



## 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 Platinum Credit (U) Limited (hereinafter referred to as PCUL) 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", "PCUL" means Platinum Credit Limited Uganda;
  - 2.1.2 Credit Reference Bureau means a bureau duly licensed to collect and facilitate the sharing of borrower's information;
  - 2.1.3 Borrower means the person at whose request PCUL will advance a loan facility;
  - 2.1.4 Call Centre means PCUL'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 PCUL online lending platform;
  - 2.1.6 LBF means Log Book Finance;
  - 2.1.6.1 LBF Quick cash is an overdraft loan product that allows you to borrow an additional loan amount equivalent to your instalment amount to the maximum of Ugx 3,000,000 with the intention of clearing your installment due.
  - 2.1.6.2 LBF Refinance is the replacement of an existing debt obligation with another debt obligation under different terms which will mostly relate to loan amount and term. For example, if you have an existing loan and have repaid a minimum of 1/4 of the term you can apply for another loan with the same security where the existing debt will be paid off and a new loan created. The difference will be disbursed to you.
  - 2.1.7 Products means the various loan facilities offered by PCUL;
  - 2.1.8 Request means instruction received by PCUL from you or purportedly from you through the system and upon which request PCUL is authorized to act;
  - 2.1.9 Services shall include any form of financial services or products that PCUL may offer you pursuant to this Agreement and as you may from time to time subscribe to and "service" shall be construed accordingly;
  - 2.1.10 Security agreement constitutes the legal, valid, binding and enforceable obligations of the borrower and will continue to be effective overall to every part of the secured asset;
  - 2.1.11 Secured asset is the asset/security over which the loan facility is secured;
  - 2.1.12 SMS means a short message service consisting of a text message transmitted from one mobile to another;

- 2.1.13 System means PCUL's electronic lending platform and communications software for the purpose of these services;
- 2.1.14 Transaction fees includes the facility fee, roll over fee, loan administration fee and any other charges payable for the use of the services as published by PCUL on PCL's website or by such other means as PCUL shall in its sole discretion determine. Transaction fees are subject to change at any time at PCUL's sole discretion.
- 2.1.15 We, our and us means PCUL and includes the successors and assigns of the PCUL;
- 2.1.16 You and your means the borrower and includes the personal representatives of the Borrower;
- 2.1.17 USSD T&C's means these USSD Terms and Conditions.
- 2.1.18 The word "borrower" shall include both the masculine and the feminine gender as well as the juristic persons;
- 2.1.19 Words implying the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.1.20 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 PCUL'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.
- 3.3.1 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 PCUL 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 into it voluntarily for his or her own benefit.
- 3.6 By accepting these Terms and Conditions, you authorize PCUL to access your credit history from a registered Credit Reference Bureau.
- 3.7 These Terms and Conditions may be amended or varied by PCUL 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 dialing the code \*249# and 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 PCUL to obtain and procure your personal information contained in the NIRA from the Government of Uganda and you further agree and consent to the disclosure and provision of such personal information by the Government of Uganda to PCUL.
- 4.5 You hereby authorize PCUL to access any information available to assess your request, and also gives PCUL permission to register details of your conduct of your loan account with any Credit Reference Bureau, and you waive any claim you may have against PCUL in respect of such disclosure.
- 4.6 PCUL reserves the right to request for further information from you pertaining to your application for PCUL services or products. Failure to provide such information within the time required by PCUL may result in PCUL 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.

## **5. FEES, CHARGES AND TAXES**

- 5.1 You hereby agree to pay all fees, commissions, costs and other charges payable in connection with the use of our system and/or incurred by PCUL in obtaining or attempting to obtain settlement of any loan advanced herein including but not limited to the following:
- 5.1.1 Legal charges which may include advocate and client charges, costs and expenses incurred in any legal, arbitration or other proceedings arising out of or connected with your loan account;
- 5.1.2 Commissions at such rates as PCUL may determine from time to time;
- 5.1.3 Other charges and expenses including but not limited to ledger fees, postage, cables, telephone calls, taxes, duties and impositions.
- 5.2 All payments to be made by you in connection with these Terms and Conditions are calculated without regard to any taxes payable by you. If any taxes are payable in connection with the payment, you must pay PCUL an additional amount equal to the payment multiplied by the appropriate rate of tax.

