

TERMS AND CONDITIONS FOR THE FLEX MONTHLY BUNDLES SERVICE

The following Terms and Conditions apply to the **Flex Monthly Bundles Service** (the “**Service**”) and by and by activating this Service you will be deemed to have read, understood and accepted the same: -

1. The Service

This Service allows you to purchase Flex Monthly Bundles and receive Flex units to use on voice minutes, data bundles and SMS on a monthly plan.

2. Eligibility

This Service is open to all individual Safaricom PrePay, PostPay and Hybrid subscribers who have subscribed to the Flex product.

3. Service Period

The Service will run from **0000 hrs. 15th March 2018** (“**Service Launch Date**”).

4. How to access and use the Service

(a) Dial *100# from your Safaricom PrePay Mobile line or *200# from Safaricom PostPay Mobile line and select “**Flex**”.

(b) Follow the prompts on Monthly Flex to access and opt into the Service.

5. Price and Validity of Flex

(a) Flex provides you with the options indicated below:

Flex Packs	Price	No. of Flex Units	Validity
Monthly 1,499	1,499/=	1,700	30 days
Monthly 4,999	4,999/=	7,500	30 days

Note:

- 1 Flex=3MB or 3 SMS
- 3 Flex=1 minute of voice call

(b) You have the freedom to use your Flex units indiscriminately on voice, data or SMS as there is no pre-set allocation.

(c) The larger the pack, the more the Flex units you will receive.

6. Other terms

(a) You can purchase a Flex pack for another number by dialling *100# or *200# and following the prompts.

- (b) The Flex Units are for use both on-net and off-net.
- (c) Rollover will apply for all Flex packs. Balance of unused Flex units will be rolled over if the customer purchases another Flex pack before expiry of their existing pack during the Service period.
- (d) Prepay subscribers have an option to purchase Flex packs using airtime, M-PESA or Bonga.
- (e) PostPay subscribers will purchase Flex packs using airtime.
- (f) You have the option to “**buy once**” or “**auto-renew**” any of the packs purchased meaning:
 - (i) **Buy once** - upon expiry of thirty (30) days, the resources will lapse and will no longer be available for use; or
 - (ii) **Auto-renew** - meaning that upon expiry of thirty (30) days, the resources will be automatically renewed subject always to the availability of airtime on your mobile phone.
- (g) The Flex Units will not be available to roaming subscribers. Charges applicable for Roaming are available on www.safaricom.co.ke. Roaming means the use of telecommunication services while you are in other countries but using a Safaricom SIM Card.
- (h) Voice and SMS resources can be used to communicate with a subscriber on any other local network.
- (i) We will send to you periodic notification informing you of the balance on your pack so that you can prepare to purchase another pack should you still require resources.
- (j) You can check your Flex Units balance via USSD by dialling either *100# or *200#.
- (k) Safaricom reserves the right to amend or vary these Terms and Conditions or to withdraw this Service at any time. In any of these events, notice will be given via media advertisements 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.
- (l) 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 and other 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.

7. Priority of Usage

Priority of consumption will be as follows:

- I. Free Resources (Stori Ibambe bonus, free minutes, free data)
- II. Bonga redemption for SMS, data, minutes and airtime.
- III. Data bundles, SMS bundles, Advantage Plus bundles and Karibu Bundles)
- IV. Flex

8. 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 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.

9. General Terms of usage

- (a) You cannot transfer (*Sambaza*) Flex Units to other subscribers.
- (b) You will accumulate Bonga Points upon purchase of the Flex packs as per the published terms and conditions of the Safaricom Loyalty Programme.
- (c) Flex Units are not for re-sale. You therefore will not resell the Flex Packs purchased from Safaricom without its consent. Safaricom reserves the right to withdraw this Service from you if you breach these terms.
- (d) These Terms and Conditions available on www.safaricom.co.ke

NOTE: FLEX UNITS ARE NOT FOR RE-SALE AND CAN ONLY BE PURCHASED FROM SAFARICOM AS INDICATED IN THE APPLICABLE PUBLISHED TERMS AND CONDITIONS. SAFARICOM SHALL NOT BE RESPONSIBLE IN ANY MANNER WHATSOEVER FOR BUNDLES PURCHASED FROM ANY OTHER SOURCE.