



**LETSHEGO MICRO FINANCIAL SERVICES (NAMIBIA) (PTY) LTD**

(Incorporated in Namibia) Reg. No. 2016/0292

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**ADDENDUM TO LOAN AGREEMENT**

**WAIVER AND INDEMNITY FORM (USSD PLATFORM)**

1. This is an agreement between; **Yourself (“the client”) and LETSHEGO MICRO FINANCIAL SERVICES NAMIBIA (PTY) LTD (“Lender”)**

(The above parties agree to the following terms and conditions)

**2. TERMS AND CONDITIONS**

2.1 The words used in this addendum have the same meaning assigned to them in the Loan Agreement signed by the parties.

2.2 The terms and conditions in this addendum do not supplant the terms and conditions of the loan agreement signed between the parties and the terms and conditions in this addendum should be read in conjunction with the terms and conditions in the loan agreement signed by the parties.

2.3 Except as set forth in this addendum, the Loan agreement between the Client and Lender is unaffected and shall continue in full force and effect in accordance with its terms and conditions. If there is a conflict between this addendum and the agreement, the terms and conditions of the loan agreement shall prevail.

2.4 The Client consents to use Letshego Micro Financial Services Namibia (Pty) Ltd Namibia USSD platform to apply for a loan.

2.5 The Client acknowledges that USSD instructions are linked to their cellphone number specified by the Client to Letshego Micro Financial Services Namibia (Pty) Ltd and a confidential pin is provided to the Client. The Client undertakes to keep the pin confidential and not to share the pin with any other party.

2.6 The Client, with full knowledge of the risks associated with instructing by USSD, nevertheless requires the Lender to act on those instructions from time to time and wishes to waive any claim which the Client may have against the Lender against any fraud loss or damage the Client may suffer as a result of the Client using the USSD code; which waiver and indemnity the Lender accepts.

2.7 The Client acknowledges that he is the owner of the electronic mail (e-mail) address specified by the Client to Letshego Micro Financial Services Namibia (Pty) and undertakes to not share it with any other party.

2.8 The Lender shall deem any instruction received from the Client's email address specified in the loan agreement as legitimate instruction from the Client and the Client indemnifies the Lender from any fraud loss or damages or otherwise arising from such instruction.

2.9 The Client acknowledges that he/she shall be eligible to apply for a loan using the Letshego Micro Financial Services Namibia (Pty) Ltd USSD code and further warrants that he/she is gainfully employed at the time of applying for a loan via USSD.

2.10 The Client instructs Letshego Micro Financial Services Namibia (Pty) Ltd to honor transactions which are linked to the Client's cellphone number and pin, subject to the Lenders terms and conditions.

2.11 Letshego Micro Financial Services Namibia (Pty) Ltd shall on application by the Client for a loan via the USSD code, evaluate the Client's credit worthiness and shall opt to either approve or decline such application.

2.12 The Client will only be eligible for a loan via USSD code if such a client holds a Lets Go account, with Letshego Bank (Namibia) Limited in which the Lender will disburse the loan.

2.13 The Client acknowledges that in the event of the Client applying for a loan via USSD code, such loan will be governed by the terms and conditions of the loan agreement entered into by the Lender and the Client.

2.14 Upon approval of the Client's loan the borrower shall execute a loan schedule bearing a unique number. . The Client consents to receiving a loan schedule via their email as provided by him/her to the Lender in terms of the loan agreement.

2.15 In line with clause 2.13 above, the Client undertakes to collect an updated loan schedule from the Lender if for any reason the Client does not receive an updated loan schedule from the Lender within two business days from the date of transaction.

2.16 The Client acknowledges that he/she is lawfully indebted unto and in favor of the Lender for repayment of the Capital, as reflected in the loan schedule, together with interest and fees as accrued thereon and that the Capital shall be disbursed by the Lender into the Client's Lets Go Bank Account, the details of which the Client warrants are correct.

2.18 In line with clause 2.15 above the Lender shall within two (2) business day of receipt of the loan schedule contact the Lender in an event of a dispute with regard to the received loan schedule, thereafter the schedule is irrevocable.

2.19 The number of instalments reflected in the loan schedule are based on the presumption that payment of the instalments will be made in accordance with the Schedule. Any delay in the payment of any instalment may result in extra instalments in order to recover the interest and fees due to arrears and the Client hereby consents to the recovery of any amount due by way of additional instalments over and above the instalments as indicated on the Loan Schedule generated by the Lender.

2.20 If the Client has reason to believe that their mobile phone number /has been allotted to another person and/or there has been an unauthorized transaction on the account, the Client shall immediately within 24 hours inform the Lender by contacting the Lenders call centre on 061-2023500 or visiting the nearest branch of the Lender.

2.21 If the Client's mobile phone is lost or stolen, the Client shall immediately within 24 hours inform Lender. The Client indemnifies the Lender of any fraud loss or damage arising from lost or stolen mobile phone and any other unauthorized transactions. It remains the obligation of the Client to ensure the safety of their USSD channel login details.

2.22 The Client can only terminate their loan application applied for via the USSD channel within three business days after approval of the loan and undertakes to reimburse the Lender of the full capital amount disbursed within 48 hours after termination of application. Thereafter the agreement is irrevocable.

2.23 The Client further confirms that he/she was afforded the opportunity to read the loan agreement and the terms and conditions of this addendum, or have same read and explained to him in a language he /she understands, before same was concluded.