

NIVUSHE PLUS

TERMS AND CONDITIONS

1. AGREEMENT

This agreement contains directives governing the application of the Mixx by Yas cash loan named Nivushe Plus, the acceptance of which constitutes a binding contract between the Customer and Mixx by Yas. These Terms and Conditions shall apply to the Customer immediately upon subscription of the services and shall continue during the pendency of the license granted to the company and any renewal thereof unless terminated by either party according to the Terms and Conditions herein.

2. DEFINITIONS

- 2.1. **“Agreement”** means these Terms and Conditions and any orders or any other specific terms (such as a quote or purchase order) applicable to the Services.
- 2.2. **“Credit Reference Bureau”** means a credit reference bureau duly licensed under the Bank of Tanzania Act, 2006 pursuant to the Bank of Tanzania (Credit Reference Bureau) Regulations, 2012 to, amongst others, to collect and facilitate the sharing of customer credit information.
- 2.3. **“Fees”** means all the Fees applicable for the service and include interest rate, a penalty fee, administration fee, processing fees, service fees and any other fees for the loan as communicated from time to time under this Agreement and includes any charges and applicable taxes thereon under the laws of the United Republic of Tanzania.
- 2.4. **“Grace Period”** means a specified period during which customers are exempt from incurring penalty fees for loan repayments past due date. The Grace Period for the service is defined as a period of either 24 hours or 48 hours depending on the product type from the due date of the loan repayment. During this time, no penalty fees will be charged.
- 2.5. **“Know Your Customer”** also known as KYC refers to the customer due diligence obligations imposed on Mixx by Yas by relevant laws and regulations and as may be prescribed or recommended by the Government, Tanzania Communications Regulatory Authority (TCRA) or the Bank of Tanzania (BOT) or any other relevant authority from time to time.
- 2.6. **“Nivushe Plus”** means a loan service provided by Mixx by Yas, giving customer the loan value directly to your Mixx by Yas Account.
- 2.7. **“Yas”** means Honora Tanzania Public Limited Company incorporated in Tanzania as a limited liability company under the Companies Act (Cap 212 of the Laws of Tanzania).

- 2.8. “Mixx by Yas Service”** means the money transfer and payment service provided by Yas through the Mixx by Yas System.
- 2.9. “Mixx by Yas System”** means the system operated by Mixx by Yas in Tanzania for the provision of Mixx by Yas Service using the Network.
- 2.10. “Mixx by Yas”** means your mobile money store of value, being the record maintained by Yas of the amount of money from time to time held by you in the Mixx by Yas System.
- 2.11. “Mixx by Yas Subscriber”** means any person registered to use the Mixx by Yas System to send, receive money, make payments, or carry out any financial services offered by Mixx by Yas in partnership with a financial institution. Mixx by Yas Subscriber is interchangeably used with Mixx by Yas Customer or simply Customer.
- 2.12. “Personal Information”** means any information relating to an identified or identifiable natural person and an identifiable person can be identified, directly or indirectly in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.
- 2.13. “Loan Service Provider”** means a Bank or Financial Institution with a lending license partnering with Mixx by Yas to provide the Service to the Customer.
- 2.14. “Service”** means Nivushe Plus loan facility.
- 2.15. “Loan Term”** means the period expressed in days from the date that the Customer takes the loan to the due date.
- 2.16. “Due Date”** means the specific date by which the Customer must repay the loan, including any principal, interest, or fees, to avoid penalties or negative impacts on creditworthiness.

- 2.17. “Penalty Fee”** is a charge to a Customer after the grace period has passed due to late payment of their outstanding loan.
- 2.18. “Total Repayment Amount”** is the total sum of the user's principal loan, interest, and Fees for delayed repayment
- 2.19. “Auto Deduction”** means that loan payments are automatically taken from your Mixx by Yas Wallet upon the expiry date of your loan period.
- 2.20. “You” or “Your”** means the Customer and includes the personal representatives of the Customer.
- 2.21. “Customer”** means a person who successfully subscribes and can use any Mixx by Yas Service through any media.
- 2.22. “Website”** refers to the Mixx by Yas section on the website address found at www.Yas.co.tz;

