



## **USSD TERMS AND CONDITIONS CIVIL SERVANT LOAN PRODUCT**

### **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 Products means the various loan facilities offered by PCUL;
  - 2.1.7 Request means instruction received by PCUL from you or purportedly from you through the system and upon which request PCUL is authorized to act;
  - 2.1.8 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;
  - 2.1.9 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;
  - 2.1.10 Secured asset is the asset/security over which the loan facility is secured;
  - 2.1.11 SMS means a short message service consisting of a text message transmitted from one mobile to another;
  - 2.1.12 System means PCUL’s electronic lending platform and communications software for the purpose of these services;
  - 2.1.13 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.
  - 2.1.14 We, our and us means PCUL and includes the successors and assigns of the PCUL;
  - 2.1.15 You and your means the borrower and includes the personal representatives of the Borrower;

- 2.1.16 USSD T&C's means these USSD Terms and Conditions.
- 2.1.17 The word "borrower" shall include both the masculine and the feminine gender as well as the juristic persons;
- 2.1.18 Words implying the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.1.19 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.
- 3.8 If you believe that our records contain inaccurate or incomplete information about you, please visit any of our branches to make the necessary amendments. Some changes will only be made once the necessary supporting documentation has been availed. We will take reasonable steps to investigate your concerns and correct inaccurate or complete incomplete information in a timely manner.
- 3.9 The Borrower hereby gives Platinum Credit(PCUL) the authority to cross check the borrower's employment status or history with his/her employer. The Borrower shall notify PCUL of any changes in his/her employment status whether to; salary, employment terms and conditions, change of employer, and any other information deemed necessary for processing and subsistence of the loan.
- 3.10 The borrower hereby commits to use the loan for economic activity that is lawful and warrants that they will adhere to all relevant environmental laws, including those related to waste disposal and the proper handling of hazardous and toxic materials.
- 3.11 The borrower hereby warrants that they fully comply with all applicable international and national laws, including but not limited to: (i) human rights, (ii) embargoes, arms control, drug trafficking, and counterterrorism regulations, (iii) health and safety standards for employees and third parties,

(v) environmental protection laws, (vii) anti-corruption and anti-bribery laws, fraud prevention, and influence peddling regulations, and (viii) anti-money laundering measures. The borrower commits to maintaining this compliance throughout the duration of the loan.

#### **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 CIVIL SERVANTS LOAN PRODUCT

### 10.1 The Loan

10.1.1 At your request, PCUL agrees to make available to you the advised loan amount on the terms and conditions set out in this agreement.

10.1.2. You acknowledge and accept the terms and conditions upon which payment of the loan amount

### 10.2. Interest rate.

<b>Loan Term</b>	<b>1-12</b>	<b>13-24</b>	<b>25-36</b>	<b>37-42</b>	<b>43-84</b>	<b>85-96</b>
	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>
Interest rate (per month)	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%
<b>Tick the Chosen Term</b>						

### 10.2.1. Interest Calculation.

Interest shall be calculated monthly. The interest shall apply to the initial capital sum at a rate. Where appraisal fees and other fees applicable have not been paid at the time of disbursement, save for credit life cover which shall be deducted at the time of disbursement, the fees and charges shall be capitalized on the loan amount and interest shall be calculated on the capitalized loan amount.

### 10.3. Cooling off

10.3.1. Where the loan is cancelled at any stage of processing before disbursement of the funds, the Borrower shall be obligated to pay any loan origination costs incurred.

10.3.2. Cancellation of the loan before disbursement of the funds should be communicated in writing by an official letter.

10.3.3. If the loan is cancelled after receipt of the funds, the Borrower shall refund the disbursed amount plus the loan origination costs within 5 working days of receipt of the said funds, and the same shall be communicated in writing through an official letter accompanied with the proof of refund. Failure to which, interest shall be charged.

