

TERMS AND CONDITIONS FOR THE SAFARICOM CALL DROP GUARANTEE

The following terms and conditions apply to the Guarantee and by participating in the Guarantee you will be deemed to have read, understood and accepted the same:-

1. The Guarantee

- a. By this Guarantee, Safaricom is assuring its subscribers that it is committed to providing them with uninterrupted connectivity once their on-net* local calls are connected such that should a connected call disconnect or drop other than for fair access terms indicated in the Safaricom PostPay and PrePay Usage Terms, Safaricom will give the subscriber a token of the duration of the call before the drop up to a maximum of one (1) minute per call drop.

*On-net means Safaricom to Safaricom calls.

- b. We will cumulate your token through the week and give it to you once in the week. You will receive a confirmatory message from us.

2. Eligibility

- (a) The Guarantee is open to all Safaricom PrePay and PostPay subscribers when making on-net calls including numbers ported into the Safaricom network.
- (b) Calls initiated from Safaricom mobile lines (07xx) to Safaricom landlines are eligible to participate.
- (c) The following calls are not eligible to participate:
 - (i) on-net calls forwarded to any number, including voice mail;
 - (ii) calls made from Safaricom landlines and;
 - (iii) calls made to non 07xx for example 0800, 0900, 100, 200, 2480;
 - (iv) international and roaming calls;
 - (v) off-net calls (calls to other networks).

3. Guarantee Date

The Guarantee will run **30th September, 2016**.

4. How to Participate

- (a) All Safaricom subscribers are eligible to participate and there is no requirement for registration.
- (b) As you make your calls in the course of your usual business, we are committed to keeping you connected.
- (c) Due to the nature of technology, we do not guarantee a fault free service. However, if your on-net local call is already connected but it gets dropped or disconnected other than for fair access terms, we will refund you the duration of the call before the drop up to a maximum of one (1) minute per call drop. On-net local calls that drop after between one to ten seconds, will be refunded ten seconds. See examples below:
 - You are connected on an on-net call and your call is interrupted or disconnected after 50 seconds, we will give you 50 seconds;

- You are connected on an on-net call and your call is interrupted or disconnected after two minutes, we will give you one minute;
 - You are connected on an on-net call and your call is interrupted or disconnected after between 1 to 10 seconds, we will give you ten seconds.
- (d) If your on-net call is dropped or disconnected, you, the initiator of the call, will receive a message from us once in a week confirming your token cumulated through the week.
- (e) You must use your token within seven (7) days from the date of award. To assist you achieve this, we will prioritise the use of your token such that it will be used in priority to your airtime. This however, is dependent on your usage.
- (f) As the token was given as a result of a drop of an on-net local call, the refund can only be used to make on-net local calls.
- (g) The token will be made to the subscriber who initiated the on-net local call.
- (h) The call drop token is limited to five (5) on-net local call drops a day per subscriber.
- (i) You can check your token balance by sending the word "Balance" to 144 via SMS.
- (j) You can opt out of this Guarantee by contacting us through our customer care touch points: lines 100 (PrePay) and 200 (PostPay), twitter handle (@safaricom_care), facebook (Safaricom Limited)

5. Other Terms

- (a) The token will not be applicable to call drops achieved through manipulation, fraud, device failures and lines detected to be involved in such schemes shall immediately be excluded from the Guarantee.
- (b) The token is not intended to be compensatory. Accordingly, we will not compensate you for dropped calls.
- (c) As we cannot guarantee a fault free service, we will not be liable for any direct or indirect losses or damages that you may incur as a result of experiencing call drops.
- (d) Due to the nature of technology, in the event that our network experiences technology faults or failures that result in any other form of service interruption not defined in these terms, we will neither give you a token nor compensate you. We will make best effort to restore the network as we are committed to keeping you connected. We shall however, not be liable for any direct or indirect losses or damages that you may experience as a result.

6. Extension of Terms

- (a) All other applicable rates for use of Safaricom services remain unchanged.
- (b) Safaricom reserves the right to amend or vary these terms and conditions or to withdraw the Guarantee 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) and will be effective immediately or as at the date referred in such notifications.
- (c) These terms and conditions are supplemental and subject to the standard terms and conditions for the use of the Safaricom PrePay and PostPay services and any other Safaricom services that you may be using (www.safaricom.co.ke).