

TERMS AND CONDITIONS FOR THE OPENING AND USE OF LOAN FROM PHONE OF LOLC FINANCE PLC VIA MOBITEL MCASH WALLET

1. THE AGREEMENT

- 1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to Digital Loan (as hereinafter defined) requested by you (as hereinafter defined) from LFP (as hereinafter defined) via Mobitel mCash wallet (as hereinafter defined) using USSD Service (as hereinafter defined).
- 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 (save where the context requires otherwise) bear the following meanings:
 - 2.1.1. "CRIB" means the Credit Information Bureau of Sri Lanka
 - 2.1.2. "Customer" means the person in whose name the mCash Account has created with Mobitel;
 - 2.1.3. "Customer Care Centre" means Customer Care Call Centre of LFP and/or Mobitel such other method as may be notified to the Customer by LFP or Mobitel from time to time.
 - 2.1.4. "Digital Loan" is a mobile based small value loan provided by LFP to mCash customers via their mCash wallet using USSD Service for their personal consumption purpose.
 - 2.1.5. "Equipment" includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the USSD Service and Network;
 - 2.1.6. "LFP" means LOLC Finance PLC, a Company incorporated under the Companies Act No.07 of 2007, bearing Registration No. PB 244 PQ and having its registered office at No. 100/1, Sri Jayewardenepura Mawatha, Rajagiriya, Sri Lanka and shall include its subsidiaries, affiliates, successors and permitted assigns;
 - 2.1.7. "Mater Loan Agreement" means the loan agreement entered between the Customer and LFP
 - 2.1.8. "mCash" means the electronic cash created in mCash System to execute mCash transactions;
 - 2.1.9. "mCash Account" means an individual non-interest bearing digital account created and maintained in the mCash System by Mobitel for each mCash Customer or mCash Merchant or Mobitel to execute mCash transactions;
 - 2.1.10. "mCash Service/mCash Wallet" shall mean the mobile payment service provided by Mobitel which allows to execute and/or perform mCash transactions.
 - 2.1.11. "mCash Subscriber" means any person registered to use the mCash service to send or receive money or make payments;
 - 2.1.12. "Menu" means the Digital Loan Menu on the mCash wallet;
 - 2.1.13. "Mobitel" means Mobitel (Private) Limited, a Company incorporated under the Companies Act No.07 of 2007, bearing Registration No. PV 9498 and having its registered office at No.108, W.A.D. Ramanayake Mawatha, Colombo 02, Sri Lanka and shall include its subsidiaries, affiliates, successors and permitted assigns;
 - 2.1.14. "Personal Information" means data relating to the Subscriber provided to Mobitel by the Subscriber or such data generated, collected, used, processed and stored by Mobitel about the Subscriber including but not limited, call data records, location data, billing records, settlement history, mCash transaction details, related meta data shared with LFP by Mobitel.
 - 2.1.15. "Request" means a request or instruction received by LFP or Mobitel from you; or purportedly from you through the USSD service and the mCash service and upon which LFP or Mobitel are authorized to act;
 - 2.1.16. "Service" shall include obtaining loan facility from LFP via Mobitel mCash wallet using USSD service;
 - 2.1.17. "SIM Card" means the Subscriber Identity Module which issued by Mobitel;
 - 2.1.18. "SMS" means a Short Message Service consisting of a text message transmitted from one mobile phone to another;
 - 2.1.19. "System" means electronic communications software enabling the Customer to communicate with LFP and Mobitel for purposes of the Service. The System and the Services will for the purpose of this Agreement be accessed mCash Service;

