

MKEY LOAN TERMS AND CONDITIONS

This User Agreement is a financial service and an end-user license agreement between you (“**End-user**” or “**you**”) and Finserve Africa Limited - a Limited company duly incorporated in Kenya (“**Finserve**”), which provides the Finserve application (“**mKey App**” or “**mKey**”). The mKey App allows users to obtain **Credit Advances**. The maximum credit limit of this advance will vary by the individual borrower's credit score and repayment history, among other factors. Charges associated with the Credit Advance include the **Service Fee**, any associated disbursement costs and other charges (“**Transaction Fee**”) payable for the use of the Services as published by Finserve on Finserve's website <https://mkey.app> or by such other means as Finserve shall in its sole discretion determine, **Transaction Fees** are subject to change at any time at Finserve's sole discretion. .

The recipient is then required to pay back the Credit Advance plus a Service Fee on the total amount according to the repayment schedule specified at the time of the credit advance offer. The terms of each Credit Advance, including the amount of the advance, repayment schedule, applied Service Fee, and other associated fees will be displayed with the Credit Advance offer. This **User Agreement** together with our Privacy Policy and the Credit Advance offer pages under <https://finserve.africa/privacy> and <https://mkey.app/terms> sets out the complete **Terms of Service**. The Terms of Service and any amendments or variations thereto take effect on their date of publication; it is your responsibility to track any amendments or variations. By accepting the Credit Advance, you acknowledge that you have read, agree with and accept all of the Terms of Service, including the following statement:

“I authorize Finserve Africa Limited to access any information available to assess my application, and also give Finserve Africa Limited to register details of the conduct of my account with a registered Credit Bureau, and I waive any claim I may have against Finserve Africa Limited or its affiliates in respect of such disclosure.

I authorize Finserve Africa Limited to access my credit history from a registered credit bureau.”

Section 1.

DEFINITIONS AND INTERPRETATION

Terms used in this agreement shall have the following meanings:

“**Agreement**” means this User Agreement;

“**Account**” means your account with mKey;

“**Affiliates**” means any corporation or other entity that Equity Group Holdings Plc directly or indirectly through one or more intermediaries controls, or is controlled by or is under common control with the party. In this context Equity Group Holdings Plc “controls” a corporation or other entity if it owns fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control for the corporation or other entity;

“**Business Day**” means a day other than a Saturday, Sunday or national or public holiday in Kenya;

“**Borrower**” means “you”, “your” or “Customer”;

“**Credentials**” means your personal credentials used to access the mKey App and operate your Account;

“**Credit Advance**” means a loan provided by mKey under this Agreement;

“**Credit Bureau**” shall refer to TransUnion, a legal entity that collates, develops and analyzes credit information on individuals, institutions, business entities;

“**E-Money**” means the electronic monetary value depicted in your Account representing an equal amount of cash;

“**Equipment**” includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network;

“**Event of Default**” occurs when you fail to pay any sum due for a Credit Advance granted under this Agreement for a period of thirty (30) consecutive days unless failure to pay is caused solely by an administrative error or technical problem;

“**Force Majeure**” means events, circumstances or causes beyond a reasonable control making performance of the obligations inadvisable, commercially impracticable, illegal, or impossible,

including but not limited to acts of God, war, strikes or labor disputes, embargoes or governmental orders;

“Encumbrance” includes any mortgage or charge (whether legal or equitable), lien, option, security interest, restrictive covenant, pledge, assignment, title retention, trust arrangement or other restriction of any kind or other encumbrance securing or any right conferring a priority of payment in respect of any obligation of any person;

“License Restrictions” means actions listed in Section 3 which constitute a breach of this Agreement;

“Loan” means the principal amount of the Credit Advance made or to be made by mKey to you under this Agreement from time to time through the mKey App or (as the context requires) the principal amount outstanding for the time being of that Credit Advance;

“mKey Services” or **“mKey”** means the transfer services provided by the Bank or its Affiliates including issuance, management and redemption;

“mKey App”, “mKey Application”, “app” or **“mKey”** means the application operated by The Bank providing the mKey Services;

