

**LIBERTY/XPEDIA TERMS & CONDITIONS OF USE FOR OKOA WALLET: OKOA MSANII AND OKOA SASA**

**1. Summary**

- 1.1 These Terms & Conditions (T&Cs) constitutes an agreement between the Subscriber and **Xpedia Management Limited and/or Liberty Afrika Technologies Limited** (hereinafter “**CPs**”).
- 1.2 The **CPs** have created a specialized product which allows the Subscriber to receive royalty, credit facilities or other remittances through the **CPs’** payment platform (hereinafter the “**Okoa Wallet**”).
- 1.3 These T&Cs take effect upon the Subscriber’s acceptance of the same by subscribing to the wallet through \*884# on their mobile phone. By subscribing to the wallet, the Subscriber acknowledges to have read and accepted the T&Cs and any amendments and variations as shall be in effect at that time.

**2. Definitions and Interpretation**

- 2.1 In these T&Cs the following words and expressions shall, save where the context otherwise requires, have the following meanings:-

- 2.1.1 “**Account**” means the Subscriber’s account with the **CPs**;
- 2.1.2 “**Artist**” means a copyright holder who is registered with **CPs**, for purposes of administration of the Copyright Owner’s Royalties;
- 2.1.3 “**Borrower**” means a person who has obtained credit facilities from the **CPs**;
- 2.1.4 “**Business Day**” means a day other than a Saturday, Sunday or gazetted holiday in Kenya;
- 2.1.5 “**Credentials**” means the Subscriber’s personal credentials used to access **CPs Paybill Number** and operate the Subscriber’s Mobile Money Account;
- 2.1.6 “**E-Money**” means the electronic monetary value depicted in the Subscriber’s Account representing an equal amount of cash;
- 2.1.7 “**Equipment**” includes the Subscriber’s mobile phone handset and/or other equipment which when used together enables the Subscriber to access the Network, fitted with a duly registered SIM Card of the Subscriber ;
- 2.1.8 “**Force Majeure**” means events, circumstances or causes beyond a reasonable control of the **CPs** making performance of its obligations inadvisable, commercially impracticable, illegal, or impossible, including but not limited to acts of God, war, strikes or labor disputes, embargoes or Governmental orders;
- 2.1.9 “**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;
- 2.1.10 “**License Restrictions**” means actions listed in Section 4 which constitute a breach of these T&Cs;
- 2.1.11 “**Loan**” means the total sum of the Credit Advance made or to be made by the **CPs** to the Borrower under these T&Cs and also includes any accumulated penalties or any amount as may be advised by the **CPs** from time to time;
- 2.1.12 “**Mobile Money Account**” means the value of the Subscriber’s money based on the record maintained by Mobile Money Providers in Kenya of the amount of E-Money from time to time and held by the Subscriber in the Mobile Money Provider’s System;
- 2.1.13 “**Mobile Money**” means the value of the Subscriber’s money held by a Mobile Money Provider;
- 2.1.14 “**Mobile Money Service**” means the money transfer and payments service provided by the Mobile Money Providers through the Mobile Money System;
- 2.1.15 “**Mobile Money System**” means the system operated by the Mobile Money Providers for the provision of the Mobile Money Service;
- 2.1.16 “**Mobile Network Operator**” or “**Mobile Money Provider**” means a mobile network operator;
- 2.1.17 “**Network**” means a mobile cellular network operated by a Mobile (virtual) Network Operator;
- 2.1.18 “**Okoa Msanii**” means the credit facilities made available to artists by virtue of being artists;

