

## LettucePay Pay Later in 3 Agreement

The following terms and conditions represent an agreement between the lender, Lettuce Pay Ltd., located at Dansoman Rd 47, Accra, Ghana 00233 ("LettucePay," "we," or "us") and the user of this payment option ("you" as the borrower, under the name and address provided when you agreed to use this payment option), entered into the date you agree to use this payment option for your purchase.

### How it works

- Use your own mobile money account comprises of MTN Momo, Vodafone Cash and AT Mobile money, or other accepted payment method, to reload your wallet on Lettuce Pay mobile application.
- The first payment is charged when the merchant confirms your order (this is usually the shipping date for online orders) and instantly for instore or physical shops merchant.
- The next 2 payments are automatically made every 2 weeks after your Initial Payment (first Installment Payment due at least 15 days after Initial Payment).
- Lettuce Pay charges 10% interest on total purchase amount or initial purchase amount ,with Pay Later in 2 instalments with no extra fees unless you fail to make a payment on the scheduled time.
- If you return or cancel any part of your purchase, you may get a refund from Lettuce Pay depending on how the store handles returns and cancellations. If you are due a refund from Lettuce Pay on a returned or cancelled order, we will refund the balance back to your original payment method.
- If you have questions about the quality or shipping of your order, please contact the merchant where you made the purchase.
- A Late Fee of up to Ghana cedis 79 may be charged if any scheduled payment remains unpaid after 10 days (the total of late fees charged on an order will never exceed 25% of your Total Purchase Amount).
- Depending on your payment method, your financial institution may charge you interest or fees under your agreement with them. If you have any questions about those charges contact your payment method provider.

### Terms and Conditions

**You must agree to the terms of this Agreement, including the Payment Authorization below that authorizes us to initiate payments from the Mobile Money or any payment method account you have identified, in order to obtain a Pay Later in 3 loan.**

In addition to these terms and conditions, your use of this payment option is governed by the [Terms for Lettuce Pay Shopping Service](#), which are incorporated into and made part of these Terms and Conditions (collectively, the "Agreement"). By choosing to pay for your purchase of goods and/or services (the "Purchase") from a store or merchant (the "Merchant") with a Pay Later in 3 loan from Lettuce Pay, you agree to the terms of this Agreement, which, in addition to the [Terms for Lettuce Pay Shopping Service](#), includes our [Privacy Policy](#), the [Electronic Communications Agreement](#), the [Payment Authorization](#) below, and each applicable Payment Schedule we provide to you. **MOREOVER, THIS AGREEMENT INCORPORATES THE [ARBITRATION PROVISION](#) IN THE TERMS FOR LETTUCE PAY SHOPPING SERVICE TO WHICH YOU ARE ALREADY A PARTY. IF YOU DID NOT OPT OUT OF THAT ARBITRATION PROVISION, IT ALSO APPLIES IN THIS AGREEMENT, UNLESS YOU ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT. PLEASE READ THE ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS ACTION. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THE ARBITRATION PROVISION UNLESS YOU PREVIOUSLY OPTED OUT.**

We will separately review each request for a Pay Later in 3 loan you make. Our approval of one Pay Later in 3 loan does not mean we will approve another loan. If we approve you for a Pay Later in 3 loan, we will make the loan to you by paying the Merchant.

**Total Purchase Amount:** This equals the total amount of your Purchase, as adjusted, and represents the total amount you will have paid when you have made all scheduled payments. In addition to the cost of any goods or services, it may be adjusted to include (1) any applicable taxes, shipping costs, or other fees that are charged by a Merchant, (2) any goods or services added to your order after you agree to this Agreement and/or (3) any adjustments or increases due to exchanges or returns.

**Payment Schedule:** When you elect to use this payment option, we will present you with the applicable payment terms, including:

1. The amount of your **Initial Payment**. The Initial Payment is the first of three payments and is due immediately once the Merchant confirms your order. The Initial Payment will be made automatically on that date as described in the Payment Authorization below.
2. The amount of each subsequent **Installment Payment**. The Installment Payments represent the amount financed and consist of three installment payments due every two weeks after the Initial Payment for a loan term of four weeks from the Initial Payment. Installment Payments will be made automatically on these dates as set forth in the Payment Authorization below.

