

STEMTIDE CREDIT LIMITED

TERMS AND CONDITIONS

The following are the terms and conditions that apply to Stemtide Credit Limited Loan Service (the “Service”) and by clicking accept and utilizing this service you will be deemed to have read, understood and accepted the same.

USE OF SERVICE

1. The Service allows all new and existing Stemtide Credit Customers to apply for a Loan Service (as explained in Clause 2 hereof).
2. The Service can only be utilized by persons over the age of eighteen (18). Stemtide Credit reserves the right to verify the authenticity and status of your Mobile Money Account with the relevant Mobile Money Provider.
3. Our Acceptance of your Loan Application will be displayed on the Stemtide Credit Website User Portal. You hereby acknowledge and accept that the acceptance by us of any Loan Application does not create any contractual relationship between you and us beyond the terms and conditions of this Agreement.
4. We reserve the right to decline a Loan Application or to revoke the same at any stage at our sole and absolute discretion and without assigning any reason or giving any notice thereto.

REPRESENTATIONS

1.0. You represent, on your own behalf, that:

- 1.1. You are a natural person, of at least eighteen (18) years of age, with legal capacity, and you appear on your own behalf to enter into this Agreement with Us.
- 1.2. Before entering into this Agreement, you have read and understood the provisions herein and you agree to comply with the provisions contained in this Agreement.
- 1.3. By clicking the “Accept” button within the Stemtide Credit Website, you agree that you have read, and agree to comply with the terms and conditions of this Agreement, the Privacy Policy and the Privacy Notice, including and without limitation to the terms, rate and repayment schedule of the loan set forth on the Cover Page at the time you accept the Loan offered to you.
- 1.4. You further represent that all documents related to this Agreement and any Loan were available to your review through the Stemtide Credit Website.
- 1.5. All information and documents provided by you to Stemtide Credit through the Loan Application on the Stemtide Credit website are true, complete, accurate and correct.
- 1.6. By accepting this agreement, you consent to us collecting and using technical information about your equipment and use of the Stemtide Credit Website and any

- other related software, hardware and peripherals for services that are internet-based or wireless to improve our products and to provide any services to you.
- 1.7. You will use the proceeds of any Loan offered to you by Stemtide Credit, lawfully and for lawful activities and purposes.
 - 1.8. You agree that any loan shall be disbursed to the number you have registered with Stemtide Credit in accordance with the Terms and Conditions of this Agreement.
 - 1.9. You will provide information to enable us to verify your identity which is necessary to fulfil our due diligence obligations for the disbursement of any loan. Such information shall be processed in accordance with our Privacy Policy and Privacy Notice.
 - 1.10. You acknowledge that Stemtide Credit, through the Stemtide Credit User Portal, each Cover Page and this Agreement, has disclosed to you the definitive terms and conditions of any Loan granted hereunder, as well as the applicable charges and Additional Expenses contained in this Agreement, to which you express your acceptance by means of clicking the “Accept” button within the Stemtide Credit Website and User Portal.

THIS Agreement is BETWEEN the **Customer** and **Stemtide Credit Limited** (“Stemtide Credit”), which provides the Stemtide Credit Website and User Portal in Kenya. In consideration of you agreeing to abide by the terms of this Agreement, Stemtide Credit intends to grant you one or more loans in accordance with the provisions of this Agreement.

CLAUSES

1. DEFINITIONS

For the purposes of this Agreement, the following terms, whether used in the singular or plural, in the upper or lower case, or in masculine or feminine, shall have the following meanings:

“**Additional Expenses**” means with respect to any loan, any benefits, ancillary expenses, interest charges, fees and/or other expenses incurred by Stemtide Credit related to such Loan.

“**Applicable Data Protection Regulation**” means any law, statute, rule or regulation issued by a government authority in relation to data protection and applicable to Stemtide Credit by virtue of its operations and activities, including but not limited to the Kenya Data Protection Act, 2019 and the related implementing regulations.

“**Cover Page**” means, with respect to any loan, the document attached hereto that describes the specific terms, conditions and characteristics of such loan or, if such document is not available with respect to any loan, the “Loan Summary” page set forth in the Stemtide Credit Website at

the time you click the “Accept” button within the Stemtide Credit Website with respect to such loan.