- 2.1.20. "Transaction Fees" includes the Facility Fee (as defined at clause 5.2.6), and any other fees and charges payable for the use of the Service. Transaction Fees are subject to change at any time at LFP's sole discretion;
- 2.1.21. "USSD Service" means the "Unstructured Supplementary Service Data" service set up and maintained by Mobitel;
- 2.1.22. "We," "our," and "us," means LFP and includes the successors and assigns of LFP;
- 2.1.23. "You" or "your" means the Customer and his/her/their respective heirs, executors and administrators/ its successors and assigns
- 2.2. The word "Customer" shall include both the masculine and the feminine gender as well as juristic persons;
- 2.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4. 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 requesting a Digital Loan from LFP via mCash wallet you should carefully read and understand these Terms and Conditions which will govern the use and operation of the Digital Loan facility along with the Mater Loan Agreement
- 3.2. If you do not agree with these Terms and Conditions, please click "Exit" on the Digital Loan Menu.
- 3.3. Upon selecting the "Accept option on the Digital Loan Menu; you will be deemed to have read, understood and accepted these Terms and Conditions.
- 3.4. By requesting a Digital Loan via your mCash wallet, you agree to comply with and be bound by these Terms and Conditions for the time being and from time to time in force governing the operation of the Digital Loan and you affirm that the Mater Loan Agreement and these Terms and Conditions are without prejudice to any right that LFP may have with respect to the operation of Digital Loan Service in law or otherwise.
- 3.5. These Terms and Conditions may be amended or varied by LFP from time to time and the continued use of your Digital Loan constitutes your agreement to be bound by the terms of any such amendment or variation.
- 3.6. You acknowledge and accept that LFP offers the Digital Loan Service only electronically and you agree to operate Digital Loan only by electronic means via the Digital Loan Menu on mCash Wallet.
- 3.7. Any query and complaint you may have relating to the Service shall be addressed to LFP through the Customer Care Centre. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the Services pertaining to Digital Loan at any branch or branches of LFP or Mobitel unless otherwise advised by LFP in its sole discretion.

4. DIGITAL LOAN

- 4.1. In order to obtain a Loan facility via Digital Loan, you must be at least 18 years old and a registered and active Mobitel mCash Subscriber. LFP reserves the right to verify with Mobitel the authenticity and status of your mCash Wallet.
- 4.2. You may request the loan solely using USSD Service in your Equipment via the Digital Loan option on the mCash Menu.
- 4.3. You hereby agree and authorize LFP to request Mobitel for your personal information held by Mobitel pursuant to the agreement between you and Mobitel for the provision of including your phone number, name, date of birth, ID or Passport Number and such other information that will enable LFP to identify you and comply with the regulatory "Know Your Customer" requirements. You also hereby agree and authorize LFP to request Mobitel for information relating to your usage of Mobitel and mCash as LFP shall require for purposes of providing you the Services. You hereby consent to the disclosure of these Information by Mobitel to LFP and to the aforesaid use of Information by LFP.
- 4.4. You hereby agree and authorize LFP to disclose any such Information to the regulators, institutes or Government of Sri Lanka upon request.
- 4.5. LFP reserves the right to request for further information from you pertaining to your application for a Digital Loan at any time. Failure to provide such information within the time required by LFP may result in LFP declining to accept your request.
- 4.6. Acceptance by LFP of your request for a Digital Loan shall be communicated via a SMS to your Mobile Phone Number associated with your mCash Wallet and you are required to visit the nearest LFP branch to sign the Loan Application and Master Loan Agreement. Failure to sign the documents within the time required by LFP may result in LFP declining to accept your request.

- 4.7. LFP reserves the right to decline your loan application for Digital Loan or to revoke the same at any stage at LFP's sole discretion and without assigning any reason or giving any notice thereto.

