



West Park Towers | 6th Floor | Mpesi Lane | Westlands | C: +254 712 517 910 | W: [www.senti.com](http://www.senti.com)

# TERMS AND CONDITIONS FOR SENTI LENDING SERVICES



*Fast Loans Straight from the Mobile*



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ALL TRADEMARKS ARE OWNED BY THEIR RESPECTIVE OWNERS.



**Effective date: 1st August 2023.**

## **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 your SENTI (as hereinafter defined) as opened by you (as hereinafter defined) with Senti Capital Limited (as hereinafter defined).
- 1.2. The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer and Senti Capital Limited Solutions Limited once accepted by both parties.
- 1.3. "We," "our," and "us," means Senti Capital Limited and includes its successors in title and assigns;
- 1.4. "You" or "your" means the Customer and includes your personal representatives and heirs;
- 1.5. The word "Customer" shall include both the masculine and the feminine gender as well as juristic persons;
- 1.6. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.
- 1.8. The Customer accepts that the Terms and Conditions will be read in addition to the Privacy Policy issued by Senti Capital Limited as to the management of your information by us. By accepting these Terms and Conditions, you accept the terms under the Privacy Policy.

## **2. DEFINITIONS**

- 2.1. In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:
- 2.2. "**Contact Centre**" means the Customer Care Centre outlet as may be notified to the Customer by Senti Capital Limited from time to time;
- 2.3. "**Credit Limit**" means the maximum pre- approved amount that a customer can borrow on this service.
- 2.4. "**Credit Reference Bureau**" means a credit reference bureau duly licensed under the Banking Act pursuant to the Banking (Credit Reference Bureau) Regulations, 2008 to inter alia, collect and facilitate the sharing of customer credit information;

- 2.5. **“Customer Account”** means the account held and operated by the customer.
- 2.6. **“Customer”** means the person/ individual in whose name the SENTI Account with Senti Capital Limited is existing; Any reference to customer shall mean an individual.
- 2.7. **“E-Money”** means the electronic monetary value depicted in your Mobile Money Account representing an equal amount of cash;
- 2.8. **“Equipment”** includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access mobile Network;
- 2.9. **“IPRS”** means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons;
- 2.10. **“Immediate payment”** means voluntary instant repayment of loan advanced before the due date.
- 2.11. **“Loan Auto recovery”** means automated recovery of the loan advanced from the customer account on the due date.
- 2.12. **““Mobile Money Provider”** means a Mobile Network Operator that has been duly authorized by the Central Bank of Kenya under applicable law to offer Mobile Money Services in Kenya;
- 2.13. **“Mobile Money Service”** means the money transfer and payments service provided by the Mobile Money Providers through the Mobile Money System;
- 2.14. **“Mobile Money System”** means the system operated by the Mobile Money Providers in Kenya for the provision of the Mobile Money Service
- 2.15. **Mobile Network Operator”** means a mobile network operator in Kenya registered with the Communications Authority of Kenya;
- 2.16. **“Network”** means the mobile cellular network operated by various mobile networks;
- 2.17. **“Request”** means a request or instruction received by Senti Capital Limited from you or purportedly from you through the Network and the System and upon which Senti Capital Limited is authorized to act;
- 2.18. **Senti Capital Limited”** means Senti Capital Limited incorporated in Kenya as a limited liability company in compliance to The Kenyan Companies Act of 2015
- 2.19. **“SENTI”** means a micro loan product that uses money transfer and payments system.
- 2.20. **“SENTI ACCOUNT”** means a loan account opened and operated in accordance with the terms and conditions herein contained;
- 2.21. **SENTI LOAN”** means the loan facility advanced by Senti Capital Limited.



