
TERMS AND CONDITIONS FOR THE SAFARICOM FLEXIBLE TALK TIME BUNDLE SERVICE

The following Terms and Conditions apply to the Safaricom Flexible Talk time bundle Service (“the **Service**”) and by opting into this Service, you will be deemed to have read, understood and accepted the same:

1. The Service

- (a) This Service aims at giving Safaricom subscribers an opportunity to buy flexible talk time bundles that give resources in flexible units.
- (b) The talk time units are equivalent to one talk time unit = one Kshs. which can be use on both calls and SMS.

2. Eligibility

The Service is open to all active Safaricom PrePay, hybrid, PostPay and Blaze subscribers.

3. Launch of Service

The Service will launch at **0000hrs** on **16th March 2020**.

4. How to enrol in the Service

- (a) Dial ***444#** from your Safaricom line and select “**Talk Time Bundle**”.
- (b) Select **1** and enter any amount you wish to spend.
- (c) Proceed to make payment through airtime or M-Pesa.
- (d) You will receive an SMS confirming successful purchase of the Flexible Talk time bundle.
- (e) Purchase of Flexible talk time bundle for calls and SMS allocated are calculated based on subscriber’s previous week’s average daily spend as indicated in the table below:

	Bundle Amount selected	Rate for Talk time units	Validity
Spend Band 1	Less than previous week’s average voice + SMS spend	1.7	24 hours
Spend Band 2	Greater than previous week’s average voice + SMS spend but less than Average x 1.5	2.5	24 hours
Spend Band 3	Greater than 1.5 previous week’s average voice + SMS spend	3.0	24 hours

5. Other Terms of the Service

- (a) You cannot *sambaza* (share) Flexible talk-time resources to another Safaricom subscriber.
- (b) Flexible talk-time resources can be used for calls and SMS for all local networks; on net and off net. Existing calling and SMS rates will prevail.
- (c) You cannot purchase data resources, SMS resources, Skiza and Premium rated services with the flexible talk-time bundle resources.
- (d) You also cannot use the bundle resources to roam or make international calls.
- (e) You can purchase the extra airtime multiple times in a day.

6. Validity of the awarded bundle

The bundle minutes and the preferred calling rates will be valid for twenty-four (24) hours from the time of purchase.

7. Priority of Usage

The Bundle resources will have utilisation priority over Main account and Okoa.

8. Other terms

- (a) You will accumulate Bonga Points on purchase of Flexible talk-time bundle as per current Safaricom Loyalty Programme (*Bonga*) published terms.
- (b) Flexible talk-time bundle will not be considered as spend for accumulation of the *storo* bonus targets.

9. Privacy

i. 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.

ii. 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.

iii. **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.

iv. **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. Extension of Terms

- (a) Save as modified above, these Terms and Conditions are supplemental to and subject to the published Safaricom PrePay Service Terms and Conditions, Safaricom PrePay and PostPay Data Bundles, *Okoa Jahazi* Terms, *Bonga* Terms 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 Tariff 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.
- (c) Save as modified above, these Terms and Conditions are supplemental to and subject to the published Safaricom PrePay and PostPay Terms and Conditions, Safaricom PrePay and PostPay Data Bundles including the provisions on Privacy and terms of use for any other Safaricom service
- (d) These Terms and Conditions are available on www.safaricom.co.ke.