“Mobile Money Account” means your mobile money store of value, being the record maintained by Mobile Money Providers in Kenya of the amount of E-Money from time to time held by you in the Mobile Money Provider's System;

“Mobile Money” means the money transfer and payments service operated by the Mobile Money Providers in Kenya;

“Mobile Money Service” means the money transfer and payments service provided by the Mobile Money Providers through the Mobile Money System;

“Mobile Money System” means the system operated by the Mobile Money Providers in Kenya for the provision of the Mobile Money Service;

“Mobile Network Operator” or **“Mobile Money Provider”** means a mobile network operator registered in Kenya;

“Network” means a mobile cellular network operated by a Mobile Network Operator;

“Personal Information” means your phone number, name, date of birth, identification number or passport number and such other information that will enable Us to identify you and comply with the regulatory "Know Your Customer" requirements;

“Privacy Policy” means the mKey privacy policy that sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us;

“Relevant Information” means information including, but not limited to, data relating to your phone (including, without limitation, your phone's history) from your Equipment, from any SMS sent to you by the Mobile Money Providers and any financial services providers relating to your use of the Mobile Money Service and such other information as We shall require for purposes of providing the Services;

“Request” means a request or instruction received by mKey from you or purportedly from you through the Network and the mKey App and upon which mKey is authorized to act;

“Rollover Fee” means the late fees applicable to you if you fail to make any payments due to Us at the due date for such payment;

“Services” shall include any form of services or products that mKey may offer you pursuant to this Agreement and as you may from time to time subscribe to and "Service" shall be construed accordingly;

“Service Fee” means a technology service fee associated with the Credit Advance;

“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 Mobile Money Account;

“SMS” means a short message service consisting of a text message transmitted from your mobile phone to another;

“Technology” means services used or supported by the App;

“Technology Service Fee” or **“Service Fee”** includes any fees and charges payable for

the use of the Services. Service Fees are subject to change at any time at our sole discretion;

“Terms and Conditions” refer to this User Agreement together with mKey Privacy Policy and the Credit Advance offer pages;

“We”/ “Us”/ “Our” refers to Finserve.

In addition to the above definitions, unless the context requires otherwise, the singular shall include the plural and vice versa; a reference to any one gender, whether masculine, feminine or neuter, includes the other two; all the headings, subheadings and bullet points in this Agreement are for convenience only and are not to be taken into account for the purposes of interpreting it; the recitals and schedules shall be deemed to form part of this Agreement.

Section 2.

ACCEPTANCE OF TERMS AND CONDITIONS

You will be deemed to execute this Agreement upon clicking the "Accept" option on your mKey App asking you to confirm that you have read, understood and agreed to abide by this Agreement. If you do not agree with this Agreement, please click the "Decline" option in our app. Please note that you will not be able to access the Services and get license to the App if you click the "Decline" option.

By downloading the mKey App and opening an Account, you agree to comply with and be bound by the Terms and Conditions governing providing the Services and you affirm that the Terms and Conditions herein are without prejudice to any other right that We may have with respect to the Services and/ or Account in law or otherwise.

This Agreement may be amended or varied from time to time and the continued use of the Services constitutes your agreement to be bound by the terms of any such amendment or variation.

By using the App or any of the Services, you consent to us collecting and using technical information about the Equipment and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you. If you use these Services, you consent to the following actions by us, affiliates and licensees: transmission, collection, retention, maintenance, processing and use of your data to determine our

credit scoring services or to improve our Services and/or your experience while using the App.

Section 3.

SCOPE OF LICENSE

In consideration of you agreeing to abide by the terms of this Agreement, we grant you a non-transferable, non-exclusive license to use the App on your Equipment, subject to this Agreement. We reserve all other rights.

Except as expressly set out in this Agreement, you agree:

- a. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- b. not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- c. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
 - i. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and is not used to create any software that is substantially similar to the App;
 - ii. to include our copyright notice on all entire and partial copies you make of the App on any medium;
 - iii. not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from Us; and
 - iv. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Services, together with the License Restrictions.

License Restrictions: you are not permitted to and it is a breach of this Agreement to:

- a. use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- b. infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this Agreement);
- c. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- d. use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- e. collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Section 4.

INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the App and the Technology anywhere in the world belong to mKey, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the Technology other than the right to use each of them in accordance with the terms of this Agreement. You acknowledge that you have no right to have access to the App in source-code form.

Section 5.

USE OF THE SERVICES

Our Services can only be utilized by persons over the age of 18. mKey reserves the right to verify the authenticity and status of your Mobile Money Account with the relevant Mobile Money Provider.

Our acceptance of your application for a Credit Advance will be displayed on the App. You hereby acknowledge and accept that the acceptance by Us of your application for a Credit Advance does not create any contractual relationship between you and Us beyond the Terms and Conditions that apply to your Mobile Money Account from time to time.

We reserve the right to decline your application for a Credit Advance or to revoke the same at any stage at our sole and absolute discretion and without assigning any reason or giving any notice thereto.

We reserve the right (in our sole and absolute discretion) to issue, decline to issue a Credit Advance and/or vary the terms of any Credit Advance depending on our assessment of the credit profile of each individual borrower from time to time. The terms of the Credit Advance and the Service Fee payable in relation to each Credit Advance application will be displayed on the App.

Section 6.

PERSONAL INFORMATION

You hereby agree and authorize Us to verify information provided by you to Us against the information held by the Mobile Money Providers in relation to your Mobile Money Account pursuant to the agreement between you and the relevant Mobile Money Provider for the provision of its products and services and the Mobile Money Service.

We may verify your Personal Information against the information held by the Mobile Money Providers.

You hereby agree and authorize Us to verify your Relevant Information.

You hereby consent to Us verifying the Personal Information and the Relevant Information with the Mobile Money Providers and using the Personal Information and the Relevant Information to the extent necessary in Our sole and absolute discretion.

You hereby agree and authorize Us to obtain and procure your Personal Information from the Credit Bureaus and/or any other reliable sources and you further agree and consent to the disclosure and provision of such Personal Information by the Credit Bureaus and/or reliable sources.

We reserve the right to request for further information from you pertaining to your application for a Credit Advance at any time. Failure to provide such information within the time required by Us may result in declining to accept your application for a Credit Advance.

mKey reserves the right to supply consumer credit information to the Credit Bureaus, and in this regard: you confirm that We may transmit to the Credit Bureaus data about the App, opening and termination of an Account by you; you acknowledge that information on non-compliance with the Terms and Conditions of this Agreement is transferred to the Credit Bureaus; and the Credit Bureaus provides a credit profile and possibly credit scores on your creditworthiness, subject to the credit record.

Section 7.

REQUESTS MADE BY THE BORROWER

You hereby irrevocably authorize Us to act on all Requests received from you (or purportedly from you) through the mKey App and to hold you liable in respect thereof. We may nevertheless refuse to carry out any Requests in our sole and absolute discretion.

Subject to our discretion, We reserve the right to reject any Request in relation to a Credit Advance application from you even if you have previously been issued with a Credit Advance by Us.

We 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 our absolute discretion, We believe that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.

We 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 We may act if We have in good faith acted in the belief that such instructions have been sent by you.

We may, in our absolute discretion, decline to act on or in accordance with the whole or any part of your Request pending further inquiry or further confirmation (whether written or otherwise) from you.

You agree to and shall release from and indemnify Us against all claims, losses, damages, costs and expenses, howsoever arising in consequence of, or in any way related to Us

having acted (or failed to act) in accordance with the whole or any part of any of your Requests.

You acknowledge that, to the full extent permitted by law, We shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity or any incident on your account by the fact of the knowledge and/or use or manipulation of your Account PIN, password, ID or any means whether or not occasioned by your negligence.

We are authorized to effect such orders in respect of your Credit Advance and/or Account as may be required by any court order or competent authority or agency under the applicable laws.

In the event of any conflict between any terms of any Request received by Us from you and this Agreement, this Agreement shall prevail.

Section 8.

