

This Agreement contains the complete terms and conditions that apply to your participation in Telkom's T-Kash App Download Referral Promotion ("the Promotion") and supersedes all other agreements entered into between you and Telkom Limited of P.O. Box 30301-00100 Nairobi ('Telkom' or 'We' or 'Us') with respect to the Promotion. These terms and conditions take effect on the date of publication. By participating in the Promotion you shall be deemed to be making an affirmative statement of your acceptance of these terms and conditions.

1. Eligibility:

The Promotion shall be eligible to all T-Kash subscribers who already have the T-kash App.

2. Promotional period

The Promotion shall run for a period of six (6) months from 00.00 hours on 10th Nov 2022 to 23.59hrs on 30th April 2022.

3. How it Works

- i) All T-kash subscribers who have installed the T-kash App shall receive have a Unique Referral Code
- ii) When a subscriber uses a code sent to them by another subscriber to download the T-kash app, then the subscriber who shared their own code becomes a Referee.
- iii) The Referee can share their unique referral code to as many Telkom subscribers as they wish.
- iv) The Referee will be notified of all successful T-kash downloads using their unique code. They can also view, on the T-Kash App, how many subscribers have used their code to download the T-Kash App (Referred Subscribers).
- v) Reward is accrued by the Referee when the Referred Subscribers transact using the T-kash App.
- vi) Reward is paid to the Referee's T-kash wallet every Friday of the week and is a total of the Rewards (calculated on the above transactions as per the commission's tariff below) earned from all Referred Subscribers within the course of the week.

#	Referral P2P Amounts (Ksh.)	Referral Biller Payments(Ksh.)	Referral Merchant Payments (T-kash Merchants) (Ksh.)	Referral Merchant Payments (across networks) (Ksh.)	Referral Commissions (Ksh.)
1	101 – 500	101 – 500	101 – 500	101 – 500	2
2	501 – 1000	501 – 1000	501 – 1000	501 – 1000	5
3	1001 - 1500	1001 – 1500	1001 - 1500	1001 – 1500	5
4	1501 - 3000	1501 – 3000	1501 - 3000	1501 – 3000	10
5	3501 - 5000	3501 – 5000	3501 - 5000	3501 – 5000	10
6	5001 - 7500	5001 – 7500	5001 - 7500	5001 – 7500	10
7	7501 - 10000	7501 – 10000	7501 - 10000	7501 – 10000	10
8	1001 - 20000	1001 – 20000	1001 - 20000	1001 – 20000	10
9	20001 - 150000	20001 – 150000	20001 - 150000	20001 – 150000	10

4. Transactions eligible for Reward

The Referee shall only earn Rewards on referrals where:

- i) Referred Subscribers used Referee’s Unique Referral Code to download the T-Kash App AND to transact as described in point 4(ii) below.
- ii) Referred Subscribers transact on the T-kash App. USSD transactions are not covered under the Promotion will not be considered when calculating Rewards.
- iii) The Referred Subscriber performs any of the following transactions on the T-Kash App: Send Money (on-net and Off-net), Buy Goods (on-net and Off-net) and Paybill transactions (on-net and off-net) only using the T-kash App.

5. General Terms and Conditions

- i) Privacy: Telkom is committed to respecting and protecting the privacy of the information we collect from you. Our [Privacy Policy](#), as updated from time to time, explains how we treat your personal information, who we share it with, and measures taken protect your privacy when you use our Service. This can be accessed on <https://rb.gy/adpyuz>.
- ii) **Referee Code of Conduct:** The Referee shall not violate any of these Terms, or otherwise engage in activity that could be considered harassment toward other users including bulk referrals to strangers or any other sharing of a Promotion in a manner that would constitute or appear to constitute unsolicited commercial communication or "spam".

- iii) **Reserved rights:** Subject to regulatory direction, Telkom reserves the right to cancel or suspend this Promotion in its discretion. We reserve the right to disqualify any subscriber at any time from participation in the Promotion if they do not comply with any of these Terms. Our failure to enforce any term of these Terms shall not constitute a waiver of that provision.
- iv) These Terms and Conditions are supplemental to the T-Kash Terms and Conditions and T-Kash App Terms and Conditions as may be amended or updated from time to time.
- v) **Variation/Modification:** Telkom reserves the right to amend or vary these terms and conditions or to withdraw the Promotion at any time. In any of these events, notice will be given via the Telkom Website, media advertisements or such other means. The variation shall be effective as at the date of publication and your continued use of the Promotion shall be deemed to be your acceptance of all such varied terms and conditions.
- vi) **Assignment/ Transferability:** The Reward is non-transferable and no other alternative shall be offered in place of the direct deposit to the Referee's T-Kash wallet.
- vii) **Governing Law and Dispute Resolution:** This Agreement shall be governed and construed in accordance with the laws of Kenya. The Referee may direct any initial complaint for resolution through Telkom's Customer Care platforms. Any further dispute and/or matter of difference that arises between the parties regarding any aspect of this Agreement shall be settled, if possible, in an amicable way by mediation between the parties.