“**Credentials**” means the Customer’s unique authentication details on the Stemtide Credit Website and User Portal.

“**Credit Bureau**” means a Credit Reference Bureau duly licensed under Banking Act CAP 488 Laws of Kenya pursuant to the Banking (Credit Reference Bureau) Regulations, 2013, as amended, revised or promulgated from time to time, to inter alia, collect and facilitate the sharing of consumer credit information.

“**Customer**” means any person who has accessed the Stemtide Credit Website and has accepted this Agreement.

“**Disbursement Date**” means, with respect to any loan, the date on which such loan is disbursed to you in accordance with the terms of this Agreement.

“**E-Money**” means monetary value as represented by a claim on its issuer that is:

- a) Electronically, including magnetically, stored;
- b) Issued against receipt of currency of Kenya; and
- c) Accepted as a means of payment by persons other than the issuer.

“**Equipment**” means your mobile phone handset, SIM Card, and/or other equipment which when used together enables you to access any Network.

“**Interest**” means, with respect to any Loan, the charges applicable to such loan to be charged by Stemtide Credit to you, which shall be calculated and shall be payable in accordance with Clause 7 hereof.

“**Late Payment Interest**” means, with respect to any Loan, the interest charge set forth on the related cover page, which shall be payable in accordance with clause 7 hereof.

“**Loan**” means any loan that is disbursed by Stemtide Credit to you in accordance with this Agreement.

“**Loan Amount**” means, with respect to any Loan, the amount advanced by Stemtide Credit to you as specified on the related cover Page.

“**Loan Application**” means the loan application made by you on the Stemtide Credit Website, which has been reviewed, evaluated, selected, qualified, and, if applicable, approved by Stemtide Credit, subject to its internal policies and applicable regulations.

“**Loan Term**” means, with respect to any Loan, the period from the related Disbursement Date to and including the related Max Due Date.

“**Max Due Date**” means, with respect to any loan, the date set forth on the related cover page, or if such date is not set forth on the related cover page, the date which is sixty-one(61) days after the related Disbursement Date, in each case, which shall be the due date for paying in one single instalment the Total Payable Amount related to such Loan.

“**Mobile Money Account**” our mobile money store of value, being the record maintained by the related Mobile Money Providers in Kenya of the amount of e-Money from time to time held by you in such Mobile Money Provider’s System.

“**Mobile Money Service**” means the money transfer and payments service operated by Mobile Money Providers in Kenya.

“**Mobile Money Provider**” means a mobile network operator registered with the Communications Authority in Kenya.

“**Network**” means a mobile cellular network operated by a Mobile Money Provider.

“**Personal Data**” means personally identifiable information of any natural person as prescribed in the Kenya Data Protection Act, 2019, which information includes but is not limited to name, address, phone number, identification number, location data, date of birth, gender, transaction data, an online identifier or information relating to one or more factors specific to the physical, psychological, genetic, mental, economic, cultural or social identity of such person. It also includes Sensitive Personal Data.

“**Privacy Notice**” means the Stemtide Credit Website Notice (available on the Stemtide Credit Website) that sets out the basis on which any personal data we collect from you, or that you provide to us, will be stored and processed by us and incorporates our Privacy Notice.

“**Relevant Information**” means information including, but not limited to, data relating to your phone (including, without limitation, your phone’s history) from your Equipment, from any SMS sent to you by the Mobile Money Providers, and any financial service providers relating to your use of the Mobile Money Service and such other information as We shall require for purposes of providing the Services.

“**Selected Date**” means, with respect to any Loan, the date you selected on which you intend to repay such Loan that is before the related Max Due Date. In absence of this, the related Max Due Date shall be the Selected Date.

“**Sensitive Personal Data**” means data revealing any natural person’s race, health status, ethnic, social origin, conscience, belief, genetic data, biometric data, property details, marital status, family details including names of the person’s children, parents, spouse or spouses, sex or the sexual orientation of such person.

“**Stemtide Credit Website**” means the technological interface maintained by Stemtide Credit in which you are registered to apply for a loan and which can only be accessed through the use of your Personal Identification Number.