- 2.1.19 “**Okoa Sasa**” means the credit facilities made available to Subscribers others than as an Artist;
- 2.1.20 “**Okoa Wallet**” means the System created and owned by the **CPs** that enables the Subscriber to receive royalty, credit facilities or other remittances;
- 2.1.21 “**Personal Information**” means the Subscriber’s information such as phone number, name, date of birth, identification number or passport number and any other such information that will enable the **CPs** to identify the Subscriber and comply with the **CPs** regulatory "Know Your Customer" requirements;
- 2.1.22 “**Relevant Information**” means information that the **CPs** shall require for purposes of providing the Services;
- 2.1.23 “**Request**” means instructions received by the **CPs** from the Subscriber or purportedly from the Subscriber through the Network and the System and upon which the **CPs** is authorized to act;
- 2.1.24 “**Rollover Fee**” means the penalties applicable to the Borrower/Artist for failing to make any payments due to the **CPs** at the due date for such payment;
- 2.1.25 “**Services**” shall include any form of services or products that the **CPs** may offer to the Subscriber pursuant to these T&Cs as the Subscriber may from time to time subscribe to and "Service" shall be construed accordingly;
- 2.1.26 “**Service fees**” means such fees as the **CPs** or Mobile Network Operator or Mobile Money Provider may levy for the use of the Services;
- 2.1.27 “**SIM Card**” means the subscriber identity module registered with a Mobile Money Provider which when used with the appropriate mobile phone handset and or other equipment enables the Subscriber to access the Network and to use the Mobile Money Account;
- 2.1.28 “**SMS**” means a short message service consisting of a text message transmitted from the Subscriber’s mobile phone to another;
- 2.1.29 “**Subscriber**” means a person who **registers and activates use of the System**;
- 2.1.30 “**System**” means Okoa Wallet which is the infrastructure enabling the Subscriber to access the **CPs** for purposes of the Services. The System and the Services will be accessed through a Mobile Network Operator;
- 2.1.31 “**Technology**” means services used or supported by the USSD or Paybill or any other such platforms;
- 2.1.32 “**Terms and Conditions**” refer to these Terms and Conditions together with the Privacy Policy and the Credit Advance Offer as amended from time to time;
- 2.2 In addition to the above definitions, unless the context requires otherwise,
  - 2.2.1 the singular shall include the plural and vice versa;
  - 2.2.2 a reference to any one gender, whether masculine, feminine or neuter, includes the other two;
  - 2.2.3 all the headings, subheadings and bullet points in these T&Cs are for convenience only and are not to be considered for the purposes of interpreting it;
  - 2.2.4 Words and expressions defined in a statute shall bear the same meaning ascribed them in the relevant statute whenever used herein;
  - 2.2.5 "Days" shall be construed as calendar days unless qualified by the word "Business";
  - 2.2.6 any reference to a statute or statutory provision or to any other rules or regulations of any competent authority shall be construed as references to such statute or statutory provision or rules or regulations as respectively amended or re-enacted or as their operation is modified by any other statute or statutory provision rules or regulations (whether before or after the date of these T&Cs ) and shall include any provisions of which they are re-enactments (whether with or without modification) and shall include subordinate legislation, made under the relevant statute;
  - 2.2.7 The expression “**hereof**”, “**herein**” and similar expressions shall be construed as references to these Terms and Conditions as a

whole and not be limited to the clause or provisions in which the relevant expression ears;

- 2.2.8 The words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it;
  - 2.2.9 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout these T&Cs;
  - 2.2.10 unless specifically otherwise provided, any number of days prescribed for issuing any notice shall be determined by excluding the first and including the last day or where the last day does not fall on a Business Day, the next succeeding Business Day;
  - 2.2.11 Where figures are referred to in numeral and in words, and there is any conflict between the two, the words shall prevail unless the context indicates a contrary intention;
  - 2.2.12 If the day on which anything to be done is not a Business Day, then if it involves a payment other than a payment which is due on demand, it shall be done by close of business on the preceding Business Day, and in all other cases, it shall be done no later than by close of business on the next Business Day;
  - 2.2.13 Reference to the CPs or the Subscriber shall include reference to the relevant legal personal representatives, successors in title and permitted assigns as the case may be and reference to the CPs shall also include the CPs' affiliates, subsidiaries and business associates;
  - 2.2.14 Any covenant by a Party not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person so far as this is within the power or control of such a Party.
3. **Acceptance of T&Cs**
  - 3.0. Having read and understood the Terms and Conditions herein and subscribed to the wallet, the Subscriber agrees to be bound by the terms herein.
    - 3.1. The Subscriber will be deemed to have accepted all the T&Cs with the amendments therein if the proceeds to request and access the Services.
    - 3.2. The Subscriber acknowledges that these T&Cs are without prejudice to any other right that the CPs may have with respect to the Services and/or CPs Mobile Money Account in law or otherwise.
    - 3.3. These T&Cs may be amended or varied from time to time and the continued use of the Services constitutes the Subscriber's agreement to be bound by the terms of any such amendment or variation.
    - 3.4. By using the Services, the Subscriber consents to: -
      - 3.4.1. the CPs collecting and using any Confidential Information;
      - 3.4.2. Transmission, collection, retention, maintenance, processing and use of any data to determine credit scoring services or to improve the Services.
      - 3.4.3. Levying service fee for use of the services.
  4. **Scope of License**
  - 4.1 In consideration of the Subscriber agreeing to abide by these T&Cs, the CPs grant to the Subscriber a non-transferable, non-exclusive license to use the USSD and/or the Paybill.
  - 4.2 Except as expressly set out in these T&Cs, the Subscriber agrees: -
    - 4.2.1 not to make alterations to, or modifications of, the whole or any part of the Paybill, or permit the Paybill or any part of it to be combined with, or become incorporated in any other programs;
    - 4.2.2 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Paybill;
    - 4.2.3 to include the CPs' copyright notice on all entire and partial copies that he makes of the Paybill on any medium;
    - 4.2.4 to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Paybill or any Services, together with third party License Restrictions.
    - 4.2.5 not to use the Paybill or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these T&Cs, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Paybill, any Service or any operating system;

