



# Product Financing Terms and Conditions

The following product financing terms and conditions (hereinafter referred to as the “Financing Terms” as updated from time to time) are applicable to all M-KOPA Products. These Financing Terms as well as the M-KOPA Customer Privacy Policy (the “Privacy Policy” as updated from time to time) are explicitly incorporated into the Customer Application & Agreement (the “Agreement”). The Customer (“You”) should therefore read the below Financing Terms together with your Agreement and the Privacy Policy. Acceptance of the Agreement shall constitute acceptance of these Financing Terms and the Privacy Policy. Should you have any questions about their interpretation or meaning, contact M-KOPA Customer Services Center.

At M-KOPA we take the privacy of our customers and their data very seriously.

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## 1. DEFINITIONS

1.1. These Financing Terms use certain capitalised terms that are also used in your Agreement. Any capitalised terms that are used in these Financing Terms and not otherwise defined have the same meaning as in the Agreement. For example, terms such as Product, Down Payment, Daily Credit Fee and Total Purchase Price have the same meaning when they are used in these Financing Terms and in your Agreement. These Financing Terms also have the following additional defined terms:

1.1.1. “Account” means the M-KOPA customer account used for purposes of receiving payment of your Down Payment and Daily Credit Fees.

1.1.2. “Additional Product” means any follow-on or upgrade product that is purchased by you.

1.1.3. “Gateway Product” means the Product initially purchased by you which may control one or more Additional Products.

## 2. PAY THE CREDIT FEE

You agree to pay the Daily Credit Fee on a daily, weekly or monthly basis (or in advance at your choosing) and you agree that the Daily Credit Fee shall be applied toward your M-KOPA loan, until you have paid the Total Purchase Price within the maximum payment period as set out in the Agreement. Further, you agree that your Daily Credit Fee may change if you purchase Additional Products.

## 3. MODE OF PAYMENT

The Down Payment and all Credit Fee payments (whether made daily, weekly, monthly or in total upfront) towards purchase of the Product and/or any Additional Product shall be made through:

**In Kenya-** M-PESA Pay Bill Number **333222**. **In Uganda-** For MTN: Dial **\*165#**. For Airtel: Dial **\*185\*44#**

**In Nigeria-** Authorized direct debit to M-KOPA.

No payments by cash will be accepted by M-KOPA nor should they be made under any circumstances for the purchase of any Product or the payment of the Daily Credit Fee. Please inform M-KOPA Customer Services immediately if requested to make any cash payment.

Further, you understand that M-KOPA is providing financing for the Product. You agree and understand that a portion of the Credit Fee and the Total Purchase Price consists of costs related to the Product and costs for providing financing for the Product. You understand that you may contact M-KOPA in order to get a breakdown of these separate costs.

#### **4. EARLY PAYMENT DISCOUNT AND OVERDUE INTEREST AMOUNT (WHERE APPLICABLE)**

You understand that for every month you pay for your Product early, you will be entitled to a rebate ("Early Payment Discount") in the monthly amount set forth in the Agreement. You further understand that for every month you are late on paying for your Product, you may be subject to an interest charge on overdue payments in the monthly amount set forth in the Agreement (the "Overdue Interest Amount"). You understand that references to Total Purchase Price means the Total Purchase Price as adjusted by the Early Payment Discount or the Overdue Interest Amount, as applicable in your Agreement.

#### **5. PROMOTIONS/OFFERS**

You may be identified by M-KOPA as eligible for various promotions and offers (including but not limited to airtime and data bundles). You will receive an SMS or WhatsApp notification informing you of the available promotions and the applicable terms and conditions. Those terms and conditions will be supplemental and subject to this Credit Agreement. M-KOPA reserves the right to amend or vary the terms and conditions relating to such promotions/ offers.

