



## ADLER CAPITAL LIMITED SOFT LOANS

### TERMS AND CONDITIONS.

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#### 1. THE AGREEMENT

1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to the soft loan Services (as hereinafter defined) opened by you (as hereinafter defined) with the Company (as hereinafter defined).

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

1.3 The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer and the Company once accepted by both parties.

1.4 "We," "our," and "us," means the Company and includes its successors in title and assigns;

1.5 "You" or "your" means the Customer and includes your personal representatives, assigns and heirs;

1.6. The word "Customer" shall include both the masculine and the feminine gender as well as juristic persons;

1.7. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.8. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

#### 2. DEFINITIONS

2.1. In these Terms and Conditions the following words and expressions (save where the context requires otherwise) bear the following meanings:

2.1.1. "**Company**" means Adler Capital Limited Company of Kenya incorporated in Kenya as a limited liability company under the Companies Act (Chapter 486 of the Laws of Kenya) and duly licensed as a Company under the Companying Act (Chapter 488 of the Laws of Kenya) and includes subsidiaries of the Company as may from time to time be specified by the Company to you;

2.1.2. "**Credit Reference Bureau**" means a credit reference bureau duly licensed under the Companying Act pursuant to the Companying (Credit Reference Bureau) Regulations, 2008 to inter alia, collect and facilitate the sharing of customer credit information;

- 2.1.3. **“Customer”** means the person in whose name the soft loan accounts with the Company is existing;
- 2.1.4. **“Contact Centre”** means the Customer Care Centre or Adler Capital Limited Company Branches as may be notified to the Customer by the Company from time to time;
- 2.1.5. **“E-Money”** means the electronic monetary value depicted in your mobile money account representing an equal amount of cash;
- 2.1.6. **“Equipment”** includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access mobile network;
- 2.1.7. **“IPRS”** means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons;
- 2.1.8. **“Immediate payment”** means voluntary instant repayment of loan advanced before the due date.
- 2.1.9 **“Company Account”** means the account held and operated in the Company by aAdler Capital Limited
- 2.1.10. **“Addlerapp”** means the money transfer platformand payments service provided by Adler Capital Limited Company;
- 2.1.11. **“Addlerapp System”** means the system operated by Adler Capital Limited Company for the provision of the Mobile Companying Service using the Mobile Networks;
- 2.1.12. **“ Addlerapp Password ”** means your personal identification number being the secret code used to access and operate the Addlerapp System and your mobile loan account;
- 2.1.13. **“Addlerapp Subscriber”** means any person registered to use the Addlerapp System to send or receive money or make payments;
- 2.1.14. **“Mobile Lending Service”** means the service offered by the Company to borrow and repay loans through mobile phone;
- 2.1.15. **“Loan Auto recovery”** means automated recovery of the loan advanced from the customer account on the due date.
- 2.1.16 **“Mobile Loan Menu”** means the loan menu on the Addlerapp System;
- 2.1.17. **“Mobile loan account”** means a loan account opened and operated in accordance with the terms and conditions herein contained;
- 2.1.18 **“Mobile loan”** means the loan facility advanced by the Company.
- 2.1.19 **“Network”** means the mobile cellular network operated by various mobile networks;
- 2.1.20. **“Request”** means a request or instruction received by the Company from you or purportedly from you through the Network and the System and upon which the Company is authorized to act;

2.1.21. **“Late Repayment Penalty”** means penalty charged on any outstanding loan amount after the due date;

2.1.22. **“Services”** shall include any form of Companying services or products that the Company may offer you pursuant to this Agreement and as you may from time to time subscribe to and “Service” shall be construed accordingly;

2.1.23. **“SIM Card”** means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the Addlerapp System;

2.1.24. **“SMS”** means a short customized message service consisting of a text message transmitted from one mobile phone to another;

2.1.25. **“System”** means the Company’s electronic Companying and communications software enabling the Customer to communicate with the Company for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the Addlerapp System;

2.1.26. **“Transaction Fees”** includes the interest fee, processing fees, penalty fee and any other fees and charges payable for the use of the Services as published by the Company on the Company’s website and/or the daily newspapers in Kenya or by such other means as the Company shall in its sole discretion determine.

