



TERMS AND CONDITIONS FOR OPENING AND USE OF THE ZAZIPAY ACCOUNT

THE AGREEMENT

- 1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to zazipay account and platform (as hereinafter defined) opened by you (as hereinafter defined) with MyCredit (as hereinafter defined).
- 1.2. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

DEFINITIONS

- 2.1. In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:
 - 2.1.1. "**zazipay**" means a mobile platform from MyCredit that allows you to access financial solutions that include instant loans, utility bill payments and airtime purchase at your convenience.
 - 2.1.2. "**MyCredit**" is a non-bank financial institution registered in Kenya under the Companies Act (CAP 486) (now repealed) of the Laws of Kenya. It offers services such as Loans, Insurance and Guarantees.
 - 2.1.3. "**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;
 - 2.1.4. "**Customer**" means the person in whose name the zazipay account with MyCredit is existing;
 - 2.1.5. "**E-Money**" means the electronic monetary value depicted in your zazipay account representing an equal amount of cash;
 - 2.1.6. "**Equipment**" includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network;
 - 2.1.7. "**IPRS**" means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons;
 - 2.1.8. "**zazipay Menu**" means service option available on the zazipay mobile platform accessible via App or USSD.
 - 2.1.9. "**M-PESA Account**" means your mobile money store of value, being the record maintained by Safaricom of the amount of e-Money from time to time held by you in the M-PESA System;
 - 2.1.10. "**zazipay PIN**" means your personal identification number being the secret code used to access and operate the zazipay system and your zazipay account;



- 2.1.11. **“Network”** means a mobile network operator in Kenya registered with the Communications Authority of Kenya
- 2.1.12. **“Request”** means a request or instruction received by MyCredit from you or purportedly from you through the Network and the System and upon which MyCredit is authorized to act;
- 2.1.13. **“Services”** shall include any form of financial services or products that MyCredit may offer you pursuant to this Agreement and as you may from time to time subscribe to and **“Service”** shall be construed accordingly;
- 2.1.14. **“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 MyCredit System;
- 2.1.15. **“SMS”** means a short message service consisting of a text message transmitted from one mobile phone to another;
- 2.1.16. **“System”** means MyCredit’s software platform used to offer financial services for zazipay account holders.
- 2.1.17. **“Transaction Fees”** includes the facility Fee (as defined at clause 5.2.6), the Rollover Fee (as defined at clause 5.2.9) and any other fees and charges payable for the use of the Services as published by MyCredit on the zazipay’s website and/or MyCredit’s website and/or the daily newspapers in Kenya or by such other means as MyCredit shall in its sole discretion determine. Transaction Fees are subject to change at any time at MyCredit’s sole discretion;
- 2.1.18. **“We,” “our,”** and **“us,”** means MyCredit and includes the successors and assigns of MyCredit;
- 2.1.19. **“You”** or **“your”** means the Customer and includes the personal representatives of the Customer;
- 2.2. The word **“Customer”** shall include both the masculine and the feminine gender as well as juristic persons;
- 2.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1. Before applying to open zazipay account via the MyCredit System, you should carefully read and understand these Terms and Conditions which will govern the use and operation of the zazipay account.
- 3.2. If you do not agree with these Terms and Conditions, please click **“Decline”** on the zazipay Menu.
- 3.3. You will be deemed to have read, understood and accepted these Terms and Conditions: -



- 3.3.1. Upon clicking on the “Accept” option on the zzipay’s Menu requesting you to confirm that you have read, understood and agreed to abide with these Terms and Conditions; and/or
- 3.3.2. by using or continuing to use and operate the MyCredit Account.
- 3.4. By applying to open a zzipay account with MyCredit, 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 zzipay account and you affirm that these Terms and Conditions herein are without prejudice to any right that MyCredit may have with respect to the zzipay account in law or otherwise.
- 3.5. These Terms and Conditions may be amended or varied by MyCredit from time to time and the continued use of your zzipay account constitutes your agreement to be bound by the terms of any such amendment or variation.
- 3.6. You acknowledge and accept that MyCredit offers the zzipay account only electronically and you agree to do business with MyCredit and to operate zzipay account only by electronic means via the zzipay Menu on the zzipay System. Any query and complaint you may have relating to the Services shall be addressed to MyCredit through the Customer support. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the Services pertaining to the zzipay account.
- 3.7. You accept the terms of service including disclosure of your credit information by Safaricom and MyCredit partners for purposes of credit appraisal.