“**Tax**” means, with respect to any Loan, the related Value Added Tax, excise duty, or any other tax that may be payable from time to time in accordance with the tax legislation in force.

“**Total Payable Amount**” means, with respect to any Loan, an amount equal to the sum of the following items: (i) the related Loan Amount; (ii) the related Interest; (iii) any related Tax, and (iv) any related Additional Expenses.

“**User Portal**” means the section of the Stemtide Credit Website that allows the customer to access and manage their personal information and account settings and apply for a loan where the customer must input a personal identification number (PIN) or password to access this section.

“**We/ Stemtide Credit /Us**” means Stemtide Credit Limited.

“**You**” or “**Your**” means the Customer and included the personal representatives of the Customer.

2. LINE OF CREDIT

Subject to the terms and conditions of this Agreement, Stemtide Credit grants you a credit facility to draw loans. Subject to the limitations set forth herein, any loan shall be delivered by Stemtide Credit to you, under the terms of Clause Four, by means of transfer of immediately available funds into your Mobile Money Account.

You acknowledge that each loan shall be deemed to be disbursed when the amount specified in the related Cover Page is disbursed to your Mobile Money Account.

3. TERMS OF THE LICENSE TO USE THE STEMTIDE CREDIT LIMITED WEBSITE

In consideration of you agreeing to abide by the terms of this Agreement, we grant you a non-transferable, non-exclusive license to use the Stemtide Credit Website on your equipment, subject to this Agreement. We reserve all other rights. Except as expressly set out in this Agreement, you agree not to:

- a. rent, lease, sub-license, loan translate, merge, adapt, vary or modify the Stemtide Credit Website;
- b. make alterations to, or modifications of, the whole or any part of the Stemtide Credit App, or permit the Stemtide Credit App or any part of it to be combined with, or become incorporated in any other programs;
- c. disassemble, decompile, reverse-engineer, or create derivative works based on the whole or any part of the Stemtide Credit Website or attempt to do any such thing except to the

extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Stemtide Credit Website with another software program, and provided that the information obtained by you during such activities is:

- (i) not unnecessarily disclosed or communicated without prior written consent to any third party; or
- (ii) not used to create any software that is substantially similar to the Website;
- d. to include our copyright notice on all entire and partial copies you make of the Website on any medium; or
- e. provide or otherwise make available the Website in whole or in part (including object and source code), in any form to any person without prior written consent.

You also agree to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Stemtide Credit Website to the service.

You are not permitted to do any of the following:

- a. Use the Stemtide Credit website or the service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Stemtide Credit Website, the service or any related operating system.
- b. Infringe our intellectual property rights or those of any third party in relation to your use of the Stemtide Credit Website or the service, including through the submission of any material (to the extent that such use is not licensed by this Agreement);
- c. Transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the Stemtide Credit Website or the service;
- d. Use the Stemtide Credit website or the service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- e. Collect or harvest any information or data from the service or our systems or attempt to decipher any transmissions to or from the servers running the service.

4. DISBURSEMENT OF LOANS TO YOU

Subject to the conditions in this Agreement, each loan shall be made available to you upon request through the Stemtide Credit Website or walking in our office to sign the loan agreement documents.

Your request for disbursement of any Loan shall be made by accepting the Cover Page that sets forth the specific terms and conditions of the requested loan. Stemtide Credit shall transfer the loan amount specified in the Cover Page to your Mobile Money Account. You expressly,

unconditionally, and irrevocably accept and agree to pay to Stemtide Credit the Total Payable Amount in accordance with Clauses Six and Seven below.

You accept and acknowledge that disbursement of any loan to your Mobile Money Account and Bank Account shall be proof of receipt of such Loan by you.

Notwithstanding the grant of any Loan Amount to you and any other provision of this Agreement, you understand that Stemtide Credit may deny any request for any Loan you might make.

You agree that any disbursement of a loan to you is conditioned on there being no amount owed by you to Stemtide Credit on account of any prior loans, any related interest charges, or any related Additional Expenses. Therefore, Stemtide Credit may reject the disbursement of any Loan to you if you have not fully paid any amount under this Agreement or under any other agreement with Stemtide Credit.

5. USE OF PROCEEDS

You shall not at any time operate or use the Service in any manner that may be unlawful or prejudicial to Stemtide Credit.

6. PAYMENT, TERM OF THE LOAN

You agree to pay Stemtide Credit by or on the related Max Due Date, the Total Payable Amount related to any loan granted by Stemtide Credit to you under this Agreement.

You shall pay the Total Payable Amount related to each Loan on or before the related Max Due Date in accordance with the terms and conditions of this Agreement, otherwise, you will be required to pay Late Payment Interest in accordance with Clause Seven.

You shall make payments under this Agreement through any of the means established by Stemtide Credit for such purpose and identified to you on the Stemtide Credit Website.

In the event Stemtide Credit is not in receipt of your payment, we will require you to provide proof of the true copy of the payment details of such payment before we can update your account on the Stemtide Credit Website.

7. CHARGES

Stemtide Credit shall have the right to charge you the following interest charges:

a. Interest.

With respect to each loan, you shall pay to Stemtide Credit interest at the daily rate set forth on the related Cover Page for the number of days from the related Disbursement Date to the earlier of:

- (i) the date on which you prepay such loan in accordance with Clause nine hereof; or,
- (ii) the related Max Due Date

b. Late Payment Interest

If you fail to pay Stemtide Credit the Total Payable Amount related to any Loan on the related Max Due Date, you will be required to pay to Stemtide Credit, in addition to the related Total Payable Amount, the Late Payment Interest related to such Loan.

8. PAYMENT APPLICATION

Stemtide Credit retains the discretion to vary the charges prescribed under Clause Seven subject to changes in the amount of tax payable.

All payments to be made by you in connection with this Agreement are calculated without regard to any Taxes. If any Tax is payable in connection with any Loan, you must pay Us an additional amount equal to the appropriate rate of the tax. You must do so at the same time that you make any related payment on such loan.

You agree to pay all other interest charges, fees, expenses, taxes, duties, and impositions incurred by Stemtide Credit in complying with your requests.

You hereby agree to pay costs, charges, and expenses incurred by Us in obtaining or attempting to obtain payment of any amounts under any loan owed by you.

9. PREPAYMENTS

You may prepay any Loan in whole or in part at any time before the related Max Due Date without incurring any penalty as long as you have made all payments due and arising under this Agreement prior to such prepayment. Stemtide Credit reserves the right to set a minimum amount for partial prepayments, and such amount will be disclosed by Stemtide Credit to You through the Stemtide Credit Website.

If you want to prepay any loan in whole, you shall pay to Stemtide Credit the Total Payable Amount related to such loan as of the date of such prepayment.

Once such prepayment is credited as prescribed in this Agreement, Stemtide Credit shall update the balance statement of the relevant loan to reflect the prepayment made by you. Stemtide Credit shall make such statement available to you through the Stemtide Credit Website.

Each time you make a prepayment either in whole or in part, Stemtide Credit will make a receipt of such payment available to you through the Stemtide Credit Website or physical office.

10. YOUR STEMTIDE CREDIT ACCOUNT STATEMENTS

You will be able to view the balance of any outstanding loan and a history of all loan applications made by you and a history of all amounts paid by you to Stemtide Credit at any time through the Stemtide Credit Website or visiting the office.

11. COMPLAINTS AND CLARIFICATIONS

In the event that you do not agree with any of the balances, transactions or other information provided through the Stemtide Credit Website, please contact our customer care center through the Stemtide Credit www.Stemtidecreditltd.ke or info@stemtidecreditltd.ke

We, upon receiving a complaint, shall provide the complainant with a prompt response and resolve the complaint within thirty (30) days.

Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

12. YOUR LIABILITY FOR REQUESTS MADE WITHIN THE STEMTIDE CREDIT WEBSITE

You authorize us to act on all requests received from you (or purportedly from you) through the Stemtide Credit Website and to hold you liable in respect thereof, even if that request is otherwise for any reason incomplete or ambiguous if, in our absolute discretion, we believe that it can correct the incomplete or ambiguous information in the request without any reference to you being necessary.