2.1.27. **“Credit Limit”** means the maximum pre-approved amount that a customer can borrow on this service.

### **3. ACCEPTANCE OF THE TERMS AND CONDITIONS**

3.1. Before applying to open the Mobile loan via the Addlerapp System you should carefully read and understand these Terms and Conditions which will govern the use and operation of the mobile loan account.

3.2 If you do not agree with these Terms and Conditions, Please click “No” on the Mobile loan Menu.

3.3 You will be deemed to have read, understood and accepted these Terms and Conditions:-

3.3.1 Upon clicking “Yes” option on the mobile loan Menu requesting you to confirm that you have read and accepted the Terms and Conditions as stated in the website [www.AdlerCapital.co.ke](http://www.AdlerCapital.co.ke) and/or addlerapp.co.ke or as attached.

3.3.2 Upon registration of a mobile loan account and/or by using or continuing to use and operate the mobile loan account.

3.4. By applying to open the mobile loan account with the Company, 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 of the Mobile loan account and you affirm that these Terms and Conditions herein are without prejudice to any right that the Company may have with respect to the mobile loan account in law or otherwise.

3.5. These Terms and Conditions may be amended or varied by the Company from time to time and the continued use of your mobile loan account constitutes your agreement to be bound by the terms of any such amendment or variation.

3.6. You acknowledge and accept that the Company offers the mobile loan account only electronically and you agree to do business with the Company and to operate the mobile loan account only by electronic means via the mobile loan menu on the Addlerapp System. Any query and complaint you may have relating to the Services shall be addressed to the Company through the Contact Centre. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the services pertaining to the mobile loan account at any branch or branches of the Company unless otherwise advised by the Company in its sole discretion. You further acknowledge and accept that the Contact Centre is not a branch of the Company or the Company's agent for purposes of conducting Companying business or transactions and that it will not act as such.

#### **4. APPLYING FOR MOBILE LOAN ACCOUNT**

4.1. In order to apply for a mobile loan with the Company, you must be at least 18 years old, a registered and active mobile subscriber with a mobile service provider with which the Company has an agreement with for the provision of this service. The Company reserves the right to verify with the IPRS the authenticity of your details.

4.2. You may apply for a mobile loan account solely by way of an electronic application made by you using your equipment via the mobile loan menu on the Addlerapp System.

4.3. You hereby agree and authorize the Company to request IRPS for your personal information held by IPRS pursuant to the agreement between you and Adler Capital Limited Company for the provision of Mobile Companying products and services and Companying Service including your phone number, name, date of birth, ID or Passport Number and such other information that will enable the Company to identify you and comply with the regulatory "Know Your Customer" requirements (together the "Personal Information"). You also hereby agree and authorize the Company to request IPRS for information relating to your ID as the Company shall require for purposes of providing you the Services. You hereby consent to the disclosure of the Personal Information by IPRS to the Company and to the aforesaid use of the Personal Information by the Company.

4.4. You hereby agree and authorize the Company to obtain and procure 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 Company.

4.5. You hereby further acknowledge and authorize the Company to verify your Personal Information received from Mobile Network pursuant to Clause 4.3 against the information received from the Government of Kenya in your respect as contained in the IPRS.

4.6. The Company reserves the right to request for further information from you pertaining to your application for a mobile loan account at any time. Failure to provide such information within

the time required by the Company may result in the Company declining to accept your application for a Mobile loan account.

4.7. Acceptance by the Company of your application for a mobile loan shall be done via SMS sent to the mobile phone number associated with your Company account.

4.8. The Company reserves the right to decline your application for a mobile loan account or to revoke the same at any stage at the Company's sole discretion and without assigning any reason or giving any notice thereto.