Depending on the details of your Purchase and how it is processed by the Merchant, one or more payment schedules (each, a "Payment Schedule") will be emailed to you and made available through the Lettuce Pay App once the Merchant confirms each applicable order under your Purchase (see "Split Orders" below for further details on multiple Payment Schedules.) Each Payment Schedule will show the amount of the applicable Initial Payment and each Installment

Payment and the date on which each Installment Payment is due ("Due Date"). The sum of all final Payment Schedules provided to you is equal to the Total Purchase Amount. You acknowledge and agree to the payment terms above, and that such payment terms and each Payment Schedule are incorporated by reference into this Agreement.

**Promise to Pay:** By using this payment option, you are instructing us to send the proceeds of your loan to the designated Merchant as payment for your purchase. You further promise to pay Lettuce Pay the Total Purchase Amount in accordance with the payment terms, including repayment of the Initial Payment and each Installment Payment on their Due Dates, plus any fees, past due amounts and other charges as permitted under this Agreement. There is no balloon or similar final payment required on this loan and you are not required to obtain credit life or credit disability as a condition of receiving this loan.

**Interest or Other Finance Charges:** This is a 10% APR loan. We do charge interest or other finance charges in connection with your Pay Later in 3 loan. Other fees may apply as described in this Agreement.

**Payment Methods:** We accept all mobile network base money wallet transactions in Ghana that are valid and registered in Ghana (each a "Payment Method"). We may limit the types of payment methods we accept at our discretion. If a type of payment method, such as a particular mobile network provider is not accepted, you will be notified before your Purchase is completed. We do not accept none Ghanaian payments. You may change your payment method at any time, and if you do, you authorize us to charge your new payment method in accordance with this Agreement.

**Storing Payment Method Details:** You authorize us to store your payment method details. We will use this information to authorize future charges as described in this Agreement. Unless you opt out, we may also use this information to prefill your payment method details for future purchases. You may manage your payment method details online or through the Lettuce Pay App. In the event Lettuce Pay obtains updated payment method information from your mobile network provider, you agree that we may update and use this information in our system.

**Prepayment:** You may prepay part or all of any outstanding Total Purchase Amount at any time without penalty.

**Split Orders:** "Split Orders" occur when (1) the Merchant does not confirm all items from your Purchase at a single point in time (for example, one or more items from your Purchase ship on different dates); or (2) the amount of your Purchase increases after you agree to the terms of this Agreement. In the event of a Split Order, we will do one of the following at our discretion: (1) provide you with an updated Payment Schedule as adjusted by us due to the Split Order (this Payment Schedule will replace any Payment Schedule previously provided to you); or (2) provide you with an additional Payment Schedule for each Split Order confirmed by the Merchant that will include an additional Initial Payment and three additional Installment Payments that you will pay pursuant to the Payment Authorization below (this Payment Schedule does not replace any Payment Schedules previously provided to you). Unless we provide you with a new Payment Schedule as described above, each Split Order constitutes a separate Pay Later in 3 loan; provided, however, that the total sum of all Initial Payments and

Installment Payments disclosed on each Payment Schedule associated with your Purchase will not exceed the Total Purchase Amount.

**Late Fee:** If any payment remains unpaid for 10 days after its due date, you agree to pay us a Late Fee of up to Ghana cedis 79 (or such lesser amount as required by law), except where prohibited by applicable law. The total of Late Fees charged on an order will never exceed 25% of the Total Purchase Amount and will be waived or refunded in the event our error results in you incurring a Late Fee.

**Returns:** Any return, cancellation or exchange of a product is a matter between you and the Merchant, subject to Merchant's return policy. It will not impact the amount you owe under this Agreement unless and until we receive a credit from the Merchant. If we receive a credit from the Merchant, we will apply it to your outstanding balance and refund any portion of such credit that exceeds your outstanding balance. Merchant credits do not count as payments on your account. You will need to continue to make your previously disclosed payments at scheduled Due Dates until your balance is paid in full.

