

TERMS AND CONDITIONS THAT WILL APPLY TO A INGULA e-MALI LOAN

1. APPLYING FOR AND RECEIVING A *INGULA E-MALI* LOAN

- 1.1. If you are 18 or older then you may apply for a *INGULA e-MALI* Loan. **When you apply for a loan, you instruct, consent to and authorize Swazi Mobile to provide certain information about you to Ingula.** This information may include all data held by **Eswatini Mobile** about you and or your ESWATINI MOBILE e-Mali account. It specifically includes your mobile phone number, your name, surname, date of birth, identity or passport number and includes all information relating to your ESWATINI MOBILE e-Mali account and your use thereof.
- 1.2. If your application is approved, you will receive a SMS to you(the number provided) to confirm:
 - 1.2.1. the **Loan Amount;**
 - 1.2.2. the **Service Fee;** (the Loan Fees)
 - 1.2.3. the **Repayment Amount;** and
 - 1.2.4. the **Due Date.**
- 1.3. You may accept or decline to take up a loan from Ingula by following the instructions provided in the application menu on your mobile phone.
- 1.4. If your application is approved, the loan shall be paid directly into your ESWATINI MOBILE e-Mali account.
- 1.5. Ingula shall not be required to provide reasons to you for declining or approving your application for a loan.
- 1.6. These terms and conditions may change from time to time. You are therefore required to read these terms and conditions every time before you apply for a loan.

2. REPAYMENT OF A *INGULA E-MALI* LOAN

- 2.1. You agree to pay the Repayment Amount directly into Ingula's account on or before the Due Date by using the repayment option on the loan menu.
- 2.2. A penalty fee of 10% of any amount that remains unpaid on the Due Date shall apply if you fail to repay the Repayment Amount in full by the Due Date.
- 2.3. If any portion of the Repayment Amount remains unpaid after the due date, any funds deposited into your e-Mali account will be automatically deducted until the repayment of the outstanding balance has been paid in full. You hereby authorize and instruct ESWATINI MOBILE to enable Ingula to automatically debit your account for any outstanding amount after the Due Date.

3. EXCLUSION OF LIABILITY

INGULA shall not become liable to you for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with your application for or your use of a *INGULA e-MALI* Loan.

4. DISCLOSURE OF INFORMATION

4.1. You hereby expressly consent and authorize Ingula to disclose, record and or utilize your personal or other information relating to your Ingula Account. This shall include sharing this information with:

4.1.1. any local or international law enforcement or competent regulatory or governmental agency/ies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;

4.1.2. service providers, dealers, agents or any other associate company of Ingula for reasonable commercial purposes;

4.1.3. any Credit Bureau.

5. MISCELLANEOUS

5.1. You hereby consent to Ingula ceding and assigning all and any rights or obligations accruing to it under this Agreement to any third party without first obtaining any further consent from you.

5.2. 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.

5.3. You consent to, and authorize Ingula to communicate the following to you; your transactional activity, educational messages, and offers for products via SMS.