## **5. MOBILE LOAN ACCOUNT**

As a registered Company account holder and a Addlerapp Subscriber, you may, subject to these terms and conditions, apply for a mobile loan account using the mobile loan menu on your equipment and/or to borrow money from the Company as follows:

5.1. As a holder of a mobile loan account and having received a confirmation message bearing your credit limit, you may, subject to these terms and conditions apply for a loan using the request loan menu on your equipment. The transaction fees payable to mobile network for transactions effected in respect of your Account from time to time will apply to any transactions effected in respect of your mobile loan account using the Addlerapp System.

5.2. Where you apply for a loan from the Company, your application shall be appraised according to the applicable loan appraisal processes of the Company. The Company reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.

5.3. Subject to approval of your application for a loan, the Company shall disburse to you a loan of an amount to be determined by the Company in its sole discretion subject to a minimum amount of Kenya Shillings One Thousand (Kshs.1,000/=) and a maximum amount of Kenya Shillings One Hundred Thousand (Kshs. 100,000/=) or such other minimum or maximum amount as the Company may from time to time in its sole discretion determine (the "Loan").

5.4. The proceeds of the Loan shall be credited into your Company Account subject to any deductions on account of applicable transaction fees, taxes and interest charge.

5.5. You shall repay the loan within thirty (30) or (4 weeks )calendar days of the date of disbursement of the loan.

5.6. In consideration of the Company granting you the loan, you shall pay a monthly interest charge of 1.5% and a one off processing fee of 6% on the loan amount. The transaction fees shall be added to your loan amount and shall be due for payment when repaying the loan. The transaction fees are subject to change at any time at the Company's sole discretion; you shall be required to check on loan calculation every time before applying for your loan.

5.7. You shall make all payments due from you to the Company in respect of the loan and transaction fees using the mobile loan service and the Addlerapp system only unless otherwise agreed by the Company in its discretion.

5.8. In the event that you do not repay the loan in full within thirty (30) calendar days of the date of disbursement of the loan, the Company will automatically roll over any outstanding amount in

respect of the loan for a further period of thirty (30) calendar days until the loan is repaid in full. A monthly roll over charge of 6% will be charged on monthly basis for any outstanding loan amount.

5.9. The Company shall be entitled to terminate **your** agreement and cancel your loan limit in accordance with the provisions of Clause 13 without prejudice to any of its rights accruing hereunder if you fail to repay the Loan and/or the transaction fees due thereon within thirty (30) calendar days of the disbursement of the loan.

5.10. The Company shall utilize funds in any of the accounts opened and operated by you to offset any amounts outstanding and due from you to the Company in respect of your mobile loan account. You hereby agree and confirm that the Company is entitled in its discretion to prevent or restrict you from withdrawing in whole or in part the funds in your Company account for so long as and to the extent of the amount outstanding in respect of your mobile loan without the Company giving any notice to you and/or without incurring any liability to you whatsoever in that connection.

5.11. The Company reserves the right to vary the terms of the loan including the fees payable thereon from time to time having regard to the prevailing rules and regulations of the Central Company of Kenya and the policies of the Company.

5.12. The Company shall have a right of lien and set off over funds held by you in any other account(s) held by you in the Company.

5.13. You hereby expressly consent and authorize the Company to disclose, respond, advise exchange and communicate the details or information pertaining to your mobile loan account to Credit Reference Bureaus as required under the Companying Act or any other regulatory body.

## **6. FEES**

6.1. You hereby agree to pay all transaction fees payable in connection with your use of the mobile loan services.

6.2. You shall pay to the Company and the Company is entitled deduct from your Company account (without further reference to you):

6.2.1. any transaction fees payable in respect of the Services;

6.2.2. any legal charges including advocate and client costs incurred by the Company in obtaining legal advice in connection with your mobile loan account and your dealings with the Company or incurred by the Company in any legal, arbitration or other proceedings arising out of any dealings in respect of your mobile loan account; and

6.2.3. all other fees, expenses and taxes, duties, impositions and expenses incurred in complying with your requests.

