



NGINYO TOWERS, 5TH FLOOR
KOINANGE STREET
P.O BOX 21256-00100
NAIROBI.

USSD 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 Premier Credit Ltd (hereinafter referred to as PCL) 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 PCL means Premier Credit Limited;
 - 2.1.2 Credit Reference Bureau means a credit reference bureau duly licensed to collect and facilitate the sharing of borrower's information;
 - 2.1.3 Borrower means the person at whose request PCL will advance a loan facility;
 - 2.1.4 Call Centre means PCL's call center;
 - 2.1.5 Equipment includes your mobile phone handset and/ or other equipment which when used together enables you to access the online lending platform;
 - 2.1.6 Products means the various loan facilities offered by PCL;
 - 2.1.7 Request means a request and/or instruction received by PCL from you or purportedly from you through the system and upon which request PCL is authorized to act;
 - 2.1.8 Services shall include any form of financial services or products that PCL may offer you pursuant to this Agreement and as you may from time to time subscribe to and "service" shall be construed accordingly;
 - 2.1.9 SMS means a short message service consisting of a text message transmitted from one mobile to another;
 - 2.1.10 System means PCL's electronic lending platform and communications software enabling the borrower to communicate with PCL for the purposes of these services;
 - 2.1.11 Transaction costs means charges levied by other third party service providers which includes but is not limited to Mpesa and bank transaction charges.
 - 2.1.12 We, our and us means PCL and includes the successors and assigns of the PCL;
 - 2.1.13 You and your means the borrower and includes the personal representatives of the Borrower;
 - 2.1.14 USSD T&C's means these USSD Terms and Conditions.
 - 2.1.15 The word borrower shall include both the masculine and the feminine gender as well as the juristic persons;
 - 2.1.16 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
 - 2.1.17 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 to PCL'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 accepted our Terms and Conditions on our official website. Furthermore, you will be deemed to have read, understood and accepted these Terms and Conditions by following through all the prompts and completing a request transaction;
- 3.4 By accessing our system and completing a request, you agree to comply with and be bound by these Terms and Conditions and you affirm that these Terms and Conditions herein are without prejudice to any right that PCL 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



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into it voluntarily for his or her own benefit.

- 3.6 By accepting these Terms and Conditions, you authorize PCL 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 PCL from time to time and the completion of 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 of registration on our official website and agree to be bound by these Terms and Conditions;
- 4.4 You hereby agree and authorize PCL 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 PCL.
- 4.5 You hereby authorize PCL to access any information available to assess your request, and also give PCL permission to subject your information to our robust credit scoring engine to ascertain your credit worthiness.
- 4.6 PCL reserves the right to request for further information from you pertaining to your application for PCL services or products. Failure to provide such information within the time required by PCL may result in PCL declining to your request for a loan facility.
- 4.7 If you do not accept all of these Terms and Conditions of Registration, then you should not proceed with the registration;
- 4.8 Upon successful registration, you are advised to read and familiarize yourself with the terms and conditions of each product as you shall be bound by the said terms and conditions of the requested product.

5. BORROWER'S EQUIPMENT AND BORROWER'S RESPONSIBILITIES

- 5.1 You shall at your own expense provide and maintain in safe and efficient operating order your equipment for the purpose of accessing our system.
- 5.2 You shall be responsible for ensuring the proper performance of your equipment. PCL shall neither be responsible for any errors or failures caused by any malfunction of your equipment, and nor shall PCL be responsible for any computer virus or related problems that may be associated with the use of our system.
- 5.3 You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any information and/or document provided by PCL concerning the use of our system.
- 5.4 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. PCL shall not be liable for any loss occasioned by any Third Party who comes into contact with your equipment.
- 5.5 You shall immediately inform PCL through the Call Centre through **0709176000/ 0730812000** in the event that you have reason to believe that your equipment has been used to complete a transaction fraudulently without your authorization however PCL shall not be liable for the said unauthorized infringement.

