STATIM CAPITAL LIMITED
USSD CODE *519*11# TERMS OF USE AND AGREEMENT

1.0 THE AGREEMENT.

This Agreement sets out the complete Terms and Conditions (hereinafter called "**these Terms and Conditions**") which shall be applicable to the mobile loan Services (as hereinafter defined) accessed by you (as hereinafter defined) with Statim Capital Limited (as hereinafter defined and referred to as "the Company").

1.1. These Terms and Conditions and any amendments or variations thereto take effect on their date of acceptance by the Customer.

1.2 The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer and the Company once accepted by the customer by Clicking the "I Accept "button provided on the platform

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

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

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

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

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

SUMMARY.

The Company 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 will include but are not limited to the Service Fee, which typically varies between 5% and 10% (or as may be determined by the Company from time to time) of the advance amount per advance period as the user may choose, as well as any associated telecom network distribution costs which are paid by the User directly to his or her telecom provider. The Service Fee and other charges are subject to change as may be determined by the Company from time to time, subject however to the thresholds permissible by law. The Company will also communicate the Charges and Service Fee applicable to you prior to issuing the Credit Advances.

The recipient is then required to pay back the Credit Advance plus Interest and 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 on the company's official Platform. This User Agreement sets out the complete Terms and Conditions. By accepting the Credit Advance, you acknowledge that you have read, agree with and accept all of the Terms and Conditions, including the following statement:

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

I authorize the Company to access my credit history from a registered Credit Bureau and my employer."

I accept and agree that by clicking the **"I Accept"** and/or **"I agree"** Button I have read, understood and agreed to be bound by the Terms and Conditions of this Agreement.

2.0 DEFINITIONS AND INTERPRETATIONS.

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

2.1 **"Agreement"** means this User Agreement;

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

2.3 "**Contact Centre**" means the Customer Care Centre as may be notified to the Customer by the Company from time to time;

2.4 "**Credentials"** means your personal credentials used to access the company's USSD Code and operate your Account;

2.5 **"Credit Advance"** means a loan provided by Statim Capital Limited;

2.6 "**Credit Limit**" means the maximum pre-approved amount that a customer can borrow on this service.

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

2.8 "**Customer**" means the person in whose name the mobile loan account with the Company is existing;

2.9 **"Data Protection Law"** means the DATA Protection Act of Kenya relevant national law regulating the processing of personal information;

2.10 **"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;

2.11 "**Equipment**" includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access mobile network;

2.12 **"Force Majeure"** means events, circumstances or causes beyond the Company's reasonable control making performance of the obligations inadvisable, commercially impracticable, illegal, or impossible, including but not limited to acts of God, war, acts of terrorism, strikes or labor disputes, embargoes or governmental orders;

2.13 "**Immediate payment**" means voluntary instant repayment of loan advanced before the due date.

2.14 "**Late Repayment Penalty**" means penalty charged on any outstanding loan amount after the due date;

2.15 "**Loan Auto recovery**" means automated recovery of the loan advanced from the customer account on the due date.

2.16 "**Mobile Lending Service**" means the service offered by the Company to borrow and repay loans through mobile phone;

2.17 "**Mobile loan account**" means a loan account opened and operated in accordance with the terms and conditions herein contained;

2.18 "**Mobile Loan Menu**" means the loan menu on the Company's platform while accessing the credit facilities;

2.19 "**Mobile loan**" means the loan facility/credit facility advanced by the Company.

2.20 **"Mobile Money Service"** means the money transfer and payments service provided by the Mobile Money Providers through the Mobile Money System**;**

2.21 **"Mobile Money System"** means the system operated by the Mobile Money Providers in Kenya for the provision of the Mobile Money Service;

2.22 **"Mobile Money"** means the money transfer and payments service operated by the Mobile Money Providers in Kenya;

2.23 **"Mobile Network Operator"** or **"Mobile Money Provider"** means a mobile network operator registered with the Communications Authority of Kenya;

2.24 "**Network**" means the mobile cellular network operated by various mobile networks;

2.25 **"Personal Information"** means your phone number, full name, date of birth, identification number or passport number, employment details and such other information that will enable the company to identify you and carry out an assessment of your credit worthiness;

2.26 **"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 the company shall require for purposes of providing the Services;

2.27 "**Request**" means a request or instruction received by the Company from you or purportedly from you through the Network and the Platform and upon which the Company is authorized to act;

2.28 "**SIM Card**" means the subscriber's identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the Company's USSD Code;