6.3. You hereby agree to pay costs charges and expenses incurred by the Company in obtaining or attempting to obtain payment of any loan owed under your mobile loan account.

## **7. STATEMENTS**

7.1. You may request for a statement or activity report in respect of your mobile loan account from the Company.

7.2. The loan account statement shall provide details of the last 5 (five) transactions or such other number of transactions as determined by the Company.

7.3. You may obtain printed mobile loan account mini Statements or a printed Company statement pertaining to your mobile loan account from the Company's branches. You shall be responsible for the payment of any charges levied by the Company for such printed statements.

7.4. Save for a manifest error, a mobile loan account mini statement or Company statement issued to you aforesaid in respect of your mobile loan account shall be conclusive evidence of the transactions carried out on your mobile loan account for the period covered in the mobile loan account mini statement and/or Company statement.

## **8. IRREVOCABLE AUTHORITY OF THE COMPANY**

8.1. it's your sole responsibility to familiarize yourself with the operating procedures for the service. The Company will not be liable for any losses incurred as a result of your errors either of commission and/or omission.

8.2 You hereby irrevocably authorize the Company to act on all Requests received by the Company from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.

8.3. If you request the Company to cancel any transaction or instruction after a Request has been received by the Company from you, the Company may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.

8.4. The Company shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Company believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.

8.5. The Company is authorized to effect such orders in respect of your mobile loan account as may be required by any court order or competent authority or agency under the applicable laws.

8.6. In the event of any conflict between any terms of any Request received by the Company from you and these Terms and Conditions, these Terms and Conditions shall prevail.

## **9. CUSTOMER'S EQUIPMENT AND CUSTOMER'S RESPONSIBILITIES**

9.1. You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the System and the Services.

9.2. You shall be responsible for ensuring the proper performance of your Equipment. The Company shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall the Company be responsible for any computer virus or related problems that may be associated with the use of the System, the Services and the Equipment. You shall be responsible for

charges due to any service provider providing you with connection to the Network and the Company shall not be responsible for losses or delays caused by any such service provider.

9.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Company concerning the use of the System and Services.

9.4. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your Addlerapp PIN secret and secure. You shall ensure that your Addlerapp PIN does not become known or come into possession of any unauthorized person. The Company shall not be liable for any disclosure of your Addlerapp PIN to any third party and you hereby agree to indemnify and hold the Company harmless from any losses resulting from any Addlerapp PIN disclosure.

9.5. You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from the Company are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.

9.6. You shall immediately inform the Company through the Contact Centre and by use of company's current email in the event that:

9.6.1. You have reason to believe that your Addlerapp PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or

9.6.2. You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently inputted or compromised.

9.7. You shall at all times, follow the security procedures notified to you by the Company from time to time or such other procedures as may be applicable to the Services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your mobile loan account's confidentiality. In particular, you 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.

9.8. You shall not at any time operate or use the Services in any manner that may be prejudicial to the Company.

## **10. EXCLUSION OF LIABILITY**

10.1. The Company shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within the Company's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorism or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

10.2. The Company will not be liable for any losses or damage suffered by you as a result of or in connection with:-

10.2.1. Unavailability of sufficient funds in your mobile money account, and/or in your Company Account;

10.2.2. Failure, malfunction, interruption or unavailability of the System, your Equipment, the Network, Addlerapp System and/or mobile loan service;

10.2.3. the money in your Company Account being subject to legal process or other encumbrance restricting payments or transfers thereof;

10.2.4. Your failure to give proper or complete instructions for payments or transfers relating to your mobile loan Account;

10.2.5. Any fraudulent or illegal use of the Services, the System and/or your Equipment; or

10.2.6. Your failure to comply with these Terms and Conditions and any document or information provided by the Company concerning the use of the System and the Services.

10.3. If for any reason other than a reason mentioned in subparagraphs 10.1 or 10.2, the Services are interfered with or unavailable, the Company's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.