- 4.2.6 not to infringe the CPs intellectual property rights or those of any third party in relation to the use of the Paybill or any Service, including the submission of any material (to the extent that such use is not licensed by these T&Cs);
- 4.2.7 not to transmit any material that is defamatory, offensive, illegal or otherwise objectionable in relation to the use of the Paybill or any Service;
- 4.2.8 not to use the Paybill or any Service in a way that could damage, disable, overburden, impair or compromise the CPs systems or security or interfere with other users; and
- 4.2.9 not to collect or harvest any information or data from any Service or the CPs systems or attempt to decipher any transmissions to or from the servers running any Service;
- 4.2.10 not to use the Paybill, the USSD or any Service in a manner which is prejudicial to the CPs.

## 5. **Okoa Msanii**

- 5.1 The maximum credit limit of any Credit Advance will vary by the Borrower/Artist's monthly royalties received by the CPs, credit score, repayment history, among other factors.
- 5.2 Charges associated with the Credit Advance and royalty remittance include, among others, the Service Fee, which typically varies as a percentage of the extent of the Credit Advance and royalty remittance per defined advance period, as well as any associated third-party costs which are paid by the Borrower/Artist directly to such third parties.
- 5.3 The Borrower/Artist is then required to pay back the Credit Advance together with the Service Fee charged according to the repayment schedule specified at the time of applying for the Credit Advance.
- 5.4 The terms of each Credit Advance, including the amount, repayment schedule, applied Service Fee, and other associated fees will be displayed on the Credit Advance Offer. These T&Cs (*together with the Privacy Policy, the Credit Advance Offer and any other document as may be advised by the CPs from time to time*) set out the complete terms under which the Credit Advance is offered

## 6. **Royalties and Repayment of Credit Advance**

- 6.1 The Borrower/Artist warrants that it is the owner and exclusive holder of copyrightable works as listed under Schedule 1;
- 6.2 CPs has agreed to grant Credit Advances to the Borrower/Artist;
- 6.3 The loan/credit advances shall be recovered from royalties collected by the Cps and due to the Borrower/Artist based on the Deed of Assignment and or Licence for copyright entered into between the CPs and the Borrower/Artist ;
- 6.4 The Borrower/Artist expressly authorizes CPs to deduct from its monthly royalties the Credit Advances including but not limited to the principal amount, costs and interest subject to the terms and conditions set out herein:
- 6.5 The Borrower/Artist voluntarily consents to the deductions of the Credit Advances from the shall be repaid as a deduction from the monthly Royalties due to the Borrower/Artist remitted by the Mobile Money Provider and the said deductions shall be used by CPs in repayment of the Credit Advances herein including but not limited to the principal amount, costs and interest subject to the terms and conditions set out herein:
- 6.6 The Borrower/Artist shall repay the loan with interest, at the rate of Zero Decimal Eight Percent (0.8%) per calendar Day on compounding rate.
- 6.7 The Repayment Period shall range from Five (5) calendar days to Thirty Five (35)calendar days depending on;
  - 6.7.1 On the day the Borrower/Artist requests and receives the Credit Advance and
  - 6.7.2 The next date when payment of the Royalties is effected by the Mobile Money Provider
  - 6.7.3 The Borrower/Artist hereby irrevocably undertakes not to terminate the deed of assignment or licence of copyright entered into between the CPs and the Borrower/Artist during the currency of this agreement.
- 6.8 The Borrower/Artist hereby irrevocably pledges **ALL** his/her royalties from including but not limited private and public performances by whomsoever the same is collected including other CPs' and Collecting Management Organizations (CMO) and hereby unequivocally authorises any of the said CMOs and any other collecting agents and organizations to release to CPs ALL his/her royalties towards satisfaction of this debt. The Borrower/Artist further authorises the