## **6. BORROWERS EQUIPMENT & BORROWERS RESPONSIBILITIES**

- 6.1 You shall at your own expense provide and maintain in safe and efficient operating order your equipment for the purpose of accessing our system.
- 6.2 You shall be responsible for ensuring the proper performance of your equipment. PCUL shall neither be responsible for any errors or failures caused by any malfunction of your equipment, and nor shall PCUL be responsible for any computer virus or related problems that may be associated with the use of our system.
- 6.3 You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any information and/or document provided by PCUL concerning the use of our system.
- 6.4 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. PCUL shall not be liable for any loss occasioned by any Third Party who comes into contact with your equipment.
- 6.5 You shall immediately inform PCUL through the Call Centre 0200300500 in the event that you have reason to believe that your equipment has been used to complete a transaction

fraudulently without your authorization, however PCUL shall not be liable for the said unauthorized infringement.

## **7. EXCLUSION OF LIABILITY**

7.1 PCUL 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 PCUL's control including, without limitation, 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.

7.2 PCUL will not be liable for any losses or damages suffered by you as a result of or in connection with:

7.2.1 Failure, malfunction, interruption or unavailability of your equipment;

7.2.2 Any fraudulent or illegal use of the online lending platform or equipment;

7.2.3 Your failure to comply with these Terms and Conditions and any documentation or information provided by PCUL in regards to use of our system.

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

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 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 PCUL provides to you through the system or otherwise are vested in PCUL. 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 PCUL.

## **9. YOUR REQUESTS**

9.1 All requests received from your equipment, made by dialing \*249# will be presumed to be executed by you.

9.2 You hereby irrevocably authorize PCUL to act on all requests received by PCUL from you through the system and to hold you liable in respect thereof.

9.3 PCUL 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, PCUL believes that it can correct the incomplete or ambiguous information in the request without any reference to you being necessary;

9.4 PCUL 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 PCUL may act if PCUL has in good faith acted in the belief that such instructions have been sent by you.

9.5 PCUL 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.

9.6 You agree to and shall release from and indemnify PCUL against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to PCUL

having acted in accordance with the whole or any part of any of your requests (or failed to exercise) the discretion conferred upon it.

9.7 You acknowledge that PCUL shall not be liable for any transaction, any activity or any incident on your equipment whether or not occasioned by your negligence.

9.8 PCUL 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.

9.9 In the event of any conflict between any terms of any request received by PCUL from you and these Terms and Conditions, these Terms and Conditions shall prevail.

## **10 USSD LBF REFINANCE**

### **10.1 The Loan**

10.1.1 An existing pre-qualified LBF loan can be refinanced only once, if a client needs a second refinancing then the request should be channeled through the nearest LBF branch or call center via telephone number 0200300500.

10.1.2 Only prequalified clients are eligible to apply for the LBF refinance loan via USSD.

10.1.3 PCUL reserves the right to amend the initial notice with the Registrar of Security Rights to capture the LBF Refinance loan amount advanced via USSD.

### **10.2 Charges**

10.2.1 An approved USSD LBF refinance loan will attract the following loan origination costs;

10.2.1.1 Appraisal fees of 4% of the top up amount.

10.2.1.2 Security Perfection Fees of Ugx 18,000

10.2.1.3 The total loan amount is the loan amount plus full term interest whereas the top up amount is the refinance amount applied for.

10.2.1.4 Tracking Fees of Ugx 75,000 per month for each motor vehicle.

10.2.2 It is hereby understood and agreed that the loan origination costs and appraisal fees shall be capitalized and amortized over the loan tenor/loan term.

### **10.3 Interest Rate and Interest Calculation**

10.3.1 The total interest chargeable on the facility is calculated at a flat rate of 4% per month on the base of the principal loan amount plus capitalized fees (where applicable) subject to the applied loan term. In accordance with globally accepted International Financial Reporting Standards (IFRS), principal and interest repayments on the loan amortization schedule shall be calculated on the basis of an equivalent reducing balance interest rate of up to a maximum of 6.64% subject to the loan term, which shall form the basis of calculating the outstanding amount due in the event of a prepayment.

### **10.4 Applicable Roll over Interest and Bank Charges accrued**

10.4.1 Roll over interest of 0.33% shall be charged on an unpaid instalment amount on a daily basis until full payment of the amount due.

10.4.2 For past term accounts, a roll over interest of 0.33% shall be charged on the outstanding instalment amount on a daily basis up to a maximum of a quarter of the original loan term.