#### 10.4. Repayment

10.4.1 You must repay the loan in monthly installments as agreed.

10.4.2 The loan shall be paid through payroll deductions on the Borrower's salary until it is paid in full. However, where the borrower goes off payroll for whatever reason during or after the subsistence of the loan, before the loan is fully serviced, the Borrower agrees to pay directly his/her monthly loan installments to the lender through the provided account details, until that time when the payroll deduction start or resume. In such a case the Borrower shall use the payment methods provided herein.

10.4.3 The borrower shall be required to provide consent in the form of a letter, and a letter of undertaking as mandated by the Public Service Human Capital Management System before loan approval. These documents shall give authority to his/her employer to make payroll deductions from the borrower's salary, which deductions will be remitted to the Lender in fulfillment of the borrower's obligation to repay the loan.

10.4.4 You agree that PCUL shall recover the monthly installments in full from the borrower's employer by way of a deduction on his or her payroll.

10.4.5 You hereby give the employer the right to deduct monies owing to PCUL from any unpaid wages or any other remuneration credits payable to you if you leave the service of your employer for any reason before the total amount repayable under this agreement has been paid.

10.4.6 An application fee of UGX 50,000 shall be deducted from the loan amount upfront prior to disbursement.

10.4.7 The Borrower shall incur a charge of UGX 20,000/= for every statement issued.

10.4.8 In the event that the loan term elapses before the loan is fully paid, due to none or partial remittance of the agreed monthly loan installments, the lender shall be entitled to maintain its code on the borrower's salary until the outstanding loan obligation is fully repaid.

10.4.9 No loan repayments should be made to the Lender's employees or agents. Platinum Credit (U) Limited shall not take ANY responsibility for money paid to any of its employees. All loan repayments should be made to the Lender's Bank accounts or Mobile money accounts stated herein.

10.4.10 The responsibility to ensure timely payment of the installments lies with the borrower; the Lender is entitled to charge a default penalty fee at a rate of 1% of the principal due. The Lender has a right to demand the Borrower or his/her employer to pay any installment not paid or paid partially. The Lender reserves the right to engage third-party debt collectors to recover any total outstanding balance at the Borrower's cost.

10.4.11 In the event of:

- (i) Any failure by the Borrower to pay any amount which is owing to this agreement in full and on the date he or she has to, or
- (ii) Any other breach by the Borrower of the terms of this agreement;
- (iii) Any claim that the Borrower has failed to carry out his/her duties under this agreement; then the full balance due under this agreement together with all other charges and

expenses owing to the Lender by the Borrower shall immediately become due, and payable to the Lender and without giving notice to the Borrower or affecting any of the Lender's rights under this agreement. The Lender shall be entitled to terminate this agreement, and claim/or recover from the Borrower any damages/losses it may have suffered as a consequence.

- 10.4.12 The borrower hereby agrees and authorizes Platinum Credit (U) Limited at any time without notice or demand to the Borrower to consolidate all his/her existing loans and institute recovery through deductions from the borrower's salary.
- 10.4.13 In the event of the Borrower's death or permanent disability, the Borrower or his estate will not be liable for any outstanding repayments upon presenting proof.
- 10.4.14 **All loan repayments to Platinum Credit Limited Uganda shall be made via bank to; KCB Bank Account: 2294852494 | Absa Bank Account: 6006726893 or by Mobile money transfer (MTN: dial \*165#, Select Payments (4), Select Goods and Services (4), Enter Merchant code: PCLU, Enter Payment reference: Client ID, Enter Amount, Enter PIN Only. UNDER NO CIRCUMSTANCES SHOULD A Borrower or their representative MAKE A LOAN REPAYMENT TO A LOAN OFFICER, AGENT, OR ANY STAFF MEMBER. Call 0200300500 FOR ANY INQUIRIES.**
- 10.4.15 If payment is made by cheque or banker's cheque or electronic funds transfer, the payment is deemed to have been received on the date funds are cleared, and not on the date the cheque is deposited or electronic funds transfer initiated.