- CPs to attach by way of court order and at the Borrower/Artist's expense all such royalties collected by third parties but not readily forwarded to the CPs to satisfy any outstanding debt.
- 6.9 In the event that the CPs is unable to recover the loan and interest from CPs shall notify the Borrower/Artist and the Borrower/Artist that the loan has been converted to a personal loan recoverable in Twenty Four Months at such interest rates as shall be determined by CPs at its absolute discretion and the Borrower/Artist shall be obliged to repay the loan, interest all associated costs in accordance with the notice given.
7. **Use of the Services**
- 7.1 The Services can only be utilized by persons who are of a majority age and are duly registered as Subscribers with CPs .
- 7.2 The CPs reserves the right to verify the authenticity and status of the Mobile Money Account with the relevant Mobile Money Provider.
- 7.3 The CPs reserves the right to decline applications for use of the services or to revoke the same at any stage at its sole and absolute discretion and without assigning any reason or giving any notice thereto
8. **Personal Information**
- 8.1 The Subscriber hereby agrees and authorizes the CPs to verify information provided by the Subscriber to the CPs against information held by third parties. In this regard, the Subscriber hereby agrees and authorizes the CPs to obtain any information held by third parties.
- 8.2 The CPs reserves the right to request for further information from the Subscriber or any person whatsoever pertaining to the application for use of the Wallet at any time.
9. **Requests made by the Subscriber**
- 9.1 The Subscriber hereby irrevocably authorizes the CPs to act on all Requests received from them (or purportedly from them) through the System and to hold the Subscriber liable in respect thereof. The CPs may, nevertheless, refuse to carry out any Requests in its sole and absolute discretion.
- 9.2 The CPs 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 the CPs absolute discretion, it believes that it can correct the incomplete or ambiguous information in the Request without any reference to the Subscriber being necessary.
- 9.3 The CPs shall be deemed to have acted properly and to have fully performed all the obligations owed to the Subscriber notwithstanding that the Request may have been initiated, sent or otherwise communicated in error or fraudulently, and the Subscriber shall be bound by any Requests on which the CPs may act.
- 9.4 The CPs may, in its absolute discretion, decline to act on or in accordance with the whole or any part of the Subscriber 's Request pending further inquiry or further confirmation (whether written or otherwise) from the Subscriber or any other person.
- 9.5 The Subscriber agrees to and shall fully release and indemnify the CPs against all claims, losses, damages, costs and expenses, howsoever arising in consequence of, or in any way related to the CPs having acted (or failed to act) in accordance with the whole or any part of any of the Subscriber 's Requests.
- 9.6 The Subscriber acknowledges that the CPs shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity or any incident on Subscriber's account by the fact of the knowledge and/or use or manipulation of Account PIN, password, ID or any means whether or not occasioned by the Subscriber 's negligence.
- 9.7 The CPs is authorized to effect such orders in respect to royalty payment and/or Account as may be required by any court order or competent authority or agency under the applicable laws.
- 9.8 In the event of any conflict between any terms of any Request received by the CPs from the Subscriber and these T&Cs, the latter shall prevail.
10. **Service Fee**
- 10.1 The Service Fee is payable by the Subscriber to the **Mobile Network Operator and Mobile Money Provider** based on their set tariffs.
- 10.2 A borrower shall in addition to payment of the service fee set out in clause 9.1 herein pay such amounts as are agreed upon with the CPs based on the Lending Terms and Conditions.
