



#### TERMS AND CONDITIONS FOR THE SAFARICOM EMERALD POSTPAY SERVICE

The following Terms and Conditions apply to the Safaricom Emerald PostPay service (the "Service") and by using the Service, you will be deemed to have read, understood and accepted the same:

#### 1. The Service

This Service is available to eligible Safaricom subscribers, you can opt in and select their preferred bundle on a PostPay basis.

### 2. Eligibility

The Service is open to all individual Safaricom Prepay and existing PostPay subscribers.

#### 3. Service Launch date

The Service will be launched at 0000hrs on 28th February 2025.

### 4. How to join PostPay

- a. For Individual Safaricom PrePay subscribers:
  - i. Please dial \*544#.
  - ii. Select "Emerald".
  - iii. The different Emerald PostPay bundles listed in clause 5 below, will be availed for you to choose your preferred bundle.
  - iv. Next, enter your email address to proceed, accept these terms and conditions and pay through M-PESA or your Bonga points.
  - v. You will receive notification that you have successfully joined your preferred Emerald PostPay bundle.

### b. For existing PostPay subscribers:

- i. Please dial **\*544#.**
- ii. Select "**Emerald**". Please note, you will be unsubscribed from your current PostPay plan.
- iii. The different Emerald PostPay bundles listed in clause 5 below, will be availed for you to choose your preferred bundle.
- iv. Enter your email address to proceed, accept these terms and conditions and pay through M-PESA or your Bonga points.
- c. You will receive notification that you have successfully joined your preferred Emerald PostPay bundle

#### 5. Available Emerald Bundles

Below are details of the resources in each Emerald PostPay bundle:

Price	Emerald PostPay bundle
Kshs. 1,000.00	400 minutes + 12GB + 1000 SMS
Kshs. 2,000.00	1,000 minutes + 25GB + 2,000 SMS
Kshs. 3,000.00	1,500 minutes + 39GB + 3,000 SMS
Kshs. 5,000.00	2,500 minutes + 67GB + 5,000 SMS
Kshs. 10,000.00	7,500 minutes + 140GB + 10,000 SMS

### 6. How to pay for the PostPay service

- a. You can make payment through any of the following channels:
  - i. M-Pesa through Safaricom PostPay PayBill 200200.
  - ii. Bonga points via PayBill 200200.
- b. Subscribers who remain in default 90 days after the due date will automatically be terminated on the Service and transferred back to PrePay.
- c. Safaricom will forward your details to CRB if you remain in default 106 days after due date.
- d. CRB listing will be done 120 days after the due date.

### 7. Expiry of resources

- a. The resources purchased will all expire after thirty (30) calendar days from the date of activation.
- b. For customers joining in the course of the month, they will receive full resources with a prorated charge. Their resources will expire at the end of the month.

### 8. Deposit

A deposit equivalent to your preferred Emerald PostPay bundles will be required, which may be used as security against any losses incurred or any outstanding charges upon default in payment or upon termination of this Agreement.

### 9. Account Prepayment

- a. When you make a prepayment, the amount is credited to their Prepayment/Credit Limit account balance.
- b. You may choose how the prepaid amount is used, otherwise the available balance will be used for the below scenarios in the order listed:
  - i. To offset an existing bill if you have an outstanding amount (immediately debited to recover the outstanding amount).

- ii. To access SMS, Voice, Data, VAS services out of bundle.
- iii. To offset a future bill. This is done on the first of every month during bill run.
- iv. Purchase other Safaricom products and services.

#### 10. Additional terms

- a. Customer care is accessible by dialling \*200#.
- b. Your monthly bill will be sent through SMS and email.
- c. Payment will be required by the 5th day of every month.
- d. We will send you notifications on the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 6<sup>th</sup> of the month.
- e. Once you pay, you will receive a notification confirming successful payment.
- f. On 7<sup>th</sup> day after due date, subscribers who have not paid their bills will receive a notice to disconnect.
- g. If you pay through M-PESA after disconnection, you will be reconnected within 20 minutes.

#### 11. Termination of service

- a. In order to terminate the Service, you will be required to send mail to <a href="mailto:advantage@safaricom.co.ke">advantage@safaricom.co.ke</a>.
- b. In the event the termination has been occasioned by your failure to pay sums when due, Safaricom reserves the right to deny you from accessing other Safaricom services on credit terms.
- c. Safaricom may also communicate to you through the mobile phone number(s) associated with your account and also denial of services to all numbers registered under your ID number.

## 12. 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 Promotion. 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.

#### 13. General terms

- (a) The PostPay monthly limit will not be used for roaming. To enjoy roaming services, you will be required to activate roaming from the \*200# menu and in case of additional deposit, the same will be paid at our Safaricom retail shops or through M-PESA as indicated in clause 56 above.
- (b) You will accumulate Bonga Points on use of the Safaricom PostPay service as per the published terms and conditions of the Safaricom Loyalty Programme found on <a href="https://www.safaricom.co.ke/images/Downloads/Terms">https://www.safaricom.co.ke/images/Downloads/Terms</a> and Conditions/Terms and Conditions for the new bonga matric.pdf.
- (c) 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.
- (d) These Terms and Conditions available on www.safaricom.co.ke.