

## **TERMS AND CONDITIONS FOR SAFARICOM DAILY, WEEKLY AND MONTHLY SMS BUNDLES SERVICE**

The following terms and conditions apply to the Safaricom Daily, Weekly and Monthly SMS Bundles Service ("the **Service**") and by activating this Service you will be deemed to have read, understood and accepted the same: -

### **1. Eligibility**

(a) This Service is open to all Safaricom PrePay and PostPay subscribers except those listed in 1 (b) below.

(b) The Service will not be available to subscribers who are roaming.

### **2. The Service**

(a) The Service provides you with the opportunity to subscribe to any of the following SMS Bundles:

- i. Daily Twenty (20) SMSs for Kshs. 5.00.
- ii. Daily Two Hundred (200) SMSs for Kshs. 10.00.
- iii. Daily Unlimited SMSs for Kshs. 20.00
- iv. Weekly one hundred (100) SMSs for Kshs. 20.00
- v. Weekly One Thousand (1000) SMSs for Kshs. 30.00
- vi. Weekly Unlimited SMSs for Kshs. 50.00
- vii. Monthly Fifteen Hundred (1500) SMSs for Kshs. 100.00
- viii. Monthly Three thousand Five Hundred (3500) SMSs for Kshs. 200.00

(b) The SMSs Bundles will be valid for use on On-Net (Safaricom to Safaricom) and Off-Net (Safaricom to any other mobile network) SMSs.

### **3. Launch of Service**

This Service will be launched on 31<sup>st</sup> March 2021.

### **4. Amendment of the Service**

This Service is amended with effect from 3<sup>rd</sup> December 2021.

### **5. How to Participate**

(a) To opt into the Service, dial **\*188#** from your Safaricom mobile line.

(b) Upon dialling **\*188#** you will get a menu with the options for either Daily SMS bundle, Weekly SMS bundle or Monthly SMS bundle.

(c) Upon selection of your preferred (Daily, Weekly or Monthly) SMS Bundle, you will receive a menu for the various available options as appearing in 2 (a).

(d) Once you select your preferred SMS bundle, you will receive the following notification informing you of the successful purchase.

*"You have successfully purchased xxx SMS at Kshs. Xx."*

(e) Daily SMS bundles are valid for **twenty-four (24) hours** from the time of purchase; Weekly SMS bundles are valid for **seven (7) days** from the date of purchase and Monthly SMS bundles are valid for **thirty (30) days** from the date of purchase.

(f) Unused SMSs will lapse and will not be carried over to the following day, week or month.

(g) You also have an option of purchasing Weekly and Monthly SMS Bundles on behalf of someone else by dialling **\*188#** and following the prompts. You will then receive the following notification informing you of the successful purchase

*"You have successfully purchased xxx SMS at Kshs. Xx for 07xxxxxxx."*

(h) Priority of SMS bundle consumption will be Daily SMS bundle followed by Weekly SMS bundle then Monthly SMS bundle.

(i) You can purchase your Weekly and Monthly SMS bundles in the course of the day anytime provided you have money in your account.

(j) You can purchase the weekly or monthly SMS bundle even when you have an active daily subscription service.

(k) You will receive the following SMS notification forty-eight (48) hours before your resources informing you of the impending expiry:

*"Dear Customer, your SMS bundle will expire on DD/MM/YYYY. Dial **\*188#** to check SMS bundle balance."*

(l) When your SMS bundle expires you will receive the following message:

*"Dear Customer, your daily/weekly/monthly SMS bundle has expired. Dial **\*188#** to buy another bundle."*

(m) You can check your balance by dialling **\*188#**.

(n) To change your SMS Bundle, you will first be subscribed out of the Service and then subscribed afresh upon choosing the SMS Bundle selected.

(o) Unlimited bundles will be subject to a Fair Usage Policy (FUP) of 1000 SMS a day and 7000 a week.

(p) If you exhaust your On-Net SMS before 11.59 hours daily, you will be required to purchase another SMS Bundle to continue enjoying the On-net SMS benefit. Otherwise, you will be charged an out of bundle rate at the prevailing published Safaricom rate (currently Ksh 1.10 per SMS).

(q) You will have an option to purchase using your Airtime, M-PESA, Okoa or Bonga Points. Bonga Purchase option will be based on the prevailing Bonga Conversation rates.

## **6. How to Subscribe out of the Service**

To opt out of the Service, dial **\*188#** and follow the prompts.

## **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 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.

## **8. 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 and other Services that you may be using.
- b. Safaricom reserves the right to amend or vary these terms and conditions or to withdraw the Service at any time. 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](http://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](http://www.safaricom.co.ke)