

## **TERMS AND CONDITIONS FOR THE SAFARICOM OKOA CALLS & SMS BUNDLES SERVICE**

The following terms and conditions apply to the Safaricom Okoa Calls & SMS Bundles Service ("Okoa Calls & SMS Bundles") and by using the service, you will be deemed to have read, understood and accepted the same:

### **1. The Service**

(a) The Okoa Calls & SMS Bundles Service allows Safaricom PrePay subscribers who meet the eligibility criteria set out in clause (2) below to request an advance of Minutes & SMS Bundles using the Safaricom Okoa Jahazi service (the "**Credit Advance**").

### **2. Eligibility**

- (a) The Service is open to all Safaricom PrePay subscribers apart from Prepay subscribers who are roaming.
- (b) In order to access the service:
  - i. The amount requested must be equivalent to your airtime spend for the last **seven (7) days** prior to the date of the request for the Credit Advance.
  - ii. You must have an active line meaning your line has not gone into expiry due to a failure to top up over a period of 180 days or any other such days as maybe communicated by Safaricom from time to time.
  - iii. Your mobile number must have been active on Safaricom network for at least 14 days continuously.

### **3. Launch of Service**

The Service will commence at 0000 hours from **18<sup>th</sup> February 2022**.

### **4. How to Use the Service**

The Service can be accessed in the following ways:

#### **(a) USSD:**

- (i) Dial \*456# , \*444# , \*131# or from your MySafaricom App and web;

- (ii) You will be presented with the Bundle options available for you which you will get credit advance on (Okoa);
- (iii) Select your preferred Bundles and you will receive the following message upon successful request:

*"Request successful. You have received \*\*\* Minutes and \*\*\* SMS valid for 24hrs. Your Okoa credit is \*\*\* KSH to be paid before \*\*\*Date"*

## 5. Bundles options available

There will be four (4) options available for eligible subscribers as indicated in the table below, which you will be able to access with your Okoa Jahazi credit limit.

Spend (Ksh)	Minutes	SMS	Validity
10	5	10	24 hours
20	10	20	24 hours
50	25	50	24 hours
100	50	100	24 hours

- (a) The Bundle resources can be used for both on-net and off-net for both calls and SMS.
- (b) The bundles resources will expire after 24 hours from the time of purchase.

## 6. Repayment of the Credit Advance

- (a) The following top up methods will be valid for the purpose of repaying the Credit Advance: Scratch cards, Safaricom-excluding 'preferential vouchers' such as the magic box voucher, Pre Pay Roaming Top-up (PPRTU) using partner networks scratch cards in Tanzania, Uganda and Rwanda), M-PESA, 3<sup>rd</sup> party top-up, Sambaza, PIN-lessTop-up (*Bamba Poa*) and *Fuliza* airtime.
- (b) The Credit Advance will be deducted from your subsequent top up(s) until fully recovered.
- (c) You will be required to repay the Credit Advance within a period of 120 hours from when the Credit Advance amount was credited to your account. If you do not repay the Credit Advance within the said period you will not be entitled to utilize the Okoa Jahazi, Okoa Flexi bundles or Okoa Bundles Service for a period of four (4) days

following the expiry of the 120 hours. This will however not affect your right to access other Safaricom services provided you are compliant with the terms and conditions of that service or unless otherwise communicated by Safaricom.

## **7. 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 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 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.

## **8. Other Terms and Conditions**

- (a) The Okoa Flexi Bundles Credit Advance can only be used for calls & SMS. You cannot browse the internet with Okoa talktime Bundles.
- (b) In order of priority, bundles with shorter validity <24hrs will be exhausted first followed by Okoa Flexi Bundles and then Volume Bundles.

- (c) You will not be able to Sambaza the Okoa Flexi Bundles Credit Advance to another subscriber.
- (d) Safaricom shall not be liable for any injury, loss or damage, whether foreseen or unforeseen resulting from any failure, interruption, delay, suspension or restriction in providing the Okoa Flexi Bundles Service howsoever arising. Safaricom reserves the right to decline a request for Okoa Flexi Bundles without incurring any liability.
- (e) Safaricom reserves the right to withdraw the Okoa Flexi Bundles Service from any particular subscriber at any time and to vary or amend any element of the Okoa Flexi Bundles Service any time without further notice.
- (f) These terms and conditions may be varied or amended by Safaricom at any time and by continuing to use the Okoa Flexi Credit Advance 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).
- (g) The standard terms and conditions for the Safaricom PrePay services, and other Services that you may be using ([www.safaricom.co.ke](http://www.safaricom.co.ke)) will apply to the Okoa Bundles Service save where expressly varied by these terms and conditions.

