

## **LBF QUICK CASH TERMS AND CONDITIONS**

### **1. THE AGREEMENT**

- 1.1 This agreement sets out the complete terms and conditions (hereinafter called “Terms and Conditions”) which shall be applicable to the Momentum Credit Limited’s (hereinafter referred to as “MCL”) mobile lending platform.
- 1.2 These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

### **2. DEFINITIONS**

- 2.1 In these Terms and Conditions, the following words and expressions bear the following meanings:
  - 2.1.1 **“MCL”** means Momentum Credit Limited.
  - 2.1.2 **“Credit Reference Bureau”** means a credit reference bureau duly licensed to collect and facilitate the sharing of a borrower’s credit information.
  - 2.1.3 **“Borrower”** means the person at whose request MCL will advance a credit facility.
  - 2.1.4 **“Equipment”** means a borrower’s mobile handset and includes any other equipment which when used enables a borrower to access MCL’s online lending platform.
  - 2.1.5 **“Event of Default”** refers to the circumstances set out in Clause 10.5 of this Agreement.
  - 2.1.6 **“IPRS”** means the Integrated Population Registration System operated by the Ministry of Interior and Coordination of National Government of Kenya.
  - 2.1.7 **“LBF”** means Logbook Finance product.
  - 2.1.8 **“LBF Quickcash”** is an overdraft loan product that allows a borrower to access an additional loan amount equivalent to 50% of the borrower’s current LBF instalment amount to the maximum of Kshs. 50,000/-.
  - 2.1.9 **“Personal Information”** means any personal data relating to an identified or identifiable natural person and shall be considered Confidential Information and shall be afforded all the protections set forth in these Terms and Conditions.
  - 2.1.10 **“Products”** mean the various loan facilities offered by MCL.
  - 2.1.11 **“Request”** means a request and/or instruction received by MCL from a borrower or purportedly from a borrower through MCL’s online lending platform and upon which request, MCL is authorized to act.
  - 2.1.12 **“Services”** shall include any form of financial services or products that MCL may offer a borrower pursuant to this agreement and as a borrower may from time to time subscribe to and “service” shall be construed accordingly.
  - 2.1.13 **“Security Agreement”** constitutes the legal, valid, binding, and enforceable obligations of the borrower under the LBF and will continue to be effective security overall and every part of the secured asset.
  - 2.1.14 **“Secured Asset”** is the asset over which the loan facility is secured.
  - 2.1.15 **“SMS”** means a short message service consisting of a text message transmitted from one mobile handset to another.
  - 2.1.16 **“System”** means MCL’s electronic lending platform and communications software enabling a borrower to communicate with MCL for the purposes of these services.
  - 2.1.17 **“We, our or us”** mean MCL and include the successors and assigns of MCL.
  - 2.1.18 **“You or your”** mean the borrower and include the personal representatives of the borrower.
  - 2.1.19 **“USSD T&Cs”** mean these USSD Terms and Conditions.

- 2.1.20** The word borrower shall include both the masculine and feminine gender as well as the juristic persons.
- 2.1.21** Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.1.22** Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this agreement.

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

- 3.1** Before applying for MCL's products on our system, you should first carefully read and understand these Terms and Conditions which will govern the use and operation of our system and the products and services accessible thereof.
- 3.2** Thereafter, you will be required to register on our system.
- 3.3** By proceeding with registration, you are agreeing that you have read and understood these Terms and Conditions.
  - 3.3.1** Furthermore, you will be deemed to have read, understood, and accepted these Terms and Conditions by following through all the prompts and completing a transaction request on our system.
- 3.4** By accessing our system and completing a transaction request, you agree to comply with and be bound by these Terms and Conditions and you affirm that these Terms and Conditions are without prejudice to any right that MCL may have, with respect to the services or products offered, in law or otherwise.
- 3.5** The borrower acknowledges that he or she fully understands the provisions of this agreement and has entered it voluntarily for his or her own benefit.
- 3.6** By accepting these Terms and Conditions, you authorize MCL to assess your credit score including, but not limited to, accessing your credit history from a registered credit reference bureau.
- 3.7** These Terms and Conditions may be amended or varied by MCL from time to time and the completion of transaction requests and continued use of this service constitutes your agreement to be bound by the terms of any such amendment or variation.

### **4. REGISTRATION**

- 4.1** Our system requires that you register by creating an account with us to be able to access our various products.
- 4.2** You agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all other activities that occur on your equipment.
- 4.3** By signing up or otherwise using our system, you have read and understood our Terms and Conditions and agree to be bound by these Terms and Conditions.
- 4.4** You hereby agree and authorize MCL 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 MCL.
- 4.5** You hereby authorize MCL to access your credit information to assess your request and give MCL permission to subject your personal information to our robust credit scoring engine to ascertain your credit worthiness.
- 4.6** MCL reserves the right to request for further information from you pertaining to your application for MCL's services or products. Failure to provide such information within the time required by MCL may result in MCL declining to your request for a loan facility.