#### 10.5. Cost of Credit and Execution charges

- 10.5.1. The costs of credit shall constitute Appraisal fees, Monitoring fees, Agency fees.
- 10.5.2. Appraisal fees of 12.5% of the of the loan amount.
- 10.5.3. The borrower shall also be charged an agency fee of 10% of the loan amount.
- 10.5.4. A monthly Monitoring fee as follows; [(1-12months) =2.38%], [(13-24months) =2.18%], [(25-36months) = 1.83%], [(37- 42months) =1.36%], [(43-84 months) = 0.64%], [(85- 96 months = 0.30%).
- 10.5.5. The Borrower acknowledges and agrees that all fees, charges, costs and expenses payable by the Borrower in connection with this Agreement ("Fees") have been fully disclosed to the Borrower prior to execution of this Agreement, The Borrower confirms that he/she has reviewed the Fees and has accepted the Fees prior to execution of this Agreement.
- 10.5.6. Nothing in this clause shall be construed as limiting the Lender's right to recover any additional costs or expenses permitted under applicable law or elsewhere in this Agreement.

#### 10.6. Early settlement.

- 10.6.1 The borrower has a right to settle the loan before expiry of the loan term, and in such a case the Borrower shall request for a payoff quotation from the Lender which shall contain the amount the borrower is liable to pay at the time of settlement. In the event that the loan is settled early, the borrower will NOT be charged early settlement fees.
- 10.6.2 The payoff quotation shall be valid for a specified period and the borrower undertakes to pay the amount quoted within the said timelines, failure of which the loan will continue running.

#### 10.7. Breach

- 10.7.1. Breach will be deemed to have occurred In the event of :-
- (i) Any failure by you to pay any amount which is owing to this agreement in full and on their due dates, or;
  - (ii) Any other breach by you of the terms of this agreement;

- 10.7.2. Any claim that you have failed to carry out your duties under this agreement; then the full balance due under this agreement together with any roll over interest and all other charges and expenses owing to PCUL by you shall become immediately due and payable to PCUL without affecting any of Platinum Credit's rights under this agreement. PCUL shall be entitled to terminate this agreement and claim/or recover from you any damages/losses it, may have suffered as a consequence.
- 10.7.3 In the event of a default by you in making payment, PCUL shall have the right to use any money paid by you to first pay legal and other costs, then interest and then the actual loan amount.
- 10.7.4 PCUL reserves the right to engage third party debt collectors to recover any total outstanding balance at your cost.
- 10.7.5. The responsibility to ensure timely payment of the installments lies with the borrower; the company is entitled to charge a default penalty fee at a rate of 1% of the principal overdue.

## 10.8 Statement

- 10.8.1 PCUL will give at the Borrowers' request a statement setting out all deductions from his/her salary, outstanding balance and any amount payable in arrears.
- 10.8.2 The amount owing by the Borrower to PCUL at any time shall be shown by a certificate/statement or payoff quotation in which Platinum Credit's Officer has worked out and has stated as amount owing. The certificate/ statement or payoff quotation will be a proof of the amount owed to PCUL by the borrower and will be able to be used in any legal proceeding and will be accepted by the court on its own as correct unless the Borrower proves that it is incorrect.

## 10.9. Insurance

- 10.9.1. As a responsible lender, PCUL shall offer to facilitate credit life insurance for the Borrower to cover the loan in case of death or permanent disability, through a licensed insurance broker. The Borrower shall pay a reasonable premium of 0.95% of the total loan amount, payable upfront. The insurance payout and any other benefits shall be handled according to the policy terms. The Borrower acknowledges and agrees to the cost and arrangement of the insurance.
- 10.9.2. PCUL shall provide reasonable assistance to the Borrower (or the Borrower's family/representatives) in relation to a claim.

