**Terms & Conditions**

**Thank you for using Kifiya’s Device Financing Application (Mobile Application and/or Website) (collectively, the “Platform”).**

**By accessing and using any part of our platform, you are deemed to have accepted and agreed to be legally bound by Our Terms & Conditions of use.**

**Please read these Terms & Conditions carefully before proceeding to access or use the platform.**

1. **General**

**These Terms & Conditions may be amended in whole or in part from time to time without prior notice. All updates will be published on this page, and your continued use of the platform after such updates shall constitute your irrevocable acceptance of the revised Terms & Conditions.**

1. **Definitions**

* **“Agreement” refers to these Terms along with any financing contract signed by the Customer with a financial institution.**
* **“Company or We or Our” refers to Kifiya Financial Technology, the provider of the device financing services.**
* **“Customer” refers to the individual or entity applying for or using the financing services.**
* **“Device” means the electronic equipment provided under the financing agreement to the Customers.**
* **“Financial Institution” refers to Financial institutions providing the financing for devices purchase.**
* **“You” refers the merchant who is in the retail business of devices eligible to device financing.**

1. **Registration on the Platform**

* **You must complete registration by submitting your KYC/B details and a One-Time Password (OTP).**
* **You are required to provide business information, including:**
* **Business Registration Certificate**
* **Tax Identification Number (TIN)**
* **Valid identification (e.g., national ID or passport)**
* **Contact details (such as, phone number, email, address)**
* **Bank account number**
* **Login is conducted using your Merchant ID and password.**
* **Kifiya reserves the right to verify all registration applications.**
* **Kifiya’s sales representatives may assist in registering you on the platform, and you consent to providing them with the required information.**

1. **Device Listing**

**You must list devices available for financing on the platform, including:**

* **Device name**
* **Device specifications (such as, memory, screen size, model)**
* **Price Details**

1. **Financing Application**

**You must submit customer financing applications through the platform on their behalf. Required customer data for application includes:**

* **Identification (National ID or passport);**
* **Income;**
* **Address**

**You must inform customers of their approved financing limits and eligible devices.**

**You must ensure the availability of devices selected by the customers before submitting the financing application on their behalf.**

**You are required to enter the customer’s down payment amount into the Platform. This down payment is considered part of the customer's self-financing.**

**You must present available installment options to the customer and record their choice.**

**You must respect the right of the customer to withdraw from the transaction, before finally placing any order.**

1. **Device Registration**

**You must scan the device’s serial number that is selected by the customers for financing using the app’s barcode/QR code scanner or enter it manually into the platform.**

1. **Loan Contract**

**You are responsible for explaining the customer's loan contract, including details such as:**

* **Device type, quality and price;**
* **Down payment amount;**
* **Loan amount;**
* **Loan tenure;**
* **Interest rates;**
* **Installment terms (monthly payments etc.)**

**The customer's OTP must be entered into the platform to confirm their agreement and consent.**

1. **Device Cost Payment**

**You will receive the financed amount (device cost minus customer down payment), disbursed to your registered bank account.**

**You must deliver the device to the customer immediately upon receiving the full price of the device.**

1. **Delivery Confirmation**

**You must upload proof of delivery of the financed and sold device to the customer within the platform.**

**You must provide receipts to the customer as required by the relevant law.**

**Risk of loss, theft, or damage to the device only passes to the Customer upon delivery.**

1. **Data Protection**

**You are strictly prohibited from retaining, storing, or disclosing customer data beyond what is required for the transaction.**

1. **Fraud or Deception**

**You are expected to act in accordance with consumer rights and regulations. Any fraudulent activity will lead to blacklisting and liability for damages.**

**You must respect the rights of consumers as described in relevant laws.**

**You must not provide false information to the customer about the quality, price and nature of the device.**

**You must not sale devices above the price registered in the platform.**

1. **Warranty and Replacement**

**You must provide a valid warranty for each device sold and replace any malfunctioning device accordingly.**

**You must replace or refund the price of defective devices sold to the customer if the customer request such replacement or refund within 15 days of purchase.**

1. **Proprietary Rights**

**This platform is owned and operated by Kifiya Financial Technology Private Limited Company ("Kifiya").**

**All intellectual property rights—including logos, information, source code, databases, design, and software—are the property of Kifiya and protected by law.**

**No part of this platform may be copied, modified, republished, uploaded, posted, transmitted, or distributed in any way without prior written permission from Kifiya.**

1. **Information Contained on the Application**

**While Kifiya strives to ensure that the information provided on the platform is accurate and current, it makes no warranties regarding Quality, completeness, or reliability of the content or any errors or omissions and use of such content is at your own risk.**

1. **Disclaimer of Warranties and Liability**

**The platform and its contents are provided “as is” and “as available” without any warranties, express or implied, including (but not limited to) implied warranties of merchantability, fitness for a particular purpose, and non-infringement.**

**Kifiya shall not be liable for any loss or damage arising from:**

* **Inaccessibility of the platform;**
* **Errors, interruptions, or defects;**
* **Viruses or system failures;**

**The platform may include links to third-party websites. Kifiya is not responsible for the content, privacy practices, or policies of these external sites.**

1. **Username and Password**

**If you register on the platform, you are responsible for safeguarding your login credentials.**

**Kifiya will not be liable for any loss or damage resulting from your failure to protect your login information.**

1. **Termination**

**Kifiya reserves the right to suspend or terminate your access to the platform, in whole or in part, at any time without prior notice or explanation.**

1. **Governing Law**

**These Terms & Conditions are governed by the laws of the Federal Democratic Republic of Ethiopia, without regard to conflict of law principles.**

1. **Right of Access to the platform**

**Kifiya reserves the right to:**

* **Update or modify the platform at any time;**
* **Deny or restrict access to the platform without assigning any reason**

1. **Further Obligations**

**By using the platform, you agree to:**

* **Follow all instructions provided through the platform;**
* **Provide accurate, current, and complete information;**
* **Refrain from speculative, false, or fraudulent transactions;**
* **Indemnify Kifiya from any claims, losses, damages, or liabilities arising from your use of the application, including claims of third-party rights infringement or breaches of these Terms & Conditions.**

**☐ I agree to the terms and conditions**

**Kifiya Financial Technology PLC; Addis Ababa, Kirkos sub city, Woreda 07; TIN 0016273235; Principal Registration No. MT/AA/2/0010108/2004; Business license No. KK/AA/14/706/749095/2010; info@kifiya.com**