6. EXCLUSION OF LIABILITY

- 6.1 PCL 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 PCL's control including, without limitation, to; 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.
- 6.2 PCL will not be liable for any losses or damages suffered by you as a result of or in connection with:
 - 6.2.1 Failure, malfunction, interruption or unavailability of your equipment;
 - 6.2.2 Any fraudulent or illegal use of the online lending platform or equipment;
 - 6.2.3 Your failure to comply with these Terms and Conditions and any documentation or information provided by PCL in regards to use of our system.
- 6.3 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by the law.



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7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 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 PCL provides to you through the system or otherwise are vested in PCL. 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 PCL.

8. YOUR REQUESTS

- 8.1 All requests received from your equipment will be presumed to be executed by you.
- 8.2 You hereby irrevocably authorize PCL to act on all requests received by PCL from you through the system and to hold you liable in respect thereof.
- 8.3 PCL reserves the right and is 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, PCL believes that it can correct the incomplete or ambiguous information in the request without any reference to you being necessary;
- 8.4 PCL 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 PCL may act if PCL has in good faith acted in the belief that such instructions have been sent by you.
- 8.5 PCL may, in its absolute discretion, decline to act on your request in accordance with the whole or any part of your request pending further inquiry or further confirmation (whether written or otherwise) from you.
- 8.6 You agree to and shall release from and indemnify PCL against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to PCL having acted in accordance with the whole or any part of any of your requests (or failed to exercise) the discretion conferred upon it.
- 8.7 You acknowledge that PCL shall not be liable for any transaction, any activity or any incident on your equipment whether or not occasioned by your negligence.
- 8.8 PCL is authorized to effect such orders in respect of your loan account as may be required by any court order or competent authority or agency under the applicable laws.
- 8.9 In the event of any conflict between any terms of any request received by PCL from you and these Terms and Conditions, these Terms and Conditions shall prevail.

TERMS & CONDITIONS FOR VARIOUS PCL USSD LOAN PRODUCTS

- A. CIVIL SERVANTS' CHECK OFF LOAN PRODUCT
- B. POST BANK LOAN PRODUCT
- C. SUPAKWIK AUTO LOAN PRODUCT

A. TERMS & CONDITIONS FOR CIVIL SERVANTS' CHECK OFF LOANS

The following Terms and Conditions Shall also apply to your loan

1. At the borrower's request, Premier Credit Ltd agrees to make available to the Borrower the advised loan amount on the terms and conditions set out in this agreement.
 - 1.1. In the event of default, the Lender will exercise its right to recover any unpaid portion of the loan plus all costs including but not limited to accrued fees, accrued interest, cost of execution, recovery fees or legal costs.
 - 1.1.1. Default will be deemed to have occurred if the borrower fails to remit monthly installments on their due date.

2. Interest

- 2.1. The total monthly interest rate chargeable is calculated on the total principal amount which includes capitalized appraisal fees. The interest rate per month subject to loan term is as follows:



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Loan term in Months	120	108	96	84	60	48	36	24	12
Monthly Interest (Flat rate)	2.66%	2.66%	2.84%	2.83%	3.03%	3.15%	3.96%	4.68%	5.53%

2.2. In accordance with globally accepted International Reporting Standards (IFRS), principal and interest repayments on the loan amortization schedule shall be calculated on the basis of reducing balance of up to a maximum of 8.85% subject to the loan term, which shall form the basis of calculating the outstanding amount due in the event of a prepayment. Interest shall be calculated monthly.

- **The Government Payroll Partnership Loan** charges an interest rate of **3%** on a reducing balance, regardless of the loan period. All other product features and pricing remain the same as the Civil Servant Checkoff Loan Product.

2.3. For accounts past their loan term the unpaid accrued interest shall be charged in full

2.4. In the event of prepayment, the processing fees shall be charged in full.

2.5. Alteration of Interest: Due to market conditions, the lender may alter the interest charges by giving the borrower one calendar months' notice in advance

3. **COST OF CREDIT: FEES, CHARGES AND TAXES**

The cost of credit constitutes various fees that includes Appraisal fee, Monthly collection fee, Statement fee, Agency fee and Administration Fees (Third party Settlements).

