

GENERAL TERMS AND CONDITIONS

SECTION A: CAR FINANCE

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 KOMMUTE (hereinafter referred to as KOMMUTE) 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 KOMMUTE means Kommute Finance Limited;

2.1.2 Credit Reference Bureau means a credit reference bureau duly licensed to collect and facilitate the sharing of borrower's information;

2.1.3 Borrower means the person at whose request KOMMUTE will advance a loan facility;

2.1.4 Call Centre means KOMMUTE's call centre;

2.1.5 Equipment includes your mobile phone handset and/ or other equipment which when used together enables you to access the online lending platform;

2.1.6 CF means Car Finance;

2.1.7 Products means the various loan facilities offered by KOMMUTE;

2.1.8 Request means a request and/or instruction received by KOMMUTE from you or purportedly from you through the system and upon which request KOMMUTE is authorized to act;

2.1.9 Services shall include any form of financial services or products that KOMMUTE 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 security overall and every part of the secured asset;

2.1.11 Secured asset is the asset 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 KOMMUTE's electronic lending platform and communications software enabling the borrower to communicate with KOMMUTE for the purposes of these services;

2.1.14 Transaction costs means charges levied by other 3rd party service providers which includes but is not limited to Mpesa and bank transaction charges.

2.1.15 We, our and us means KOMMUTE and includes the successors and assigns of the KOMMUTE;

2.1.16 You and your means the borrower and includes the personal representatives of the Borrower;

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 importing 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 KOMMUTE'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 KOMMUTE 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 KOMMUTE assess your credit score including but not limited to accessing your credit history from a registered Credit Reference Bureau.

3.7 These Terms and Conditions may be amended or varied by KOMMUTE 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 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 KOMMUTE to obtain and procure your personal information contained in the IPRS from the Government of Kenya and you further agree and consent to the disclosure and provision of such personal information by the Government of Kenya to KOMMUTE.

4.5 You hereby authorize KOMMUTE to access any information available to assess your request, and also gives KOMMUTE permission to subject your information to our robust credit scoring engine to ascertain your credit worthiness.

4.6 KOMMUTE reserves the right to request for further information from you pertaining to your application for KOMMUTE services or products. Failure to provide such information within the time required by KOMMUTE may result in KOMMUTE 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 of each product.

5. FEES, CHARGES AND TAXES

5.1 You hereby agree to pay all fees, commissions, costs and other charges payable in connection with your use of our system and/or incurred by KOMMUTE 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 KOMMUTE 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 KOMMUTE an additional amount equal to the payment multiplied by the appropriate rate of tax.

6. BORROWER'S EQUIPMENT AND BORROWER'S 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. KOMMUTE shall neither be responsible for any errors or failures caused by any malfunction of your equipment, and nor shall KOMMUTE 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 KOMMUTE 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. KOMMUTE 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 KOMMUTE through the Call Centre through <CONTACT> in the event that you have reason to believe that your equipment has been used to complete a transaction fraudulently without your authorization however KOMMUTE shall not be liable for the said unauthorised infringement.

7. EXCLUSION OF LIABILITY

7.1 KOMMUTE 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 KOMMUTE'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 KOMMUTE 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 KOMMUTE 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 KOMMUTE provides to you through the system or otherwise are vested in KOMMUTE. 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 KOMMUTE.

9. YOUR REQUESTS

- 9.1 All requests received from your equipment will be presumed to be executed by you.
- 9.2 You hereby irrevocably authorize KOMMUTE to act on all requests received by KOMMUTE from you through the system and to hold you liable in respect thereof.
- 9.3 KOMMUTE 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, KOMMUTE believes that it can correct the incomplete or ambiguous information in the request without any reference to you being necessary;
- 9.4 KOMMUTE 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 KOMMUTE may act if KOMMUTE has in good faith acted in the belief that such instructions have been sent by you.
- 9.5 KOMMUTE 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 KOMMUTE against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to KOMMUTE 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 KOMMUTE shall not be liable for any transaction, any activity or any incident on your equipment whether or not occasioned by your negligence.
- 9.8 KOMMUTE 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 KOMMUTE from you and these Terms and Conditions, these Terms and Conditions shall prevail.

10. CF REFINANCE

10.1 The Loan

- 10.1.1 An existing pre-qualified CF loan can be refinanced only once, if a client needs a second refinancing then the request should be channelled through the nearest Kommute branch or call centre via telephone number <CONTACT>.
- 10.1.2 Only prequalified clients are eligible to apply for the CF refinance loan.

10.1.3 KOMMUTE reserves the right to amend the initial notice with the Registrar of Security Rights to capture the CF Refinance loan amount advanced.

10.1.4 The applicable interest and the loan origination costs have been provided on the loan form.

10.2 Charges

10.2.1 An approved CF loan will attract the following loan origination costs:

10.2.1.1 Processing fees of Kshs 1,000 paid upfront.

10.2.1.3 Credit life cover fees at 0.37% of the total loan amount for loan terms between 3-12 months, 0.5% of the total loan amount for loan terms above 12 months.