We 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 we may act if we have in good faith acted in the belief that such instructions have been sent by you.

You acknowledge that we may nevertheless refuse to carry out any requests in our sole and absolute discretion, including the right to reject any request in relation to any Loan Application from you even if we have previously disbursed a Loan to you.

You agree to and shall release from and indemnify us against all claims, losses, damages, costs, and expenses, howsoever arising in consequence of, or in any way related to us having acted (or failed to act) in accordance with the whole or any part of any of your requests.

We are authorized to affect such orders in respect of the Service and your use of the Stemtide Credit Website as may be required by any court order or competent authority or agency under applicable laws.

In the event of any conflict between any terms of any request received by us from you and this Agreement, this Agreement shall prevail.

13. MODIFICATIONS TO THIS AGREEMENT

Stemtide Credit reserves the right to amend or vary these Terms and Conditions from time to time. Such amendment or variation will take effect within thirty (30) days from the date of notification of the update or amendment at which time you may access the Stemtide Credit Website to view the related changes. Stemtide Credit will provide the modified version of this Agreement for your reference on Stemtide Credit's website.

Your consent to any modifications made by Stemtide Credit to the Cover Page of any Loan shall be required and obtained by clicking the "Accept" button within the Stemtide Credit Website.

Any modifications to this Agreement that are required to adapt this Agreement to new regulatory provisions are exempted from the provisions of this Clause Twelve. In such cases, Stemtide Credit shall notify you through the Stemtide Credit Website or through personal contact that information regarding the relevant changes can be accessed through the Stemtide Credit website.

Stemtide Credit may modify or charge additional interest or fees in addition to those established in this Agreement or any Cover Page, with prior notification to you.

14. BUREAU CREDIT

You confirm and acknowledge that Stemtide Credit may from time to time request and provide information to any Credit Reference Bureau regarding your credit history as well as obtain the corresponding reports.

If we intend to submit a negative credit report to a Licensed Credit Reference Bureau (CRB) in Kenya for your breach of the provisions of this Agreement, we shall provide you with thirty (30) days' notice prior to such submission. After providing you with this notice, we shall notify you within 30 days of submitting a negative report that such a report has been submitted to any Credit Reference Bureau.

15. YOUR RESPONSIBILITY TO KEEP YOUR LOGIN DETAILS & YOUR EQUIPMENT SAFE

You agree that you shall:

- a. At your own expense, provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the Stemtide Credit Website and the Service;
- b. Ensure the proper performance of your equipment, and that we shall neither be responsible for any errors or failures caused by any malfunction of your equipment nor shall we be responsible for any computer virus or related problems that may be associated with the use of the Stemtide Credit Website, the service or the equipment;
- c. Be responsible for charges due to any service provider providing you with connection to any Network and We shall not be responsible for losses or delays caused by any such service provider;
- d. Follow all instructions, procedures, and terms contained in this Agreement and any document provided by Us concerning the use of the Stemtide Credit Website and the Service;
- e. Be solely responsible for the safekeeping and proper use of your Equipment and for keeping your Credentials secret and secure. This includes keeping your registration details such as your ID number secret and secure. You shall ensure that your Credentials do not become known or come into possession of any unauthorized person. We shall not be liable for any disclosure of your Credentials to any third party, and you hereby agree to indemnify and hold us harmless from any losses resulting from any disclosure of your Credentials;
- f. Take all reasonable precautions to detect any unauthorized use of the Stemtide Credit Website and the Service, and you shall ensure that all communications from Us are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the Stemtide Credit Website will be detected; You acknowledge that, to the full extent permitted by law, We shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity or any incident on your account on the Stemtide Credit Website by the fact of the knowledge

and/or use or manipulation of your Account credentials, ID or any means whether or not occasioned by your negligence;

- g. not at any time operate or use the Service in any manner that may be prejudicial to us; and
- h. follow the security procedures notified to you by us from time to time or such other procedures as may be applicable to the Service 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 Account's confidentiality. In particular, you shall ensure that the Services are not used or requests are not issued or that relevant functions are not performed by anyone other than a person authorized to do so. You further agree that you shall immediately inform us in the event that you have reason to believe that:
 - (i) your credentials are or may be known to any person not authorized to know the same and/or have been compromised; and/or
 - (ii) unauthorized use of the service has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.

16. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the Stemtide Credit Website (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that Stemtide Credit provides to you through the Stemtide Credit Website or otherwise are vested in either Stemtide Credit or in other persons from whom Stemtide Credit has a right to use and sub-license the Stemtide Credit Website 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 Stemtide Credit Website and associated documentation without the prior written consent of Stemtide Credit Limited.

17. EXCLUSION OF LIABILITY

Stemtide Credit shall not be responsible for any loss suffered by you should the Service be interfered with or become unavailable by reason of:

- (a) The failure of any of your equipment, or;
- (b) Any other circumstances whatsoever not within Stemtide Credit's control, including, without limitation, force majeure or error, interruption, delay, or non-availability of the service as a result of any terrorist or any enemy action, equipment failure, loss of power, adverse weather or atmospheric conditions, and failure or any public or private telecommunication system.

We will not be liable for any losses or damage suffered by you as a result of or in connection with:

- a. The Stemtide Credit Website or the service resulting from you having altered or modified the Website;
- b. A defect or fault in the Website resulting from you having used the it in breach of the terms of this Agreement;
- c. Unavailability of sufficient funds in your Mobile Money Account;
- d. Failure, malfunction, interruption, or unavailability of the Website, your equipment, the Network, or any Mobile Money System;
- e. The money in your Mobile Money Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
- f. Your failure to give proper or complete instructions for payments or transfers relating to your Mobile Money Account;
- g. Any fraudulent or illegal use of the Services, the Stemtide Credit Website, and/or your Equipment; or
- h. Your failure to comply with this Agreement and any document or information provided by Us concerning the use of the Stemtide Credit Website and the Service.

If for any reason other than in the subparagraphs above, the service is interfered with or unavailable, Stemtide Credit's sole liability under this Agreement in respect thereof shall be to re-establish the service as soon as reasonably practicable.

Except as provided in the subparagraphs above, Stemtide Credit shall not be liable to you for any interference with or unavailability of the Service, howsoever caused.

In the event of your death, your obligations under this Agreement shall vest in your personal representative.

All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

18. INDEMNITY

In consideration of Stemtide Credit complying with your instructions or requests in relation to the Service, you undertake to indemnify Stemtide Credit and hold it harmless against any loss, charge, damage, expense, fee, or claim which Stemtide Credit suffers or incurs or sustains thereby and you absolve Stemtide Credit from all liability for loss or damage which you may sustain from Stemtide Credit acting on your instructions or requests or in accordance with this Agreement.

The indemnity shall also cover the following:

- a. Any loss or damage that may arise from your use, misuse, abuse, or possession of any third-party software, including without limitation, any operating system, browser software, or any other software packages or programs.
- b. Any unauthorized access to Stemtide Credit 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.
- c. 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 loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by Stemtide Credit as a consequence of any breach by these Terms and Conditions.
- d. Any damages and costs payable to Stemtide Credit in respect of any claims against Stemtide Credit for compensation for loss where the particular circumstance is within your control.

19. TERMINATION

Stemtide Credit may at any time terminate this Agreement and accelerate any outstanding loan and any related Total Payment Amount shall become immediately due and payable in the event that you default on any of your obligations under this Agreement or if any of the following occurs:

- a. If you use the Stemtide Credit Website for any unauthorized purposes;
- b. If your Stemtide Credit user portal access or agreement with Stemtide Credit is terminated for whatever reason;
- c. If Stemtide Credit is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
- d. If Stemtide Credit reasonably suspects or believes that you are in breach of any provision of this Agreement (including any failure to make any payments hereunder when due);
- e. Where Stemtide Credit detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the service;
- f. Where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;
- g. To facilitate the update or upgrade of the contents or functionality of the Service from time to time where you have been found to have remained inactive for any period of time as determined by Stemtide Credit in its reasonable discretion; or
- h. If Stemtide Credit 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.