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1.** Before registering for the Service, you should carefully read and understand these Terms and Conditions as they govern the access, use, and operation of the Service. These Terms and Conditions of Use are available on Yas’s website.
- 3.2.** If you do not agree with these Terms and Conditions, please click the “Decline” function/option.
- 3.3.** You will be deemed to have read, understood and accepted these Terms and Conditions upon clicking on the “Accept” function/option requesting you to confirm that you have read, understood and agreed to abide by these Terms and Conditions; and or by using or continuing to use and requesting for the Service.
- 3.4.** Terms and Conditions will be updated from time to time, and you are expected to accept the new Terms and Conditions before taking another loan.

4. REGISTERING AND USING THE SERVICE

4.1. Eligibility

4.1.1. Only Mixx by Yas Customers with active Mixx by Yas accounts will be eligible for Service.

4.1.2. The Service will be given to Customers who are credit-worthy.

4.1.3. Creditworthiness (credit score) shall be determined and decided by Mixx by Yas in accordance with the set criteria.

4.1.4. Your credit score will be assessed from more than one feature including the information obtained from your use of Yas and Mixx by Yas Services, repayment history on your active and closed Nivushe Plus loans, information provided by Credit Reference Bureau (CRB) and any other sources deemed useful.

4.2. The eligible amount will be updated from time to time depending on the Customer's wallet activity and credit history.

4.3. Based on Customer performance, the service limit might increase or decrease. Positive performance will result to a growth in the service limit. Negative performance will result in a reduction of the service limits or outright revocation of the Service.

4.4. Customer will not be able to utilize the Service above his/her allocated service limit.

4.5. During loan term, for all loan products there will be no Auto-Deduction on the Customer Mixx by Yas Wallet, and the Customer may choose to repay on their own.

- 4.6.** During Grace Period, Mixx by Yas shall initiate auto deduction without penalty fee provided the customer has deposited money in Mixx by Yas Account and shall be deemed the customer to have repaid the loan.
- 4.7.** After Grace period, there shall be auto deduction on the Customer's Mixx by Yas Wallet and shall attract a penalty fee.
- 4.8.** Upon application of the Service, you will receive a confirmation message.
- 4.9.** If you are not qualified for the Service, you must continue to transact on Mixx by Yas to build a transaction history and enhance your credit score (creditworthiness) to be eligible.
- 4.10.** You may check your allocated loan limit using the appropriate menu option provided on your equipment through Mixx by Yas Menu, Mixx by Yas App and any other channel.
- 4.11.** We may from time to time prescribe the minimum and maximum loan limit you may be able to get on the Service, such limit will be communicated to you through SMS, Mixx by Yas Menu and Mixx by Yas App, upon request.
- 4.12.** The Service is subjected to review from time to time and Mixx by Yas reserves the right to vary your limit.
- 4.13.** Mixx by Yas and the Loan Service Provider may exchange any of your Personal information held by them in respect of provision of the Service. Such Personal information includes information that will enable Mixx by Yas and the Loan Service Provider to identify you and comply with regulatory "Know Your Customer" requirements.

5. LOAN REQUEST

When you apply for a loan, Mixx by Yas will give you the following information:

- 5.1.** The amount you decide to borrow ("Loan Amount / Loan").
- 5.2.** The total length of the loan calculated from the day that the loan is made available to you ("Loan Term").
- 5.3.** The total fees will be displayed to you on the screen as "Fees" and "Fees" rates are expressed in percentage (%).
- 5.4.** The date or dates by which you need to pay back the full Loan Amount or a portion thereof depending on whether your Loan repayment is once-off or in multi-installments ("Due Date/s").

5.5. The fee for not paying the loan and interest thereof on the Due Date (“Penalty Fee”).

5.6. You will not be charged a Fee higher than what was quoted in your loan application for any period during which the Loan Amount remains outstanding.

6. LOAN PAYMENT

6.1. Important notice: by accepting these Product Terms and Conditions you are expected to repay the Loan Amount and interest thereof in full before or on the due date. Customer can use Mixx by Yas channels to repay the loan and interest thereof in full.

6.2. If any part of the loan remains unpaid past the Grace Period, the service shall attract a Penalty Fee, and any funds deposited in Mixx by Yas account shall be auto deducted until the loan has been paid in full.

