Fi Network within your home. We will set up the Wi-Fi network and configure your username and password which you require to access the Service.
- (f) There will be no Installation/connection fees charged. We will also be available to relocate your router while relocating to a fibre ready area at no charge. This is however subject to change based on router models and technology.
- (g) Once installation is complete and you are connected, you can start enjoying your Home Internet immediately
- (h) Should you require any support once the Service is deployed, please call Safaricom Call Centre on line 400 for any technical assistance you require. Safaricom will only handle Service-related issues and not device or private LAN. Should you have a problem with your personal network equipment, devices, PC and other private LAN, you will need to contact your private technical engineer for assistance.
- (i) You will be required to grant the installers reasonable access to your

home for purposes of installation, maintenance and inspection

- (j) You undertake to maintain the installation, including all equipment provided, in good order including environmental considerations.
- (k) Once the Service is deployed, you will receive your username and password on SMS or you will be contacted by the Safaricom representatives. You must exercise all due care and diligence to ensure the secrecy and confidentiality of the access passwords at all times. You shall not disclose your access passwords to any third party or aid access to the Services to third parties outside your home or control, save with the express written permission of Safaricom.
- (l) You **shall not use** and shall ensure that no other person using your access to the Services uses the Services:
 - (i) for resale or redistribution to any other person or entity; or
 - (ii) for storing, reproducing, transmitting, communicating or receiving any Offending Material; or
 - (iii) for fraud or for any criminal purpose or in a manner that is contrary to any regulatory or legal requirement; or
 - (iv) to cause annoyance, inconvenience or needless anxiety to any person; or
 - (v) contrary to any other instructions that may be communicated to you by Safaricom from time to time.

4.2 4G For Home Plans

- (a) Customers will be required to confirm 4G coverage in their premises before purchasing the 4G router.
- (b) The routers can be purchased from any Safaricom Shop, Masoko Ecommerce platform or from selected dealers countrywide. The 4G router will come with a designated 4G SIM Card.
- (c) The 4G SIM Card will be registered using the details of the customer purchasing the router. Customers will be required to provide correct KYC
- (d) 4G for Home Plans will be enabled on a 4G enabled SIM Card and on a Safaricom sold 4G Router.
- (e) The 4G for Home Internet packages can be purchased or renewed on USSD by dialling *400# and on My Safaricom APP

4.3 5G For Home Plans

- (a) Customers will be required to confirm 5G coverage in their premises before purchasing the 5G router.
- (b) The routers can be purchased from any Safaricom Shop, Masoko Ecommerce or from selected dealers countrywide. The 5G router will come with a designated 5G SIM Card.
- (c) The 5G SIM Card will be registered using the details of the customer purchasing the router. Customers will be required to provide correct KYC details
- (d) 5G for Home Plans will be enabled on a 5G enabled SIM Card and on a Safaricom sold 5G Router.
- (e) The 5G for Home Internet packages can be purchased or renewed on USSD by dialling *400# or on My Safaricom APP

4.4 Family Share

- (a) Customers will be required to have Home Fibre connection to be able to access Home Family Share Packages.
- (b) The Family Share Packages can be accessed at the point of purchasing, changing plan or renewing Home Fibre packages.
- (c) The Family Share packages can be purchased or renewed on USSD by dialling *400# or on mySafaricomApp.

5. Plans Charges and Features

(a) Safaricom Home Fibre

- (i) The following Home Fibre packages are available:

PACKAGE	FIRBE SPEEDS	MONTHLY COST	BULK PRODUCTS		
			3 Months	6 Months	12 Months
Bronze	15mbps	Ksh. 2,999	8,000	15,000	29,000
Silver	30mbps	Ksh. 4,100	11,000	21,000	41,000
Gold	80mbps	Ksh. 6,299	17,000	33,000	65,000
Diamond	500mbps	Ksh. 12,499	36,000	71,000	138,000
Platinum	1000mbps	Ksh. 20,000	-	-	-