3.1. Appraisal fee of **12.5%** of the loan amount is charged and capitalized at disbursement

3.2. Collection Fees charged of **Kshs 200** per month

3.3. Certified Payoff statement shall be issued to the Borrower upon request and an upfront payment of the prerequisite fee of **Kshs. 300**

3.4. Onboarding/Agency fees of **6%** of disbursed amount (to be charged at account closure; early settlement/buy off) not applicable to top up loans. The Agency fee caters for the discounted reimbursement of the Agency's expenses.

3.5. Admin Fees (Third Party Settlements) shall be applied at request in the event the subject loan is taken over by any other financial institution in your favour for purposes of managing and processing costs in respect of the said takeover.

- Admin Fees charged - Kshs 1,000/= to loan amounts up to Kshs 10,000
- Admin Fees Charged - Kshs 3,000/= to loan amounts above Kshs 10,000

3.6. **Taxes:** All payments to be made by the borrower in connection with these Terms and Conditions are calculated without regard to any taxes payable by the borrower. If any taxes are payable in connection with the payment, the borrower must pay PCL an additional amount equal to the payment multiplied by appropriate rate of tax.

- Excise duty tax charged at 20% of fees amount shall be charged separately upon payment of the fees herein and remitted to KRA.

3.7. The Borrower agrees that, if the Lender has to use lawyers because the Borrower has not fulfilled any or all obligations under this agreement, the Borrower will have to bear the legal costs due to the Lender's lawyers

4. **Payment**

4.1. The borrower must repay the loan in the installments as advised.

4.2. The borrower agrees that PCL shall have the right to deduct the monthly installments in full from the borrower's salary as deductions from his or her Employer's payroll.

4.3. The borrower hereby gives PCL the right to deduct monies owing to it from any unpaid wages or any other remuneration credits payable to the borrower, if the borrower leaves the service of his/her employer for any reason before the total amount repayable under this facility has been paid.



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- 4.4. In the event of the Borrower's death, or Permanent Disability, the Borrower or his/her estate will not be liable for the repayment of any outstanding payments.
- 4.5. No cash should be handed to an employee or PCL's agent. The Lender shall not take any responsibility for money paid to any of its employees. All cash deposits should be made to Premier Credit Bank accounts through Bankers Cheque.
- 4.6. If payment is made by cheque or banker's cheque, the payment is deemed to have been received on the date funds are cleared, and not on the date the cheque is deposited or electronic funds transfer initiated
- 4.7. The Lender reserves the right to change the channel or mode of receiving payment from the Borrower. The Lender will communicate this change to the Borrower within reasonable time.
- 4.8. The borrower acknowledges and accepts the Terms and Conditions in this document upon which payment of the loan amount shall be made.

5. Insurance

- 5.1. As a responsible lender, PCL has the right to insure the loan in case of death or disability on the part of the Borrower. If the borrower dies or becomes permanently and totally disabled, the loan's insurance coverage will pay the outstanding balance fully and in the case of defined non-pre-existing critical illness; 30% of the loan balance is covered to a maximum of Kshs 1million. The borrower or their next of kin must provide medical records or a death certificate as proof and for further guidance. Death by suicide is not covered. The insurance premium is part of the loan application fee.

6. Breach

- 6.1. In the event: -
 - a. Any failure by you to pay any amount which is owing to this agreement in full and on the dates you have agreed to,
 - b. Any other breach by you of the terms of this agreement;
 - c. Any claim that you have failed to carry out his/her duties under this agreement; then the full balance due under this agreement together with any roll over interest and all other charges and expenses owing to PCL by you shall become immediately due and payable to PCL and without giving notice to you or affecting any of Premier Credit's rights under this agreement. PCL shall be entitled to terminate this agreement and claim/or recover from you any damages/losses it may have suffered as a consequence.
- 6.2. In the event of a default by you in making payment PCL shall have the right to use any money paid by you to first pay legal and other costs, then interest and then the actual loan amount.
- 6.3. PCL reserves the right to engage third party debt collectors to recover any total outstanding balance at your cost.
- 6.4. Please note that the responsibility to ensure timely payment of the installment lies with the borrower, the company reserves the right to recover all accrued interest due to late payments either during or after the contractual term of the loan.
- 6.5. The amount owing by you to PCL at any time may be shown by a statement in which PCL's Officer has worked out and has stated as amount owing. The statement will be a proof of the amount owed to PCL by you and will be able to be used in any legal proceeding and will be accepted by the court on its own as correct unless the Borrower proves that it is incorrect

