

STANDARD TERMS AND CONDITIONS FOR THE SUBSCRIBERS OF 'LETSGO PESA' LOAN.

These Terms and Conditions for the use of LetsGo Pesa loan (the “Terms”) are formulated in order to provide you with better loan services, prevent risks inherent in the online transaction and specify the rights and obligations of the parties in the LetsGo Pesa transactions. You are advised to read the Terms carefully before using the LetsGo Pesa Loan product. If you have any questions, please feel free to contact Letshego at the nearest Letshego branch or on Telephone Number 0777084680, or email us on UG.info@letshego.com . By accepting these standard terms and conditions, you grant Airtel Mobile Commerce Uganda Limited (Airtel) permission and consent to share your personal data including National Identification Number (NIN) to a Credit Reference Bureau (GnuGrid BRB) for credit rating and scoring, and in the event of default, the same will be shared with Letshego for collection and recovery of such monies in arrears/default. These Terms and Conditions of LetsGo Pesa Loan may be varied and amended from time to time, hereinafter referred to as these “**Terms**”) and shall be legally binding on customers and Letshego Uganda Limited.

- (1) Before you apply for the LetsGo Pesa Loan, you are required to read the Terms carefully and understand relevant provisions hereof, and you have a right to seek sufficient explanation about the Terms that may not be clear to you. By applying for the LetsGo Pesa loan, YOU SHALL BE DEEMED TO HAVE CAREFULLY READ, UNDERSTOOD AND ACCEPTED THE TERMS AND AGREED TO BE BOUND THEREOF.
- (2) You acknowledge and accept that the Lender offers the Service only by electronic means via the **Airtel Mobile money drop-down/USSD menu**. Where these terms and conditions provide for the giving or issuing of any notice, consent, approval certificate or determination, the acceptance of these terms and conditions shall suffice.
- (3) All transactions under these terms and conditions shall be in Uganda shillings.

NOW THEREFORE You hereby covenant, undertake, warrant, represent and agree as follows: -

(4) **Definition.** For the purpose of these Terms and Conditions, the following definitions apply;

- a) “**Account**” means mobile money wallet, being e-value, the record of which is maintained by Airtel Mobile Commerce Uganda Limited in the customer’ name from time to time.
- b) “**Credit Limit**” means the maximum pre-approved **LETSGO PESA** that a subscriber can borrow from Letshego.
- c) “**Credit Reference Bureau**” means a credit reference bureau duly licensed and registered under the applicable laws of Uganda to *inter alia*, collect and facilitate the sharing of customer credit information;
- d) “**Customer/ Borrower**” means a client or customer whose name is registered in the Airtel money system with valid identification details and a registered mobile phone number;
- e) “**E-Money**” means the electronic monetary value depicted in an Airtel Money Account representing an equal amount of cash;

- f) **“LETSGO PESA”** means the loan facility which a customer requests and obtains from Letshego Uganda Limited through their registered and recognized MSISDN (mobile number).
- g) **“MSISDN”** means the Mobile Station International Subscriber Directory Number (Mobile Number) which is a unique number that identifies a mobile phone subscriber.
- h) **“Airtel Money menu”** means a menu that Airtel Money customers access after dialing the code *185# to initiate Airtel Money services and **“Airtel Money System”** means the Airtel Money platform through which the Airtel Money service can be accessed.
- i) **“System”** means the Lenders electronic lending and communication software enabling customers to communicate with the Lender for purposes of accessing the **LETSGO PESA**.
- j) **“Late repayment Charge”** means a charge that shall be levied upon a subscriber on any outstanding principal loan or roll over amounts which have become due but remain unpaid on the Repayment Date.
- k) **“Lender”** means Letshego Uganda Limited incorporated in Uganda as a limited liability company under the Companies Act 2012 as amended, and having its principal place of business at Plot 9, Wampewo Avenue.
- l) **“Repayment Date”** means the day that the **LETSGO PESA** instalment shall be due for repayment being thirty (30) calendar days from the date of disbursement of the Loan for subscribers.
- m) **“Request”** means a request or instruction received by Letshego from a client or customer through Airtel money drop-down menu and upon which the Lender is authorized to act;
- n) **“Mobile Money”** means the money transfer and payments service operated by Airtel Mobile Commerce Uganda Limited.
- o) **Penalty charge** shall be 10% of the outstanding balance unpaid by the subscriber of the **LETSGO PESA** after the repayment date.
- p) **“Interest” charge** shall be 10.5% of the **LETSGO PESA** for a duration of 30 days on subscriber disbursement.
- q) **“Airtel Money Services”** means all services available/accessed via Airtel Money menu;
- r) **“Mobile Money Provider”** means a Mobile Network Operator that has been duly authorized by the Central Bank of Uganda under applicable laws to offer Mobile Money Services in Uganda;
- s) **“Equipment”** means and shall include Customer’ mobile phone handset, SIM Card and/or other equipment which when used together enables a customer to access the **LETSGO PESA**.
- t) **“You”** or **“your”** means you (the customer) and includes the personal representatives, assigns and personal representatives of the Customer;
- u) The word **“Customer”** shall include the masculine and the feminine gender as well as juristic persons;
- v) Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- w) Any agreement or other document includes that agreement or other document as varied or replaced from time to time;