- 10.3 All payments to be made by the Subscriber under these T&Cs shall be made in full without any setoff or counterclaim, free and clear of any charges and without any deduction or withholding whatsoever. If the Subscriber is at any time required to make any deduction or withholding from any payment to the Mobile Network Operator or Mobile Money Provider or CPs, he shall immediately pay to the CPs such additional amounts as will result in the CPs receiving the full amount it would have received had no such deduction or withholding been required.
- 10.4 If the Borrower/Artist fails to make any payments due to the Mobile Network Operator or Mobile Money Provider or CPs at the due date for payment, the CPs shall among others, apply the Rollover Fee on such amount loaned to the Borrower/Artist at a rate set by the CPs, employ the services of debt collector or attorney to recover any outstanding debt at the Borrower/Artist 's cost. In this regard, the Borrower/Artist acknowledges that such outstanding debt will be recoverable as a summary debt and that the CPs need not issue a demand before initiating the recovery process.
- 10.5 If there is any increase or decrease in the effective purchasing power of Kenyan currency, as measured in the CPs discretion, the CPs shall have the right to make corresponding adjustments in the Service Fees.
11. **Statements**
- A statement and activity report in respect of the Subscriber's payments under the system will be made available on Request. Requests shall be made in writing to the CPs.
12. **Taxes**
- 12.1 All payments to be made by the Subscriber in connection with these T&Cs are calculated without regard to any taxes payable. If any taxes are payable in connection with the payment, the Subscriber must pay the CPs an additional amount equal to the payment multiplied by the appropriate rate of tax. The Subscriber must do so at the same time as making the payment.
- 12.2 The Subscriber hereby consents and agrees that the CPs may withhold amounts in the Subscriber's Account, if any tax authority requires the CPs to do so, or is otherwise required by law or pursuant to agreements with any tax authority to do so, or if the CPs need to comply with internal policies or with any applicable order or sanction of a tax authority.
13. **Subscriber's Responsibilities**
- 13.1 The Subscriber shall, at its/his/her own expense, provide and maintain in safe and efficient operating order the Equipment necessary for the purpose of accessing the System and the Services.
- 13.2 The Subscriber shall be responsible for ensuring the proper performance of the Equipment.
- 13.3 The Subscriber shall only use the SIM CARD whose registered number has been stated herein to access the services;
- 13.4 The Subscriber shall give Seven (7) Calendar days' notice in writing to CPs for change of the Subscriber SIM CARD and shall indemnify CPs for any loss, damage or costs suffered as a result of his/her failure to give notice.
- 13.5 The CPs shall neither be responsible for any errors or failures caused by any malfunction of the Equipment nor shall it be responsible for any computer virus or related problems that may be associated with the use of the System, the Services or the Equipment.
- 13.6 The Subscriber shall be responsible for all charges due to any service provider providing them with connection to the Network and the CPs shall not be responsible for losses or delays caused by any such service provider.
- 13.7 The Subscriber shall follow all instructions, procedures and terms contained in these T&Cs and any document provided by the CPs concerning the use of the System and the Services.
- 13.8 The Subscriber hereby agrees and acknowledges that it/he/she shall be solely responsible for the safekeeping and proper use of the Equipment and for keeping Credentials secret and secure.
- 13.9 The Subscriber shall ensure that Credentials do not become known or come into possession of any unauthorized person. This being the case, the CPs shall not be liable for any disclosure of Credentials to any third party and the Subscriber hereby agrees to indemnify and hold the CPs harmless from any losses resulting from any disclosure of Credentials.
- 13.10 The Subscriber shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, the Subscriber shall ensure that all communications from the CPs are immediately examined and checked by themselves or on their behalf in such a way that any unauthorized use of and access to the System will be detected. The Subscriber shall inform the CPs in the event that:

- 13.10.1 the Subscriber has a reason to believe that their Credentials are or may be known to any person not authorized to know the same and/or have been compromised; and/or
- 13.10.2 the Subscriber has 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.
- 13.11 The communication to the CPs as contemplated under section 12.10 herein should be done within Two (2) Hours of happening and even when this is done, it shall not impute liability on the part of the CPs whatsoever.
- 13.12 The Subscriber shall at all times follow the security procedures notified to him by the CPs from time to time or such other procedures as may be applicable to the Services from time to time. Any failure on the part of the Subscriber to follow the recommended security procedures may result in a breach of the Account's confidentiality. In particular, the Subscriber 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.
- 14. Default (nonpayment) on a Credit Advance**
- 14.1 Any time after the Borrower/Artist does not honor his obligation to repay the loan on the DUE DATE, the CPs may, without prejudice to any other right or remedy granted to it under law:
- 14.1.1 terminate these T&Cs in accordance with section 14 below;
- 14.1.2 declare that the Credit Advance (and all accrued Service Fees and all other amounts outstanding under these T&Cs) is immediately due and payable,
- 14.1.3 engage an external collections agency to seek repayment; or
- 14.1.4 get indemnification upon demand against any reasonable loss or expense, which it may incur as a consequence of an Event of Default (nonpayment).
- 15. Variation and Termination**
- 15.1 The CPs may at any time and without any notice, terminate or vary these T&Cs or the business relationship with the Subscriber or/ and close the Subscriber's Account.
- 15.2 The Subscriber may opt out of receiving remittances through the System by prior written notice to the CPs.
- 15.3 The CPs may without any loss of any Service Fee recall the Credit Advances which it has granted and require the repayment of outstanding debts resulting from such Credit Advances immediately. Without prejudice to any other rights under this clause, the CPs may, at its sole discretion, suspend or close an Account: -
- 15.3.1 if it is used by unauthorized persons for unauthorized purposes or where the CPs detects or reasonably suspects any abuse/misuse, breach of content, fraud or attempted fraud relating to the use of the Services;
- 15.3.2 if it is required or requested to comply with an order or instruction of or a recommendation from the Government, court, regulator or other competent authority;
- 15.3.3 if it reasonably suspects or believes that the Subscriber is in breach of these T&Cs;
- 15.3.4 where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety to facilitate, update or upgrade the contents or functionality of the Services from time to time;
- 15.3.5 where the Account becomes inactive or dormant;
- 15.3.6 if it decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion; or
- 15.3.7 for the mere convenience of the CPs ;
- 15.3.8 for breach any of the License Restrictions.
- 15.4 Termination shall however not affect any accrued rights and liabilities of the CPs.
- 15.5 If the CPs receives notice of the death of an Subscriber, it will not be obliged to allow any operation or withdrawal from the Subscriber's Account by any person except upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by the Subscriber's legal representatives duly appointed by a court of competent jurisdiction.
- 16. Indemnity and Limitation of Liability**
- 16.1 The Subscriber hereby fully indemnifies the CPs for any loss or liability that it may face or suffer as a result of breach of any provisions (implied or express) of these T&Cs by the Subscriber.
- 16.2 The CPs shall not be liable whatsoever for any loss or liability (howsoever occurring) faced or suffered by the Subscriber or any other person in the course of provision of the Services by the CPs.
- 16.3 The CPs shall not be liable for any loss of profits or anticipated revenue or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the provision of the Services.
- 17. Communication to the CPs**
- 17.1 All notices to the CPs shall be sent to [info@xpedia.co.ke](mailto:info@xpedia.co.ke) or to such e-mail address that may be communicated to the Subscriber from time to time.
- 17.2 All notices to the Artist from the CPs shall be sent to the Subscriber's email or by SMS to the mobile phone number that the Subscriber has provided the CPs at the time of the application.
- 18. General**
- 18.1 No single or partial exercise or failure or delay in exercising, on the part of the CPs, any right, power or remedy under these T&Cs or the granting of time by the CPs shall prejudice, affect or restrict the rights, powers and remedies of the CPs under these T&Cs, nor shall any waiver by the CPs of any breach of these T&Cs operate as a waiver of or in relation to any subsequent or any continuing breach of these T&Cs.
- 18.2 Any remedy conferred on the CPs for breach of these T&Cs shall be in addition and without prejudice to all other rights and remedies available to the CPs.
- 18.3 If any provision of these T&Cs shall be held to be illegal, void, invalid or unenforceable that shall not affect the legality of the other clauses.
- 19. Entire Agreement**
- 19.1 These T&Cs constitute the entire agreement between the Subscriber and the CPs and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the CPs, whether written or oral.
- 19.2 By accepting these T&Cs, the Subscriber acknowledges that he does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these T&Cs.
- 19.3 The Subscriber shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these T&Cs.
- 20. Independent Legal Advice**
- The Subscriber confirms that he has had the opportunity to seek and obtain independent legal advice of his choice relating to these T&Cs and is therefore fully aware of its terms, which he considers reasonable in all the circumstances. The language of these T&Cs therefore shall not be presumptively construed either in favour of or against the CPs solely by virtue of its alleged status as the drafter of the T&Cs.
- 21. Dispute Resolution**
- Should any dispute arise between the Parties with regard to any one or more of the provisions of these T&Cs, the dispute shall be resolved under provisions of the Kenyan Law.
- 22. Privacy Policy**
- While the CPs shall take reasonable care to ensure that the Confidential Information is not divulged to uninterested parties, it shall not be liable if this policy is not achieved.
- OKOASASA PRODUCT RANGE T&Cs.**
- Terms and Conditions for OkoaSasa loan offers can be seen at; <http://terms.okoasasa.co.ke/>
- 1. Terms and conditions.**
- These terms and conditions summarize the principal terms of the mobile credit facility by the lender. Operation of the facility will require completion of the lenders prescribed documentation from time to time, in accordance with the current practices of the lender.
- 2. GRANTING OF CREDIT FACILITIES**
- Liberty Afrika Technologies Limited (herein referred to as "The Lender") may approve or decline an application for the facility at its sole discretion. Nothing in the provision of the clauses contained herein will prevent The Lender from declining to advance the facilities for any reason whatsoever, including limitations, imposed upon The Lender by any law or regulatory body. The Lender hereby retains the sole and absolute discretion to cancel any approval of the facility.