7. General

- 7.1. This agreement is the whole agreement between Premier Credit and the Borrower
- 7.2. The Borrower acknowledges that he or she fully understands the provisions of this Agreement and has entered into it voluntarily for his or her own benefit.
- 7.3. Premier Credit will give at the Borrowers request a statement setting out all deductions from his/her salary, outstanding balance and any amount payable in arrears.
- 7.4. The Borrower authorizes Premier Credit to access any information available to assess



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his or her application and also gives Premier Credit permission to register details of the conduct of the Borrower's account with any credit bureau, and the Borrower waives any claim he or she may have against Premier Credit in respect of such disclosure.

- 7.5. By signing this contract, the Borrower authorizes Premier Credit Limited to access the Borrower's credit history from a registered Credit Reference Bureau.

8. Loan Cancellation

- a. The Borrower has the right to cancel the loan at any stage of the loan processing or after receipt of the funds,
- b. Loan cancellation before disbursement of the funds should be communicated in writing through the email or an official letter to Premier Credit. info@premiergroup.co.ke
- c. Where the Borrower cancels the loan after receipt of the funds, the Borrower shall reimburse the disbursed amount within 72 hours of receipt of the said funds and the same should be communicated in writing through the email, a phone call to our call center or an official letter accompanied with the proof or refund, Failure to which Clause 2 of the Terms and Conditions shall take effect.

9. DISPUTE RESOLUTION

- 9.1 In case of a dispute regarding the loan contract herein or any transactions thereof, the borrower can seek resolution from the lender in writing via email info@premiergroup.co.ke or via Call Centre No **+254 (709 176000/730 812 000)**
 - 9.2 Unless this Agreement has already been repudiated or terminated, the parties shall, notwithstanding any disputes continue to carry out their obligations in accordance with this agreement.
- 10 The borrower hereby agrees and authorizes the Lender at any time without notice or demand and to the Borrower to consolidate all his/her existing loans and institute recovery through deductions from the Borrower's salary and payslip
- 11 The borrower represents and warrants that they, their employees, subcontractors and / or agents shall comply with all national labour laws, specifically those prohibiting any form of child labor, exploitation of children and/or forced labour. The borrower shall further comply with national environment and social laws and health and safety regulations.
- 12 I confirm that I have read, understood and agreed to have the above terms and conditions. I also authorize my employer to deduct monthly installments from my salary until the loan has been fully paid and to recover any outstanding installments against my terminal dues in the event of termination of employment before the loan is fully recovered.



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STATUTORY DECLARATIONS:

REPUBLIC OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATIONS ACT (CAP15 OF THE LAWS OF KENYA)

I do hereby make oath and declare as follows:

- a. THAT I am a [male/female] adult of sound mind and the lawful holder of a Kenyan National Identity Card Number and I am therefore competent to swear this Declaration.
- ii. That the telephone contacts I have provided shall be in active use for the duration of the loan. In the event that I change my telephone contacts, I will visit PCL offices and update my contacts.
- iii. THAT in case of any communication with regards to my loan account, I will promptly contact Premier Credit Limited's Call Center on Tel No. (0)709 176 000/730 812 000
- iv. THAT I am fully aware that Premier Credit Limited will send any communication with regards to my loan (Statements, Demand Notices) to the Postal and/or email addresses availed.
- v. THAT in the event of default, Premier Credit Limited is at liberty to contact my employer to ascertain my employment status and/or check off status
- vi. THAT should my employment cease for whatever reason during the term of the loan, that cessation of my employment shall not remove the liability of settling the loan from me.
- vii. THAT I acknowledge that I shall be liable to Premier Credit Limited for any outstanding unpaid loan amounts which I shall be required to settle.
- viii. THAT in the event of default, Premier Credit Limited is at liberty to contact my next of kin or alternative contact as provided by the client.
- ix. THAT I have provided all the documentation necessary to secure the loan facility sought including but not limited to my Identification card, copies of my original pay slips, my passport size photo and employment letter/staff id card.
- x. THAT I have received a copy of the Civil Servants Loan Application Form, Terms and Conditions and Statutory Declarations.
- xi. THAT I have read and understood the entire contract in respect of this loan facility that comprises of the Civil Servants USSD Loan Application process, Terms and Condition

This Agreement shall be subject to the Laws of Kenya and to the exclusive jurisdiction of the Kenyan Court.