You agree that Stemtide Credit shall be entitled to terminate the Agreement at any time, without any responsibility and without need for judicial resolution, by means of a simple written notice given to you. Notwithstanding any other provision in this Agreement, upon the termination of this Agreement by Stemtide Credit, the rights and obligations granted hereunder shall cease to accrue

and shall forthwith be extinguished.

20. ASSIGNMENT

You agree that you shall not assign any of your rights under this Agreement, transfer any of your obligations under this Agreement, sub-contract or delegate any of your obligations under this Agreement nor charge or deal in any other manner with this Agreement any of your rights or obligations.

You expressly and irrevocably authorize Stemtide Credit to assign, transfer or discount, at any time, including before the Max Due Date related to any loan, all of its rights under this Agreement related to any loans and all loans.

21. ENFORCEMENT UPON DEFAULT

You agree that in case of any default by you on any of your obligations under this Agreement, Stemtide Credit may obtain the payment of the Total Payable Amount through any procedures available to it under the applicable law.

NON-FINANCIAL CLAUSES

1. COMMUNICATION BETWEEN US

If you wish to contact us in writing, or if any condition in this Agreement requires you to give us notice, you can send this to us through the Stemtide Credit Website www.Stemtidecreditltd.ke, or by email to info@stemtidecreditltd.ke. We will confirm receipt of this by contacting you in writing by way of email. If we have to contact you or give your notice in writing, we will do so by email or by SMS to the mobile phone 0740 761829 or email address you provide to us in your request on the Stemtide Credit Website.

2. ANNEXES

Each Cover Page and, if applicable, the loan application, form an integral part of this Agreement and have the same validity and effectiveness as if they had been incorporated into the main body of this Agreement. If there are inconsistencies between the content of any supplementary document and the content of the Clauses of this Agreement, the content of the supplementary document shall prevail.

3. SEVERABILITY

The nullity, invalidity, illegality, or lack of enforceability of any provision of this Agreement shall in no way affect the validity, legality, and enforceability of any other provisions of this Agreement.

If any clause is rendered void or unenforceable, whether wholly or in part, the parties shall endeavor, without delay and in good faith discussions, to attain the economic and/or other intended result in another legally permissible manner.

This Agreement constitutes the sole and entire agreement between the parties in relation to the subject matter hereof.

4. MARKETING

We are committed to respecting and protecting the privacy of the information we collect from you and all marketing shall be done in accordance with our Privacy Policy.

5. PRIVACY

Stemtide Credit Limited upholds the importance of protecting the privacy of all information provided by users of the Stemtide Credit Website. We use your Personal Data and Relevant Information in accordance with our Privacy Policy, our Privacy Notice, and the Kenya Data Protection Act, 2019. Please take the time to read our Privacy Policy and Privacy Notice as it sets out the consent we may require from you and ask you to provide on how we collect, use, store and share your Customer Information (which includes Personal Data and Sensitive Data). Copies of the Privacy Policy and Privacy Notice can be accessed on the Stemtide Credit Website www.Stemtidecreditltd.ke. You may also request copies of the above and this Agreement by writing to us via info@stemtidecreditltd.ke.

The terms of Stemtide Credit's Privacy Policy and Privacy Notice are incorporated into this Agreement. By clicking the "Accept" option on the Stemtide Credit Website with respect to this Agreement you will be required to have also read and understood the provisions of the Privacy Policy and Privacy Notice.

6. WAIVER

No failure or delay by either yourself or Stemtide Credit 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. No failure by us to exercise, and no delay in exercising, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy.

7. DISPUTE RESOLUTION AND JURISDICTION

Stemtide Credit Limited encourages you to report any disputes, claims, or discrepancies via info@stemtidecreditltd.ke at In any event, you agree that you shall, in good faith, resolve any dispute, controversy, or claim of any nature whatsoever arising out of or in relation to or in connection with this Agreement.

In the event of a dispute arising out of or relating to this Agreement, the parties will commence settlement of that dispute by way of mediation.

Any dispute arising out of or in connection with this Agreement that is not resolved by mediation 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 Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act.

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

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

8. GENERAL PROVISIONS

This Agreement constitutes the entire agreement between you and us and shall supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

You acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

You and We agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Approval of the Terms and Conditions

Director:

Signature:

Date: 13/03/2026