2.29 "**SMS**" means a short customized message service consisting of a text message transmitted from one mobile phone to another;

2.30 "**System**" means the platform/software provided by the Company 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 provided USSD Code;

2.31 "**The Company**" means Statim Capital Limited registered and incorporated in the Republic of Kenya as a limited liability company under the Companies Act No. 17 of 2015;

2.32 "**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 Platform and/or the daily newspapers in Kenya or by such other means as the Company shall in its sole discretion determine;

2.33 "**USSD Code**" means *519*11# which is the Unstructured Supplementary Service Data (USSD) code that the Company uses to offer its services;

3. ACCEPTANCE OF THE TERMS AND CONDITIONS.

3.1. Before applying to open the mobile loan account or applying for a mobile loan via the Company's USSD Code, 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 "I decline" 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 the "I agree" option on the mobile loan Menu requesting you to confirm that you have read and accepted the Terms and Conditions as stated in the Platform and/or,

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 using the Company's USSD Code, 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 Company Platform. Any query and complaint you may have relating to the Services shall be addressed to the Company through the Email, mail chat or WhatsApp, and through the company's official email and numbers provided in the Company Website.

3.7. 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. We will take all reasonable measures to notify you of any changes.

By using the USSD Code or any of the Services, you consent to us and our platform provider 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 the company, 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 USSD Code.

4. SCOPE OF LICENSE

4.1. In consideration of you agreeing to abide by the terms of this Agreement, the company grants you a non-transferable, non-exclusive license to use the USSD Code on your Equipment, subject to this Agreement. The company reserves all other rights.

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

4.2.1. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the USSD Code;

4.2.2. not to make alterations to, or modifications of, the whole or any part of the USSD Code, or permit the USSD Code or any part of it to be combined with, or become incorporated in, any other programs;

4.2.3. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the USSD Code 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 USSD Code with another software program, and provided that the information obtained by you during such activities:

i. is not unnecessarily disclosed or communicated without the company's prior written consent to any third party;

ii. and is not used to create any software that is substantially similar to the USSD Code;

iii. to include our copyright notice on all entire and partial copies you make of the USSD Code on any medium;

4.2.4. not to provide or otherwise make available the USSD Code in whole or in part (including object and source code), in any form to any person without prior written consent from the company and its platform providers;

4.2.5. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the USSD Code or any Services, together with the License Restrictions.

4.3. **License Restrictions:**

You are not permitted to and it is a breach of this Agreement to:

4.3.1. use the USSD Code 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 USSD Code, any Service or any operating system;

4.3.2. infringe the company's intellectual property rights or those of any third party in relation to your use of the USSD Code or any Service, including the submission of any material (to the extent that such use is not licensed by this Agreement);

4.3.3. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the USSD Code or any Service;

4.3.4. use the USSD Code or any Service in a way that could damage, disable, overburden, impair or compromise the company's systems or security or interfere with other users; and

4.3.5. collect or harvest any information or data from any Service or the company's systems or attempt to decipher any transmissions to or from the servers running any Service.

5. APPLYING FOR MOBILE LOAN.

5.1. In order to apply for a mobile loan with the Company, you must be at least 18 years old. The Company reserves the right to verify through your employer, Mobile network operators and the relevant government Authorities the authenticity of your details.
5.2. 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 Company's USSD Code. All loan applications are subject to the terms provided in clause 7 herein.

5.3 The Customer may either apply for a Loan on the check off system whereby the loan has a tenure of one month (The tenure is subject to change at any time at the company's sole discretion) only i.e., the customer must repay the loan together with all interest and other charges as defined in this agreement within 30 days (The timeline is subject to change

at any time at the company's sole discretion). In the event of failure to pay the loan on due date, a daily default penalty of 0.5% (or as may be determined by the company from time to time) of the principle amount will apply. The loan applicant shall service the credit advance as it falls due with the Company having a fallback on payroll checkoff deduction in the event of default. The company may also send a deduction schedule to the employer of the customer for recovery of due instalment together with any arrears and penalties through payroll check off system. Your employer will remit the same directly to the company. By applying for the check off loan the customer irrevocably authorizes his/her employer to deduct loan instalment, penalties and other charges by way of payroll checkoff and remit the deductions directly to the company. The customer shall keep both the Company and his employer indemnified from any claims that may arise from such deduction. The customer recognizes that he/she remains ultimately and solely responsible for the full payment of outstanding loan, penalties and other charges and the Company can demand payment of these dues directly from the customer when the employer fails to remit the same by the due date.