- 2.22. **“SENTI Menu”** means the SENTI Menu on the SENTI System;
- 2.23. **“SENTI System”** means the system operated by Senti Capital Limited for the provision of the Mobile money lending Service using the Mobile Networks;
- 2.24. **“SENTI PIN”** means your personal identification number being the secret code used to access and operate the SENTI System and your loan Account;
- 2.25. **“SENTI Service”** means the service offered by Senti Capital Limited to borrow and repay loans through mobile phone;
- 2.26. **“SENTI Subscriber”** means any person registered to use the SENTI System to send or receive money or make payments;
- 2.27. **“Services”** shall include any form of Lending services or products that Senti Capital Limited may offer you pursuant to this Agreement and as you may from time to time subscribe to and **“Service”** shall be construed accordingly;
- 2.28. **“SIM Card”** means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the SENTI System;
- 2.29. **“SMS”** means a short customized message service consisting of a text message transmitted from one mobile phone to another;
- 2.30. **“System”** means Senti Capital Limited’s electronic lending and communications software enabling the Customer to communicate with Senti Capital Limited for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the SENTI System;
- 2.31. **“Transaction Fees”** includes the processing fees, the penalty fees and any other fees and charges payable for the use of the Services as published by Senti Capital Limited on Senti Capital Limited website and/or the daily newspapers in Kenya or by such other means as Senti Capital Limited shall in its sole discretion determine.

### 3. ACCEPTANCE OF THE TERMS AND CONDITIONS

Before applying to open the SENTI Account via Senti Capital Limited’s SENTI System you should carefully read and understand these Terms and Conditions which will govern the use and operation of the SENTI Account.

- 3.1. If you do not agree with these Terms and Conditions, please click **“No”** on the SENTI Menu, by doing so you will not be eligible to use the SENTI services.

- 3.2. You will be deemed to have read, understood and accepted these Terms and Conditions: -
    - 3.2.1. Upon clicking “Yes” option on the SENTI Menu requesting you to confirm that you have read, understood and accepted the Terms and Conditions as stated in the website <https://senti.co.ke/> ; and/or
    - 3.2.2. upon registration of a SENTI account and/or by using or continuing to use and operate the SENTI account.
  - 3.3. By applying to open the SENTI Account with Senti Capital Limited, 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 SENTI Account and you affirm that these Terms and Conditions herein are without prejudice to any right that Senti Capital Limited may have with respect to the SENTI Account in law or otherwise.
  - 3.4. These Terms and Conditions may be amended or varied by Senti Capital Limited from time to time and the continued use of your SENTI Account constitutes your agreement to be bound by the terms of any such amendment or variation.
  - 3.5. You acknowledge and accept that SENTI offers the SENTI Account only electronically and you agree to do business with Senti Capital Limited and to operate the SENTI Account only by electronic means via the SENTI Menu on Senti Capital Limited’s SENTI System. Any query and complaint you may have relating to the Services shall be addressed to Senti Capital Limited through the Contact 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 the SENTI Account at Senti Capital Limited’s offices unless otherwise advised by Senti Capital Limited in its sole discretion.
  - 3.6. By using the SENTI App or any of the Services, you consent to us collecting and using technical information about the Equipment and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 4. ACCOUNT OPENING**
- 4.1. In order to open a SENTI Account with Senti Capital Limited, you must be at least 18 years old, a registered and active Mobile Subscriber with a Mobile Network Operator with which Senti Capital Limited has an agreement with for the provision of this service. Senti Capital Limited reserves the right to verify with the IPRS the authenticity of your details.



- 4.2. You may open a SENTI Account solely by way of an electronic application made by you using your Equipment via the SENTI Menu on Senti Capital Limited's SENTI System.
- 4.3. You hereby agree and authorize Senti Capital Limited to request for your personal information held by IPRS and licensed Credit Reference Bureaus pursuant to the agreement between you and Senti Capital Limited for the provision of Mobile Money products and services including your phone number, name, date of birth, ID or Passport Number and such other information that will enable Senti Capital Limited to identify you and comply with the regulatory "Know Your Customer" requirements (together with the "Personal Information"). You also hereby agree and authorize Senti Capital Limited to request IPRS for information relating to your ID as Senti Capital Limited shall require for purposes of providing you the Services. You hereby consent to the disclosure of the Personal Information to Senti Capital Limited and to the aforesaid use of the Personal Information by Senti Capital Limited.
- 4.4. You hereby agree and authorize Senti Capital Limited to obtain and procure your Personal Information 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 Senti Capital Limited.
- 4.5. You hereby further acknowledge and authorize Senti Capital Limited to verify your Personal Information received from Mobile Network Operators pursuant to Clause 4.3 against the information received from the Government of Kenya in your respect.
- 4.6. You hereby agree and authorize Senti Capital Limited to obtain and procure your Personal Information and Relevant Information from your respective Mobile Money Provider and you further agree and consent to the disclosure and provision of such Personal Information by the Mobile Money Provider and further to indemnify and hold Senti Capital Limited and the Mobile Money Provider harmless with respect to any claims, losses, liabilities and expenses (including legal fees and expenses) that may arise as a result of the disclosure and reliance on such Personal Information and/or Relevant Information.
- 4.7. You hereby agree and authorize Senti Capital Limited to obtain and procure your Personal Information from the Credit Reference Bureaus and you further agree and consent to the disclosure and provision of such Personal Information by the Credit Reference Bureaus.
- 4.8. Senti Capital Limited reserves the right to request for further information from you pertaining to your application for a SENTI Account at any time. Failure to provide such information within