**Instant Refunds:** If you are eligible for an instant refund, you may receive funds for returned products before your returned product is approved and registered by the Merchant. Lettuce pay determines, in its sole discretion, whether you are eligible for an instant refund. An instant refund will be issued to the same payment method you used when paying for your purchase within 5-7 days from reporting the return, depending on your bank. Lettuce Pay will also pause your payment plan until the Merchant has either registered or rejected the return. If the Merchant partly accepts and registers your return at a lower amount than the amount paid out by Lettuce Pay to you, Lettuce Pay has a right to reclaim the remaining amount from you. If you fail to return the product or if the Merchant does not accept and register your return, Lettuce pay has the right to reclaim the full amount from you. Lettuce Pay will reclaim the amount owed to us by resuming your payment plan and, where necessary, extending it.

**Product Questions and Issues:** Please contact the Merchant with any questions regarding Purchases.

**Default:** Except where prohibited by law, you will be in default if you: (a) fail to make any payment by a Due Date; (b) become the subject of insolvency or bankruptcy proceedings; (c) supply false, misleading, or incorrect information to us; (d) a payment is returned to us by your bank; or (e) violate or are unwilling to comply with any provision in this Agreement (each a "Default").

If you are in Default Lettuce Pay may: (i) employ a debt collection agency to collect payment; and (ii) report default information to credit bureaus. If you are in Default Lettuce Pay may prevent you from future use of any Lettuce Pay service.

**Consent to Receive Debt Collection Emails.** In the event that you are in Default, you consent to receive debt collection emails at any time of the day or night including from our debt collection service providers. You also certify that any email address you provide is a personal email address and not a work email address. If you change your email address, it is your obligation to update your email address with Lettuce Pay.

**Credit Reports and Reporting; Identity Theft:** You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your application for credit and subsequently in connection with any product upgrades or offers or the collection of your loan or your account with us. We will only obtain consumer reports that do not impact your credit score and do not leave a hard inquiry on your credit report.

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit bureau report.**

**No Loan Broker:** You agree and represent that no person has performed any act as a broker in connection with the making of this loan.

**Assignment:** You may not transfer or assign any rights or obligations you have under these terms. To the extent not otherwise already permitted by applicable law, we may transfer or assign these terms or any right or obligation under these terms at any time provided that such transfer does not alter your rights and obligations under these terms to your detriment.

**Notices:** Except as otherwise required by law, all notices regarding this payment option must be provided in writing to: Lettuce Pay, Dansoman Rd 47 , Accra-Ghana. **Lettuce Pay Customer Service** (“Notice Address”).

**Complaints:** For complaints, the information provided on [www.lettucepaygh.com](http://www.lettucepaygh.com) applies. If you have a complaint towards Lettuce Pay, you can submit your complaint through the contact form on Lettuce pay’s website ([www.lettucepaygh.com](http://www.lettucepaygh.com)) or via postal mail with the keyword "Complaint" to Lettuce Pay’s address.

**Enforceability:** If any term of this Agreement is finally determined to be void or unenforceable by a court or government agency of competent jurisdiction, that term will continue to be enforceable to the extent allowed by such court or agency, and the remainder will no longer be a part of this Agreement. All other provisions of this Agreement will remain in effect.

**Governing law, venue:** You agree that the laws of the Republic of Ghana, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Lettuce Pay, except as otherwise stated in this Agreement. Subject to the Arbitration Provision, you may also litigate any dispute in small claims court with jurisdiction over that dispute, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated with Lettuce Pay informally first.

## **PAYMENT AUTHORIZATION**

**THIS PAYMENT AUTHORIZATION (1) PERTAINS TO ALL PAYMENT SCHEDULES WE DELIVER TO YOU AND (2) AUTHORIZES US TO INITIATE ADDITIONAL PAYMENTS IN THE EVENT YOU FAIL TO PAY ON TIME. READ IT VERY CAREFULLY BEFORE CONSENTING TO THIS AGREEMENT.** To complete

your Purchase you will designate one or more debit cards, credit cards and/or bank accounts (each a Payment Method) to make payments on your Pay Later in 4 loan. Before you completed your Purchase, you designated a primary Payment Method for such payments (together, along with any substitute Payment Method you or your financial institution or card issuer may later provide to us for this purpose, the "Primary Payment Method"). You were also given the option to designate an additional back-up Payment Method to make payments in the event we are unable to complete a payment using your Primary Payment Method (together, along with any substitute Payment Method you or your financial institution or card issuer may later provide to us for this purpose, the "Back-Up Payment Method"). If you designate a Back-Up Payment Method, it must be a different account or card than the one designated as Primary Payment Method. Your Primary Payment Method and Back-Up Payment Method can be changed, modified or terminated as further described below.

