



TERMS AND CONDITIONS FOR THE APPLICATION AND USE OF THE JUST CASH ® MOBILE LOAN SERVICE (POSTBANK LOAN)

This Agreement is a financial services agreement between you (“Customer” or “you”) and Fincredit Limited (“Fincredit”), a limited liability company duly incorporated under the laws of the Republic of Kenya with a company registration number C.89797 (“Fincredit”, “us” or “we”, “Lender”) and having its principal place of business at Methodist Ministries Centre, Oloitoktok Road, and of P.O. Box 101267-00101 Nairobi Kenya, for the Just Cash® Mobile Loans USSD Service (*424#), and the associated Services (defined below).

This Agreement (together with our Data Processing Terms and Conditions) sets out the complete terms and conditions (the “Terms and Conditions”) which shall be applicable to the Account (as hereinafter defined) opened by you with Fincredit.

These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

You have the right to seek independent legal counsel in order to fully understand the implications and potential consequences of agreeing to these Terms and Conditions prior to using any of the Services or confirming the intended use of the Services.

1. DEFINITIONS

In this Agreement

- 1.1. **“Account”** means a Bank account held and operated by the Customer with PostBank and the Customer has sole access
- 1.2. **“Credit Charge”** means a monthly fixed rate on the Mobile Loan determined by the Lender and charged on the Mobile Loan payable by the Customer to the Lender together with the Mobile Loan;
- 1.3. **“Credit Life Insurance”** means an insurance cover the Lender shall place with an Insurer for the Borrower with respect to and cover such risks as death and permanent or total disability that may affect the Borrower during the tenure of the Loan;
- 1.4. **“Credit Limit”** means the maximum approved amount that a Customer can borrow through and on the Just Cash® Mobile Loans System;
- 1.5. **“Credit Reference Bureau”** means a credit reference bureau duly licensed and registered under the Credit Reference Bureau Regulations 2020 to *inter alia*, collect and facilitate the sharing of Customer credit information;
- 1.6. **“Customer”** means a person who is registered in the Lender’s System with valid identification details and a registered mobile phone number and has duly accepted without exclusion to these Terms and Conditions and shall include their personal representatives, heirs, assignees or successors in Title;
- 1.7. **“IPRS”** means the Integrated Population Registration System, a service provided electronically by the Government of Kenya to enable organisations or institutions to validate and perform Know Your Customer through the Customers national identity card number provided during registration;
- 1.8. **“Mobile Loan” or “Facility”** means a Loan which the Customer requests from the Lender through their registered and recognised Mobile Phone Number on the System and disbursed electronically by the Lender to the Customer to an Account held and operated with the PostBank upon a Customer’s request.



- 1.9. **"PIN"** means the personal identification number (PIN) or password comprising of 4 numerical digits provided and communicated to the Customer by way of Short Messaging Service (SMS) granting the Customer access to and use of the Service;
- 1.10. **"Personal Accident Insurance"** means and refers to a Personal Accident and Funeral Cover insurance that the Lender shall place with an Insurer with respect to and cover such accidental risks agreed between the Lender and the Insurer that may or shall affect the Customer during the tenure of the Mobile Loan;
- 1.11. **"PostBank"** means Kenya Post Office Savings Bank incorporated in Kenya under the Kenya Post Office Savings Bank Act (Chapter 493B of the Laws of Kenya) and having its principal place of business at Postbank House, 16th Banda Street, and of P.O. Box 30311-00100 Nairobi Kenya;
- 1.12. **"Repayment Date"** means the day or days that the Mobile Loan shall be due for repayment not exceeding thirty (30) calendar days from the date of drawdown of the Mobile Loan;
- 1.13. **"Request"** means a request or instruction received by the Lender from you or purportedly from you through a Mobile Operator Network and the System and upon which the Lender is authorized to act;
- 1.14. **"Service"** means and shall include any form of advance, charge, fee, loan, action, information, communication, and or data that the Lender may offer, charge, lend, advance, grant, and or allow to the Customer pursuant to this Agreement as shall be subscribed, requested, sought, and or asked by the Customer from time to time and **"Services"** shall be construed accordingly;
- 1.15. **"Just Cash[®] System" or "System"** means the Lenders electronic lending and communication software enabling the Customer to communicate with the Lender for the purpose of accessing the Facility and Services;
- 1.16. The word **"Customer"** shall include the masculine and the feminine gender as well as juristic persons;
- 1.17. The word **"party"** or **"parties"** shall mean the **Borrower** or the **Lender** or Both;
- 1.18. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.19. **"You"** or **"your"** means the **Customer** and includes your personal representatives assignees successors or heirs in Title;
- 1.20. Reference to the masculine gender shall include reference to the female gender and vice versa;
- 1.21. **"writing"**, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.22. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