the time required by Senti Capital Limited may result in Senti Capital Limited declining to accept your application for a SENTI Account.

- 4.9. Acceptance by Senti Capital Limited of your application for a SENTI loan shall be done via SMS sent to the registered Mobile Phone Number.
- 4.10. Senti Capital Limited reserves the right to decline your application for an SENTI Account or to revoke the same at any stage at Senti Capital Limited's sole discretion and without assigning any reason or giving any notice thereto.

## 5. BORROWING

- 5.1. As a holder of a SENTI Account and having received a confirmation message bearing your credit limit, you may, subject to these terms and conditions apply for a loan using the request loan menu on your Equipment.
- 5.2. The transaction fees payable to Mobile Network for transactions effected in respect of your Account from time to time will apply to any transactions effected in respect of your SENTI Account using Senti Capital Limited's SENTI System.
- 5.3. Where you apply for a loan from Senti Capital Limited, your application shall be appraised according to the applicable loan appraisal processes of Senti Capital Limited. Senti Capital Limited reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.
- 5.4. Subject to approval of your application for a loan Senti Capital Limited shall disburse to you a loan of an amount to be determined by Senti Capital Limited in its sole discretion subject to a minimum amount of Kenya Shillings One Thousand Five Hundred (Kshs.1500/=) or such other minimum and maximum amount as Senti Capital Limited may from time to time in its sole discretion determine (the "Loan").
- 5.5. . The proceeds of the full Loan requested shall be credited into your SENTI Account subject to any deductions on account of applicable Transaction and processing fees.
- 5.6. You shall repay the Loan within the term agreed upon at the time of loan request.
- 5.7. In consideration of Senti Capital Limited granting you the Loan, you shall pay prescribed processing fees on the loan amount which shall be determined by Senti Capital Limited from time to time. The processing fees must be paid by you when you make your Loan repayment. You confirm that you will visit our website <https://senti.co.ke/> to access our prevailing





processing fees on loans and that you shall at all times be bound by the prevailing rate as published on the website, notwithstanding that you will not have received notice of changes thereto.

- 5.8. Transaction and processing fees are subject to change at any time at Senti Capital Limited's sole discretion subject to terms and conditions.
- 5.9. You shall make all payments due from you to Senti Capital Limited in respect of the Loan and Transaction Fees using Safaricom's MPESA Service only unless otherwise agreed by Senti Capital Limited in its discretion.
- 5.10. In the event that you do not repay the Loan in full within the loan term after the date of disbursement of the Loan, Senti Capital Limited will automatically charge a one-off late repayment penalty fee which shall be calculated on any outstanding amount in respect of the loan. The penalty shall be charged 1 day after the respective loan is overdue.
- 5.11. Senti Capital Limited shall be entitled to terminate this Agreement and close your SENTI Account in accordance with the provisions of Clause 13 without prejudice to any of its rights accruing hereunder if you fail to repay the Loan and/or the Transaction Fees due thereon whereupon they shall become immediately due and payable.
- 5.12. Senti Capital Limited reserves the right to vary the terms of the Loan including the fees payable thereon from time to time having regard to the policies of Senti Capital Limited.
- 5.13. . You hereby expressly consent and authorize Senti Capital Limited to disclose, respond, advise exchange and communicate the details or information pertaining to your loan Account to Credit Reference Bureau as required under the Banking Act or any other regulatory body.

