

TERMS AND CONDITIONS FOR THE SKIZA TUNES SERVICE

The following terms and conditions apply to Safaricom's SKIZA Tunes Service ("SKIZA") and by utilising the SKIZA Tunes Service you will be deemed to have read, understood and accepted the same.

1. Description of the Service

(a) The SKIZA Tunes service is a personalized ring back tone service whereby you can download or record a SKIZA tune or message at the fee set out in paragraph 5 below. The selected SKIZA tune can be:

- i. played to and heard by your callers (both Safaricom subscribers and callers on other networks) from the time when the connection to your line is made until when you pick up or disconnect the call or until your caller is directed to your voice mail.
- ii. can be played to and heard by you when you place a call to both Safaricom subscribers and callers on other local and international networks from the time when you dial until when your call is picked up or disconnected.

(b) Safaricom will from time to time publish a catalogue of all the tunes existing in the SKIZA Tunes system with the song code, artist and SKIZA Tune name on its website and the local press.

2. Features of the SKIZA Tunes Service

(a) You can purchase a SKIZA tune from the album on Safaricom's database or you can record a message or tone on your phone to be played to your callers.

(b) You can purchase or record a maximum of twenty (20) SKIZA tunes in respect of 1 (a) above and a maximum of ten (10) SKIZA tunes in respect of 1 (b) above.

(c) If you purchase or record only one (1) SKIZA tune, this tone will be played for all your callers.

(d) If you have purchased or recorded more than one (1) SKIZA tune you can set specific tones for specified callers. You can set up to ten numbers for each SKIZA tune.

(e) If you purchase or record more than one (1) SKIZA tune but you do not specify the callers to whom each SKIZA tunes will be played the SKIZA tunes you have purchased will be played randomly to your callers or when you place a call.

3. Eligibility

- (a) The SKIZA Tunes Service is available for both Post and Pre-Pay subscribers on Safaricom's network.
- (b) There shall be no registration for the SKIZA Tunes Service.
- (c) SKIZA Tunes Service is not valid when a subscriber is out of the county or is on Safaricom's roaming service.
- (d) SKIZA Tunes Service is not valid for diverted calls, secondary lines for subscribers with dual SIM cards.

4. How to Request for the SKIZA Tunes Service

- (a) Browse through the catalogue and select the SKIZA tune or SKIZA tunes you would like to purchase. Take note of the SKIZA tune code and then request for the SKIZA tune using one of the following methods:
 - (i) USSD - Dialling *811# and following the prompts; or
 - (ii) Interactive Voice Response - Dial 811 and follow the voice prompts; or
 - (iii) SMS - Send an SMS with the keyword 'SKIZA' and the code of the SKIZA tune that you would like to purchase to 811 e.g. SKIZA 5000001; or
 - (iv) The internet (including WAP). Log on to the following website www.safaricom.co.ke

5. Charges

5.1 Caller Ring Back Tones

- (a) For each purchase of a SKIZA tune described under clause 1 (a) (i) above the following charges shall apply:
 - (i) A content fee of Kshs. 1.00 daily per **local** SKIZA tune and Kes. 1.00 daily per **international** SKIZA tune. The SKIZA Tunes are already marked as **local** or **international** on the Safaricom SKIZA portal
 - (ii) For Interactive Voice Access an access fees of Kes.3.00 per Minute, with per second billing;
 - (iii) Charges arising from usage on phone browser and Web, if accessing the service using Safaricom, data cards;
 - (iv) SMS access to 811 shall be a fee Kes.1.00.
- (b) You will be charged for each SKIZA tune upon the successful upload of the tone.
- (c) IVR and searches for the SKIZA Tunes Service shall be charged at the point of request for the SKIZA tune.

- (d) If you do not have sufficient funds in your account to cover the SKIZA tune fee of Kshs. 1.00 or Kshs. 1.00 daily the tone purchase will fail. However, all applicable access fee charges in relation to the failed purchase will apply.
- (e) You cannot purchase ring back tones using promotional or loyalty accounts such as Bonga Points, however you can purchase ring back tones using Okoa Jahazi airtime.