2. ACCEPTANCE OF THE TERMS AND CONDITIONS:

- 2.1. Before using, applying, utilising, querying or accessing the System and Service you should carefully read and understand these Terms and Conditions which will govern the provision, use, operation and management of the System and Services.
- 2.2. If you do not agree with these Terms and Conditions, please confirm your rejection of the acceptance of these Terms and Conditions by failing to provide your National Identification Number to the System.



- 2.3.** You will be deemed to have read, understood, accepted and agreed to be bound to these Terms and Conditions:-
- 2.3.1. upon replying with your National Identification Number through the System requesting you to confirm that you have read, understood and agreed to abide with these Terms and Conditions; and/or
 - 2.3.2. by using or continuing to use and operate the Service
- 2.4.** By using and applying to access the Service with the Lender you agree to comply with and be bound by these Terms and Conditions for the time being and from time to time in force governing the operation, use and access of the Service and you affirm that these Terms and Conditions herein are without prejudice to any right that the Lender may have with respect to the Service in law or otherwise.
- 2.5.** These Terms and Conditions may be amended or varied by the Lender from time to time and the continued use, access, enjoyment of the Service constitutes your agreement to be bound by these Terms and Conditions or any such amendment, addition, deletion or variation.
- 2.6.** You acknowledge and accept that the Lender shall avail and offer the Service only by electronic means via the System.
- 2.7.** You hereby agree and authorize the Lender to obtain, procure, get, verify, and or validate your Personal Information contained in the IPRS from the Government of Kenya and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Lender.
- 2.8.** You hereby agree and authorize the Lender to obtain, procure, get, verify and or validate your Mobile Number related information held by any Mobile Network operator licenced to operator within the Republic of Kenya and further agree and consent to the disclosure and provision of such Mobile Number related information by the Mobile Network Operator to the Lender.
- 2.9.** The Lender may make additions, alterations, modifications, and or deletions to these Terms and Conditions from time to time of which notice may be given to you by way of Short Messaging Service (SMS) and shall be binding upon you as fully as if the same were contained in these Terms and conditions.

3. FACILITY AND ADVANCES

- 3.1.** The Customer acknowledges that the Lender shall appraise his or her Mobile Loan according to the Lender's loan appraisal and vetting processes and that the Lender reserves the right, at its sole discretion, and without assigning any reason to approve or decline your application for a Mobile Loan.
- 3.2.** Subject to approval of the Mobile Loan requested or sought by you, the Lender shall lend and disburse to you an amount to be determined by the Lender in its sole discretion subject to a minimum amount of Kenya Shillings Five Hundred only (KShs 500.00/=) and a maximum amount Kenya Shillings Five Hundred Thousand only (KShs 500,000.00/=) or the Credit Limit.
- 3.3.** The Customer acknowledges, consents and authorises the Lender to utilise the proceeds of the Mobile Loan to pay and settle any amounts, advances, loans and Mobile Loans due and outstanding from the Customer.
- 3.4.** The proceeds of the Mobile Loan shall be credited into your Account subject to any deductions on account of applicable Credit Charge, fees, expenses, taxes and or duties.
- 3.5.** In consideration of the Lender granting you the Mobile Loan, you shall pay a Credit Charge as may be determined by the Lender which shall be paid together with the Mobile Loan on the Repayment Date.