FEES

The Service Fee payable by you to Us in relation any a Credit Advance shall be displayed on the App. We shall be entitled to set and charge Service Fees, in connection with your use of the Services and from time to time amend or vary our Service Fees. If We decide to vary or amend our Service Fees, the Service Fees payable on any new application for Services will be displayed on the App. We will use reasonable efforts to try to notify you of any changes in relation to Service Fees within a reasonable period before such changes are implemented including displaying notices of the changes on the App, via SMS, or Our websites.

All payments to be made by you under this Agreement shall be made in full without any setoff or counterclaim and save in so far as required by the law to the contrary, free and clear of and without any deduction or withholding whatsoever. If you are at any time required to make any deduction or withholding from any payment to Us, you shall immediately pay to Us such additional amounts as will result in Us receiving the full amount it would have received had no such deduction or withholding been required.

If you fail to make any payments due to Us at the due date for payment, We will be authorized to

apply the Rollover Fee on such amount loaned to you at a rate to be communicated to you.

If there is any extraordinary increase or decrease in the effective purchasing power of Kenyan currency, as measured in our reasonable discretion, We shall have the right to make corresponding adjustments in the Service Fees.

A change of at least 15% shall be regarded as an extraordinary increase or decrease in the effective purchasing power of the Kenyan currency.

Section 9.

STATEMENTS

A statement and activity report in respect of your Credit Advance will be made available on Request. Requests shall be made via a contact link on the App.

Section 10.

TAXES

All payments to be made by you in connection with this Agreement are calculated without regard to any taxes payable by you. If any taxes are payable in connection with the payment, you must pay Us an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.

You hereby consent and agree that We may withhold amounts in your Account, if any tax authority requires Us to do so, or We are otherwise required by law or pursuant to agreements with any tax authority to do so, or if We need to comply with internal policies or with any applicable order or sanction of a tax authority.

Section 11.

BORROWER'S RESPONSIBILITIES

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

You shall be responsible for ensuring the proper performance of your Equipment. We shall neither be responsible for any errors or failures caused by any malfunction of your Equipment and nor

shall We be responsible for any computer virus or related problems that may be associated with the use of the mKey App, the Services or the Equipment. You shall be responsible for charges due to any service provider providing you with connection to the Network and We shall not be responsible for losses or delays caused by any such service provider.

You shall follow all instructions, procedures and terms contained in this Agreement and any document provided by Us concerning the use of the mKey App and the Services.

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

You shall take all reasonable precautions to detect any unauthorized use of the mKey App and the Services. To that end, you shall ensure that all communications from Us 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. You shall immediately inform Us in the event that:

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

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 input or compromised.

You shall at all times follow the security procedures notified to you by Us 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 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.

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

Section 12.

DEFAULT ON A CREDIT ADVANCE

At any time after an Event of Default has occurred which is continuing, We may, without prejudice to any other right or remedy granted to it under any law:

- a. terminate this Agreement in accordance with section 13 below;
- b. declare that the Credit Advance (and all accrued Service Fees and all other amounts outstanding under this Agreement) is immediately due and payable, whereupon they shall become immediately due and payable;
- c. engage an external collections agency to seek repayment; and
- d. get indemnification upon demand against any reasonable loss or expense, which We may incur as a consequence of an Event of Default.

Section 13.

VARIATION AND TERMINATION

We may at any time, upon notice to you, terminate or vary our business relationship with you and close your Account and in particular but without prejudice to the generality of the foregoing. We may cancel Credit Advances which we have granted and require the repayment of outstanding debts resulting from such Credit Advances within such time as We may determine.

Without prejudice to Our rights under this clause. We may, at our sole discretion, suspend or close your Account:

- a. if you use the Account for unauthorized purposes or where We detect or reasonably suspect any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;
- b. if We are required or requested to comply with an order or instruction of or a recommendation from the government,

court, regulator or other competent authority;

- c. if We reasonably suspect or believe that you are in breach of this Agreement (including non-payment of any Credit Advance amount due from you where applicable) which you fail to remedy (if remediable) within 5 days after the service of notice by email, SMS or other electronic means requiring you to do so;
- d. where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety; to facilitate, update or upgrade the contents or functionality of the Services from time to time;
- e. where your Account becomes inactive or dormant;
- f. if mKey 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; or
- g. if you breach any of the License Restrictions.
- h. if your Account has a credit balance at any time as a result of overpayment of your Credit Advance, you may issue a Request to mKey for payment of such credit balance and mKey will return any such balance to you, less any applicable fees, provided that such amount falls above the minimum transfer amounts specified by the relevant Mobile Money Provider.