- (ii) Fibre to the Home Segmented products are only available to select Fibre ready zones
- iii. Payment for the Fibre Packages is every **thirty (30) days** in advance. If you do not pay on time, the Service will be suspended and only reactivated once you make your monthly payment. Customers have an option to pay for Bulk
- iv. You can change or upgrade your Home Fibre plan within your thirty (30) days cycle
- v. Bulk Products are available on *400#. Customers can now enjoy lower rates for their internet when they buy the bulk products
- vi. Customers will be allocated internet speeds with a 1:4 contention ratio. This means that in instances of heavy traffic causing congestion on the network, applicable speeds may be reduced to up to 25% of the advertised speed for the package.
- vii. Safaricom Home Fiber Plans are subject to The Fair Usage Policy (FUP) that is designed to ensure that everyone has equal access to high-speed internet and customers will have the best possible internet experience by managing network resources efficiently. This is applied through capping bandwidth usage per month.
- viii. Under the Fair Usage Policy (FUP), package plans will have usage limits and throttled speeds as indicated in the table below. Upon reaching the Fair Usage limit for the packages indicated, the speeds will be throttled to 100Mbps for Platinum package and 50Mbps for the Diamond package for the remainder of the validity period of the subscription.

Package	FUP Limit	Speeds After FUP
Platinum	20TB	100Mbps
Diamond	20TB	50Mbps

(b) Safaricom Home Fibre Family Share Plans

- (i) The following Family Share plan are available alongside your preferred Fibre packages.

FTTH Plan	Family Share Price	GSM Resources Awarded
FTTH Plan (Bronze , Silver, Gold, Diamond)	800	8GB+ 400 Min+1000 SMS
	1800	17GB+ 1000 Min+2000 SMS
	2700	27GB+ 1500 Min+3000 SMS
	4600	47GB+ 2500 Min+5000 SMS

- ii. The Family Share resources (mobile data, voice minutes and SMS) will be valid for thirty **(30) days** after which they will expire and not be available for use. The validity of the Fibre Plus resources will be the same as that of the linked Fibre package.
- iii. You will not be able to roll over or extend the validity of the Family Share resources.
- iv. It will not be possible to purchase the Family Share resources independently from your Home Fibre subscriptions.
- v. All Plans come with FREE WhatsApp. FREE WhatsApp kicks in after bundle depletion
- vi. Share Resources will be assigned to the paying customer Mobile Number while the Home Fiber Plan assigned to the Home Fiber Account Number
- vii. Family Share resources can be shared with Up to 5 MSISDNs who are referred to as Beneficiaries
- viii. A customer can Add, Delete and Replace Beneficiaries at any time
- ix. You will not be permitted to use your Family Share resources for premium rated services, international calls or roaming services. However, the Voice minutes and SMSs can be used across local networks.
- x. Should you be unable to access your Family Share resources Safaricom shall reimburse you.
- xi. The Family Share resources will be allocated to the Fibre service registered Safaricom number. The customer can opt to provide a different Safaricom number to which all the resources will be allocated.
- xii. Once allocated, you cannot transfer/sambaza your voice minutes, data bundles and SMSs to another number.

(c) 4G Home Plans

(i) The following 4G for Home Plans available once a customer has acquired a 4G router

Price	Bundle Volume	Daily Volume	Validity
499	7.5GB	-	7 Days
999	25GB	-	30 Days
1999	60GB	-	30 Days
2999	140 GB	150 GB (5GB Daily)	30 Days
4100	180 GB	210 GB (7GB Daily)	30 Days
6299	250 GB	300 GB (10GB Daily)	30 Days
12499	500 GB	600 GB (20GB Daily)	30 Days

- ii. 4G for Home customers will be able to purchase booster plans(Top Up Bundles) as below once they deplete the above allocated resources within the thirty (30) day cycle

Price	Bundle Volume	Validity
50	1.5GB	Midnight
100	3.0GB	Midnight

- iii. 4G for Home customers who were onboarded to the Old retired products will continue to access the services as below unless they change their plan to access the above plans. Once a customer has changed plan to the ones above, they will not be able to go back to the below 4G for Home Plans

4G Home Plan	Price	Volume at Full Speeds	Throttled Speeds	Volume at throttled Speeds
3 Mbps	3,699	200 GB	1Mbps	200 GB
5 Mbps	5,299	400 GB	1Mbps	400 GB

- iv. For the above retired plans, Customers are given a bundle to browse at either 3Mbps or 5Mbps. Once you hit the full speeds threshold, the speeds will be throttled to 1 Mbps for the allocated volume. Customer who had were onboarded on the retired 4G for Home plans above can still continue to renew their plans
- v. Customers will not be able to roll over or extend the validity of the resources allocated in the packages.