- 3.6. You shall pay to the Lender any charges, fees, expenses, taxes, duties, impositions and expenses incurred by the Lender in complying with your Mobile Loan request.
- 3.7. You hereby expressly give consent to PostBank to recover all monies due from you that you will not have settled on the Repayment Date from your Account in the first instance or from any other source of your income or assets.
- 3.8. The Lender reserves the right to vary the terms of the Mobile Loan including the credit charge and or fees payable thereon from time to time.
- 3.9. The Customer agrees that the Lender shall provide various Services defined in Schedule A of these Terms and Conditions with varying fees, charges, expenses and amounts which the Lender shall provide, avail and grant access to you at its sole discretion.
- 3.10. The Lender grants the Mobile Loan or part thereof to the Customer subject to:
 - 3.10.1. the availability of funds;
 - 3.10.2. there being no change in applicable law or regulation or existing requirements of, or new requirements being imposed by any governmental, fiscal, monetary, regulatory or other authority the result of which in the sole opinion of the Lender is to increase the cost to the Lender of funding, maintaining or making available the Service (or any undrawn amount thereof);
 - 3.10.3. no Event of Default having occurred and no event having occurred which, with the giving of notice and/or lapse of time and/or upon the Lender making the relevant determination, would constitute an Event of Default; and
 - 3.10.4. The Customer's compliance with these Terms and Conditions.

4. REPAYMENTS

- 4.1. The Customer shall pay the Mobile Loan together with the Credit Charge to the Lender with equated monthly repayments or instalments by way of cleared funds on each Repayment Date.
- 4.2. The Customer consents and hereby grants and gives authority to PostBank to deduct any or all sums due and owing to the Lender for the Mobile Loan from his Account unless otherwise agreed and advised by the Lender in its sole discretion.
- 4.3. All payments made by the Customer and received by the Lender in respect of the Mobile Loan shall be credited and receipted towards payment of the Mobile Loan only when such payments shall be received in cleared funds.

5. FEES, COMMISSIONS, CHARGES, COSTS, EXPENSES AND INSURANCE

- 5.1. The Customer shall indemnify the Lender forthwith upon demand for any costs, expenses, charges and or fees incurred by the Lender in taking any steps to obtain payment of monies due and owing to the Lender under this Agreement including costs of an advocate, auctioneer, court process server or any other agent appointed by the Lender to collect such monies that are due and owing from the Customer;
- 5.2. The Customer shall indemnify the Lender upon demand for any expenses, costs, fees and or charges that the Lender shall incur for the establishment of any Security that the Lender shall require for the Mobile Loan;



- 5.3. The Lender shall at its sole discretion procure, get and obtain Credit Life Insurance and Personal Accident Insurance for the Customer for sums and monies lent and advanced to the Customer which the Customer shall repay over periods exceeding one month;
- 5.4. The Customer expressly consents and gives the Lender the authority to provide their personal information and data to the Insurer for the purposes of procuring and obtaining the Credit Life Insurance and Personal Accident Insurance;
- 5.5. The Lender shall apply and utilise any funds or remittances received with respect to the Credit Life Insurance towards the full settlement of the Customer's Mobile Loans;
- 5.6. The Customer shall forthwith notify the Lender of any circumstance or event that may or shall give rise to claims under the Personal Accident Insurance and Credit Life Insurance;
- 5.7. The Lender shall pay and release any funds or remittances received with respect to the Personal Accident Insurance to the Customer upon receipt of such funds or remittances from the Insurer and provision of all the documents and information required from the Customer;
- 5.8. The Lender may effect payment of all fees, expenses and other sums due and payable by the Customer under the above clauses out of, and by deduction from, the Mobile Loan.