ACCOUNT OPENING

- 4.1. In order to open a zzipay account with MyCredit, you must be at least 18 years old and a registered and active M-PESA Subscriber. MyCredit reserves the right to verify with Safaricom the authenticity and status of your M-PESA Account
- 4.2. You may open a zzipay account solely by way of an electronic application made by you using your App or USSD via the zzipay Menu on the zzipay System.
- 4.3. You hereby agree and authorize MyCredit to request Safaricom for your personal information held by Safaricom pursuant to the agreement between you and Safaricom for the provision of Safaricom products and services and M-PESA Service including your phone number, name, date of birth, ID or Passport Number and such other information that will enable MyCredit to identify you and comply with the regulatory “Know Your Customer” requirements (together the “Personal Information”). You also hereby agree and authorize MyCredit to request Safaricom for information relating to your use of the M-PESA Service and M-PESA System as MyCredit shall require for purposes of providing you the Services (“M-PESA Information”). You hereby consent to the disclosure of the Personal Information and the M-PESA Information by Safaricom to MyCredit and to the aforesaid use of the Personal Information and the M-PESA Information by MyCredit.



- 4.4. You hereby agree and authorize MyCredit 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 MyCredit.
- 4.5. You hereby further acknowledge and MyCredit to verify your Personal Information received from Safaricom pursuant to Clause 4.3 against the information received from the Government of Kenya in your respect as contained in the IPRS.
- 4.6. MyCredit reserves the right to request for further information from you pertaining to your application for a zazipay account at any time. Failure to provide such information within the time required by MyCredit may result in MyCredit declining to accept your application for a zazipay account.
- 4.7. Acceptance by MyCredit of your application for a zazipay account shall be done via SMS sent to the Safaricom Mobile Phone Number associated with your M-PESA Account. You acknowledge and accept that the acceptance by MyCredit of your application for a zazipay account does not create any contractual relationship between you and Safaricom beyond the terms and conditions that apply to your MPESA Account from time to time.
- 4.8. MyCredit reserves the right to decline your application for a zazipay account or to revoke the same at any stage MyCredit's sole discretion and without assigning any reason or giving any notice thereto. MyCredit shall not be liable for any loss, expense, damage incurred as result of declining to register your application or revoking your registrations.

TYPES OF ACCOUNT

zazipay Loan Account

- 5.2.1. As a holder of the zazipay account, you may, subject to these Terms and Conditions, apply for a loan from MyCredit using the zazipay Menu on your App or USSD.
- 5.2.2. Where you apply for a loan from MyCredit, your application shall be appraised according to the Criteria set by MyCredit. MyCredit reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.
- 5.2.3. Subject to approval of your application for a loan MyCredit shall disburse to you a loan of an amount to be determined by the MyCredit in its sole discretion subject to a minimum amount of Kenya Shillings One Thousand (Kshs. 1,000/=) and a maximum amount of Kenya Shillings Twenty-Five Thousand (Kshs. 25,000/=) or such other minimum or maximum amount as MyCredit may from time to time in its sole discretion determine (the "Loan").
- 5.2.4. The proceeds of the Loan shall be credited into your zazipay account subject to any deductions on account of applicable Transaction Fees.
- 5.2.5. You shall repay the loan depending with the set repayment period for the loan taken.
- 5.2.6 In consideration of MyCredit granting you the loan Via your zazipay account, interest will be deducted upfront



Loan Type	Interest rate
30 Days	15%
14 Days	10%
7 Days	7.5%
1 Day	5%

- 5.2.7. You shall make all payments due from you to MyCredit in respect of the Loan and Transaction Fees Via the App or USSD using Zazipay system.
- 5.2.8. In the event that you do not repay the Loan in full within thirty (30) calendar days of the date of disbursement of the Loan, MyCredit will automatically roll over any outstanding amount in respect of the Loan including the Facility Fee for a further period of thirty (30) calendar days.
- 5.2.9. In consideration of the MyCredit forbearing to demand the immediate payment of the outstanding amount due in respect of your Loan and rolling over the same pursuant to Clause 5.2.8, you shall, in addition to paying the outstanding amount in respect of the Loan any outstanding Facility Fee, pay to the MyCredit a roll-over fee as indicated below (the “Roll-Over Fee”).

