TERMS OF USE

PREMIER CREDIT LIMITED MOBILE APPLICATION

WHEREAS

The following Terms of Use apply to a User who by installing, downloading, registering or in any way accesses the features or services offered through the Premier Credit Mobile Application agrees to the terms herein, Premier Credit's Privacy Policy and all product-specific terms and conditions.

These Terms of use should be read alongside the product-specific terms and conditions given during loan application.

In the event the User does not agree to these terms, the use must not use the application.

1. INTERPRETATION AND DEFINITIONS

1.1. In these Terms of Use, unless the context otherwise requires:

- **"Terms"** means these Terms of Use
- **"Premier"** means Premier Credit Limited a non-deposit taking microfinance institution regulated by the Central Bank of Kenya.
- **"Application"** means the mobile application accessed for the provision of digital credit services
- **"User"** means any person who downloads, installs, accesses or uses the Application
- **"Services"** means the digital credit facilities and related services accessible on the Application

2. ELIGIBILITY

2.1. The User represents and warrants on a continuing basis that:

2.1.1. They are at least 18 years old and have full legal capacity to enter into a contract under Kenyan Law

2.1.2. All information provided during registration is true, accurate and complete as of the time of submission and the User has full authority to provide personal data used in the Application

2.1.3. They are not listed on any sanctions list, that would prevent them from accessing the services

3. REGISTRATION AND ACCOUNT SECURITY

3.1. The User must register using their Kenyan mobile number and agree to complete Know Your Customer (KYC) verification as required for the provision of Application related services

3.2. The User is solely responsible for maintaining the confidentiality of account access logins and all activities occurring under The User account

3.3. The User shall not use the Application for any unlawful purpose or attempt to gain unauthorized access to any part of the Application or related systems

3.4. In the event The User suspects unauthorized access or use of The User's account The User must immediately notify Premier at info@premiergroup.co.ke

4. SERVICES

4.1. Upon account creation, the User will be able to apply for a loan facility, view their account, make repayments, receive notifications and access other features available on the Application.

4.2. The Application provides access to Premier products as regulated by the Central Bank of Kenya catered to serve different purposes and as guided by our product specific terms and conditions.

4.3. Premier reserves the right to approve or decline any application for credit at its sole discretion

4.4. Before The User accepts any loan facilities, pre-disbursement communication will contain the loan features which should be read and understood prior to loan disbursement. Acknowledgement of product specific terms and conditions will suffice as agreement to the loan terms.

4.5. The User commits to repaying any due loan installment as they fall due.

4.6. All payments based on a service provided should only be made through Premier's payment channels as elaborated during loan application

4.7. In the event of default, the product specific debt recovery procedure shall apply as permitted by law to recover any outstanding amounts.

5. PRIVACY AND DATA PROTECTION

5.1. Premier shall collect and process Personal Data in accordance with the Data protection Act, 2019 and in line with its Data Protection Policy and Product specific processing requirements.

5.2. The User consents to the collection of their personal data as requested by the Application and the processing of User data as per Premier’s Data protection Policy.

5.3. The User acknowledges that Premier might have to disclose personal data submitted to third party entities outlined in the product specific terms and conditions which includes, but is not limited to; Credit Reference Bureaus (CRBs) and Debt recovery entities

6. COMMUNICATIONS AND CONTACT

6.1. The User expressly agrees that as part of the services, they may from time to time receive communications from Premier via email, text message or phone call including promotional newsletters, offers, advertisements and updates on our services.

6.2. The user has the option of withdrawing consent to receiving promotional messages by following the opt-out instructions in the messages, this however does not include service-related communication which is necessary for efficient service delivery.

6.3. The User warrants that personal data given for a secondary contact is shared with consent from the data subject and that the secondary contact can be contacted in the event the User cannot be contacted

7. INTELLECTUAL PROPERTY

7.1. All trademarks, copyright, database rights, and other intellectual property rights in the application remain our property or that of our licensors.

7.2. The User shall not copy, modify, distribute, or create derivative works from any part of the Application without Premier’s prior written consent.

7.3. Any duplication, modification or use without consent constitute a material breach of these terms and Premier will be at liberty to pursue legal action.

8. DISCLAIMER AND LIMITATION OF LIABILITY

8.1. The Application and Services provided are given without warranties of any kind including any warranty alluding to uninterrupted or error-free use of the Application.

8.2. To the maximum extent permitted by law, we exclude liability for: indirect or incidental loss, loss of profit, data or business opportunity and any loss cause by network downtime, third party or device used to access the Applciation.

8.3. The User agree to indemnify Premier against all claims, losses, damages, costs and expenses arising from; breach of these terms, User negligent act or third-party claims relating to The User use of the Application

8.4. Premier is not liable for failure to perform any of its duties due to events beyond its reasonable control, this includes but is not limited to; protest, pandemic, internet outage and acts of god

9. COMPLAINTS AND DISPUTE RESOLUTION

9.1. In the event The User has any complaints or dispute regarding the Application, these terms or any other service related to the Application kindly contact our Customer Care at info@premiergroup.co.ke or via phone call on +254709176000

9.2. The User and Premier have the option of referring any dispute not resolved amicably to arbitration prior to invoking any other remedies available to the parties

10. GENERAL

10.1. Premier may suspend or terminate the user's access to the Application at any time without notice if the User breaches these terms or any applicable law.

10.2. The User may terminate use of the Application at any time by uninstalling the Application and settling all outstanding obligations, the user's data shall be archived as per the Company's data deletion guidelines and in line with applicable laws.

10.3. These terms, Premier's Data protection policy, product-specific agreements constitute the entire agreement between the User and Premier for the use of the Application

10.4. If any terms herein are unenforceable, it shall not affect the validity of all other terms

10.5. The Company reserves the right to amend these terms at any time and any amendment shall be communicated to the User and shall be effective upon publication on the Application. Continued use of the Application after amendment shall constitute acceptance of the amended Terms.

10.6. The User agree that electronic records, signatures and OTPs used through the Application are legally binding

CONTACT INFORMATION

For questions, feedback, complaints or request contact:

Premier Credit Limited,

P.O Box 21256-00100, Nairobi, Kenya

Email: Info@premiergroup.co.ke

Phone: +254709176000

Website: www.premierkenya.co.ke

By clicking **"Accept"** or by using the Application, the User acknowledges having read, understood, and agreed to be bound by these Terms of Use.

Updated: 27th November 2025