1.6. Mixx by Yas shall

1.6.1. Send reminder messages from time to time to remind the Customer of the due date for loan repayment.

1.6.2. Send reminder messages to repay the loan past the due date.

1.6.3. Call the Customer through our Call Center to make arrangements for repayment.

1.6.4. In the event of non-payment, we may engage external debt collectors to recover the outstanding balance, and the Customer may be liable for any additional fees. Default will also be reported to the Credit Reference Bureau.

7. FEES AND CHARGES

- 7.1.** You are responsible for the payment of all applicable Interest and Fees for the use of the Service.
- 7.2.** All Interest and Fees are deducted at source and are subject to change at any time at our sole discretion.
- 7.3.** Interest and Fees payable under the Service will be deducted from your Mixx by Yas Account. You shall pay to Mixx by Yas and hereby accept that Mixx by Yas is entitled to deduct from your Mixx by Yas Account (without reference to you) any transaction Interest and Fees payable in respect of the Service.
- 7.4.** Except notified, Fees are inclusive of all applicable taxes inclusive of Value Added Tax, Excise Duty and any other taxes including levy where applicable at the prevailing rate. You hereby agree to pay all Applicable Fees.
- 7.5.** All repayments are inclusive of any taxes payable as required by the United Republic of Tanzania.
- 7.6.** You hereby irrevocably grant Mixx by Yas the permission to revise the Fees upon any changes to taxes applicable.

8. DEFAULT

8.1. At any time after default has occurred, Mixx by Yas has the right to:

- 8.1.1.** call the Customer to demand full loan payment. Mixx by Yas has the right to assign outbound calls to external debt collectors for the recovery of non-performing loans.
- 8.1.2.** terminate or vary the business relationship with you and Mixx by Yas may terminate the Service which it has granted and require the repayment of the outstanding loan amount resulting from this within a timeframe it has determined.
- 8.1.3.** submit such information (i.e., Event of Default) to Credit Reference Bureau as when needed or in line with applicable laws or any other regulatory body.

9. YOUR INFORMATION USAGE

9.1. Mixx by Yas and the Loan Service Provider will only use your Personal Information as set out in the applicable law.

9.1.1. When you accept the Terms and Conditions, you agree that Personal information may be used to assess if we can offer the loan amount to you. It specifically includes your mobile phone number, your name and surname, date of birth, identity or passport number and all information about your Yas Mobile Money Account and how you use it and the information in your application for the Service.

9.1.2. You also agree and allow Mixx by Yas to get, give out, record and or use your Personal Information and information on your use of the Service. This includes sharing this information with Credit Reference Bureau to (amongst others) conducting credit checks or reporting to the Credit Reference Bureau as may be market custom or required by law and other third party, including the Loan Service Provider, as may be authorized under applicable laws.

9.2. You hereby expressly consent and authorize Mixx by Yas to disclose, receive, record or utilize your personal information or information or data relating to your Mixx by Yas Account and other Yas Services with respect to the loan granted under the Service and any details of your use of the Services:

9.2.1. For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and

9.2.2. In business practices including but not limited to quality control, training and ensuring effective systems operation.

9.2.3. You authorize Mixx by Yas to disclose any information relating to your Mixx by Yas Account to any local or international law enforcement or governmental agencies to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud or to any other institution or third party as required by the laws of any country and as we may deem necessary.

9.3. You authorize Mixx by Yas to disclose, respond, advise exchange, and communicate the details or information pertaining to your Mixx by Yas Account and or your loan details to third parties involved in the administration of your Mixx by Yas Account and Facilities, updating of databases, or provision of user support.