6. CUSTOMER'S RESPONSIBILITIES AND OBLIGATIONS

- 6.1. The Customer shall:
 - 6.1.1. At his own expense provide and maintain in safe and efficient operating order his mobile phone necessary for the purpose of accessing the System and the Services.
 - 6.1.2. Be responsible for charges due to any service provider providing him with connection required and necessary to access the System and Services and the Lender shall not be responsible for losses or delays caused by any such service provider.
 - 6.1.3. Follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Lender concerning the use of the System and Services.
 - 6.1.4. Be solely responsible for the safekeeping and proper use of his PIN and keeping it secret and secure. The Lender shall not be liable for any disclosure of the PIN to any third party and you hereby agree to indemnify and hold the Lender harmless from any losses resulting from any use or access of the System or Services resulting from such disclosure.
- 6.2. The Customer shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, the Customer shall ensure that all communications from the Lender are examined and checked by him or on his behalf as soon as practicable after receipt by him in such a way that any unauthorized use of and access to the System will be detected.
- 6.3. The Customer shall immediately inform and contact the Lender through its available communication channels in the event that:
 - 6.3.1. He has reason to believe that his PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
 - 6.3.2. He has reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.



- 6.4. The Customer acknowledges that any failure on his part to follow the recommended security procedures may result in a breach of his confidentiality. In particular, the Customer shall ensure that the Services are not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.
- 6.5. The Customer warrants and agrees that he shall not at any time operate or use the Services in any manner that may be prejudicial to the Lender.

7. CONTINUING SECURITY

- 7.1. The Security (if any) held by the Lender in respect of the Customer's obligations under this Agreement together with any security held by the Lender in respect of the Customer or which may hereafter be held will secure all monies and liabilities which shall from time to time be due and owing or incurred to the Lender by the Customer whether actually or contingently.
- 7.2. If there is any conflict between these Terms and Conditions and a subsequent Charge or Mortgage or other Security the provisions of that subsequent Security shall prevail.

8. EVENTS OF DEFAULT

- 8.1. The Lender shall not be obliged to advance the Mobile Loan or, where the Mobile Loan has been advanced, may demand immediate payment of all amounts owed under this Agreement in the event that:
 - 8.1.1. The Borrower fails to pay any sum payable hereunder on the Repayment Date.
 - 8.1.2. The Borrower fails to perform and observe any of its obligations under this Terms and Conditions.
 - 8.1.3. The Lender has reason to believe that the Customer is, or is likely to become, insolvent or have committed an act of bankruptcy.

9. CREDIT REFERENCE BUREAUS

- 9.1. The Customer hereby expressly authorises the Lender to solicit, query, search, conduct, carry out and perform credit checks with, and/or obtain the Customer's credit information, or such other information, from any or all licensed Credit Reference Bureaus, with respect to this Agreement, and/or the Lender maintaining a Mobile Loan for the Customer.
- 9.2. The Customer hereby expressly consents, allows and authorises the Lender to disclose, advise, exchange and communicate the details pertaining to the Customer's Mobile Loans to Credit Reference Bureaus (CRBs) and other Credit Providers.
- 9.3. The Customer authorises the Lender to obtain any information that it may require relating to the Mobile Loan from credit providers, and from any other source to which the Lender may apply, each source being hereby authorised by you to provide the Lender with such information.
- 9.4. The Customer hereby undertakes to notify the Lender immediately of any situation, event, occurrence and/or circumstance, which materially changes the provision, use, operation and management of the Mobile Loan or Service.

10. EXCLUSION OF LIABILITY

- 10.1. The Lender will endeavour to do its utmost to ensure that there are no delays or failures in offering the Mobile Loan. However, the Lender shall not be liable for any loss suffered by you due to, as a result of, or in connection with



failures that may arise as a result of inefficiencies caused by the Mobile Phone Network providers or which are occasioned by strikes, riots or civil unrest, breakages, fire, unforeseen commercial delays, acts of God or permission requirements or licences that are required from Mobile Phone Network Providers.

