

## TERMS AND CONDITIONS FOR THE SAFARICOM LIPA MDOGO MDOGO SERVICE

The following terms and conditions apply to the Safaricom Lipa Mdogo Mdogo Service ("**the Service**"): -

### 1. The Service

This Service enables Safaricom subscribers to purchase devices of their choice through a flexible twelve (12) month repayment plan.

### 2. Eligibility

This Service is open to all Safaricom subscriber who meet the following criteria:

- a) A favorable Credit Score done by Safaricom (Based on a device Financing Credit Score).
- b) Age on Network: They need to be on the Safaricom network for a minimum of one (1) year.
- c) Over 18 years of age and below 75 years of age.

### 3. Launch of Service

- a) The Service will launch at **00:00hrs** on \_\_\_\_\_ April 2020.

### 4. How to participate in the Service

- a) To participate, dial \*544# from your device, accept these Terms and Conditions to opt into the Service.
- b) You will receive an SMS informing you of your eligibility and the value of the device you can purchase under the Service.
- c) Proceed to select your device of choice and make a downpayment through Mpesa.
- d) Proceed to any Safaricom shop near you where the staff at the shop will conduct a know your customer check to verify your identity after which, the sale will be processed, and the device will be issued to you.
- e) Repayment can be done in the following intervals: **daily, weekly, partial or full payment.**
- f) Safaricom will communicate through SMS with loan balances in daily reminders as follows: 8:00am, 12:00 noon and 5:00pm.
- g) On the fourth (4<sup>th</sup>) day of the repayment remaining outstanding, Safaricom will lock the device, limiting your use.

- h) Should you be in default on the 7<sup>th</sup> day, you will be barred from all outgoing outgoing calls and SMS.
- i) To participate in this Service your account should not be blacklisted on KCB M-Pesa, Mshwari, Okoa Jahazi and Okoa data or locked due to fraud.
- j) Where subscribers have elected to make daily payments and they make their payments consecutively for 7 days, they will receive 100MB free YouTube bundles.
- k) Where you default for thirty (30) days, you will be blacklisted, be disqualified for subsequent device loan facilities and your details will be forwarded to CRB.
- l) Devices are always sold to you **subject** to the Manufacturer's limited warranty.

## **5. 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.

#### **6. Terms for the Use of the Free Resources**

- a) The Free Resources awarded during the Service Period are not transferable.
- b) The use of the Free Resources will be governed by the applicable Terms and Conditions available on the Safaricom website ([www.safaricom.co.ke](http://www.safaricom.co.ke)).
- c) The Data Bundles are valid for duration of thirty (30) days from the time of activation after which they expire. Once you use all your free data resources before the expiry of the bundle you will be charged out of bundle rate as published in the applicable terms and conditions.

#### **7. 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 including the provisions on Privacy and terms of use for any other Safaricom Services that you may be enjoying available on [www.safaricom.co.ke](http://www.safaricom.co.ke).
- 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. Any update to the privacy terms will be available on the Safaricom website [www.safaricom.co.ke](http://www.safaricom.co.ke).
- c) These Terms and Conditions are available on [www.safaricom.co.ke](http://www.safaricom.co.ke).