(d) 5G For Home Plans

- (i) The following 5G for Home Plans available once a customer has acquired a 5G router

5G Home Plans	Speed	Price	FUP Data Cap
5G 50 Mbps	50Mbps	4,000	1.5 TB
5G 100 Mbps	100Mbps	5,000	2.0 TB
5G 250 Mbps	250Mbps	10,000	4.0 TB

- ii. 5G for Home plans are valid for thirty (30) days. There will be no resources roll over
- iii. FUP policy will apply once customers deplete the Volume allocated per plan as indicated in the table above
- iv. Customers who reach their data cap limit indicated on the table above within their 30-day cycle will be required to purchase a new plan
- v. Customers who do not

6. Fair Usage Policy (FUP)

1. Safaricom reserves the right to use a Fair Usage Policy (FUP) to manage its network to maintain acceptable levels of customer experience.
2. Safaricom Fair Usage Policy (FUP) is designed to ensure that everyone has equal access to high-speed internet and customers will have the best possible internet experience by managing network resources efficiently. This is applied through capping bandwidth usage per month.
3. Home Fiber plans, 5G plans and 4G retired plans are subject to FUP as indicated in clause 5 above under each product
4. Under the Fair Usage Policy (FUP), package plans will have usage limits and throttled speeds as indicated in each product except in 5G Product where 5G customers will be required to renew or buy a new plan once

they reach their data capping.

5. The FUP usage count will commence on the 1st day of the plan's monthly billing cycle and stop at the end of the billing cycle. The usage will reset again after renewing the next cycle.
6. Safaricom reserves the right to amend the Fair Usage Policy (FUP) as needed

7. Restrictions on access to and use of the Service

7.1 You may access and use the Safaricom Home internet Services only under the below circumstances

7.1.1 in a single residential unit;

7.1.2 for private domestic use; and

7.1.3 at your physical address.

7.2 You may not use the Service in any manner or for any purpose other than as set out in these Terms and Conditions, nor may you negligently or intentionally permit any other person to do so.

Without limiting the restrictions in clause 6, you may not attempt to or –

7.2.1 access any component or aspect of the Service other than those components or aspects to which you are authorised to have access;

7.2.2 use the Service, or any component thereof, for any commercial purpose;

7.2.3 provide the Service to the public, whether or not a fee is charged;

7.2.4 charge any person a fee to access the Service without authorisation from Safaricom;

7.2.5 permit, facilitate or condone any other person conducting any of the prohibited activities in this clause, whether using your Equipment or otherwise.

8. Service interruptions

8.1 Safaricom will endeavour to limit service interruption occurrences to the Safaricom Fibre service and the length thereof.

8.2 In the case of a service interruption in the Safaricom Fibre service, Safaricom will deploy technical teams to address any network faults.

8.3 If a customer detects a service interruption in the Safaricom Fibre service, the customer has to notify Safaricom customer care of the interruption.

8.4 If the service interruption in the Safaricom Fibre service is traced to a

customer's Safaricom Fibre installation or customer equipment, then Safaricom will endeavor to rectify the fault remotely, failing which, a service team will be dispatched to the customer's premises to address the fault.

- 8.5 If in the event of a service interruption in the Safaricom Fibre service a service team is dispatched to the customer's premises and it is found that the service interruption is attributable to the customer's actions, then Safaricom may at its sole discretion, charge the customer the applicable rates for dispatching the service team to rectify the service interruption and for any materials costs incurred.

9 Liability

- 9.1 SAFARICOM ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE TO THE PROPERTY OR EQUIPMENT OF THE CUSTOMER ARISING OUT OF THE PROVISION, INSTALLATION OR MAINTENANCE OF SAFARICOM'S FIBRE SERVICE, EXCEPT WHERE SUCH LOSS OR DAMAGE TO THE PROPERTY OR EQUIPMENT IS CAUSED DUE TO THE GROSS NEGLIGENCE OF SAFARICOM OR ITS AGENTS. SAFARICOM ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE TO THE EQUIPMENT OF THE CUSTOMER ARISING OUT OF THE CUSTOMER'S USE OF THE CUSTOMER EQUIPMENT.
- 9.2 SAFARICOM ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF THE USE OF THE SAFARICOM FIBRE SERVICE, INCLUDING LOSS OR DAMAGE DUE TO USING THE INTERNET AND/OR TRANSFERRING FILES AND CONTENT.

