

TERMS AND CONDITIONS

Introduction

In submitting the signed Loan Agreement to us, you agree to each of the terms of conditions set forth below (the "Terms").

Definitions and Interpretation

For the purposes of this Terms and the Odyssey Capital Limited's credit facilities, unless the context requires otherwise:

The words "*we*", "*us*", "*our*" and "*its*" refer to Odyssey Capital Limited.

The words "*you*" means the customer that enters into these terms and "*your*" shall be construed accordingly.

"*Account*" means your loan account with Odyssey Capital Limited.

"*Concord*" means the loan application platform through which a customer executes the Loan Agreement after making a loan application in the prescribed manner.

"*Loan*" means the principal amount of the loan made or to be made by us to you Odyssey Capital Limited from time to time or (as the context requires) the principal amount outstanding for the time being of that loan;

"*Credit Reference Bureau*" means a credit reference bureau duly licensed under the Banking Act 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 customer credit information;

"*Mobile Network Operator*" means a mobile network operator in Kenya registered with the Communications Authority of Kenya;

Our Credit facilities

The Services offered by Odyssey Capital Limited are intended solely and can only be utilized by persons who are 18 years or older and are legally capable of entering into a legally binding contract. Any use of our services by anyone who does not fit these criteria is unauthorized and in violation of these Terms.

Odyssey Capital Limited reserves the right to decline your 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.

We reserve the right (in our sole and absolute discretion) to issue, decline to issue a loan and/or vary the terms of any loan depending on its assessment of the credit profile of each individual customer from time to time.

You agree to not use our services to conduct any activity that would constitute a civil or criminal offence or violate any laws both locally or internationally. You agree not to attempt to interfere with the concord application or security features or to gain unauthorized access to our systems.

Upfront fees

You agree to pay us non-refundable fees as defined below prior to signing the Loan Agreement in respect of all expenses including without limitation fees incurred by us in connection with the processing of your loan application, approval, legal fees for preparation of the contract, execution and disbursement of our credit facilities to you.

You hereby agree to pay to Odyssey Capital Limited the fees: -

Facilitation Fees - means legal and appraisal fees which are computed using the principal loan amount applied for.

Processing Fee - means a 3% charge on the principal loan amount applied for in order to process the loan. The processing fee is payable directly to the Company.

Consumer Insurance

You acknowledge and agree that you are required to take out consumer insurance over the financed electronic.

In the event of loss or damage of the electronic, you will be required to have completed paying/have paid at least 50% of the loan amount for the electronic to be replaced or repaired.

The Insurance policy, claim eligibility and process shall be read together and apply with these Terms and Conditions.

Personal Information

You agree to provide us with accurate personal information, such as your email address, cell phone number, mailing address, Identification Number ("ID") or Passport Number and such other information that we may deem relevant in order to complete your application.

You hereby agree and authorize us to verify information provided by you against the information held by third parties, that is, your employer or any Mobile Money Providers and others related sources in relation to your loan application and using of the Personal Information to the extent necessary in our the opinion.

You hereby agree and authorize Odyssey 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 Bureau. The Credit Reference Bureaus provide a credit profile and possibly credit scores on your creditworthiness, subject to the credit record.

Odyssey Capital Limited reserves the right to supply consumer credit information to the Credit Reference Bureaus, and in this regard: you confirm that Odyssey Capital Limited may transmit to the Credit Reference Bureau information on opening and termination of an Account by you.

You hereby further agree to indemnify and hold Odyssey Capital Limited and the third parties 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.

Odyssey Capital Limited reserves the right to request for further information from you pertaining to your loan application for credit facilities at any time. Failure to provide such information within the time required by us may result in us declining to accept your Loan application.

We may (if necessary) disclose your personal information to fraud reporting agencies, and to any person we may appoint to assist in enforcement of this Terms and the Loan Agreement.

Text Messaging

By agreeing to these Terms, you authorize us, our assigns, successors or servicing agents to send SMS Statement Notifications to any phone number(s) provided to us by you, in connection with your relationship with us, including your application, any loans with us, and any other agreements with us. This applies to any phone numbers you provide now or in the future.

As used in this Terms "SMS Notifications" means any SMS (text message) or equivalent mobile communications from us to you pertaining to your loan phone numbers provided in connection with this loan, including but not limited to payment information, pending documents, account information, due dates and other relevant information pertaining to your loan account.

Use of Concord

You will use Concord to sign your Loan Agreement. The invitation to sign will be received through your email or one of our representative's email. Odyssey Capital Limited will be entitled to assume that any loan agreements entered into through electronic channels have been authorized and entered into by you.

If you access and use the concord application, you will be deemed to have read, accepted and agreed to be bound by and comply with these Terms. If you do not agree to the Terms you are not authorized to execute the Loan Agreement.

You will notify us immediately if you become aware that any unauthorized person may have access to your email address where a link with the Loan Agreement will be sent upon approval.

You will accept the terms of the Loan Agreement telephonically and through affixing your signature mark as prescribed in the Loan Agreement. During this telephone call and by using concord, we will confirm the upfront fees, your monthly installment, the repayment period of the loan, the interest rate, insurance costs (applicable), the total amount payable and the dates of the first, subsequent and final installments.

Odyssey Capital Limited may implement any authentication procedure it believes necessary for customer authentication when executing the Loan Agreement and the electronic record will be proof that you accepted these terms prior to executing the Loan Agreement.

The Loan Agreement is concluded through electronic channels at our offices or at Partner stores at the time when you execute the Loan Agreement which indicates that you accept the terms contained in the Loan Agreement.

General Conditions

Odyssey Capital Limited purchases the electronic directly from our Partner stores. Select partner electronic retailers and stores shall apply with regards to the financing.

The terms of the loan and the interest rate payable in relation to each loan application will be communicated to each individual borrower at the application stage.

Rates may be adjusted upon approval and these adjustments are based on your creditworthiness.

Indemnification

You hereby agree to indemnify, defend and hold Odyssey Capital Limited, its directors, officers, shareholders, subsidiaries, affiliates, agents and licensors harmless from and against any and all liability, losses, damages and costs, including, without limitation, reasonable attorneys' fees, arising from your use of our services.

Severability

These Terms are severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions which will continue to be valid and enforceable to the fullest extent permitted by law. Any disputes arising out of the Terms or our services offered will be resolved in accordance with the laws of Kenya.