**4.7** Do not proceed to register on our system if you do not agree to these Terms and Conditions.

#### **5. FEES, CHARGES AND TAXES**

**5.1** You hereby agree to pay all fees, costs, taxes, and other charges payable in connection with your use of our system and/or incurred by MCL in obtaining or attempting to obtain settlement of any loan facility obtained herein including, but not limited to,

**5.1.1** Legal charges which may include advocate to client charges, costs, and expenses incurred in any legal, arbitration or other proceedings arising out of or connected with your loan account.

#### **6. BORROWER'S EQUIPMENT AND BORROWER'S RESPONSIBILITIES**

**6.1** You shall, at your own expense, maintain in safe and efficient operating order, your equipment for the purpose of accessing our system.

**6.2** You shall be responsible for ensuring the proper performance of your equipment. MCL shall neither be responsible for any errors or failures caused by any malfunction of your equipment, nor shall MCL be responsible for any computer virus or related problems that may be associated with the use of our system.

**6.3** You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your equipment. You shall ensure that your equipment does not come into the possession of an unauthorized person. MCL shall not be liable for any loss occasioned by any Third Party who comes into contact with your equipment.

**6.4** You shall immediately inform MCL, through the Customer Service via 0709434333, if you have reason to believe that your equipment has been used to complete a transaction fraudulently without your authorization. However, MCL shall not be liable for the said unauthorized infringement.

#### **7. EXCLUSION OF LIABILITY**

**7.1** MCL shall not be responsible for any loss suffered by you should the system be interfered with or be unavailable by reason of the failure of your equipment or any other circumstance not within MCL's control including, without limitation, force majeure or error, interruption, delay or non-availability of our system, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

**7.2** For clarity, MCL will not be liable for any losses or damages suffered by you because of or in connection with:

**7.2.1** Failure, malfunction, interruption, or unavailability of your equipment.

**7.2.2** Any fraudulent or illegal use of the online lending platform or your equipment.

**7.2.3** Your failure to comply with these Terms and Conditions provided by MCL in regard to use of our system.

#### **8. INTELLECTUAL PROPERTY RIGHTS**

**8.1** You acknowledge that the intellectual property rights on our system (and any amendments, upgrades, or enhancements thereto from time to time) and all associated documentation that MCL provides to you through the system or otherwise, are vested in MCL. 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 MCL.

## **9. YOUR REQUESTS**

- 9.1** All requests received from your equipment will be presumed to be executed by you.
- 9.2** You hereby irrevocably authorize MCL to act on all requests received by MCL from you through the system and to hold you liable in respect thereof.
- 9.3** MCL shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding that the request may have been initiated, sent, or otherwise communicated in error or fraudulently, and you shall be bound by any requests on which MCL may act on if MCL has in good faith acted in the belief that such instructions have been sent by you.
- 9.4** MCL may, in its absolute discretion, decline to act on your request wholly or partially pending further inquiry or further communication (written or otherwise) from you.
- 9.5** You agree to and shall release from and indemnify MCL against all claims, losses, damages, costs, expenses however arising, in consequence of, or in any way related to MCL having acted in accordance with the whole or any part of any of your request using the discretion conferred upon it.
- 9.6** You acknowledge that MCL shall not be liable for any transaction, any activity, or any incident on your equipment whether or not occasioned by your negligence.
- 9.7** MCL is authorized to effect such orders in respect of your loan account as may be required by any court order, competent authority, or agency under the applicable laws.
- 9.8** In the event of any conflict between any terms of any request received by MCL from you and these Terms and Conditions, these Terms and Conditions shall prevail.

## **10. LBF QUICKCASH**

### **10.1 The Loan**

- 10.1.1** The loan facility borrowed under this LBF Quickcash product will be hinged on a pre-existing LBF loan product facility.
- 10.1.2** The loan facility borrowed under this LBF Quickcash product will be secured by a pre-existing security asset.
- 10.1.3** A borrower can only access up to fifty percent (50%) of the pre-existing LBF loan product facility monthly instalment to a maximum of Kshs. 100,000/-.
- 10.1.4** This LBF Quickcash loan facility is not accessible to a borrower during the last month of his or her LBF loan facility loan term.
- 10.1.5** Since this LBF Quickcash loan facility is secured by a pre-existing security asset, MCL reserves the right to amend the initial notice with the Registrar of Security Rights to capture the Quickcash loan amount advanced via USSD.