10.4. Save as provided in subparagraph 10.3 the Company shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.

10.5. Under no circumstances shall the Company be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Company.

10.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

## **11. INTELLECTUAL PROPERTY RIGHTS**

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that the Company provides to you through the System or otherwise are vested either in the Company or in other persons from whom the Company has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Company.

## **12. INDEMNITY**

12.1. In consideration of the Company complying with your instructions or Requests in relation to the mobile loan account, you undertake to indemnify the Company and hold it harmless against any loss, charge, damage, expense, fee or claim which the Company suffers or incurs or sustains thereby and you absolve the Company from all liability for loss or damage which you may sustain from the Company acting on your instructions or requests or in accordance with these Terms and Conditions.

12.2. The indemnity in clause 12.1 shall also cover the following:

12.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against the Company or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Company's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Company.

12.2.2. Any loss or damage that may arise from your use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.

12.2.3. Any unauthorized access to your mobile loan account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.

12.2.4. Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Company as a consequence of any breach by these Terms and Conditions.

12.2.5. Any damages and costs payable to the Company in respect to any claims against the Company for recompense for loss where the particular circumstance is within your control.

### **13. TERMINATION**

13.1. The Company may at any time, terminate or vary its business relationship with you and close your mobile loan account and in particular but without prejudice to the generality of the foregoing the Company may cancel credit limit which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Company may determine.

13.2. Without prejudice to the Company rights under clause 13.1, the Company may at its sole discretion suspend, decline loan application or close your mobile loan account:

13.2.1. If you use the mobile loan account for unauthorized purposes or where the Company detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;

13.2.2. If your Company Account or agreement with the Company is terminated for whatever reason;

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

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

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

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

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

13.2.8. If the Company 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.

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

13.3. You may close your mobile loan account at any time at any Adler Capital Limited Company Branch upon payments of all outstanding amounts owed to the Company.

13.4. If your mobile loan account has any credit balance at the time of its closure, we will return any such balance to you, less any applicable fees. If your mobile loan is in arrears at the time of closure of your mobile loan account, you agree to pay to us immediately all amounts you owe us.

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

13.6. If the Company receives notice of your demise, the Company will not be obliged to allow any operation or withdrawal from your mobile loan account by any person except upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

## **14. DISCLOSURE OF INFORMATION**

14.1. You hereby expressly consent and authorize the Company to disclose, receive, record or utilize your personal information or information or data relating to your mobile loan account and any details of your use of the Services:

14.1.1. to and from any local or interAdler Capital Limited law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;

14.1.2. to and from the Company's service providers, dealers, agents or any other company that maybe or become the Company's subsidiary or holding company for reasonable commercial purposes relating to the Services;

14.1.3. to a Credit Reference Bureau;

14.1.4. to the Company's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;

14.1.5. to Mobile Network in connection with the Mobile Money Service and the Services;

14.1.6. for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and

14.1.7. in business practices including but not limited to quality control, training and ensuring effective systems operation.

## **15. MISCELLANEOUS**

15.1. These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.

15.2. This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.

15.3. The Company may vary or amend at any time and without notice to you these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or pamphlets available at Company's branch outlets, in the daily newspapers, on the Company website and/or by any other means as determined by the Company and any such variations and amendments shall take effect immediately upon publication.

15.4. No failure or delay by either yourself or the Company in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

15.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

15.6. If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.

15.7. Any addition or alteration to these Terms and Conditions may be made from time to time by the Company and of which notice has been given to you by way of publication as provided in subparagraph 15.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

15.8 The Company may enter into agreement with commercial partners to provide complimentary services to you with some of our products and services, or that they will offer you their services on special terms. Our partners are solely responsible for their services and their terms and conditions will apply.

## **16. NOTICES**

16.1. The Company may send information concerning the mobile loan account via SMS to the mobile phone number associated with your Company Account.

16.2. You acknowledge that you have no claim against the Company for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the mobile loan account.

## **17. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION**

17.1. You may contact the Contact Centre to report any disputes, claims or mobile loan account discrepancies.

17.2. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

17.3. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

17.4. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.