6. ACCEPTANCE OF THE TERMS AND CONDITIONS:

- 6.1. Customers warrant that instructions given in connection with these Services are accurate, adequate and complete. Unless customers have received our confirmation of receipt of such instructions, we shall not be deemed to have received such instructions. After receiving customers' instructions through these Services, we shall have the right to deduct relevant specified fees.
- 6.2. Customers understand and agree that, unless otherwise permitted by us and except where it is practicably possible, instructions sent by customers through Letsgo Pesa cannot be withdrawn or revoked. We can effect withdrawal or revocation only to the extent that we can practically do so (for example, permitted by the system), and we do not warrant successful withdrawal or revocation.
- 6.3. Upon operating and accepting Letshego's LETSGO PESA through Airtel money menu, you will be deemed to have read, understood and accepted to be bound by any laws governing the operation of these services and these terms and conditions as may be amended by Letshego from time to time on the Airtel menu, without prejudice to any rights that the Lender may have with respect to the Service.
- 6.4. Upon obtaining the **LETSGO PESA**, the CRB shall collect and use your NIN, and other relevant personal data for scoring you and undertaking basic KYC. By opting to use these Services, you consent to Airtel and its affiliates, and to the CRB's transmission, collection, retention, maintenance, processing and use of your data to determine credit scoring services or to improve Services and/or experience or conduct necessary Know your Customer measures while using **LETSGO PESA**.
- 6.5. You hereby consent that upon defaulting on your **LETSGO PESA** obligation, Airtel and the CRB shall transmit the collected data specifically your name, MSISDN and NIN to the Lender, who may use technical information about the Equipment and related software, hardware and peripherals for Services that are internet-based or wireless to collect and recover the loan in default. You consent to Letshego and it's affiliates' in the Republic of Botswana, and licensees' transmission, collection, retention, maintenance, processing and use of your data for collection and recovery purposes while your **LETSGO PESA** is in arrears.

7. LETSHEGO'S OBLIGATIONS TO AIRTEL SUBSCRIBERS WHO RECEIVE THE LETSGO PESA.

- a) To provide a platform on the Airtel Mobile money menu that permits subscribers to apply for the **LETSGO PESA**, Initiate, receive and repay loans, check outstanding loan balance and status, check eligibility to borrow and also obtain a Mini statement.
- b) To provide the **LETSGO PESA** at an interest of 10.5% for a duration of thirty (30) days.
- c) To rollover a **LETSGO PESA** that may be overdue for thirty (30) days at an extra charge of 10.5% from time to time. You consent to a rollover of the **LETSGO PESA** whenever it falls due after the initial 30 days.
- d) To Levy a charge over and above the interest and rollover facility of 10.5%

- e) To ensure proper recovery and collection controls in place to collect sums falling in arrears.
- f) To liaise with Airtel to recover from clients who are in default of more than thirty (30) days by providing the National ID, of the defaulting subscriber to Letshego.
- g) To liaise with Airtel to permit Letshego to recover up to 70% of the due amount whenever overdue client account receives a deposit on their Airtel wallet until such a time that the **LETSGO PESA** is settled.

8. PERSONAL INFORMATION

- a) The CRB shall verify information provided by you against the information held by the Airtel and other Mobile Money Providers in relation to your Mobile Money Account pursuant to the agreement between you and Airtel for the provision of its products and services and the Mobile Money Service.
- b) The information that the CRB may verify against the information held by the Mobile Money Providers includes (without limitation): your phone number, name, NIN, or any other such other information that will enable the CRB to rate and score your credit behavior, or the Lender to identify you for purposes of recovering the loan (together the “Personal Information”).
- c) Gnugrid shall verify information including, but not limited to, data relating to customer’ phone (including, without limitation, your phone’s history) from customer’ Equipment, from any SMS sent to you by the Mobile Money Providers and any financial services providers relating to customer’ use of the Mobile Money Service and such other information as the Lender shall require for purposes of providing you the Services (the “Relevant Information”).
- d) Gnugrid shall obtain and procure customer’ Personal Information and Relevant Information from customer’ respective Mobile Money Provider and you further consents to the disclosure and provision of such Personal Information by the Mobile Money Provider and further to indemnify and hold the Lender and the Mobile Money Provider harmless with respect to any claims, losses, liabilities and expenses (including legal fees and expenses) that may arise as a result of the disclosure and reliance on such Personal Information and/or Relevant Information.
- e) **Upon default**, LETSHEGO reserves the right to request for further information from Airtel pertaining to the customer’s loan at any time.