5.4 The customer may also opt to apply for a loan through the coworker guarantee system whereby the loan has a tenure of up to 90 days (The tenure is subject to change at any time at the company's sole discretion). The Customer will make an application through the USSD code and generate a guarantee request to the intended guarantor through their email and/or phone number. The guarantor will be required to accept the guarantee and indemnity agreement with the Company upon which once the loan is approved, the company will disburse the loan to the customer mobile money wallet. In the event of failure to pay the loan on due date, a daily default penalty of 0.5% (or as may be determined by the company from time to time) of the principle amount will apply. Thereafter, a loan arrears statement and demand notice will be sent to the guarantor demanding payment failure to which the Company will be at liberty to sue both the customer and the guarantor jointly and severally to recover the amount advanced, interest, penalties, processing fees, any costs incurred by the Company to recover the money including legal fees.

5.5 As standard procedure the following reminders regarding the repayment will be sent via text messages (or any other means as the Company may determine from time to time) as shown below: 1st reminder will be sent 3 days to the loan due date, a second reminder will be sent 2 days to the loan date, a 3rd reminder will be issued on the loan due date whereas a final reminder will be sent to the customer 2 days after the loan due date following which recovery proceedings will ensue as provided under clause 5.3 and 5.4. (This procedure is subject to change at any time at the company's sole discretion). Failure by the Company to send the reminders does not absolve the loan applicant from loan repayment obligations as stipulated in this Agreement.

5.6. 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 application.

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

6. PERSONAL INFORMATION

6.1. By applying for a mobile loan account with the company, the Customer shall provide their personal information including the following, full official name, National identification Number, phone number, Name of Employer, rank of employee and any other information that may be needed by the Company. By proceeding to open the account you will be deemed to have willingly given accurate data to the Company and it may use such data as may be necessary to process your loan. It is an offence to provide false information thus the company will be at liberty to take legal action against any customer who provides false information.

6.2 You hereby agree and authorize the Company to request from your employer as well as any relevant authority that the Company may deem fit pursuant to the agreement between you and the Company your personal information including your phone number, name, date of birth, National identification Number or Passport Number, salary scale and such other information that will enable the Company to identify you, verify the information given pursuant to 6.1 above, assess your creditworthiness and comply with the regulatory "Know Your Customer" requirements (together the "Personal Information"). You hereby consent to the disclosure of the Personal Information by your employer and any other government Authority and hereby waive your rights to sue for breach of your privacy under the Data Protection Act and any other relevant Laws.

6.3 You hereby agree and authorize the Company to obtain and procure your Personal Information contained in any government of Kenya records and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Company.

6.4 You hereby agree and authorize the company to verify information provided by you to the company 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.

6.5. You hereby agree and authorize the company 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.

6.6. The Company reserves the right to supply consumer credit information to the Credit Bureaus, and in this regard: you authorize the Company to transmit to the Credit Bureaus data about the USSD Code, 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.

7. REQUESTS MADE BY A CUSTOMER

7.1. You hereby irrevocably authorize the company to act on all Requests received from you (or purportedly from you) through the System and to hold you liable in respect thereof. The company may nevertheless refuse to carry out any Requests at its sole and absolute discretion.

7.2. Subject to the company's discretion, it reserves 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 the company.

7.3. 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.

7.4. The company 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 the company may act if it has in good faith acted in the belief that such instructions have been sent by you.

7.5. The company 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.

7.6. You agree to and shall release from and indemnify the company against all claims, losses, damages, costs and expenses, howsoever arising in consequence of, or in any way related to the company having acted (or failed to act) in accordance with the whole or any part of any of your Requests.

7.7. You acknowledge that, to the full extent permitted by law, the company 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.

7.8. The company is 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.

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

8. MOBILE LOAN ACCOUNT

The Company offers two loan products i.e., Loan Check off system based on a pre-existing agreement between the Company and Employer (only open to employees of employers who have signed agreements) and the coworker guarantee system that is open to all individuals' subject to terms and conditions. Based on qualification and product chosen, you may, subject to these terms and conditions, apply for a mobile loan account using the provided USSD Code on your equipment to borrow money from the Company as follows:

8.1. 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 Company's USSD Code.

8.2. 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.

8.3. 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").

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

8.5. You shall repay the loan within thirty (30) calendar days of the date of disbursement of the loan for check off loans and 3 months for the Coworker guarantor loans. This policy is subject to change at any time at the Company's sole discretion.