10.2.1.4 The total loan amount is the loan amount plus full term interest and other chargers like roll over fees (where applicable) applied for.

10.2.1.5 Tracking Fees of Kes 20,000 paid upfront. Annual fee is renewed as per loan duration.

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 pre- payment.

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 KOMMUTE for each dishonored cheque/instrument shall be recovered from the Borrower.

10.4.4 Consequently, KOMMUTE 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, KOMMUTE 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 Cause the motor vehicle to be and remain registered jointly with KOMMUTE during the duration of the loan and to deposit the Log Book relating to the motor vehicle

together with a separate signed but undated Transfer of Ownership Form in respect of the motor vehicle with Kommute.

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. KOMMUTE 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 KOMMUTE 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 KOMMUTE under this agreement.

10.5.1.4 To renew the Insurance Policy 7 days before expiry thereof. Failure to which KOMMUTE 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 Kenya.

10.5.1.7 Where you intend to take the said motor vehicle out of the Republic of Kenya, you will be required to notify KOMMUTE in writing through our email Kommute@kmm.co.ke and you will further be required to obtain a COMESA Yellow Card Insurance Cover at your own cost.

10.5.1.8 Punctually pay all licenses, duties, fees, and registration charges as and when they fall due.

10.5.1.9 Endorse KOMMUTE as the principal beneficiary of any dues arising from an insurance claim relating to the motor vehicle used as security.

10.5.1.10 You should ensure that the tracking device of the motor vehicle used as security is not tampered with/and or damaged and:

10.5.1.10.11 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 KOMMUTE of the specific dates, and arrange to have the said Motor Vehicle to be held at an approved yard.

10.5.1.10.12 Should the tracking device develop a technical fault within the course of this loan agreement, KOMMUTE and the tracking company service provider will contact you. It's your responsibility to cooperate with KOMMUTE and the service provider to ensure that the vehicle is submitted to the service provider for issue resolution, and restoration of the transmission signal to normal status. In the event that you fail to cooperate, KOMMUTE will institute repossession procedures of the subject motor vehicle after 24 hours from notification, for storage at a designated yard, at your cost.

10.5.1.11 Upon full payment of the loan and related charges KOMMUTE shall return the title documents of the security asset provided by you and exit the joint ownership of the same with you.

10.5.1.12 This agreement is governed by all the terms and conditions of the Movable Property Security Rights Act No. 13 Laws of Kenya.

10.5.1.13 KOMMUTE 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 Cheques

10.6.1 In the case of post-dated cheques, you must within 7 days submit new cheques as per the new loan schedule, failure to which KOMMUTE will continue banking the cheques and/or effect the existing Direct Debit instruction in our custody.

10.6.2 In case of default, the normal collections process as per the terms and conditions of the CF loan shall apply.

10.7 Disbursement

10.7.1 Disbursement will be done via bank transfer up to a maximum amount of Kes 2,000,000, to respective dealer once terms are accepted.

10.8 Additional terms and conditions

10.9 The terms and conditions under which the original loan was approved will apply to any new CF refinance loan, in addition to the new terms which are specific to the refinanced CF 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 KES 2,000,000 -which they can apply for, this amount shall be determined during credit analysis.

10.10 The security asset

10.10.1 The existing security shall be used as a continuing security for any CF refinance loan.

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

10.11 Refinance Criteria in respect of multiple pre-existing loans

10.11.1 Where the Borrower has more than one pre-existing CF loans/facility, the Borrower can refinance any qualifying loan/facility.

11 KOMMUTE'S DATA PROTECTION POLICY

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

11.10 It is hereby understood and agreed that by signing this contract the Borrower:

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

11.10.2 consents to KOMMUTE processing the data as per its internal company policy;

11.10.3 has given consent to KOMMUTE 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 KOMMUTE's regulations and procedures;

11.10.4 KOMMUTE is at liberty to exercise its rights as a data subject and as is provided by the Data Protection Act of 2019, Laws of Kenya;

11.3 KOMMUTE undertakes to ensuring the personal data provided by the Borrower is processed in accordance with the Data Protection Act, Laws of Kenya.

11.4 For queries and more information on our Data Protection Policy, the Borrower may contact our Data Protection personnel at <email>.

11.5 Kindly access our website on <Website> to view our Data Privacy Statement.

12 DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

12.1 You may contact the Call Centre through <contact> 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 emails on <email>.

12.3 Any dispute arising out of or in connection with this agreement that is not resolved by KOMMUTE shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the provisions of the Arbitration Act.

12.4 The parties hereby agree that the Arbitrator shall have power, inter alia, to:

12.4.1 Consolidate proceedings and have concurrent headings;

12.4.2 Award security for costs and order the preservation of evidence;

12.4.3 Make provisional awards;

12.4.4 Act in default of the parties;

12.4.5 Apply the law determined by the conflict of laws rules which it considers applicable

12.5 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding on upon the parties hereto.