



## TERMS AND CONDITIONS FOR USE OF THE SAFARICOM CONTACTS BACK UP SERVICE

The following terms and conditions apply to the Safaricom Contacts Backup Service ("**Contacts Backup Service**") and by using the Phone Book Up Service you will be deemed to have read, understood and accepted the same.

### 1. DEFINITIONS:

- (a) "**Charges**" means the amounts payable for the Services as published in these terms and Conditions and as may be varied from time to time;
- (b) "**Content**" means information, communications, images and sounds, software or any other material transmitted or communicated through the Services;
- (c) "**Handset**" means the mobile cellular handheld device;
- (d) "**Intellectual Property Rights**" means all intellectual property rights including without limitation, copyright, patents, trade marks, registered designs, design rights, know how and all other rights;
- (e) "**Month**" means thirty (30) days;
- (f) "**MSISDN**" means the Mobile Subscriber Integration Services Digital Number, which is the Subscriber's telephone number;
- (g) "**Network**" means the cellular network operated by Safaricom;
- (h) "**Offending Material**" means any Content that is:
  - (i) in breach of any law, regulation or code of practice invoked by the Safaricom or industry regulator or any policy adopted by Safaricom with regard to the acceptable use of the Services, or
  - (ii) abusive, indecent, defamatory, obscene, offensive or menacing, or
  - (iii) in breach of confidence, intellectual property rights, privacy or any right of a third party.
- (i) "**Phone Book**" means an alphabetical list of telephone numbers saved by the Subscriber on the Handset or SIM;
- (j) "**Services**" means the service that will back phone book contacts, phone book notes and calendar notes provided by Safaricom pursuant to this Terms and Conditions and includes voice and other data services provided through the Network;
- (k) "**SIM**" means the subscriber identity module which is programmed with the Subscriber's MSISDN and that enables the Subscriber to use the Services when used with the handset;
- (l) "**Subscriber**" means the Safaricom customer applying for, or using the Services and includes any person who Safaricom believes is acting with the customer's authority;

### 2. THE SERVICE

- (a) The Safaricom Contacts Backup Service enables the Subscriber to back up the following data:
  - (i) Phone Book Contacts (Name and Telephone Number of the contact);

### 3. ELIGIBILITY

- (a) The Contacts Backup Service is available to all Safaricom PrePay and PostPay subscribers.

### 4. HOW TO REQUEST FOR THE SERVICE

- (a) To activate the Service, PrePay subscribers will dial **\*100#** from their Handset.
- (b) To activate the Service, PostPay subscribers will dial **\*200#** from their Handset.
- (c) The Subscriber will receive an SMS confirming the status of the subscription.

## 5. CONTACTS BACKUP SERVICE

The Service will be provided as follows :-

### 5.1 Charges

- (a) The service shall be free for the first month from the 16<sup>th</sup> of November 2012\_launch date and will thereafter be billed as per clause 5.1 (b) below. Subscribers who subscribe into the service after the launch data will not enjoy the one month free service.
- (b) This service will be billed at a rate of Kenya Shillings One (Kshs.1.00) per week and Kenya Shillings Twenty Five (Kshs. 25.00) to retrieve or access or recover your information.
- (c) Subscribers can back up their information as many times as they want but it will be subject to charges. The weekly charge will cover you for the backup completed in that week. Subscribers can set up the auto back up feature on the website [www.safaricom.co.ke/contactsbackup](http://www.safaricom.co.ke/contactsbackup).

### 5.2 SIM Features

- (a) To back up SIM contacts you will need to have a SIM card that is enabled for this service. When you access the feature via USSD you will be notified if your SIM card is compatible for this service. If your SIM card is incompatible please visit the nearest Safaricom Retail shop for a SIM swap. Normal SIM swap charges will apply.
- (b) For Subscribers with a non-data handset, this service will only back up contacts saved on the SIM card . Any contacts saved on the non-data phone will need to be saved on the SIM card for these contacts to be backed up.
- (c) To back up phone contacts you will be required to download the backup application and have a data enabled handset and a SIM card that is compatible to this service.
- (d) This Service will only backup phone book contacts, other feature on the handset will not be backed up. These include but not limited to **images, SMS, Music files, ringtones, videos e-mails and Skiza Tunes.**
- (e) The Service will auto renew and will be deduced from the next airtime top up unless you have unsubscribed for the service.
- (f) Once a Subscriber's line is deleted from the Safaricom Network the Subscriber's information stored on the Service will be deleted.
- (g) Once a subscriber has unsubscribed for the service the backed up contacts will be retained for Ninety days (90 days) thereafter they shall be deleted.
- (h) Subscribers who port out, the service shall be deactivated and any contacts backed up shall be deleted.

### 5.3 Back Up Retrieval

- (a) The Subscriber will be able to retrieve contacts by dialing the USSD code \*200# for PostPay and \*100# for PrePay and selecting the option to retrieve contacts
- (b) The Subscriber can also retrieve the information by accessing the website [www.safaricom.co.ke/contactsbackup](http://www.safaricom.co.ke/contactsbackup)

- (c) A subscriber will need to register on the Contacts backup website [www.safaricom.co.ke/contactsbackup](http://www.safaricom.co.ke/contactsbackup) and a password will be sent to the subscriber to access the site.