Product	Penalty	Roll Over Frequency	Grace Period	1st Penalty	2nd Penalty
Daily	10%	X1	24hr	day 3	day 7
Weekly	7.5%	X1	3 days	day 11	day 16
Biweekly	10%	X1	5 days	day 20	day 31
Monthly	15%	X1	7 days	day 38	day 61
Pay Day	10%	X1	7 days	day 38	day 61

- 5.2.14. You hereby expressly consent and authorize MyCredit to disclose, respond, advise exchange and communicate the details or information pertaining to your zazipay account to Credit Reference Bureaus as required under the Banking Act or any other regulatory body.

FEES

- 6.1. You hereby agree to pay all Transaction Fees payable in connection with your use of the Services.
- 6.2. You shall pay to MyCredit and the MyCredit is entitled deduct from your zazipay account (without reference to you)
- 6.2.2. any legal charges including advocate and client costs incurred by MyCredit in obtaining legal advice in connection with your zazipay account and your dealings with the MyCredit or incurred by the MyCredit in any legal, arbitration or other proceedings arising out of any dealings in respect of your zazipay account; and



6.2.3. all other fees, expenses and taxes, duties, impositions and expenses incurred in complying with your Requests.

6.3. You hereby agree to pay costs charges and expenses incurred by MyCredit in obtaining or attempting to obtain payment of any loan owed under your zazipay account .

STATEMENTS

7.1. You may request for a statement or activity report in respect of your zazipay account from MyCredit using your App or USSD (“zazipay Mini Statement”).

7.2. A zazipay Mini Statement shall provide details of the last 5 (five) transactions (or such other number of transactions as determined by MyCredit) in your zazipay account initiated in your zazipay App or USSD.

7.3. A zazipay Mini Statement shall not be sent to you in printed form or delivered to you either by SMS but you may view it from your App or USSD.

7.5. Save for a manifest error, a zazipay Mini Statement issued to you aforesaid in respect of your zazipay account shall be conclusive evidence of the transactions carried out on your zazipay account for the period covered in the zazipay Mini Statement

IRREVOCABLE AUTHORITY OF MYCREDIT

8.1. You hereby irrevocably authorize MyCredit to act on all Requests received by MyCredit from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.

8.2. If you request MyCredit to cancel any transaction or instruction after a Request has been received by the MyCredit from you, MyCredit may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.

8.3. MyCredit 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, MyCredit believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.

8.4. MyCredit is authorized to effect such orders in respect of your zazipay account as may be required by any court order or competent authority or agency under the applicable laws.

8.5. In the event of any conflict between any terms of any Request received by MyCredit from you and these Terms and Conditions, these Terms and Conditions shall prevail.

CUSTOMER’S EQUIPMENT AND CUSTOMER’S RESPONSIBILITIES



- 9.1. You shall at your own expense provide and maintain in safe and efficient operating order of App or USSD necessary for the purpose of accessing the System and the Services.
- 9.2. You shall be responsible for ensuring the proper performance of your App and USSD. MyCredit shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall MyCredit be responsible for any computer virus or related problems that may be associated with the use of the System, the Services and the Equipment. You shall be responsible for charges due to any service provider providing you with connection to the Network and MyCredit shall not be responsible for losses or delays caused by any such service provider.
- 9.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by MyCredit concerning the use of the System and Services.
- 9.4. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your App and USSD and for keeping your zazipay PIN secret and secure. You shall ensure that your zazipay PIN does not become known or come into possession of any unauthorized person. MyCredit shall not be liable for any disclosure of your zazipay PIN to any third party and you hereby agree to indemnify and hold MyCredit harmless from any losses resulting from any zazipay PIN disclosure.
- 9.5. You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from MyCredit 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.
- 9.6. You shall immediately inform MyCredit through the Customer support in the event that:
 - 9.6.1. You have reason to believe that your zazipay PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
 - 9.6.2. 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.
- 9.7. You shall at all times follow the security procedures notified to you by MyCredit 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 zazipay 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.
- 9.8. You shall not at any time operate or use the Services in any manner that may be prejudicial to MyCredit.

EXCLUSION OF LIABILITY

- 10.1. MyCredit shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within the MyCredit'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, and failure of any public or private telecommunications system.