## 11. General.

- 11.1. This Agreement is the whole agreement between PCUL and the Borrower. No amendment, variation, or waiver of any provision of this Agreement shall be effective unless made in writing, signed by both PCUL and the Borrower. Notwithstanding the foregoing, PCUL may amend the terms of this Agreement as required to comply with applicable law or regulations, including changes to interest rates, fees, or other loan terms, without the Borrower's prior consent.
- 11.2. The Borrower acknowledges that he or she fully understands the provisions of this agreement and has entered into it voluntarily for his or her own benefit.
- 11.3. All provisions of this agreement are separate and divisible, and if any part is held invalid, the remaining provision shall continue in full force and effect.
- 11.4. The Borrower acknowledges that they were advised by the Lender to obtain independent advice prior to entering into this Agreement and confirms that they have either obtained such advice or voluntarily elected not to do so.

## 12. PCUL'S DATA PROTECTION POLICY.

- 12.1. It is hereby understood and agreed that the Borrower has provided his or her personal data to PCUL to facilitate the processing of the loan facility sought by the Borrower.
- 12.2. It is hereby understood and agreed that by signing this contract, the Borrower;
- 12.3. Shall 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;
- 12.4. Consents to PCUL processing the data as per its internal company policy;
- 12.5. The Borrower agrees that the PCUL may disclose any personal data in possession of the Lender relating to the borrower, and their loan account details to any CRB, service providers and all agents used by PCUL in the course of the operation of the account including, but not limited to personnel appointed by PCUL to manage the account, insurance companies, among others;
- 12.6. The Borrower further consents that the information submitted may be used to identify borrower and access their credit information. The Borrower further consents that the said information may be used by PCUL for identification purposes, credit risk prevention and management, marketing, and any other similar purpose.
- 12.7. The Borrower hereby undertakes to inform PCUL when he/she believes that his/her personal information has changed and shall visit any of PCUL's branches to make the necessary amendments. Some changes will only be made once the necessary supporting documentation has been availed.
- 12.8. 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;
- 12.9. Is at liberty to exercise its rights as a data subject and as is provided by the Data Protection and Privacy Act, Cap 97, Laws of Uganda;
- 12.10. PCUL undertakes to ensure that the personal data provided by the Borrower is processed in accordance with the Data Protection Act, Laws of Uganda.
- 12.11. For queries and more information on our Data Protection Policy, the Borrower may contact our Data Protection personnel at; [dpo@platinumcredit.co.ug](mailto:dpo@platinumcredit.co.ug).
- 12.12. Kindly access our website on <https://platinumcredit.co.ug> to view our Data Privacy Statement

## 13. DISPUTES, CLAIMS OR COMPLAINTS

- 13.1. In case a dispute regarding the loan contract herein or any transactions thereof, the borrower can seek resolution from PCUL or via Call Tel No. +256 (0) 200 300 500. The Borrower shall refer a dispute/complaint to PCUL for mediation before the same is referred to any judicial body.
- 13.2. Unless this Agreement has already been repudiated or terminated, the parties shall, (notwithstanding that any dispute is subject to the dispute resolution procedure set out in this agreement), continue to carry out their obligations in accordance with this agreement.

## 14. OTHER REPRESENTATIONS AND WARRANTIES.

- 14.1. The borrower hereby commits to use the loan for economic activity that is lawful and warrants that they will adhere to all relevant environmental laws, including those related to waste disposal and the proper handling of hazardous and toxic materials.

14.2. The borrower hereby warrants that they fully comply with all applicable international and national laws, including but not limited to: (i) human rights, (ii) embargoes, arms control, drug trafficking, and counterterrorism regulations, (iii) health and safety standards for employees and third parties, (v) environmental protection laws, (vii) anti-corruption and anti-bribery laws, fraud prevention, and influence peddling regulations, and (viii) anti-money laundering measures. The borrower commits to maintaining this compliance throughout the duration of the loan.

15. **LAW APPLICABLE**

This agreement shall be subject to the Ugandan Laws and to the exclusive jurisdiction of the Ugandan Courts.