## 6. GENERAL PROVISIONS

- 6.1 Safaricom may in its sole discretion suspend or vary the Services without compensation for any period during which:
  - (a) Safaricom is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
  - (b) Safaricom reasonably suspects or believes that the Subscriber is in breach of any of these terms and conditions.
  - (c) Such a suspension or variation is necessary as a consequences of technical problems or for reasons of safety;
  - (d) Safaricom suspends the provision of the Services for its commercial reasons.
- 6.2 The Subscriber shall reimburse Safaricom for all reasonable costs and expenses incurred as a result of the suspension or variation of the Services where the suspension or variation is implemented by Safaricom as a result of any act or omission of the Subscriber.
- 6.3 Safaricom shall not be responsible for the deletion, corruption or failure to store any phone back information stored on the Service.
- 6.4 Although Safaricom will take all reasonable steps to ensure that the Services are available to the Subscriber at all times, it cannot guarantee a continuous fault free service. The quality and availability of Services may be affected by factors including (but not limited to) acts of God, geographical topography, weather conditions, planned maintenance or rectification work on the Network, or the Subscriber's Handset may interfere adversely with the quality and provision of the Services.
- 6.5 Safaricom, its officers, employees, agents and partners will not be liable to the Subscriber or any party for:
  - (a) any direct, indirect, consequential, incidental or special loss, corruption of data or other costs arising out of or in connection with this Service for any loss including as a consequence of a failure or delay in availability of the Network notwithstanding Safaricom's awareness of the possibility of the Subscriber incurring the same;
  - (b) any losses arising in connection with (i) force majeure events or other circumstances outside our control or outside our knowledge including industrial disputes, terrorist or enemy action, or (ii) any unforeseeable acts or omissions or negligent acts on the part of a supplier or any other of Safaricom's service providers, contractors, agents or employees.
  - (d) for any damage to or loss of information on the Subscriber Handset in the event that unwanted programs or material, Trojan horses, worms or viruses are downloaded to the Subscriber Handset as a consequence of retrieving the data using the Phone Book Back Service. The Subscriber will be required to take reasonable precautions while using the Service.
  - (e) Failure to store or corruption or inaccessibility, legibility or readability of the back up information arising from technical or other difficulties beyond its control
  - (f) Any charges or losses incurred as a result of or unauthorised use of the Handset including following a theft of the same.

## **7. SUBSCRIBER'S OBLIGATIONS**

- 7.1 The Subscriber shall not use and shall ensure that no other person using the Subscriber's access to the Services uses the Services:
- (a) for storing, reproducing, transmitting, communicating or receiving any Offending Material; or
  - (b) fraudulently or for any criminal purpose or in a manner that is contrary to any regulatory or legal requirement; or
  - (c) to cause annoyance, inconvenience or needless anxiety to any person; or
  - (d) contrary to any other instructions that may be communicated by Safaricom to the Subscriber from time to time.
  - (e) in a manner which is inconsistent with a reasonable subscriber's good faith use of the Services or the Network;
- 7.2 The Subscriber shall use the Handset and the Software in accordance with any user guide or other reasonable instruction of any manufacturer or supplier of the same or reasonable instruction of Safaricom
- 7.3 The Subscriber shall not reverse engineer, disassemble or decompile the Software or related accessories.
- 7.4 The Subscriber shall provide Safaricom with all the information Safaricom needs and allow Safaricom to use that information for purposes which may include:
- (a) Carrying out any activity in connection with a legal, governmental or regulatory requirement on Safaricom in connection with legal proceedings or in respect of crime or fraud prevention, detection or prosecution.
  - (b) Monitoring or recording of the Subscriber's calls, emails or text messages for Safaricom's business purposes such as quality control and training, prevention of unauthorised use of Safaricom's telecommunications system and ensuring effective systems operation..

## **8. TERMINATION**

Safaricom may terminate the provision of the Services at any time without incurring any liability to the Subscriber if:

- (a) Safaricom has reason to believe that the Service is being used in an unauthorised way or for criminal activities;
- (b) The Subscriber's Handset is found to emit signals, which may interfere with the quality of the Services or the Network;
- (c) The Subscriber fails to pay the full amount of Charges;
- (e) Safaricom has good reason for believing that any information given by the Subscriber to Safaricom is false or misleading;
- (f) The Subscriber commits any material breach of any of the provisions of this Terms and Conditions and if can capable of remedy fails to remedy the breach within the period notified by Safaricom;
- (g) The Subscriber becomes bankrupt or become subject to an administration order;
- (i) It is found that the Subscriber is no longer a subscriber to the Safaricom Network.
- (i) The agreement under which Safaricom provides the Services is terminated.

**9. OTHER TERMS**

- (a) Safaricom reserves the right to withdraw the Services at any time and to vary or amend any element of the Services at any time without further notice.
- (b) These terms and conditions may be varied or amended by Safaricom at any time and by continuing to use the Services you will be deemed to have read, understood and accepted such amended terms and conditions. The varied terms and conditions will be available on the Safaricom website [www.safaricom.co.ke](http://www.safaricom.co.ke)
- (c) The standard terms and conditions for the Safaricom PrePay and Postpay services ([www.safaricom.co.ke](http://www.safaricom.co.ke)) will apply to the Services save where expressly varied by these terms and conditions.