3. **HOW TO ACCESS THE FACILITY**  
Once the facility is approved by the lender, The Lender will notify the Applicant and provide instructions on how to access the funding. The applicant (BORROWER) will access the facility by sending an SMS to a short code provided by the lender. The applicant will receive confirmation message and further communication through SMS.
4. **CREDIT LIMIT APPROVAL**  
The lender shall only approve credit limits as per the Lenders Guidelines in line with the Kenyan Law (Employment Act (Cap.229) or such amounts that the lender shall approve from time to time. To protect The Lender, the Employee authorizes the Employer to deduct the full amount shown on the statement, on or before the end of every month, clearly indicating the amounts owing to the lender.
5. **REPAYMENT (Salary Advance)**  
Through check-off, deduct from the Applicants salary the full amount shown in such a statement. The applicant will qualify for the following month's loan facility when The Lender receives repayment from the Employer.
6. **REPAYMENT (Instant Loan Facility)**  
It is understood that the applicant shall repay the amounts requested and debited in the applicants account plus the facility fee, which accrues on a daily basis as shown on the statement submitted to the Applicant. The applicant is required to submit the amounts as due latest 2 (two) days after receipt of that month's salary.
7. **REPAYMENT PERIOD (Salary Advance)**  
The facility shall be repayable within thirty days after receipt of the funds, or as the lender shall advise, depending on the amounts borrowed. The Lender reserves the right to determine the repayment period for the amounts borrowed.
8. **REPAYMENT PERIOD (Instant Loan Facility)**  
The facility shall be repayable anytime the applicant wishes to, as long as it is within the utilization period as agreed which runs between one payroll period to the other. The latest agreeable day to settle these amounts will be the 2nd day after receipt of salary.
9. **REPAYMENT PERIOD (Short-term & Long-term Loan Facility)**  
The facility provided under this agreement shall be repayable within the mutually agreed repayment period, falling within the range of 1 month to 120 months. The specific repayment period shall be determined through mutual agreement between Liberty Afrika Technologies Limited (the "Lender") and the applicant. The determination of the repayment period is also subject to the lender's advice, taking into consideration the type of loan and its tenure. Both the Lender and the applicant hereby reserve the right to collaboratively determine and agree upon the repayment period for the amounts borrowed. This determination will be made in accordance with the nature of the loan, its specified terms, and any relevant regulatory considerations.
10. **FEES**  
The Lenders fees shall be advised at the time of registration and subsequent loan application as per the agreed loan facility requested by the applicant. The Lender reserves the right to revise the fees chargeable, and notices shall be given to the Applicant before the facility is processed and before any drawdowns are made.
11. **OTHER CHARGES AND EXPENSES**  
The Applicant agrees that the lender may recover from the Applicant any costs, fees, penalties, over dues, and any other charges that might accrue from this facility.
12. **DISCLOSURE OF INFORMATION.**  
The Applicant hereby consents to the receipt, sharing, provision and exchange of data with credit reference bureau/rating agencies/Applicant's employer/ licensed financial institutions and/or the appointed agents of the lender and/or the lenders referees for such purpose as The Lender deem appropriate or as may be required under any provision of law.
13. **AUTHORIZATION.**  
The applicant hereby authorizes The Lender to instruct the Employer to make all deductions for the amounts owing to The Lender at the end of every payroll month, for the duration of the repayment period. This authorization shall remain in force as far as the Applicant has an outstanding amount owing to The Lender.