B. TERMS AND CONDITIONS FOR POST BANK LOANS

1. CONSENT PURSUANT TO CREDIT REFERENCE BUREAU (CRB) REGULATIONS

I hereby authorize the premier Credit Limited to disclose or obtain any information relating to my account including data and information relating to this application and document approved herein and from any credit reference bureau.

2. CUSTOMER DECLARATION

2.1 I understand that this application will go through a vetting process and should my loan application be approved, a loan account of the amount requested will be created in my name and my current/salary account credited with the approved loan amount. Where the total approved loan amount includes amounts for loan takeovers at from other financiers, I further confirm that by completing and signing this form, I expressly consent to Premier Credit taking over such loans as I have indicated at the top of this form.

2.2 I understand that my delay in providing any documents will lead to an overall delay in processing my loan.

2.3 I authorize you to obtain any information you may require to this application form from Post Bank , if any, and from any other source to which you may apply.

2.4. In the event that the amount I qualify for is less than the amount requested, I instruct Premier Credit to contact me before crediting my account.

2.5 I confirm that I understand and agree that Premier Credit Limited may approve or decline my loan



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application at its sole and absolute discretion.

3. Applications and approval

- The Premier credit Limited may approve the full facility applied for or a lesser amount or decline the application at its sole discretion without giving any reasons, approval will be effected at the sole discretion of the lender, this document will remain an application only. Upon disbursement of the loan, which payment will confirm the approval of the application, this document will become a binding agreement between the borrower and Premier Credit Ltd
- The Facility and conditions contained in this agreement shall become effective and the Borrower's obligations shall commence the day that the premier credit disburses the approved amount by crediting the Borrower's account or otherwise by applying the principal loan proceeds for the Borrower's account or marking the approved limit on the Borrower's account.

The signature and delivery of this of this application by the Borrower is deemed conclusive evidence of the Borrower's agreement to be bound by the terms of the Facility as to the amounts of the Facility and interest as approved and determined by the institution

4. Interest and Insurance

4.1. Interest Rates

Interest will be charged at a rate or rates set by Premier Credit at the Institution's sole discretion from time to time. The Borrower hereby acknowledges and agrees that this rate represents a reasonable pre-estimate of the loss to be suffered by the institution in funding the default of the Borrower.

- Alteration of interest - Due to market conditions, the lender may alter the interest charges by giving the borrower at least one month calendar notice in advance. application by the Borrower is deemed conclusive evidence of the Borrower's agreement to be bound by the terms of the Facility as to the amounts of the Facility and interest as approved and determined by the institution Interest and Insurance

Post Bank Loan	
Interest Rate Per Month (Reducing Bal Rate)	3.50% per month
Number of Repayments	Min: 3 Months & Max: 36 Months
Loan Amount Limits	Min: KSh5,000.00 Max:KSh600,000.00

Post Bank Advance Loan	
Interest Rate Per Month (Flat Rate)	10% per month
Number of Repayments	1 Month
Loan Amount Limits	Min: KSh5,000.00 Max:KSh600,000.00

- N/B: Postbank Partnership Loans have the same product features and Pricing as Post Bank Loans

4.2. Insurance

- As a responsible lender, Premier Credit Limited has the right to insure the loan balance against death of the client. The next of kin must provide the death certificate as proof. The insurance premium is part of the loan application fee.