10.2. You hereby expressly consent to waive any claim against the Lender for delays or failures to offer the Services due to any or all of the causes and events mentioned in 10.1 above.

11. TERMINATION

11.1. The Lender may at any time, upon notice to you, terminate or vary its provision of the Services to you and in particular, but without prejudice to the generality of the foregoing, the Lender may cancel the Credit Limit which it has granted and require the repayment of outstanding Mobile Loans resulting therefrom within such time as the Lender may determine.

11.2. Without prejudice to the Lender's rights, the Lender may at its sole discretion suspend, decline, refuse or reject your Request or close and suspend your access to the System and Services:

11.2.1. If you use the System or Service for unauthorized purposes or where the Lender detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;

11.2.2. If your Account or agreement with the PostBank is terminated, frozen, cancelled, closed and/or suspended for whatever reason;

11.2.3. If the Lender is required or requested to comply with an order or instruction of, or a recommendation from, the government, court, regulator or other competent authority;

11.2.4. If the Lender reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any Mobile Loan amount due from you where applicable);

11.2.5. Where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;

11.2.6. To facilitate update or upgrade to the contents or functionality of the System or Services from time to time;

11.2.7. Where you remain inactive for any period of time determined by the Lender in its reasonable discretion; or

11.2.8. If the Lender decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.

11.2.9. If you have had a current or past listing with Credit Reference Bureau for a Non- performing account with any institution.

11.3. Termination shall however not affect any accrued rights and liabilities of either party.

12. NOTICES AND COMMUNICATION

12.1. The Lender shall send information and communication concerning the use and/or access of the Service via Short Messaging Service (SMS) or writing to you through your mobile phone registered on the System.



12.2. You acknowledge, accept and confirm that you have no claim against the Lender for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication information pertaining to use of the Service.

12.3. All notices made by the Customer to the Lender shall be in writing.

13. GOVERNING LAW

13.1. This Agreement shall be governed by the laws of Kenya and the parties agree to submit disputes arising out of or about this Agreement to the courts in Kenya.

14. COMMUNICATION

14.1. The Customer can raise or lodge a complaint, dispute or claim in person, in writing, by post, fax, email through the following channels:

Email: credit@fincredit.co.ke
Telephone: 0718425040/0736425040
Postal Mail: P.O. Box 101267 – 00101 Nairobi
Office: Methodist Ministries Centre,
Oloitoktok Road
1st Floor Block A

15. MISCELLANEOUS

15.1. No indulgence by the Lender in respect of any of its rights hereunder will operate as a waiver of its said rights nor will it constitute a novation thereof.

15.2. The Customer acknowledges that no representations or inducements to enter this Agreement have been made whether orally or otherwise other than those specifically referred to herein.

15.3. No failure on the part of any party to exercise, or delay on its part in exercising, any right, power or remedy provided by this Agreement or by law shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further or other exercise of that, or any other, right, power or remedy.

15.4. If any provision or part of a provision of this Agreement shall be, or be found by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.



SCHEDULE A

The Lender shall offer the following products differentiated by amounts, pricing, charges, fees and expenses to the Customer subject to the Customer being eligible for each product based on the Lenders assessment and at the sole discretion of the Lender to offer each or any of the products to the Customer.

This Schedule forms part of the Terms and Conditions governing the use, access and availability of the System and Services to the Customer from the Lender and shall be read and interpreted alongside the other Terms and Conditions.

| Product | Tenure (Months) | Minimum Amount (KShs) | Maximum Amount (KShs) | Credit Charge (per month) |
|-------------|-----------------|-----------------------|-----------------------|---------------------------|
| One Month | 1 | 500 | 30,000 | 10% |
| Six Months | 6 | 1,000 | 100,000 | 5% |
| One Year | 12 | 5,000 | 300,000 | 3.5% |
| Two Years | 24 | 5,000 | 300,000 | 3.5% |
| Three Years | 36 | 5,000 | 500,000 | 3.5% |