## 6. INTEREST & FEES

- 6.1. You hereby agree to pay all INTEREST AND Transaction Fees payable in connection with your use of the Services.
- 6.2. The interest payable by you to Senti in relation to any Loan shall be displayed by Senti on the App. Senti shall be entitled to set and charge Transaction Fees, in connection with your use of the Services and from time to time amend or vary its Transaction Fees for the Services. If Senti decides to start charging Transaction Fees or where already applicable, vary or amend its Transaction Fees, the Transaction Fees payable on any new application for Services will be displayed on the App. Senti will use reasonable endeavors to try notifying you of any changes in



relation to Transaction Fees within a reasonable period before such changes are implemented including displaying notices of the changes on the App or Senti website.

- 6.3. All payments to be made by you under this Agreement shall be made in full without any set off or counter claim and save in so far as required by the law to the contrary, free and clear of and without any deduction or withholding whatsoever. If you are at any time required to make any deduction or withholding from any payment to Senti you shall immediately pay to Senti such additional amounts as will result in Senti receiving the full amount it would have received had no such deduction or withholding been required.
- 6.4. If you fail to make any payments due to Senti at the due date for payment, Senti will be authorized to apply late fees on such amount loaned to you at a rate to be communicated to you.

## 7. STATEMENTS

- 7.1. You may request for a statement or activity report in respect of your SENTI account from Senti Capital Limited.
- The Loan Account Statement shall provide details of the last 5 (five) transactions, or such other number of transactions as determined by Senti Capital Limited.
- The statement shall be available electronically on the App.
- 7.2. Save for a manifest error, a SENTI Account Mini Statement issued to you aforesaid in respect of your SENTI Account shall be conclusive evidence of the transactions carried out on your SENTI Account for the period covered in the SENTI Account Mini Statement.

## 8. IRREVOCABLE AUTHORITY OF SENTI CAPITAL LIMITED

- 8.1. It's your sole responsibility to familiarize yourself with the operating procedures for the service as will be provided by Senti Capital Limited upon your registration to the Service. Senti Capital Limited will not be liable for any losses incurred as a result of your errors either of commission and/or omission.
- 8.2. You hereby irrevocably authorize Senti Capital Limited to act on all Requests received by Senti Capital Limited from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.



- 8.3. If you request Senti Capital Limited to cancel any transaction or instruction after a Request has been received by Senti Capital Limited from you, Senti Capital Limited may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- 8.4. Senti Capital Limited shall be 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, Senti Capital Limited believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary. Senti Capital Limited is authorized to effect such orders in respect of your SENTI Account as may be required by any court order or competent authority or agency under the applicable laws.
- 8.5. In the event of any conflict between any terms of any Request received by Senti Capital Limited from you and these Terms and Conditions, these Terms and Conditions shall prevail.

#### **9. CUSTOMER'S EQUIPMENT AND CUSTOMER'S RESPONSIBILITIES**

- 9.1. 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.
- 9.2. You shall be responsible for ensuring the proper performance of your Equipment. Senti Capital Limited shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall Senti Capital Limited be responsible for any computer virus or related problems that may be associated with the use of the System, the Services and the Equipment. You shall be responsible for charges due to any service provider providing you with connection to the Network and Senti Capital Limited shall not be responsible for losses or delays caused by any such service provider.
- 9.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by Senti Capital Limited concerning the use of the System and Services.
- 9.4. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your SENTI PIN secret and secure. You shall ensure that your SENTI PIN does not become known or come into possession of any unauthorized person. Senti Capital Limited shall not be liable for any disclosure of your SENTI PIN to any third party and you hereby agree to indemnify and hold Senti Capital Limited harmless from any losses resulting from any SENTI PIN disclosure.

- 9.5. 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 Senti Capital Limited 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 System will be detected.
- 9.6. You shall immediately inform Senti Capital Limited through the Contact Centre in the event that:
- 9.6.1. You have reason to believe that your SENTI PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
- 9.6.2. You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 9.6.3. You shall at all times, follow the security procedures notified to you by Senti Capital Limited 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 SENTI Account's confidentiality. In particular, you shall ensure that the Services are not used, or Requests are not issued, or the relevant functions are not performed by anyone other than a person authorized to do so.
- 9.7. You shall not at any time operate or use the Services in any manner that may be prejudicial to Senti Capital Limited.