5. Representations and Warranties

The Borrower by his/her acceptance of the Facility Letter represents and warrants to Premier Credit Limited (and acknowledges that institution is expressly relying on such representations and warranties in agreeing to make and continuing to make the Facility available) that;



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- S/he is an adult of a sound mind and that the making and purpose of this agreement and the borrowings hereunder are within the Borrower's knowledge and s/he is aware of all statutory requirements in Kenya or in any other relevant jurisdiction where the Borrower has availed her/his personal information heretofore furnished to the Premier Credit Limited are true, correct and complete and present fairly and accurately the financial condition of the Borrower including contingent liabilities of every type, and that there have been no material adverse changes in the financial condition of the Borrower by said information since the dates thereof.
- When accepted, the Facility Document and these terms and conditions constitute legal valid and binding obligations of the Borrower enforceable in accordance with their terms (subject only to any limitations as to enforceability which would or might result from bankruptcy insolvency or other similar laws affecting the creditors rights generally)

6. Post bank savers loans

- All savers loan secured by 100% cash lien held by post bank. Right of set off documents to be executed by borrower before disbursement

7. Default and accelerations

- Premier Credit Ltd entitled (but not obliged) to demand payment of the total amount outstanding in terms of this agreement at any time if the Borrower fails, or neglects to strictly observe, any of the terms and conditions of this agreement, or in any other way commits a breach of agreement contract or assigns his/her estate in favor of his/her creditors, or comprised with any creditor, or the Borrower's estate is sequestrated or wound up, or the Borrower has made a false representation at the time of applying for the loan in terms of this agreement.

8. Concessions

If the Borrower fails to make any payment on the due date, or fails to discharge any of its obligations in terms of this agreement and Premier Credit Ltd takes no action against him/her, this shall not mean that Premier Credit Ltd has given up the right to take legal action.

9. Amendments

This agreement shall be the only agreement between the parties in respect of the loan. Any amendment thereof must be in writing and signed by both parties.

10. Recovery costs

The Borrower acknowledges that should it become necessary for Premier Credit Ltd to institute legal or any other action due to the non-compliance of the Borrower with the terms and conditions of this agreement, that he/she shall be liable for all such costs legal or otherwise, including tracing fees, collection commissions and all other costs

11. Acceptance of Terms

I have read and understood all the sections of this application form and the Terms and Conditions; and
b) All information given by me is accurate, true and complete.

C. TERMS AND CONDITIONS FOR SUPAKWIK AUTO LOANS

The minimum loan amount: Ksh 2,125.00

The maximum loan amount: Ksh 12,750.00

Interest rate is calculated at a flat rate of 4.4118% per week on the borrowed amount

Loan Term 1month.



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PREMIER CREDIT' S DATA PROTECTION POLICY

1. It is hereby understood and agreed that the personal data herein has been directly obtained from the borrower who has voluntarily provided this data to Premier Credit Ltd to facilitate the processing of the loan facility or access of the service sought by the borrower.
2. It is hereby understood and agreed that by signing this contract, the Borrower;
 - 2.1. Shall provide personal data which is required for various purposes including, but not limited to, processing applications for loan facilities or access to services, verification of a borrower's identity, carrying out credit scoring, complying with a contractual or legal obligation, prevention and detection of fraud or other crimes and for research, marketing, statistical or survey purposes and for customer feedback, sending newsletters or other client communication and complaints handling;
 - 2.2. consents that Premier Credit Ltd may disclose their personal data to specific third parties after obtaining their consent or where Premier Credit Ltd has a legal or regulatory obligation to disclose such data. Premier Credit Ltd shall not disclose any personal information to any third party (individual or entity) that is acting beyond its legal mandate;
 - 2.3. consents that for purposes of sub-clause 2.2 above, Premier Credit Ltd may disclose their personal data to:
 - 2.3.1. Law enforcement agencies, regulatory authorities, courts or other statutory authorities working within their legal mandate;
 - 2.3.2. Fraud prevention agencies, anti-money laundering agencies and CRB agencies;
 - 2.3.3. Debt collection agencies or other debt recovery entities and individuals such as advocates;
 - 2.3.4. Valuation and tracking companies
 - 2.3.5. Auctioneering firms
 - 2.3.6. Contracted sales agents
 - 2.3.7. Data storage and archiving institutions
 - 2.3.8. Insurance companies; and
 - 2.3.9. Any other person (natural or legal) that Premier Credit Ltd deems legitimately necessary to disclose the data to after informing the borrower.
 - 2.4. Consents to PCL processing their personal data as per its data privacy statement (<https://premierkenya.co.ke/wp-content/uploads/2023/02/Data-privacy-Statement-1.pdf>) and as guided by the Data Protection Act, 2019 and its subsequent regulations;
 - 2.5. Has given consent to PCL to continue holding and processing their personal data after the maximum period of seven (7) years even after all obligations under the loan facility or service sought have been settled due to regulatory requirements;
 - 2.6. Consents to the holding and processing of their personal data after the maximum period as stated in clause 2.5 above for purposes which will include; complying with our statutory duty to ensure the efficient running of PCL, research, product development, analysis of market trends and legitimate marketing purposes. The Company shall ensure that it has in place proper, technical and organizational, measures to ensure the security, confidentiality and availability of such personal data;
 - 2.7. Is at liberty to exercise their rights as a data subject as provided by the Data Protection Act, 2019 and its subsequent regulations. Such rights include:
 - 2.7.1. The right to be informed
 - 2.7.2. The right to correct false or outdated data
 - 2.7.3. The right to access their data
 - 2.7.4. The right to erase false and misleading data
 - 2.7.5. The right to restrict/object to the processing of part or all of their personal data; and
 - 2.7.6. The right to data portability
3. For queries, to exercise rights as a data subject and for more information on our Data Privacy Statement, the borrower may contact our Data Protection personnel at dataprotection@premiergroup.co.ke; or via our official channels on our website
4. PCL undertakes to ensuring that the personal data provided by the borrower is processed in accordance with the Data Protection Act, 2019 and its regulations as amended from time to time.
5. The Borrower has the right to withdraw consent to data processing at any time. The Borrower may do this by contacting our Data Protection Personnel at dataprotection@premiergroup.co.ke or via our official channels or the