#### **6. PRODUCT DEACTIVATION AND CREDIT REPORTING**

If you fail to keep current on your Credit Fee payments, M-KOPA may deactivate your Product until you become current again in your Credit Fee payments. This could require the payment of more than one Credit Fee payment in order to unblock your Account. If you purchase an Additional Product and fail to keep current on the Credit Fee payment for such Additional Product, M-KOPA may deactivate your Additional Product and the original Product (even if you have paid the Total Purchase Price for your original Product) until you become current again in your Credit Fee payments. This could require the payment of more than one Credit Fee payment in order to unblock your Account.

In addition, if you fail to keep current on the Credit Fee payments for the Product, your credit history may be reported to a credit reference bureau until you become current in your Credit Fee payments.

#### **7. M-KOPA ADMINISTRATIVE RIGHTS OVER YOUR PRODUCT**

You understand that M-KOPA shall have certain administration rights over your Product which will allow M-KOPA to restrict usage of and potentially disable the Product if your Credit Fee is not paid or your Account is otherwise in arrears. Further, you understand that these administration rights may be reactivated even if you have paid off the Total Purchase Price for the Product in the event that you purchase Additional Products or services from M-KOPA.

You agree not to attempt to alter the administration rights granted to M-KOPA on the Product and any attempt to do so could void the warranty of the Product and violate the intellectual property rights of M-KOPA and the relevant Product manufacturer.

#### **8. INTENDED USE ONLY**

All Products shall be used solely in accordance with the instructions provided in the relevant Product instruction manuals and Product end-user license agreements (where applicable). Further, your Product must be maintained in proper repair and working condition and you agree that if you contravene any of the instructions provided in the Product manuals, it will result in the forfeiture of the warranty of the Product.

#### **9. PRODUCT ALTERATION**

You MUST not tamper (including but not limited to altering or removing the Product serial number or other Product identification marks), open, alter the administration rights, reverse engineer, misappropriate or modify and/or use the Product(s) in any other way not authorised by M-KOPA or aid any third party to do the same. Any contravention of this condition will result in forfeiture of the Product warranty, void any right to a refund and result in a fundamental breach of the Agreement. For avoidance of doubt any tampering and /or modification of the GSM communication module in the Product(s) shall constitute willful destruction of M-KOPA's property and may result in criminal charges and such other civil actions being brought against any person, whether you or a third party, found to have tampered and/or modified the Product(s) regardless of whether the Total Purchase Price of the Product has been paid.

#### **10. CONTACT INFORMATION**

You consent that M-KOPA will send electronic communications to the contact details provided in the Agreement. You are solely responsible for the accuracy of such information and must ensure that all contact information provided to M-KOPA is complete and accurate in order to allow M-KOPA to contact you or the Alternative Contact Person during reasonable hours regarding your M-KOPA account. You agree to inform M-KOPA of any changes to the contact information during the term of the Agreement.

#### **11. LOST, STOLEN OR DAMAGED PRODUCTS**

You agree that even if your Product gets lost or damaged out-of-warranty, that you will be responsible to pay the Credit Fee and the Total Purchase Price for your Product.

## 12. OWNERSHIP OF THE PRODUCT

You understand that you take ownership of the Product at purchase but that M-KOPA retains ownership of any and all intellectual property that is used to run the Product and the data generated therefrom, in both cases even after the Total Purchase Price is paid.

## 13. NO ENCUMBRANCES ON THE PRODUCT

You warrant and undertake not to sell and to keep the Product exempt from the claim of any other party or from legal attachment, and shall not alienate, pledge, assign or charge the Product or create any other encumbrance whatsoever nor allow any lien to arise thereon until the Total Purchase Price is paid.

## 14. ASSIGNMENT

You agree that you will not transfer or assign any rights or obligations under the Agreement without the prior written consent of M-KOPA. M-KOPA has the right to transfer or assign the Agreement or any right or obligation under the Agreement at any time and by the execution of the Agreement, you consent to such assignment by M-KOPA of any rights or obligations therein, provided that such transfer does not alter my rights and obligations under the Agreement to your detriment.