14. **VARIATION.**  
The Lender shall advise the Applicant of any change in fees, charges, or any other fees by notice through their employer, or by SMS alert. The applicant is deemed to have received notification of change twenty-four (24) hours after release of such notice.
15. **CESSATION OF EMPLOYMENT**  
The Applicant also agrees to notify The Lender in writing within seven (7) days of termination of employment with current Employer for whatever reason.  
The applicant shall notify the lender of any impending cessation of Employment within 48 hours of the Applicants knowledge of the impending Cessation.
16. **INDEMNITY:**  
The Applicant agrees to full indemnify The Lender against all costs and expenses (including legal fees) arising in any way in connection with the Applicants accounts, these terms and conditions, or in recovering any amounts due to the lender or incurred by the Applicant in any legal proceedings of whatever nature.
17. **BREACH:**  
The Lender shall be entitled to terminate this agreement if the Applicant is in breach of his/her obligations under the agreement provided that such termination shall be without prejudice to any incurred rights and obligations either party may have against the other at the time of termination. The Lender reserves the right to engage third party debt collectors to recover any outstanding balance at the Applicants costs.
18. **TERMINATION OF AGREEMENT.**  
The Applicant can terminate the agreement at any time by writing to Liberty Afrika Technologies Limited provided that there are no outstanding amounts owed to The Lender. The Lender shall upon such notice to terminate assist the Applicant with the proper termination documentation.
19. **SOFTWARE.**  
All intellectual property inherent in the software and other solutions provided by the lender under this agreement (including improvements and upgrades thereto) shall remain the sole and exclusive property of The Lender. The Applicant hereby agrees not to interfere with or manipulate in any way the lenders software or systems.
20. **NOTICES.**  
Any notices to be given for the purposes of this agreement shall either be delivered by text message, or electronic mail to the last known contacts of the Applicant and with the applicant being non-responsive, the provided contact of the proposed next of kin. Any such notices shall be deemed to have been received twenty-four (24) hours after their dispatch.
21. **GOVERNING LAW**  
The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Kenya. The Applicant irrevocably agrees for the exclusive benefit of The Lender that the courts of the republic of Kenya shall have jurisdiction to hear and determine any suit action or proceeding, and to settle any disputes, which may arise out of or in connection with this agreement and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
22. **VERIFICATION OF INFORMATION.**  
The Applicant hereby confirms that the Bank Account number & phone number provided to the lender is owned by the Applicant, is in the Applicants control and any communication from and to the said phone number is and shall be within the Applicants knowledge and control. The Applicant hereby agrees and authorizes The Lender to obtain and/or verify personal information and/ or data from relevant Bank & telecommunications service provider and/ or government agency pertaining to the Applicant and ownership of the Bank Account & phone number provided to The Lender and any other phone number(s) that may be registered under the Applicants name. The Applicant consents to disclosure by such Banks & telecommunications service provider and/ or government agency of such information and subsequent reliance on the information by The Lender.
23. **ACCEPTANCE OF T&CS**  
**Acceptance of T&Cs**  
Having read and understood the Terms and Conditions herein and subscribed to the wallet, the Subscriber agrees to be bound by the terms herein.  
The Subscriber will be deemed to have accepted all the T&Cs with the amendments therein if the proceeds to request and access the Services.