10.4.3 Where a cheque/instrument provided by the Borrower is dishonored, the actual costs incurred by PCUL for each dishonored cheque/instrument shall be recovered from the Borrower.

- 10.4.4 Consequently, PCUL will be entitled to repossess and dispose off the motor vehicle/ collateral in such manner as it may in its sole discretion determine to be in its best interest and the Borrower is obligated to cooperate accordingly.
- 10.4.5 Upon repossession of the motor vehicle, PCUL will temporarily halt banking of the subsequent cheques/instruments in its custody until the loan is regularized or fully settled.

## **10.5 The security asset**

- 10.5.1 Where a motor vehicle has been provided as security asset, you undertake to:
- 10.5.1.1 Allow PCUL to register a caveat on the logbook with Uganda Revenue Authority for the duration of the loan as a representation of their interest in the motor vehicle.
- 10.5.1.2 Keep and maintain the vehicle in good order and condition (fair wear and tear only excepted) and will be fully responsible for any loss thereof or damage thereto however occasioned.
- 10.5.1.3 Keep the vehicle insured at all times. PCUL shall be entitled to the full benefit of the Insurance Policy thereof including claims that might at any time be outstanding. Any monies received by virtue of such insurance shall at the discretion of PCUL be applied in replacing or restoring any loss or damage in respect of which the same shall be received or in or towards liquidation of the amount for the time being due by you to PCUL under this agreement.
- 10.5.1.4 To renew the Insurance Policy 7 days before expiry thereof. Failure to which PCUL shall make its own arrangements to have the asset comprehensively insured to safeguard our financial interest in the asset.
- 10.5.1.5 Not use the motor vehicle nor permit it to be used for any purpose not permitted by the terms and conditions of the Insurance Policy nor permit to be done any act or thing by reason of which such Insurance Policy may be invalidated.
- 10.5.1.6 Not take, or permit to be taken, the motor vehicle out of the Republic of Uganda.
- 10.5.1.6.1 Where you intend to take the said motor vehicle out of the Republic of Uganda, you will be required to notify PCUL in writing through our email [info@platinumcredit.co.ug](mailto:info@platinumcredit.co.ug) and you will further be required to obtain a COMESA Yellow Card Insurance Cover at your own cost.
- 10.5.1.7 Punctually pay all licenses, duties, fees, and registration charges as and when they fall due.
- 10.5.1.8 Endorse PCUL as the principal beneficiary of any dues arising from an insurance claim relating to the motor vehicle used as security.
- 10.5.1.9 The borrower consents to PCUL appointing the service provider to install a tracking device for the duration of the loan term.
- 10.5.1.10 You shall ensure that the tracking device of the motor vehicle used as security is not tampered with/and or damaged and:
- 10.5.1.11 In the event that the motor vehicle will not be in use for any period of the loan and within not less than one month from obtaining the facility, notify PCUL of the specific dates, and arrange to have the said Motor Vehicle to be held at an approved yard.
- 10.5.1.12 Should the tracking device develop a technical fault within the course of this loan agreement, PCUL and or the tracking company service provider will contact you. It's your responsibility to cooperate with PCUL and or the service provider to ensure that the vehicle is submitted to the service provider for issue of solution, and restoration of the transmission signal to normal status. In the event that you fail to cooperate, PCUL will institute repossession procedures of the subject motor vehicle after 24 hours from notification, for storage at a designated yard, at your cost.

- 10.5.1.13 In the event that the borrower is found to have tampered and destroyed the tracking device, a new device shall be purchased and installed at the borrower's cost.
- 10.5.1.14 Upon completion of the loan, the Borrower shall immediately avail the motor vehicle for removal of the tracking device installed at the time of disbursement.
- 10.5.1.15 Should the borrower fail to avail the motor vehicle for tracker removal within 30 working days from the date of completion of the loan, the borrower shall be liable to pay UGX 325,000/= being the cost of the tracking device before PCUL withdraws its caveat on the said motor vehicle.
- 10.5.2 Upon full payment of the loan and related charges PCUL shall decaveat the motor vehicle logbook that was provided by the borrower and shall return the documents of the security asset provided by you. A decaveating fee of Ugx 76,000/- shall be paid. This fee includes Registration of the Discharge Notice.
- 10.5.3 This agreement is governed by all the terms and conditions of the Security Interest in Movable Property Act 2019 Laws of the Republic of Uganda.
- 10.5.4 PCUL is also at liberty to discount on or trade in the debt arising from this loan without making any further reference to you.