5. TYPES OF LOANS & REPAYMENT

- 5.1. LFP, depending on your credit appraisal will recommend an eligible loan amount which shall not at any one time exceed a sum of Rupees Twenty-Five Thousand (Rs. 25,000/-) of lawful money of Sri Lanka to you and you shall request a loan amount via mCash menu within your limit.
- 5.2. Types of loan
- 5.2.1. One Month: to be paid within one month from the date of the disbursement
- 5.2.2. Six Months: to be paid within six months from the date of the disbursement in equal monthly instalments.
- 5.3. LFP will display the repayment schedule, due date and loan instalment on the USSD screen and you are expected to accept the same along with this Terms and Conditions.
- 5.4. Subsequent to signing the loan application and the Master Loan Agreement, and upon LFP approving your loan the proceeds of the Loan shall be credited to your mCash Wallet subject to any deductions on account of applicable Transaction Fees.
- 5.5. You shall repay the Loan within the agreed time period together with the interest you have agreed upon.
- 5.6. You shall make all payments due from you to LFP in respect of the Loan and Transaction Fees, via mobitel mCash Wallet unless otherwise agreed by LFP in its discretion.
- 5.7. You may request a fresh loan through mobitel mCash Wallet subsequently upon settling the existing loan and you hereby accept that requests you made via mCash Wallets shall form part and parcel of the Master Loan Agreement shall be binding on you at all times.
- 5.8. In the event that you do not repay the Loan within the stipulated time there shall be a penalty fee ("Penalty Fee") and you hereby authorize mobitel to automatically recover repayments/defaulting repayments from your mCash Wallet
- 5.9. LFP shall be entitled to terminate this Agreement and close your Digital Loan account without prejudice to any of its rights accruing hereunder if you fail to repay the Loan thereon within stipulated time.
- 5.10. LFP shall be entitled to hold your funds in your any savings Accounts, fixed deposits or any other account which are held in LFP as a security for any amounts outstanding and due from you to LFP in respect of your Digital Loan Account. You hereby agree and confirm that LFP is entitled in its discretion to prevent or restrict you from withdrawing in whole or in part the funds in your aforementioned Accounts for so long as and to the extent of the amount outstanding in respect of your Digital Loan Account without LFP giving any notice to you and/or without incurring any liability to you whatsoever in that connection.
- 5.11. LFP reserves the right to vary the terms of the Loan including the fees payable thereon from time to time having regard to the prevailing rules and regulations of the Central Bank of Sri Lanka and the policies of LFP.
- 5.12. You hereby expressly consent and authorize LFP to disclose, respond, advise exchange and communicate the details or information pertaining to your Digital Loan Facility to any governmental regulatory body.

6. FEES

- 6.1. You hereby agree to pay all Transaction Fees payable in connection with your use of the Services.
- 6.2. You shall pay to LFP and LFP is entitled deduct (without reference to you):
- 6.2.1. any Transaction Fees payable in respect of the Services;
- 6.2.2. any legal charges in connection with your Digital Loan Account and your dealings with LFP or incurred by LFP in any legal or other proceedings arising out of any dealings in respect of your Digital Loan; and
- 6.2.3. all other fees, expenses and taxes, duties, impositions and expenses incurred in complying with your Loan facility.
- 6.3. You hereby agree to pay costs charges and expenses incurred by LFP in obtaining or attempting to obtain payment of any loan owed under your Digital Loan facility.

7. STATEMENTS AND DIGITAL COMMUNICATIONS

Account statements and system generated details of your loan requests issued in respect of your Digital Loan Account shall be conclusive evidence of the transactions carried out on your Digital Loan Account for the period covered in the Statement of Account. You hereby specifically agree that, communications made via USSD service, Short Message Service and any form of digital communications shall be binding on you and shall be conclusive evidence of the communications carried out on your Digital Loan Account.

8. CUSTOMER'S EQUIPMENT AND CUSTOMER'S RESPONSIBILITIES

- 8.1. You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the System and the Services.
- 8.2. You shall be responsible for ensuring the proper performance of your Equipment. LFP shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall LFP be responsible for any problems that may be associated with the use of the System, the Services and the Equipment.
- 8.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by LFP or mobitel concerning the use of the System and Services.
- 8.4. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your PIN secret and secure. You shall ensure that your PIN does not become known or come into possession of any unauthorized person. LFP shall not be liable for any disclosure of your PIN to any third party and you hereby agree to indemnify and hold LFP harmless from any losses resulting from any PIN disclosure.
- 8.5. You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from LFP are examined and checked by you as soon as practicable and inform mobitel any unauthorized usage.
- 8.6. You shall at all times follow the security procedures notified to you by mobitel and LFP from time to time or such other procedures as may be applicable to the Services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your Digital Loan's confidentiality. In particular, you shall ensure that the Services are not used or Requests and are not issued or the relevant functions are not performed by anyone other than you.
- 8.7. You shall not at any time operate or use the Services in any manner that may be prejudicial to LFP.