## 10. EXCLUSION OF LIABILITY

- 10.1. Senti Capital Limited shall not be responsible for any loss 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 Senti Capital Limited's control including, without limitation, force majeure or error, interruption, delay or non-availability of the 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.
- 10.2. Senti Capital Limited will not be liable for any losses or damage suffered by you as a result of or in connection with: -
- 10.2.1. Unavailability of sufficient funds in your SENTI Account.
- 10.2.2. Failure, malfunction, interruption or unavailability of the System, your Equipment, the Network and SENTI System;

- 10.2.3. the money in your MPESA Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
- 10.2.4. Your failure to give proper or complete instructions for payments or transfers relating to your SENTI Account;
- 10.2.5. Any fraudulent or illegal use of the Services, the System and/or your Equipment; or
- 10.2.6. Your failure to comply with these Terms and Conditions and any document or information provided by Senti Capital Limited concerning the use of the System and the Services.
- 10.3. If for any reason other than a reason mentioned in subparagraphs 10.1 or 10.2, the Services are interfered with or unavailable, Senti Capital Limited's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.
- 10.4. Save as provided in subparagraph 10.3 Senti Capital Limited shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.
- 10.5. Under no circumstances shall Senti Capital Limited 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 Senti Capital Limited.
- 10.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. 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 Senti Capital Limited provides to you through the System or otherwise are vested either in Senti Capital Limited or in other persons from whom Senti Capital Limited has a right to use and to sub-license the System and/or the said documentation.
- 11.2. 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 Senti Capital Limited.

## 12. INDEMNITY

12.1. In consideration of Senti Capital Limited complying with your instructions or Requests in relation to the SENTI Account, you undertake to indemnify Senti Capital Limited and hold it harmless against any loss, charge, damage, expense, fee or claim which Senti Capital Limited suffers or incurs or sustains thereby and you absolve Senti Capital Limited from all liability for loss or damage which you may sustain from Senti Capital Limited acting on your instructions or requests or in accordance with these Terms and Conditions.

12.2. The indemnity in clause 12.1 shall also cover the following:

- 12.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against Senti Capital Limited or which it may suffer or incur arising from its 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 Senti Capital Limited'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 Senti Capital Limited.
- 12.2.2. 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.
- 12.2.3. Any unauthorized access to your SENTI Account 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.
- 12.2.4. 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 Senti Capital Limited as a consequence of any breach by these Terms and Conditions.

- 12.2.5. Any damages and costs payable to Senti Capital Limited in respect of any claims against Senti Capital Limited for recompense for loss where the particular circumstance is within your control.

### 13. TERMINATION

- 13.1. Senti Capital Limited may at any time, upon notice to you, terminate or vary its business relationship with you and close your SENTI Account and in particular but without prejudice to the generality of the foregoing Senti Capital Limited may cancel credit limit which it has granted and require the repayment of outstanding debts resulting therefrom within such time as Senti Capital Limited may determine.
- 13.2. Without prejudice to Senti Capital Limited's rights under clause 13.1, Senti Capital Limited may at its sole discretion suspend, decline loan application or close your SENTI Account:
  - 13.2.1. If you use the SENTI Account for unauthorized purposes or where Senti Capital Limited detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services.
  - 13.2.2. If your SENTI Account or agreement with Senti Capital Limited is terminated for whatever reason;
  - 13.2.3. If Senti Capital Limited is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority.
  - 13.2.4. If Senti Capital Limited 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);
  - 13.2.5. Where such a suspension or variation is necessary as a consequence of:
    - 13.2.5.1. technical problems or for reasons of safety;
    - 13.2.5.2. To facilitate update or upgrade the contents or functionality of the Services from time to time;
    - 13.2.5.3. Where you remain inactive for any period of time determined by Senti Capital Limited its reasonable discretion; or



13.2.5.4. If Senti Capital Limited 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.

13.2.5.5. If you have had a current or past listing with Credit Reference Bureau for a Non- performing account with any institution.

13.3. You may close your SENTI Account at any time upon payments of all outstanding amounts owed to Senti Capital Limited.