10 Privacy

- (a) **"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 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 subscriber, a person with parental authority may open and maintain a mobile number in their name for and on behalf of the minor. For purposes of this agreement, 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.

11 Equipment and Care

- (a) For purposes of accessing the Service, Safaricom provides you with Customer Premise Equipment (Fibre Cables, faceplate, routers) to assure compatibility of its Network and Services. You must not in any way interfere with, alter or modify the Customer Premises Equipment or any embedded software supplied as part of the Customer Premises Equipment nor allow anyone (other than an authorised Safaricom representative) to do so.
- (b) Safaricom may provide you with Customer Premise Equipment of varying capability based on the initial Services you selected.
- (c) You acknowledge and agree that the Customer Premise Equipment provided shall at all times belong to and remain the property of Safaricom throughout the duration of this Agreement and that upon termination of this Agreement Safaricom shall recover from your premises all of the

said Customer Premises Equipment.

- (d) You agree to be fully responsible for good care of the Customer Premises Equipment during the term of this Agreement and to immediately notify Safaricom of any damage or loss to the same. You also agree to cooperate in the removal and recovery of the equipment by an authorized Safaricom agent/representative upon the termination of this Agreement, including allowing Safaricom access, without delay, to the Customer Site to uninstall and recover the equipment.
- (e) You are responsible for the care and safety of the Customer Premises Equipment and you must not add to, modify, reverse engineer, decompile or in any way interfere with the Customer Premises Equipment or any embedded software supplied as part of the Customer Premises Equipment nor allow anyone (other than an authorized Safaricom representative) to do so.
- (f) Any Customer Premises Equipment connected to the Customer Premises Equipment or otherwise used to access the Services must be technically compatible with the Customer Premises Equipment and the Services and shall be connected and used in accordance with such reasonable instructions, safety and security procedures as may be advised by Safaricom at the time of installation.
- (g) Save where title to the Customer Premises Equipment has passed to the Customer following the payment to Safaricom by the Customer of any monies payable for the purchase of the Customer Premises Equipment, the Customer shall be liable to Safaricom for any loss of or damage to the Customer Premises Equipment, except where such loss or damage is due to fair wear and tear or is caused by Safaricom, or anyone acting on Safaricom's instructions.
- (h) Safaricom accepts no liability for any loss suffered by you or any third party as a result of the misuse of the Customer Premises Equipment or for any accidental damage.
- (i) Without prejudice, Safaricom shall only be responsible for the replacement of the Equipment in the case of manufacturer's defects covered by Warranty. Safaricom shall use reasonable endeavours to extend to you the benefit of any warranty as may be provided to Safaricom (subject to any limitations and restrictions thereon) by the manufacturers of such Equipment, provided that any expense reasonably incurred by Safaricom in extending such benefit shall be levied to your account and

be payable by you.

- (j) The Customer shall immediately notify Safaricom of any fault, damage, loss, or theft of any Customer Premise Equipment and shall be responsible for its replacement costs at the prevailing retail costs of the equipment. Such replaced Customer Premise Equipment shall remain the property of Safaricom.
- (k) Save for the above, all conditions or warranties in relation to any Safaricom Equipment including the Customer Premise Equipment are excluded to the fullest extent provided by law including but not limited to any warranties and conditions expressed or implied by statute. Any warranty in relation to the Customer Premise Equipment will be deemed null and void should any damage or failure be as a result of failure to protect the Equipment by use of appropriate uninterruptible power supply or power surge systems, or as a result of any misuse of or tampering or interference with any Safaricom Equipment.
- (l) You shall give possession to Safaricom or its authorized agents any Safaricom Equipment that you believe to be damaged, faulty or defective, together with all Equipment documentation that was supplied to you by Safaricom, within ten (10) business days of finding the fault or defect. For the purpose of this clause business day means Monday to Friday between the hours of 0900 and 1700, excluding public holidays. Safaricom shall then expeditiously provide you with the available options to restore the Services; including replacing the defective equipment at your cost.
- (m) If the Services are terminated for whatever reason, you shall immediately notify Safaricom and initiate access to your premises for Safaricom/ Safaricom's authorised agents for the purpose of uninstalling and recovery of the Customer Premise Equipment and any other Safaricom Equipment.