- 10.2. MyCredit will not be liable for any losses or damage suffered by you as a result of or in connection with: -
 - 10.2.1. unavailability of enough funds in your MPESA Account and/or in your zazipay account;
 - 10.2.2. failure, malfunction, interruption or unavailability of the System, your App or USSD, the Network, and/or M-PESA Service;
 - 10.2.3. the money in your zazipay account being subject to legal process or another encumbrance restricting payments or transfers thereof;
 - 10.2.4. your failure to give proper or complete instructions for payments or transfers relating to your zazipay account;
 - 10.2.5. any fraudulent or illegal use of the Services, the System and/or your App or USSD; or
 - 10.2.6. Your failure to comply with these Terms and Conditions and any document or information provided by MyCredit concerning the use of the System and the Services.
- 10.3. If for any reason other than a reason mentioned in subparagraphs 10.1 or 10.2, the Services are interfered with or unavailable, the MyCredit's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.
- 10.4. Save as provided in subparagraph 10.3 MyCredit shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.
- 10.5. Under no circumstances shall MyCredit 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 MyCredit.
- 10.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that the MyCredit provides to you through the System or otherwise are vested either in MyCredit or in other persons from whom MyCredit has a right to use and to sub-license the System and/or the said documentation. 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 MyCredit.



INDEMNITY

12.1. In consideration of MyCredit complying with your instructions or Requests in relation the zazipay account , you undertake to indemnify MyCredit and hold it harmless against any loss, charge, damage, expense, fee or claim which MyCredit suffers or incurs or sustains thereby and you absolve MyCredit from all liability for loss or damage which you may sustain from MyCredit acting on your instructions or requests or in accordance with these Terms and Conditions.

12.2. The indemnity in clause 12.1 shall also cover the following:

12.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against MyCredit or which it 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 MyCredit's 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 MyCredit.

12.2.2. 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.

12.2.3. Any unauthorized access to your zazipay 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.

12.2.4. Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions 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 MyCredit as a consequence of any breach by these Terms and Conditions.

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

VARIATION AND TERMINATION OF RELATIONSHIP

13.1. MyCredit may at any time, upon notice to you, terminate or vary its business relationship with you and close your zazipay account and in particular but without prejudice to the generality of the foregoing MyCredit may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as MyCredit may determine.

13.2. Without prejudice to MyCredit rights under clause 13.1, MyCredit may at its sole discretion suspend or close your zazipay account:

13.2.1. if you use the zazipay account for unauthorized purposes or where MyCredit detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;



- 13.2.2. if your M-PESA Account or agreement with Safaricom is terminated for whatever reason;
 - 13.2.3. if MyCredit is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
 - 13.2.4. if MyCredit reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any Loan amount due from you where applicable);
 - 13.2.5. where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;
 - 13.2.6. to facilitate update or upgrade the contents or functionality of the Services from time to time;
 - 13.2.7. where you remain inactive for any period of time determined by MyCredit in its reasonable discretion; or
 - 13.2.8. If MyCredit 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.
- 13.3. You may close your zazipay account at any time using the Customer support provided.
- 13.5. Termination shall however not affect any accrued rights and liabilities of either party.
- 13.6. If MyCredit receives notice of your demise, MyCredit will not be obliged to allow any operation or withdrawal from your zazipay account by any person except upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

DISCLOSURE OF INFORMATION

- 14.1. You hereby expressly consent and authorize MyCredit to disclose, receive record or utilize your personal information or information or data relating to your zazipay account and any details of your use of the Services:
- 14.1.1. 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;
 - 14.1.2. to and from MyCredit's service providers, dealers, agents or any other company that may be or become MyCredit's subsidiary or holding company for reasonable commercial purposes relating to the Services;
 - 14.1.3. to a Credit Reference Bureaus;
 - 14.1.4. to MyCredit's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;
 - 14.1.5. to Safaricom in connection with the M-PESA Service and other data related Services;



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

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

MISCELLANEOUS

15.1. These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.

15.2. This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.

15.3. MyCredit may vary or amend at any time and without notice to you these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or zazipay website and social Media Pages and/or by any other means as determined by MyCredit and any such variations and amendments shall take effect immediately upon publication.

15.4. No failure or delay by either yourself or MyCredit in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

15.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

15.6. If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.

15.7. Any addition or alteration to these Terms and Conditions may be made from time to time by the Bank and of which notice has been given to you by way of publication as provided in subparagraph 15.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

NOTICES

16.1.1. MyCredit may send information concerning the zazipay account via SMS to the Safaricom Mobile Phone number associated with your MyCredit or zazipay account.

16.1.2. You acknowledge that you have no claim against MyCredit for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the zazipay account.

DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

15.1. You may contact the customer support to report any disputes, claims or zazipay account discrepancies.



- 15.2. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer support representatives shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.
- 15.3. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.
- 15.4. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.