9. CUSTOMER’S RESPONSIBILITIES

- a) You shall be solely responsible for the safekeeping and proper use of customer’ Equipment and for keeping all Credentials secret and secure.
- b) The Lender shall not be liable for any disclosure of customer’ Credentials to any third party. You hereby agree to indemnify and hold Airtel, the Lender and the CRB harmless from any losses resulting from any disclosure of your private Credentials, especially the Airtel Money PIN.
- c) You consent to all charges due to any service provider extending to you a connection to the **LETSGO PESA** and Letshego shall not be responsible for losses or delays caused by any such service provider.
- d) You shall effect all payments in respect of the acquired **LETSGO PESA** debt, interest and any penalty that may arise as a result of breach of these terms.
- e) You shall not at any time operate or use the Services in any manner that may be prejudicial to the Lender.
- f) You shall take all reasonable precautions to detect any unauthorized use and access of the System and the Services undertaken using customer’ Equipment. To that end, you shall ensure that all communications from the Lender are examined and checked by you or on

customer' behalf as soon as practicable upon receipt in such a way that any unauthorized use of and access to the System will be detected.

- g) You shall immediately inform the Lender in the event that:
- I. You have reason to believe that your Credentials are or may be known to any person not authorized to know the same and/or have been compromised; and/or
 - II. You have reason to believe that unauthorized access and/or use of the Airtel Money system and services has or is about to occur, and/or a transaction may have been fraudulently input or compromised.

10. OPERATIONS.

- a) You acknowledge that the Lender shall appraise his or her **LETSGO PESA** request 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 customer' application for **LETSGO PESA**.
- b) Any charges, fees, expenses, taxes, duties, impositions and expenses incurred by the Lender in complying with customer' **LETSGO PESA** request shall be settled by the customer.
- c) The proceeds of the Loan shall be credited into your Airtel Money Wallet /Account.
- d) An interest of 10.5% of the principal sum disbursed shall automatically be added onto the **LETSGO PESA** after disbursement.
- e) Unless otherwise agreed and advised by the Lender at its discretion, all payments due in respect of the **LETSGO PESA** shall be made on the Repayment Date by following the **LETSGO PESA** menu in the Airtel Mobile money platform.
- f) You may also make an early payment of or prepay the **LETSGO PESA** in full or in part at any time before expiry of its term stated in the terms and Conditions.
- g) In the event that you wish to settle your **LETSGO PESA** fully or partially on dates earlier than the repayment date of the loan, you may make such early payment of or prepay the **LETSGO PESA** in full or in part at any time before expiry of its terms.
- h) Failure to pay the **LETSGO PESA** on the Repayment Date will lead to an automatic roll over of the loan for 30 more days for subscribers. The lender shall charge 10.5 % of the outstanding balance of **LETSGO PESA** to the subscriber as a result of the roll over.
- i) The Lender shall recover the **LETSGO PESA** due that you will not have settled on the Repayment Date through your Mobile Money Wallet regardless of the source and purpose of the funds on the wallet. This is called Auto-strike and it is to support you with meeting your obligation and to stop your loan from going into default.
- j) Any addition, alteration, modification or deletion to these Terms and Conditions which may be made from time to time by the Lender and of which notice may be given to you by way of Short Messaging Service or such other method that the Lender shall adopt and use to communicate with you shall be binding upon you fully as if the same were contained in these Terms and conditions.
- k) The Lender should at all material time immediately be notified of any situation, circumstance or event, which materially changes the provision, use, operation and management of the Loan, services or customer' access to the system.
- l) If as a result of overpayment of your **LETSGO PESA**, the Lender holds any money owing to you, you may issue a Request to the Lender for payment of such credit balance and the

Lender will return any such balance to you within a reasonable time, less any applicable fees, provided that such amount falls above the minimum transfer amounts specified by Airtel mobile money provider.