10. TERMINATION, CHANGES AND SUSPENSION

- 10.1.** Mixx by Yas may at any time, terminate or vary the business relationship with you and suspend or discontinue your registration and or access to the Service:
- 10.1.1.** If you use the Service for unauthorized purposes or where Mixx by Yas detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Service.
 - 10.1.2.** If your Mixx by Yas Account or agreement with Yas or Mixx by Yas is terminated for whatever reason.
 - 10.1.3.** If Mixx by Yas is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator, or other competent authority to that effect or necessitating it.
 - 10.1.4.** If Mixx by Yas reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any amount due from you where applicable).
 - 10.1.5.** Where your Mixx by Yas Account becomes inactive or dormant or is deemed recycled.
 - 10.1.6.** If Mixx by Yas decides to suspend or cease provision of the Service for commercial reasons or for any other reason as Mixx by Yas may determine.
- 10.2.** You may cancel registration for the Service at any time through your device. However, you shall not cancel registration if you have an outstanding and unpaid Loan, Overdue Amount or unpaid Fees.
- 10.3.** Termination shall not affect any accrued rights and liabilities of either party and shall not affect your obligations to meet any liabilities incurred prior to such termination.
- 10.4.** Mixx by Yas may terminate the relationship with you and suspend your access to the Service if you fail to repay the loan together with any outstanding Fees within the loan term.

11. CHANGES AND UPDATES

- 11.1.** Mixx by Yas may add, update or change these Terms and Conditions at any time at its discretion.
- 11.2.** Mixx by Yas may amend Fees and charges or add/reduce existing Fees and charges at any time; as a direct result of new legislation, statutory instrument, Government regulations or licenses, imposition, or alteration of government tax or as a result of any review of Mixx by Yas business planning, changes within the industry, recommendations from regulatory bodies or for such other reason as it may in its sole discretion determine.
- 11.3.** Mixx by Yas will try to let you know in advance if it amends these Terms and Conditions. The type of notice that Mixx by Yas will give you will follow the necessary channels that apply and are available at that time. (For example, Mixx by Yas may notify you by telephone (including recorded message or text SMS) or by an advertisement in a daily or weekly newspaper or on its website or social media or any other means). The changes may occur before or after the notification about them. You are further advised to visit Mixx by Yas website from time to time to view the changes in case for unforeseen reasons you may not have received the updates notification.

12. DUTY TO SAFEGUARD YOUR SENSITIVE INFORMATION

You agree that you will be solely responsible for the safekeeping and proper use of your mobile device and for keeping your Mixx by Yas PIN used to operate your account secret and secure. You will ensure that your Mixx by Yas PIN does not become known or come into possession of any other person without your permission. Mixx by Yas will not be liable if you share your Mixx by Yas PIN with anyone else and it results in any losses for you.

13. NO LIABILITY

- 13.1.** Mixx by Yas or Loan Service Provider will not be responsible for any loss or damage, caused by or related to your application for or your use of the Service.
- 13.2.** Mixx by Yas shall not be liable for any failure to comply with these Terms and Conditions.
- 13.3.** Mixx by Yas shall not be liable for any failure or malfunction of your equipment.

14. GENERAL

If a duly appointed arbitrator, court, or administrative body (with jurisdiction) finds any provision of these Terms and Conditions invalid or unenforceable, this will not affect the rest of the provisions.

15. GOVERNING LAW

These Terms and Conditions shall be governed by the laws of Tanzania and any dispute or differences arising out of or in connection with this Service shall be subject to the exclusive jurisdiction of the courts of Tanzania.

16. COMPLAINTS & RESOLUTION PROCESS

16.1. In case of any assistance from Yas, you may Call 100 (Customer Care). For more details, visit <https://www.Yas.co.tz/Yas-pesa/> or visit nearby Yas Shop.

16.2. In cases where customer care is unable to assist you and you need further assistance, you may escalate to complain@Yas.co.tz mentioning in detail the nature of the complaint including when and where it happened.

16.3. In cases where you are not satisfied with the overall experience with Yas or the issue is still unresolved after intervention from Yas Management, you are advised to contact Tanzania Communication Regulatory Authority (TCRA) or Bank of Tanzania (BOT).

16.4. How to contact us:

For product or account inquiries or service complaints, you can visit our:

Head Quarters: Honora Tanzania Mobile Solutions Limited

P.O. Box 2929, 29th Floor, PSSSF Commercial Complex

House No. 24, Sam Nujoma Road

16102 Sinza C Street, Dar-es-Salaam, Tanzania

Email: customercare@Yas.co.tz

Phone: +255 716 123 103

Website: www.Yas.co.tz