NGINYO TOWERS, 5TH FLOOR
KONINANGE STREET
P.O BOX 21256-00100
NAIROBI.

means explained to the Borrower at the time he/she gave consent.

PREMIER CREDIT'S MARKETING CLAUSE

1. The Borrower having provided Premier Credit Ltd (PCL) with their personal information as part of this loan application, he/she agrees that PCL may use said data for marketing purposes as outlined below.
2. We may use the Borrower's personal information to:
 - a. Promote and market PCL's loan products
 - b. Inform the Borrower of special offers, discounts, or limited-time promotions
 - c. Conduct market research or surveys to improve our services and better understand client preferences
 - d. Provide updates about changes to our services, policies, or terms that may affect the borrower
 - e. Seek testimonials from clients to share on various channels as will be informed to the Borrower prior to sharing
3. PCL may directly make marketing communication to the Borrower through various channels and methods, including but not limited to:
 - a. Telephone marketing- contacting the borrower via phone calls or text messages (SMS) to discuss additional tailored loan options, repayment plans, or exclusive promotions.
 - b. In-person marketing- marketing our products through flyer, brochures or in-person explanations on our products
 - c. Electronic marketing- Sending communication via electronic means through trusted communication services or social media; which communication might include messages highlighting: promotional offers, loan top-up reminders, or updates about new financial products to the Borrower's provided email address or handle on trusted communication services
4. Data sharing may be done with third party service providers including but not limited to communication and media platforms that assist us in offering the Borrower personalized marketing communication and newsletters highlighting client testimonials or marketing among other functions. These providers are contractually obligated to keep the Borrower's data safe and utilize it only for the purposes PCL may specify.
5. The Borrower, in addition to their rights as a data subject under the data protection policy of these terms and conditions, has the following rights related to marketing:
 - a. "Opt-Out" - the borrower can opt out of particular marketing channels or all marketing communications at any time by reaching out to PCL via our official channels or using the provided "Opt-Out" link in our communication
 - b. Customization- the borrower may request that we customize our marketing to particular products or services by notifying PCL of their preferences via our official channels on the website
6. PCL will retain the borrower's personal information for marketing purposes only for the period consented to or as required by law. If the borrower does not wish to receive marketing communication, this will not affect their ability to obtain this loan product from PCL.
7. By agreeing to these marketing terms, he/she acknowledges that they have read and understood the terms including their right to withdraw consent at any time by contact PCL via channels outlined in the data protection policy above.