11. DEFAULT PROCEDURE

- a) LETSHEGO may engage the services of debt collectors for subscribers who have violated the repayment period after thirty (30) days. Airtel Mobile Commerce may provide the customer's data in order to allow LETSHEGO's collectors contact defaulting subscribers and to ensure that LETSHEGO meets its reporting obligations;
- b) Airtel may send out routine SMS reminders to defaulting customers and the lender will contact the defaulting customers to follow up on the payment of the unpaid **LETSGO PESA**

12. CREDIT REFERENCE BUREAU.

- a) The Lender shall solicit, query, search, conduct, carry out and perform credit checks with, and/or obtain the Customer's credit information, or such other information, from gnuGrid, with respect to these terms and conditions, and/or the Lender inquiring, maintaining or assessing an application for a loan facility for the customer.
- b) You hereby consent, allow and authorize the Lender to disclose, advise, exchange and communicate the details pertaining to your **LETSGO PESA** to gnuGrid.
- c) You authorize the Lender to obtain any information that it may require relating to any facility from credit providers, and from any other source to which the Lender may apply, each source being hereby authorized by you to provide the Lender with such information.

13. EXCLUSION OF LIABILITY

- a) The Lender and Airtel shall do their utmost to ensure that there are no delays or failures in offering the **LETSGO PESA**. However, they 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 unforeseeable circumstances like system failures 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 Network Operators.
- b) Any claim against Airtel or the Lender for delays or failures to offer the **LETSGO PESA** or respond to any Request made by you due to any or all of the causes and events mentioned in clause 13(a) above is hereby waived by your consent.

14. TERMINATION

- a) The Lender shall not be obliged to advance the **LETSGO PESA** or, where the **LETSGO PESA** has been advanced, may demand immediate payment of all amounts owed under this Agreement in the event that **you**: -
 - (1) Fail to pay any sum payable hereunder on the Repayment Date.
 - (2) Fail to perform and/or observe any of the obligations under the Agreement.Or where the Lender has reason to believe that customers are likely to become insolvent or have committed an act of bankruptcy.

- b) The Lender shall at any time, upon notice to you terminate or vary its business relationship with you and cease to offer you services 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 debts resulting from such credits within such time as the Lender may determine.
- c) Death of the borrower shall not extinguish his or her liability but it shall extend to the deceased's legal representatives. However, upon notice of such demise, the Lender will not allow new requests by any other party using the deceased's mobile number.

15. INDEMNITY

- a) In consideration of the Lender complying with customer' instructions or requests in relation to providing the services, You undertake to indemnify the Lender and hold it harmless against any loss, charge, damage, expense, fee or claim which the Lender suffers or incurs or sustains thereby and you absolve the Lender from all liability for loss or damage which you may sustain from the Lender acting on customers' instructions or requests or in accordance with these Terms and Conditions.
- b) The indemnity in clause a) shall also cover the following:
 - I. All demands, claims, actions, losses and damages of whatever nature which may be brought against the Lender 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 Lender'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 Lender.
 - II. Any loss or damage that may arise from customer' 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.
 - III. Any unauthorized access to customer's account/mobile wallet or any breach of security or any destruction or accessing of data or any destruction or theft of or damage to any of customer' Equipment.
 - IV. Any loss or damage occasioned by your failure 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 Lender as a consequence of any breach by these Terms and Conditions.
 - V. Any damages and costs payable to the Lender in respect of any claims against the Lender for recompense for loss where the particular circumstance is within clients' control.

16. NOTICES

- a) The Lender shall send information concerning the **LETSGO PESA** via Short Messaging Service (SMS) to customer' Airtel Money Account through customer' Mobile Number.

- b) You shall 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 pertaining to the **LETSGO PESA**.

17. COMPLAINTS HANDLING AND DISPUTE RESOLUTION

17.1. AMICABLE SETTLEMENT

Any dispute arising from the interpretation of this agreement or from its performance shall be amicably resolved by the parties through negotiations within a reasonable time but not later than thirty (30) days. At all times, we shall keep you updated on the progress of your complaint until final settlement.

17.2. NOTICE OF DISPUTE

Any dispute arising out of or in connection with this Agreement shall be communicated through SMS, phone call or written notice to the other Party clearly stating the nature of the dispute.

17.3. RESOLUTION OF DISPUTES

If the dispute is not resolved within the manner and time prescribed under clause 17.1, you may write to our regulators- the Central Bank of Uganda, and if such ,complaint remains unresolved, you may refer the dispute to a competent court of law which will have unlimited jurisdiction in matters pertaining to this agreement and product.

18. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with Laws of the Republic of Uganda for the time being in force.

19. ENTIRETY.

19.1. These terms and conditions constitutes the entire understanding between the Parties relating to the subject matter herein unless any representation or warranty made about these terms was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, promises, arrangement, correspondence negotiations or understandings whether oral or written, of any Party to this Agreement.

20. WAIVER.

No consent or waiver, express or implied, by any Party or any breach or default by any Party in its performance of its obligations hereunder or of any of the terms, covenants or conditions of these terms and conditions shall be deemed to be a consent or waiver of any subsequent or continuing breach or default in such Party's performance or in the terms, covenants and conditions of this Agreement.