### **10.2 Loan Term**

- 10.2.1** The maximum loan term for the LBF Quickcash product is thirty (30) days.

### **10.3 Interest**

- 10.3.1** The total interest chargeable on the LBF Quickcash loan facility is calculated at a rate of ten percent (10%) per month on the base of the outstanding principal balance on a daily basis until the balance is paid in full.

#### **10.4 The Security Asset**

**10.4.1** Where a motor vehicle has been provided as a pre-existing security asset, you undertake to:

**10.4.1.1** Cause the motor vehicle to be and remain jointly registered with MCL during the duration of the LBF Quickcash loan facility.

**10.4.1.2** Keep and maintain the motor vehicle in good order and condition (fair wear and tear only expected) and you will be fully responsible for any loss thereof or damage thereto however occasioned.

**10.4.1.3** Insure or cause the motor vehicle to be always insured during the duration of the LBF Quickcash loan facility or, in the alternative, for at least eleven (11) months from your date of application for the LBF Quickcash loan facility.

**10.4.1.4** Cause the motor vehicle to be valued or to have a valid valuation report for a period of at least ten (10) months dating back from the date of your application for the LBF Quickcash loan facility.

**10.4.1.5** All the other representations and warranties made by you with relation to the security asset and contained in the Security Agreement shall continue to apply.

#### **10.5 EVENTS AND CONSEQUENCES OF DEFAULT**

An event of default occurs:

**10.5.1** when the borrower fails to remit his or her LBF Quickcash monthly loan instalment on the due date.

**10.5.2** where the borrower fails to insure the security asset as specified in clause 10.4.1.3.

**10.5.3** where the borrower takes the security asset or permits it to be taken out of the Republic of Kenya without MCL's consent.

**10.5.4** when the borrower tampers and/or damages the tracking device on the security asset or causes it to be tampered or damaged.

#### **10.6 Consequences of default**

**10.6.1** Where the borrower has failed to remit his or her LBF Quickcash monthly instalment on the due date, MCL shall, on the tenth (10<sup>th</sup>) day of arrears of such default, load the LBF Quickcash monthly instalment onto the borrower's pre-existing LBF loan facility monthly instalment.

**10.6.2** Where the borrower's LBF Quickcash monthly instalment has been loaded onto the borrower's pre-existing LBF loan facility monthly instalment, the LBF loan facility monthly instalment becomes immediately due and payable by the borrower and the events and consequences of default under the Security Agreement become enforceable.

#### **11. CUSTOMER INFORMATION & DATA PROTECTION**

**11.1** It is hereby understood and agreed that the personal data herein has been directly obtained from the Borrower who has provided this personal data to MCL to facilitate the processing of the loan facility sought by the Borrower.

**11.2** It is hereby understood that by accepting these Terms and Conditions, the borrower:

**11.2.1** shall provide personal data which is required for facilitating the processing of the loan facility, the establishing and maintenance of business and for the fulfillment of MCL's contractual and legal obligations.

**11.2.2** has given consent to MCL to continue holding and processing the personal data provided even after all obligations under the loan facility have been settled for a variety of purposes including but not limited to research, product development, analysis of market trends, and operation of MCL's regulations and procedures.

**11.2.3** is at liberty to exercise his or her rights as a data subject and as is provided by the

Data Protection Act of 2019, Laws of Kenya.

- 11.3 MCL undertakes to ensuring the personal data provided by the Borrower is processed in accordance with the Data Protection Act, Laws of Kenya.
- 11.4 For queries and more information on our Data Protection Policy, the borrower may contact our Data Protection personnel at [dataprotection@momentumcredit.co.ke](mailto:dataprotection@momentumcredit.co.ke).
- 11.5 Kindly access our website on <https://momentumcredit.co.ke/> to view our Data Privacy Statement.

## **12. DISPUTE RESOLUTION**

- 12.1 The borrower may contact MCL's customer care team using email, or a phone call or using the chat feature on MCL's website or through MCL's social media accounts' direct message, or by written letter, to report any disputes, claims or discrepancies with the borrower's LBF Quickcash loan facility or the Services.
- 12.2 Unless this agreement has already been repudiated or terminated, the parties shall, (notwithstanding that any dispute is subject to the dispute resolution procedure set out in this Agreement), continue to carry out their obligations in accordance with this Agreement.
- 12.3 This Agreement arising out of the borrower's request of the LBF Quickcash loan facility on the Terms and Conditions set out herein shall be governed by and construed in all respects in accordance with Laws of Kenya and more-so the Movable Property Security Rights Act (2017) of the Laws of Kenya.