## 15. INSPECTION BY M-KOPA

You grant to M-KOPA, its employees or agents all reasonable facilities and opportunity for the inspection of the Product including but not limited to with respect to any repair services or to investigate any unauthorised uses of the Product during the term of the Agreement.

## 16. RETURN OF PRODUCT

You understand that you may return your Product if it is in good working condition to M-KOPA's registered offices, retail stores or qualified dealers at any time and the remainder of your loan may be discharged. Further, M-KOPA may refund any Down Payment for any Product that is approved for refund and returned in good working order to M-KOPA retail stores, service centers or qualified dealers as follows:

	Days since Activation	Rule
KENYA	0 - 30 days	100% of the initial deposit
	31 - 90 days	50% of the initial deposit
	91 days	0%
	Days since Activation	Rule
UGANDA	0 - 30 days	60% of the initial deposit
	31 - 90 days	40% of the initial deposit
	91 days	20% of the initial deposit

## 17. WARRANTIES

M-KOPA will repair or replace a Product, in accordance with the warranty terms provided by the Product manufacturer. The warranty is valid only if the Product is used as instructed and is not tampered, opened, modified and/or used in other ways not authorised by M-KOPA. The warranty period is as set out in the instruction manual for the relevant Product. M-KOPA reserves the right to accept any Product that is returned under warranty. Approval from M-KOPA's customer service is required before a Product can be returned to an M-KOPA service center or shop for repair or replacement. Once approval has been obtained, you should return your faulty Product to the nearest M-KOPA shop or authorized service center for repairs or replacement.

## 18. M-KOPA RESPONSIBILITIES

### 1. Inform of Approval

M-KOPA will communicate to you its approval or disapproval of the Agreement by SMS, email or phone call within 7 days of receiving the Agreement.

### 2. Activate the Product

M-KOPA will ensure the Product is activated once the Down Payment is received and, thereafter, whenever your M-KOPA Account has a positive credit balance. M-KOPA shall not accept responsibility if a Product does not receive credit due to third party system or network outages which result in a failure for a device to receive credits.

### 3. End Billing when Total Purchase Price is Paid

M-KOPA will complete billing for the Product and end further Credit Fee requirements once the Total Purchase Price of the Product is paid. M-KOPA reserves the right to reactivate and maintain the module and billing for any Additional Products that you may purchase.

#### 4. Protect Data

M-KOPA agrees to protect your data in accordance with the prevailing data protection and consumer protection laws unless required to disclose such information by law or in accordance with these Financing Terms and the Privacy Policy.

#### 5. Ownership of Carbon Credits

M-KOPA shall have absolute and sole ownership of the carbon credits obtained from the usage of the Product.

#### 6. Installation for Solar Products

M-KOPA shall train its agents on how to install the solar Products and shall certify that the solar Products are in good working condition upon installation with confirmation by you. Where you choose to install the solar Product on your own without the assistance of an M-KOPA certified installer, you shall be liable for any negligent handling which leads to the failure of the solar Product to perform as expected. This includes any damage or breakage suffered in the course of installation.

#### 7. Contact

Any questions, complaints, claims or other communications relating to these Financing Terms should be directed to [customerservice@m-kopa.com](mailto:customerservice@m-kopa.com)

#### 8. General Provisions

No waiver of these Financing Terms by M-KOPA will be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of M-KOPA to assert a right or provision under these Financing Terms will not constitute a waiver of such right or provision. If any provision of these Financing Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be modified to reflect the M-KOPA's and your intention or eliminated to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

This Agreement will be governed and construed in accordance with the applicable laws of your jurisdiction. For avoidance of doubt, any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with:

- **Kenya-** the laws of Kenya and the courts of Kenya shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with any such credit or its subject matter or formation (including non-contractual disputes or claims).
- **Uganda-** the laws of Uganda and the courts of Uganda shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with any such credit or its subject matter or formation (including non-contractual disputes or claims).
- **Nigeria-** the laws of Federal State of Nigeria and the courts of Nigeria shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with any such credit or its subject matter or formation (including non-contractual disputes or claims).