9. EXCLUSION OF LIABILITY

- 9.1. LFP shall not be responsible for any losses suffered by you, should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within LFP's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, equipment failure and failure of any public or private telecommunications system.
- 9.2. LFP will not be liable for any losses or damage suffered by you as a result of or in connection with:
 - 9.2.1. failure, malfunction, interruption or unavailability of the System, your Equipment, the Network,
 - 9.2.2. your failure to give proper or complete instructions for payments or transfers relating to your Digital Loan facility;
 - 9.2.3. any fraudulent or illegal use of the Services, the System and/or your Equipment; or
 - 9.2.4. Your failure to comply with these Terms and Conditions and any document or information provided by LFP concerning the use of the System and the Services.
- 9.3. If for any reason other than a reason mentioned in subparagraphs 9.1 or 9.2, the Services are interfered with or unavailable, LFP's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.
- 9.4. Under no circumstances shall LFP be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to LFP.
- 9.5. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that LFP provides to you through the System or otherwise are vested either in LFP or in other persons from whom LFP has a right to use and to sub-license the System and/or the said documentation. 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 LFP.

11. INDEMNITY

- 11.1. In consideration of LFP complying with your instructions or Requests in relation the Digital Loan Account, you undertake to indemnify LFP and mobitel and hold harmless against any loss, charge, damages, expenses, fees or claims which LFP or mobitel suffers or incurs or sustains thereby and you absolve LFP and mobitel from all liability for loss or damage which you may sustain from LFP or mobitel acting on your instructions or requests or in accordance with these Terms and Conditions.
- 11.2. The indemnity in clause 11.1 shall also cover the following:
- 11.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against LFP or mobitel which they may suffer or incur arising from acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond LFP's or Mobitel's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by LFP.
- 11.2.2. Any unauthorized access to your Digital Loan or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.
- 11.2.3. Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or any loss which may be incurred by LFP as a consequence of any breach by these Terms and Conditions.

12. VARIATION AND TERMINATION OF RELATIONSHIP

- 12.1. LFP may at any time, upon notice to you, terminate or vary its business relationship with you and close your Digital Loan and in particular but without prejudice to the generality of the foregoing LFP may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as LFP may determine.
- 12.2. Without prejudice to LFP rights under clause 12.1, LFP may at its sole discretion suspend or close your Digital Loan Account:
- 12.2.1. if you use the Digital Loan for unauthorized purposes or where LFP detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;
- 12.2.2. if your mCash Wallet or agreement with Mobitel is terminated for whatever reason;
- 12.2.3. if LFP is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
- 12.2.4. if LFP reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any Loan amount due from you where applicable);
- 12.2.5. where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;
- 12.2.6. to facilitate update or upgrade the contents or functionality of the Services from time to time;
- 12.2.7. where you remain inactive for any period of time determined by LFP in its reasonable discretion;
- or
- 12.2.8. If LFP decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.
- 12.2.9. You may close your Digital Loan Account at any time. such termination shall however not affect any accrued rights and liabilities of either party.

13. DISCLOSURE OF INFORMATION

- 13.1. You hereby expressly consent and authorize LFP to disclose receive record or utilize your personal information or information or data relating to your Digital Loan and any details of your use of the Services:
- 13.1.1. to and from any competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;
- 13.1.2. to and from LFP's service providers, dealers, agents or any other company that may be or become LFP's subsidiary or holding company for reasonable commercial purposes relating to the Services;
- 13.1.3. to LFP's representatives, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;
- 13.1.4. to mobitel in connection with the Service and the Services;
- 13.1.5. for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and

- 13.1.6. in business practices including but not limited to quality control, training and ensuring effective systems operation.

14. MISCELLANEOUS

- 14.1. These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.
- 14.2. This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.
- 14.3. LFP may vary or amend at any time and without notice to you these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or pamphlets available at LFP and/or Mobitel outlets, on LFP and/or Mobitel's website and/or by any other means as determined by LFP and any such variations and amendments shall take effect immediately upon publication.
- 14.4. No failure or delay by either yourself or LFP in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 14.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 14.6. If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.
- 14.7. Any addition or alteration to these Terms and Conditions may be made from time to time by LFP and of which notice has been given to you by way of publication as provided in subparagraph 14.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

15. NOTICES

- 15.1. LFP may send information concerning the Digital Loan via SMS to the Mobitel Mobile Phone number associated with your mCash Wallet.
- 15.2. You acknowledge that you have no claim against LFP for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the Digital Loan.

16. JURISDICTION

- 16.1. You may contact the Customer Care Center to report any disputes, claims in relation to Digital Loan.
- 16.2. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to a competent court.
- 16.3. This Agreement shall be governed by and construed in accordance with the laws of the Sri Lanka