5.2 Reverse Caller Ring Back Tones

- (a) For each purchase of a Reverse Call Ring Back Tone described under clause 1 (a) (ii) above the following charges shall apply:

(i)

Content Fee	Reverse Call Ring Back Tone pricing (Daily)
Local tunes	Kshs. 1.50
Premium Local tunes & Name tunes	Kshs. 1.50
International tunes	Kshs. 1.50

For Interactive Voice Access an access fees of Kes.3.00 per Minute, with per second billing;

- (ii) Charges arising from usage on phone browser and Web, if accessing the service using Safaricom, data cards;
- (iii) SMS access to 811 shall be a fee Ksh.1.00.
- (b) You will be charged for each Reverse Call Ring Back Tone upon the successful upload of the tone.
- (c) Access fees arising out of the Reverse Call Ring Back Tone Service shall be charged at the point of request for the SKIZA tune.
- (d) If you do not have sufficient funds in your account to cover the Reverse Call Ring Back Tone fee daily the tone purchase will fail. However, all applicable access fee charges in relation to the failed purchase will apply.
- (e) You cannot purchase a Reverse Call Ring Back Tone using promotional or loyalty accounts such as Bonga Points, however you can purchase ring back tones using Okoa Jahazi airtime.

6. Transfer of SKIZA tunes

SKIZA tunes purchased through the SKIZA tune Service can only be transferred to another line by:

(a) Gifting

You can send a SKIZA tune that you have purchased to another Safaricom subscriber as a gift. Once the recipient accepts the gift, you will be charged Kshs. 1.00 cost of the ring tone for a local tune and Kes 1.00 for a local top tune and international tune.

(b) Express Copy

You copy the SKIZA tune of the person that you are calling by dialing 11 when the other person's ring tone is playing. You will be charged the Kshs. 1.00 cost of a SKIZA tune once you successfully copy the SKIZA tune of the person that you are trying to call you for a local tune and Kes 1.00 for a local top tune and international tune.

Transfer of SKIZA tunes is not applicable to Reverse Call Ring Back Tone.

7. Validity Period and Auto – Renew

- (a) All SKIZA tunes shall be the charged the content fee detailed in clauses 5.1 (a) (i) and 5.2 (a) (i) above and this also applies for SKIZA tunes obtained through gifting or express copy as defined in paragraph 6 (a) and 6(b) above.
- (b) In case you do not have sufficient credit your auto-renewal will be charged upon your next airtime recharge for every SKIZA tune that you have in your album.
- (c) Cost of renewal for Express Copy and Gifted SKIZA tunes will be paid by the recipient.

8. Deletion of SKIZA Tunes

You can delete a SKIZA Tune by simply sending an SMS to 811 with the word DELETE and the SKIZA Code of the tune you wish to delete, e.g. send DELETE 5050005 to 811 to delete the said tune. No refund will be given by Safaricom for the deletion of one's SKIZA Tunes, i.e. tunes deleted before the daily lapse of the tone validity period.

9. Free SKIZA tunes

Safaricom may provide free SKIZA tunes from time to time. However, you will be charged all other costs as outlined above other than the content fee detailed in clauses 5.1 (a) (i) and 5.2 (a) (i) above.

10. 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 available.

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 to 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.

10. Other terms and conditions

- (a) Safaricom reserves the right to vary or amend any features of the SKIZA Tunes Service or to amend these terms and conditions at any time. Such changes shall be advertised on Safaricom's network and may also be published in the local press. Such changes shall not affect SKIZA tunes that you have purchased as at the date of the changes. Any update to the privacy terms will be available on the Safaricom website www.safaricom.co.ke and will take effect from the date of notification of the update.
 - (b) The SKIZA Tunes Service is not a resale service and airtime and key account dealers will not have access to the service for resale to subscribers.
 - (c) The standard terms and conditions for the Safaricom PrePay services will apply to the SKIZA Tunes Service 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, unless expressly varied by these terms and conditions.
 - (d) These terms and conditions are also available on www.safaricom.co.ke
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