8.6. In consideration of the company granting you the loan, the following charges shall apply on the loan amount, exclusive of default, late payment and recovery charges.

Facility	Tenure	Processing fee	Interest	Total charge
Personal Loan	30 days	0.0%	10.0%	10.0%
Micro (also known as Coworker Guarantee) Loan	30 days	2.5%	7.5%	10.0%
Micro (also known as Coworker Guarantee) Loan	60 days	2.5%	10.5%	13.0%
Micro (also known as Coworker Guarantee) Loan	90 days	2.5%	13.5%	16.0%

The charges 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.

8.7. Besides the payroll deductions remittances from employers where applicable, you shall make payments due from you to the company in respect of the loan and transaction fees through the following collection accounts only unless otherwise advised by the Company at its discretion;

i. USSD Code *519*11#
ii. Mpesa Paybill Number: 4083475
Account: Your ID number
iii. Mpesa Paybill: 247247
Account: 066722
iv. Equity Bank Account: Statim Capital Ltd
Account Number: 1290282066742

8.9. The company shall be entitled to terminate this agreement and cancel your loan limit without prejudice to any of its rights accruing hereunder if you fail to repay the Loan and/or the transaction fees by/on the due date.

9. LIMITATION OF LIABILITY

9.1. The company shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of the failure of any of your Equipment, or

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, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, operation of the law and failure of any public or private telecommunications system.

9.2. You acknowledge that the USSD Code 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 USSD Code, as described meet your requirements.

9.3. We only supply the USSD Code for domestic and private use. You agree not to use the USSD Code and documents for any commercial, business or resale purposes, and the company has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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

9.4.1. a defect or fault in the USSD Code or any Service resulting from you having altered or modified the Code;

9.4.2. a defect or fault in the USSD Code resulting from you having used the Code in breach of the terms of this Agreement;

9.4.3. your breach of any of the License Restrictions;

9.4.4. unavailability of sufficient funds in your Mobile Money Account;

9.4.5. failure, malfunction, interruption or unavailability of the System, your Equipment, the Network or a Mobile Money System;

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

9.4.7. your failure to give proper or complete instructions for payments or transfers relating to our Account;

9.4.8. any fraudulent or illegal use of the Services, the System and/or your Equipment; or

9.4.9. your failure to comply with this Agreement and any document or information provided by the company concerning the use of the System and the Services.

9.4.10 unavailability of sufficient funds in the Company Disbursement Account;

9.5. The company shall not be liable to you for any interference with or unavailability of the Services, howsoever caused. 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.

9.6. The company's sole liability under this Agreement in respect of Service interference or unavailability shall be limited to the re-establishment of the Services as soon as reasonably practicable, save where re-establishment of the Services is not commercially viable or is not within the Company's control including, without limitation, Force Majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, operation of the law and failure of any public or private telecommunications system.

9.7All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

10. DISCLOSURE OF INFORMATION

10.1. You hereby expressly consent and authorize the Company to disclose, receive, record, store or utilize your personal information or information or data relating to the use of the Services and the operation of your Account and any details of your use of the Services:

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

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

10.1.3. to a Credit Reference Bureau;

10.1.4. 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;

10.1.5. to Mobile Money Providers and/or Mobile Network Providers in connection with the Services;

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

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

11. ENTIRE AGREEMENT

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

11.2. 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.

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

12. GOVERNING LAW

12.1. This Agreement will be governed by, and construed in accordance with the Laws of Kenya.

13. PRIVACY POLICY

13.1. You understand and agree that the Company may access, preserve, and disclose your personal information and the contents of Your account if required to do so by law or in a good faith belief that such access preservation of disclosure is reasonably necessary to comply with legal process or protect the rights, property and/or safety of the Company, its affiliates or the public.

13.2. Your Personal information collected by the Company may be stored and processed in any part of the world where the Company or its agents/partners maintain facilities. By using the Service, you consent to any such transfer of information outside of Kenya.

13.3. The company only uses your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

13.4. Upon using the USSD Code and clicking the “I Accept” and/or “I agree” option with respect to these Terms and Conditions, you will be deemed to have accepted voluntarily all the terms and condition provided herein as well as the Company’s privacy policy above.

14. CUSTOMER COMPLAINTS

14.1. All customer complaints to be channeled to info@statimcapital.co.ke

14.2. The Company shall endeavor to respond to a customer complaint within 24 hours during normal working hours and 48 hours on weekends and public holidays.