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

If We receive notice of your death, We will not be obliged to allow any operation or withdrawal from your Account by any person except upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by your legal representatives duly appointed by a court of competent jurisdiction.

Section 14.

LIMITATION OF LIABILITY

We shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of the failure of any of your Equipment, or any other circumstances whatsoever not within mKey's control including, without limitation, Force Majeure or error,

interruption, delay or non-availability of the mKey App, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App, as described meet your requirements.

We only supply the App for domestic and private use. You agree not to use the App and documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any losses or damage suffered by you as a result of or in connection with:

- a. a defect or fault in the App or any Service resulting from you having altered or modified the App;
- b. a defect or fault in the App resulting from you having used the App in breach of the terms of this Agreement;
- c. your breach any of the License Restrictions;
- d. unavailability of sufficient funds in your Mobile Money Account;
- e. failure, malfunction, interruption or unavailability of the mKey App, your Equipment, the Network or a Mobile Money System;
- f. the money in your Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
- g. your failure to give proper or complete instructions for payments or transfers relating to your Account;
- h. any fraudulent or illegal use of the Services, the mKey App and/or your Equipment; or
- i. your failure to comply with this Agreement and any document or information provided by Us concerning the use of the mKey App and the Services.

We shall not be liable to you for any interference with or unavailability of the Services, howsoever caused. Under no circumstances shall We 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 Us.

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

Section 15.

INDEMNITY

In consideration of Us complying with your instructions or Requests in relation your Account, you undertake to indemnify Us and hold it harmless against any loss, charge, damage, expense, fee or claim which We suffer or incur or sustain thereby and you absolve Us from all liability for loss or damage which you may sustain from Us acting on your instructions or requests or in accordance with this Agreement.

The indemnity shall also cover the following:

1. All demands, claims, actions, losses and damages of whatever nature which may be brought against Us or which We 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 Our 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 us.

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.

3. Any unauthorized access to your 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.

4. Any loss or damage occasioned by the failure by you to adhere to this Agreement 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 Us as a consequence of any breach by this Agreement.

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

Section 16.

COMMUNICATION BETWEEN US

If you wish to contact us in writing, or if any condition in this Agreement requires you to give us notice, you can send this to us by e-mail to ask@mkey.app or to such e-mail address that may be communicated to you from time to time. We will confirm receipt of this by contacting you in writing by e-mail.

If we have to contact you or give you notice in writing, We will do so by e-mail or by SMS to the mobile phone number or email address you provide to us in your request for the App.

Section 17.

GENERAL

Remedies Cumulative. 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.

No Waiver. No failure by Us to exercise, and no delay in exercising, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy.

Effect of Invalidity. 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.

Section 18.

ENTIRE AGREEMENT

The Terms and Conditions constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

You acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions.

You and We agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Section 19.

DISPUTE RESOLUTION

The parties shall use their good faith efforts to resolve any dispute, controversy or claim of any nature whatsoever arising out of or in relation to or in connection with this Agreement. To this end, the parties in dispute shall each promptly appoint representatives of appropriate standing who shall meet and attempt to resolve any dispute between them. In the event that an amicable settlement has not been reached within thirty (30) days of the parties' representatives meeting as aforesaid, the following provisions of the clause 20 shall apply.

Section 20.

GOVERNING LAW

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

Section 21.

PRIVACY POLICY

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, on <https://finserve.africa/privacy> as it includes important terms which apply to you.

Upon downloading the App and clicking the "Accept" option with respect to these Terms and Conditions, you will be deemed to have accepted mKey's Privacy Policy, a copy of which is available on the App.

Section 22.

CREDIT REFERENCE BUREAUS

The Borrower expressly consents and allows Us to forward personal data and full file credit information to licensed credit reference bureaus in accordance with the Banking (Credit Reference Bureaus) Regulations, 2008.