12 How to Upgrade Your Service

You may upgrade your service by making an application through the USSD code *400# or through my Safaricom APP at the end of your current subscription or within the cycle

13 Suspension or Variation of the Service

Safaricom may in its sole discretion suspend or vary the Services without

liability to compensate you for any period during which:

- (a) Safaricom is required or requested to comply with an order or instruction of or on recommendation from the Government, court, regulator or other competent authority.
- (b) you have not paid the Charges by the due.
- (c) such a suspension or variation is necessary to facilitate modifications to or allow for planned maintenance of the Network provided that we give you reasonable notice of such suspension, termination or variation.
- (d) Safaricom reasonably suspects or believes that you are in breach of the terms and conditions of this Agreement or any other terms and conditions referred to herein, for instance, reselling the Service without written authorisation from Safaricom.

14 Termination and Inability to Perform

This Agreement may be terminated if:

- (a) We have reason to believe that the Service is being used in an unauthorised or illegal way or for criminal activities;
- (b) it is found that the customer is reselling the Service or using the Service for commercial activities.
- (c) It is found that the customer is sharing the service with other houses/ premises.
- (d) It is found that the customer has multiple accounts in the same house/ premise.
- (e) We have been instructed to cease providing the Service by any licensing, law enforcement or regulatory authority.
- (f) You write to us notifying us of your decision to terminate this Agreement.
- (g) Either party commits any material breach of any of the provisions of this Agreement and such breach is not rectified within thirty (30) days from receipt of a written notice giving particulars of the breach;
- (h) Either Party becomes bankrupt, or makes any arrangement with a creditor to go into liquidation or become subject to an administration order or a receiver is appointed over its assets;
- (i) The information provided during customer registration is incorrect and you have declined to amend the information when prompted by Safaricom.
- (j) The Service is no longer available to you upon expiry of this Agreement

- or loss, damage of the Customer Premise Equipment;
- (k) Your Equipment is found to emit signals, which may interfere with the quality of the Service;
- (l) We do not receive your full payment by the due date; or
- (m) there exists a dispute relating to payment.

11. Consequences of Termination

- (a) Termination shall not affect any subsisting rights either Party may have against the other Party at the time of termination.
- (b) Where you terminate this Agreement before the expiry of the initial term then you will be required to pay all outstanding charges.
- (c) Where you terminate this Agreement after the expiry of the initial term without giving one (1) month's written notice, then you will be required to pay all outstanding charges.
- (d) You will immediately grant Safaricom its representatives or agents' access to your premises to uninstall and recover the Customer Premises Equipment and any other equipment belonging to Safaricom.
- (e) **IN THE EVENT OF A TERMINATION OR CANCELLATION OF THE SERVICE, ANY UN-USED ALLOCATIONS OF DATA, VOICE MINUTES OR OTHER SERVICES (I) ARE NOT REFUNDABLE**

12. Inability to Perform

The obligation of each Party under this Agreement shall be suspended during the period to the extent that such Party is prevented or hindered from complying therewith by any cause beyond its reasonable control including but not limited to acts of God, war, civil commotion, industrial dispute, inability to secure materials, act or omission of carriers or suppliers, destruction of or technical challenges with the fibre or Customer Premises Equipment beyond our control or regulatory intervention. If such delay or failure continues for at least thirty (30) days then either Party may terminate this Agreement, upon expiry of the thirty (30) days, by notice in writing to the other. Upon such termination all amounts due to Safaricom from you shall immediately become due and payable.

13. Applicable Law

This Agreement shall be interpreted, governed and construed in accordance with the laws of Kenya.

14. Other terms

14.1 Safaricom does not warrant an uninterrupted fibre service and does not offer quality of service, uptime and throughput guarantees.

14.2 We shall endeavour to maintain the Safaricom Fibre network and the Safaricom Fibre service to the best of our ability.

15. Extension of Terms

- a. Save as modified above, these Terms and Conditions are supplemental to and subject to the published Safaricom PrePay and PostPay Service Terms and Conditions, M-Pesa Terms and Conditions, including the provisions on privacy and terms of use for any other Safaricom service that you may be enjoying.
- b. Safaricom reserves the right to amend or vary these terms and conditions or to withdraw the Service at any time, including updating the Privacy terms. In any of these events, notice will be given via media advertisements (including at Safaricom's discretion on the Safaricom website www.safaricom.co.ke) and will be effective immediately or as at the date referred in such notifications.
- c. These Terms and Conditions are available on www.safaricom.co.ke