

TERMS & CONDITIONS FOR THE SKIZA ADS REVERSE RING BACK TONES SERVICE

The following Terms and Conditions apply to the SKIZA Ads Reverse Ring Back Tones Service ("**the Service**") and by participating in the Service, you will be deemed to have read, understood and accepted the same: -

1. The Service

- (a) The SKIZA Ads Reverse Ring Back Tone Service is provided by Adtones Limited a Company registered under UK Law, Company No. 9515191, based in 35A South Street London W1K 2XF United Kingdom (hereinafter "We"), in partnership with Safaricom PLC.
- (b) The Service will run on the Safaricom PLC's network.
- (c) It is a Service in which an advertising audio message is played on the outgoing calls of Safaricom subscribers as they wait for their calls to connect, instead of the standard waiting tone or other forms of ring back tones. Subscribers of the Service are rewarded for listening to the Adverts.

2. Launch of the Service

The Service will be launched at **0000hrs on 4th November 2020.**

3. How does it work

- (a) You will be required to opt into the Service by dialing *897# or any other means promoted by Safaricom and agree to receive the service.
- (b) In exchange, you will be awarded either minutes or data bundles every time you listen to 3 Ads played for longer than 6 seconds each.
- (c) Once qualified, you will receive either 5MB or 1 Minute talk time available for redemption. After opting into the service and if your profile matches an advertiser, you will receive an audio advert during the call connection time while waiting for someone to pick up on the call you are making.
- (d) All Ads delivered to You will be reviewed prior, to ensure that they match ethical, cultural and national rules and regulations.

4. **Eligibility**

All Safaricom subscribers are eligible to join the Service by dialing *897#.

5. **Your Data**

- (a) We may from time to time, request information about your interests and activities, your gender and age to enable us to understand better what kind of Adverts may be of interest to you.
- (b) You may choose to provide us with personal data such as your name, address, and email address, but we do not require this.
- (c) We store the personal information you enter directly on our secure servers. All your profile data is fully anonymized when used. We do not share any personal identifying details to advertisers.
- (d) If you wish to share your personal details with an advertiser, you must do that yourself directly in connection with buying a specific service or product from them.

6. **Your award**

- (a) You will receive credits (minutes or data) to your AdTones account for 3 Adverts played for over 6 seconds or more each.
- (b) Conversely, you will not receive credit for any Advert that is played under 6 seconds.
- (c) The accumulated minutes or data will be available to redeem daily and will reset to zero on the first day of each subsequent month.
- (d) Upon redemption, the validity of the minutes or data will have no expiry.
- (e) Adtones reserves the right to restrict the number of adverts delivered to you if we believe the profile has been set up to gain service credits on a false basis and is not reflecting a true user profile.

7. **Unsubscribe**

You can unsubscribe from the service at any time by dialling *897# and selecting **Opt Out**.

8. **Termination or suspension of the Service**

The Service will be available indefinitely or as otherwise notified at the time of opt in, unless you unsubscribe; or your mobile number is suspended or disconnected.

9. **Consequences of Termination**

- (a) If you unsubscribe from the Service, no more Ads will be played on your outgoing calls. Your credits will still be available for redemption before first day of the subsequent month.

- (b) If you terminate your Adtones account, your personal information will be deleted, and your phone number removed from your previous profile.
- (c) The anonymized profile is kept on the system for full financial audit reasons but will not be associated with your phone number. You can choose to put your account On Hold any time.
- (d) Adtones will not use your information when your account is On Hold, but the information is kept on the server for 12 months should you wish to use it again. After 12 months, your information is deleted.

10. **Reserve clause**

reserves the right to change or withdraw the Service at anytime. All active customers will be notified of the withdrawal within reasonable/ acceptable notice period as may be determined by Safaricom.

11. **Privacy Policy**

(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 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.

12. **General Terms**

- (a) Safaricom reserves the right to amend or vary these terms and conditions including the privacy terms 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) 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 and will take effect from the date of notification of the update.
- (b) These terms and conditions are in addition to Terms and Conditions applicable to the Safaricom voice and mobile data bundles services.
- (c) All queries, complaints or requests can be forwarded to safaricomcare@safaricom.co.ke.

Last Updated: 10/2020