## **10.6 Retention and Disposal of Issued Cheques**

- 10.6.1 The Borrower shall provide the Lender with signed postdated cheques equivalent to the number of loan instalments and authorizes the Lender to bank the cheques on the date when the instalment is due.
- 10.6.2 In the event that the Borrower wishes not to have the issued cheques banked when an instalment is due, he/she shall give the Lender 3 working days' written notice of this intention, and the Borrower shall proceed to make payments using alternative means as provided by the Lender, failure of which the Lender shall bank the cheque on the date when the installment is due. The proof of payment shall be submitted to PCUL before 10 am on the due date.
- 10.6.2 After disbursement of the USSD LBF refinanced amount, you must within 7 days submit new cheques as per the new loan schedule, failure to which PCUL will repossess the security/asset and the actual cost of repossession will be incurred by you.
- 10.6.3 In case of default, the normal collections process as per the terms and conditions of the LBF loan facility shall apply.
- 10.6.4 Upon completion/or settlement of the loan, the borrower shall be required to pick (in person) any unused cheques within 30 working days from the date of completion/settlement. Upon receipt of the unused cheques, the borrower shall destroy them; PCUL shall not be liable for any losses, claims or damages suffered by any person if these cheques are used fraudulently.
- 10.6.5 If the said 30 working days lapse without the borrower picking the unused cheques, PCUL shall be entitled to destroy the said cheques so that they cannot be used.

## **10.7 Disbursement**

- 10.7.1 Disbursement will be done via Mobile Money up to a maximum amount of Ugx 10,000,000, any higher amounts will be disbursed to your bank account.

## **10.8 Additional terms and conditions**

- 10.8.1 The terms and conditions under which the original loan was approved will apply to the new USSD LBF refinance loan, in addition to the news terms which are specific to the USSD LBF refinance loan.

## **10.9 Maximum loan amount**

10.9.1 Each eligible borrower will be provided with a specific maximum amount subject to a maximum of Ugx 50,000,000 which they can apply for, this amount shall be determined during pre-qualification.

## **10.10 The security asset**

10.10.1 The existing security shall be used as a continuing security for the USSD LBF refinance loan.

10.10.2 PCUL shall reserve the right to amend the initial notice with the Registrar of Security Rights to capture the refinanced amount.

## **10.11.1 Refinance Criteria in respect of multiple pre-existing loans**

10.11.2 Where the Borrower has more than one pre-existing LBF loan/facility, the Borrower can refinance any qualifying loan/facility.

## **11. PCUL'S DATA PROTECTION POLICY**

11.1 It is hereby understood and agreed that the data herein has been directly obtained from the Borrower who has provided this data to PCUL to facilitate the processing of the loan facility sought by the Borrower.

11.2 It is hereby understood and agreed that by signing this contract, the Borrower;

11.2.1 Must provide personal data which is required for facilitating the processing of the loan facility, the establishing and maintenance of business and for the fulfillment of PCUL's contractual and legal obligation;

11.2.2 Consents to PCUL processing the data as per its internal company policy;

11.2.3 has given consent to PCUL to continue holding and processing the data provided even after all obligations under the loan facility has been settled for a variety of purposes including but not limited to research, product development, analysis of market trends, operation of PCUL's regulations and procedures;

11.2.4 is at liberty to exercise its rights as a data subject and as is provided by the Data Protection and Privacy Act of 2019, Laws of Uganda;

11.3 PCUL undertakes to ensure that the personal data provided by the Borrower is processed in accordance with the Data Protection Act, Laws of Uganda.

11.4 For queries and more information on our Data Protection Policy, the Borrower may contact our Data Protection personnel at [info@platinumcredit.co.ug](mailto:info@platinumcredit.co.ug).

11.5 Kindly access our website on <https://platinumcredit.co.ug> to view our Data Privacy Statement.

## **12. DISPUTES, CLAIMS OR COMPLAINTS**

12.1 You may contact the Call Centre through 0200300500 to report any disputes, claims or complaints;

12.2 Any dispute arising out of or in connection with this agreement that is not resolved by Call Centre should be reported in writing through our email on [info@platinumcredit.co.ug](mailto:info@platinumcredit.co.ug).

12.3 This agreement shall be governed and construed in accordance with the laws of the Republic of Uganda.