13.4. If your SENTI Account has any credit balance at the time of its closure, we will return any such balance to you, less any applicable fees. If your SENTI loan is in arrears at the time of closure of your SENTI Account, you agree to pay to us immediately all amounts you owe us.

13.5. Termination shall however not affect any accrued rights and liabilities of either party.

13.6. If Senti Capital Limited receives notice of your demise, Senti Capital Limited will not be obliged to allow any operation or withdrawal from your SENTI Account by any person except upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

#### 14. DISCLOSURE OF INFORMATION

14.1. You hereby expressly consent and authorize Senti Capital Limited to disclose receive record or utilize your personal information or information or data relating to your SENTI Account and any details of your use of the Services:

14.1.1. to and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;

14.1.2. to and from Senti Capital Limited's service providers, dealers, agents or any other company that maybe or become Senti Capital Limited's subsidiary or holding company for reasonable commercial purposes relating to the Services;

14.1.3. to a Credit Reference Bureau for the legitimate interest of the organisation

14.1.4. to Senti Capital Limited's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;

14.1.5. to Mobile Network Operators in connection with the Mobile Money Service and the Services for the legitimate interest of the organization



14.1.6. In business practices including but not limited to quality control, training and ensuring effective systems operation for the legitimate interest of the organization.

14.2. We will only send you direct marketing communication if we have your consent and you have the right to withdraw that consent at any time by opting out or by contacting us via email at [info@senti.co.ke/support@senti.co.ke](mailto:info@senti.co.ke/support@senti.co.ke)

14.3. When we do disclose personal information to third parties, we will ensure that appropriate safeguards are in place to protect the confidentiality and integrity of the personal data. These safeguards may include contractual provisions requiring the third party to comply with all relevant data protection regulations and to implement appropriate technical and organisational measures to protect the personal data.

## 15. DISPUTE RESOLUTION AND JURISDICTION

15.1. You may contact the Contact Centre to report any disputes, claims or SENTI Account discrepancies.

15.2. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to Senti's legal department for further resolution.

15.3. If the dispute cannot be resolved amicably, then either party may institute a court proceeding in accordance with the Laws of Kenya.

15.4. The decision of the court on any disputes thereof instituted, shall be final and binding to the parties.

## 16. MISCELLANEOUS

15.5. These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.

15.6. This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.

15.7. Senti Capital Limited 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 the daily newspapers, on Senti Capital Limited website and/or by any other means as determined by Senti Capital Limited and any such variations and amendments shall take effect immediately upon publication.

- 15.8. No failure or delay by either yourself or Senti Capital Limited 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.
- 15.9. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 15.10. 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.
- 15.11. Any addition or alteration to these Terms and Conditions may be made from time to time by Senti Capital Limited and of which notice has been given to you by way of publication as provided in subparagraph 15.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

## 16. NOTICES

- 16.1. Senti Capital Limited may send information concerning the SENTI Account via SMS to the Mobile Network Mobile Phone number associated with your SENTI Account.
- 16.2. You acknowledge that you have no claim against Senti Capital Limited for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the SENTI Account.

## 18. DATA PROTECTION

- 18.1 In so far as Senti processes any personal data (including name, postal address, email address, mobile/telephone details, and other contact or personal details) which is acquired or collected in connection with this Agreement, Senti shall comply with the Data Privacy and Procedure Policy in line with the Data Protection Act of 2019, Laws of Kenya and in doing so shall:-
- 18.2 process the personal data only for the purposes of performing this Agreement and only in accordance with instructions contained in this Agreement;
- 18.3 not otherwise modify, amend or alter the contents of the personal data or disclose or permit the disclosure of any of the personal data to any third party without your consent;
- 18.4 implement appropriate technical and organisational measures to protect your personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

- 18.5 ensure that only Senti personnel who need to have access to your personal data are granted access to such data and only for the purposes of the performance of this Agreement and ensure that all of tSenti personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations set out in this agreement;
- 18.6 obtain prior consent from you before transferring personal data to any subcontractor and, if such consent is given, include in all contracts with such subcontractor provisions in favour of the Data Subject which are equivalent to those in this clause;
- 18.7 at no additional cost, provide you with such information as relates to your personal data that Senti has collected from you and within the timescales reasonably specified.