For the purposes of this Payment Authorization, the words "we", "us" and "our" include LettucePay any person to whom this Agreement is transferred or assigned. By electronically signing this Authorization and agreeing to this Payment Authorization, you are authorizing us to initiate (1) Mobile money Payment Method, as applicable, for the amounts due under the Agreement and as further set forth below (collectively, "Payments").

*Authorization for Initial Payment:* For each Payment Schedule that we deliver to you, you authorize us to initiate a one-time debit Payment using the Primary Payment Method in the amount of the Initial Payment indicated on that Payment Schedule. Initial Payments will occur on or soon after the date the Merchant confirms an applicable order from your Purchase.

*Authorization for Recurring Installment Payments:* For each Payment Schedule that we deliver to you, you also authorize us to initiate recurring Payments using the Primary Payment Method in the amounts and on or soon after the dates set forth on that Payment Schedule (or in any alternative amounts or on any alternative dates to which you and we may agree).

*Authorization for Late Payment Fees and to Modify or Combine Payments:* You authorize us to initiate a separate payment from the Primary Payment Method, at our sole discretion, for each separate fee due under the Agreement such as a Late Fee. You also authorize us to combine multiple payments that we may be initiating on the same day from the Payment Method into a single payment. Instead of or in addition to any payment described above, you authorize us to initiate payments from the Payment Method for any amount and on any date that you subsequently direct by phone, email or other method we make available.

*Authorization to Correct Payments, Maintain Accurate Balance and Update Payment Method Information:* You authorize us to debit or credit your Payment Method as necessary to (1) correct any error we may make in processing a payment on or after the date such error occurs; or (2) as otherwise necessary to obtain an accurate balance under this Agreement such as when you have a credit balance on your account with us. If there is any missing or erroneous information with respect to the Payment Method or the associated financial institution, you authorize us to verify and correct such information.

*Reinitiating a rejected debit or charge:* Unless otherwise limited by law, if any Payment under this Payment Authorization is rejected or otherwise returned unpaid, you authorize us to

reinitiate it up to two additional times. However, you agree that we are under no obligation to reinitiate any rejected charges or debits.

*Fees Imposed By Your Financial Institution or Card Issuer:* You understand that your financial institution or card issuer may impose fees in connection with rejected charges or debits, and you agree that we do not have any liability to you for such fees. If you know that a payment will be rejected by your financial institution (e.g., because there is not enough money in the account or availability on the card), you should contact us so that alternate arrangements can be made.

*Changing Your Payment Methods:* You can change your Payment Methods and designations of Primary or Back-Up Payment Methods using the Wallet button in the Lettuce Pay App or at [www.lettucepaygh.com](http://www.lettucepaygh.com). We must receive your changes at least three (3) business days prior to the next scheduled payment for your changes to be effective for that payment. Otherwise, your changes will be effective for the following payment.

*Revocation and Termination:* To cancel your Payment Authorization, please call customer service at +233530446119, Monday-Friday from 8:00AM – 5:00PM GMT AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE NEXT SCHEDULED PAYMENT. Otherwise the Payment may have already been automatically initiated. We may cancel your enrollment in recurring Payments at any time for any reason, including excessive Failed Payments. If your Authorization is cancelled by you or us, you will still be responsible for making payments due under the Agreement by another Payment Method. This Authorization does not prevent you from stopping payment by contacting your financial institution.

*Confirmation of Account or Card Status.* You authorize us to validate your Payment Methods and determine whether a Payment under this Authorization will be successful, including by initiating an authorization request, non-monetary entry or similar entry to any applicable Payment Method and/or obtaining balance information from the financial institution or card issuer associated with the Payment Method. We are not obligated to initiate any Payment under this Authorization if we are unable to validate the applicable Payment Method or if we receive information suggesting that the Payment will likely fail.

*Miscellaneous:* You promise that the Payment Method is legitimate, open and active and that you are an authorized user on such account(s). You understand that this Authorization is subject to applicable law and network rules. Each payment will be processed in Ghana Cedis, and, if it is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate.