



ENABLING FINANCE LIMITED

LEGAL DEPT

TERMS AND CONDITIONS FOR FINABL R LENDERS

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1. Introduction

1.1. This agreement outlines the terms and conditions (the "Terms") between you (a "Lender" or "you") and Enabling Finance Limited ("EFL", the "Company", "Finablr", "we", "our" or "us") under which you agree to lend money through the Company's Business-to-customer credit matching software application (the "Platform") called Finablr to third party borrowers.

1.2. It is important that you read these Terms carefully. It is also important that you understand that Finablr is a business opportunity and therefore just like any other, there is a real risk of failure. **Your money may be at risk if one or more Borrowers fail to repay** a Loan Agreement to which you Matched yourself. EFL only guarantees the availability and custody of the borrower's collateral that can be disposed of to recover as much money as close to the entire outstanding loan balance as possible in the event of total failure to repay by the borrower following the terms stipulated in the general Terms and Conditions. We strongly recommend that you seek independent financial and tax advice when considering whether to lend your money through the Platform.

1.3. EFL does not provide any advice, nor does it make any recommendations to you. The Company solely allows you access to pre-qualified registered Borrowers on the Platform. It is your responsibility to assess whether the Platform is suitable or appropriate for your needs and any decision made to use our Services is done so entirely at your own risk. Please be aware that execution of these Terms does not imply that we have confirmed that use of the Platform and our Services are suitable or appropriate for you. We advise you to consider whether lending through the Platform meets your required risk levels and investment objectives, and you should only commit such funds that you are able to financially bear the risk of losing considering your other financial commitments. By using the Platform, you confirm that you have the necessary experience and knowledge to understand the risks involved, or are able to take advice from a relevant qualified investment professional or advisor to assist you in understanding the risks involved.

1.4. You confirm your agreement to these Terms either by registering on our online or offline application system or by signing a physical copy of these Terms and returning them to us. You should read these Terms carefully before making an online application or signing a physical copy of them and you should retain a copy for future reference. Please refer to clause [18.1](#) for information regarding future amendments to the Terms.

1.5. Where the Company has published a document which is referred to within these Terms (such as a policy, agreement or Terms and Conditions' document), that document shall also form part of these Terms and shall be deemed to have been agreed to by you. In the event of any conflict between these Terms and a document referenced within them, these Terms shall prevail.

2. Definitions and Interpretation

2.1. The following definitions should be read carefully as they provide important explanation and guidance on interpretation of the language used in these Terms.

“Business Day” means a day (other than a Saturday, Sunday or Public Holiday) when banks in Uganda are open for business.

“Collection Account” means the designated EFL account where your funds are held in trust upon execution of the loan agreement prior to disbursement to the borrower or upon repayment by the borrower prior to disbursement to the lender less transaction fees.

“Credit Approval Team” means the Company's credit committee which evaluates and approves all applicants (lenders and borrowers) against the requirements for subscription to the Platform.

“Event of default/default event” means an event where a Borrower defaults under a Loan Agreement and fails to remedy that default in accordance with that Loan Agreement.

“Information” means any of the information that can be viewed or downloaded from the Website (including the Platform) and includes, but is not limited to, data, pricing information, terms, images, reports, policies and software and also includes any copyright, Intellectual Property Rights, Information Technology or other commercially valuable property of the Company.

“Information Technology” means all computer hardware (including network and telecommunications equipment), databases, and all computer software (including the Platform or any software required for the Platform) owned, used or leased by the Company.

“Intellectual Property Rights” means all patents, rights to inventions, copyrights and related rights, trade marks, business names and domain names, rights in get up, goodwill and rights to sue for passing off, database rights, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, whether registered or unregistered, including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim property from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Borrower” means an individual or legal entity that has applied and has been approved by the Company's Credit Approval Team to participate as a borrower on the Platform.

“Lender” means you and/or another lender (including, without limitation, EFL) registered onto the Platform, as the case may be.

“Lending Commitment” means a commitment by a Lender to lend money through the Platform on the terms agreed upon with a borrower matched on the platform. This is

expressed upon accepting a loan request or countering a loan request that is in turn accepted by a borrower.

“Loan Agreement” means a loan agreement governing a particular transaction between a matched Lender and Borrower on the platform.

“Match”, “Matches”, “Matched” or “Matching” refers to the process of matching a Borrower with a Lender by initiation on the platform by you and execution by way of a duly signed Loan Agreement by a Lender. It could also refer to a borrower and lender that have reached an agreement on terms deliberated upon on the platform and are awaiting transaction scheduling by EFL.

“Borrow” refers to the section of the platform where any interested borrower navigates to begin the process of submission of his/her loan request. It could also refer to the initiation of a loan request by a borrower.

“Lend” refers to the section of the platform where an interested lender navigates to match submitted loan requests with his/her loan offers by way of accepting or countering. It also means the initiation of a lending commitment.

“Tips” refers to the section of the platform where a you can find information that may present as helpful in guiding your usage of the platform.

“My account” means your personalised area of the Platform which shows your registered names, collaterals and their respective values, email address and phone contact, ‘active’, ‘closed’ and ‘delinquent’ borrowing commitments and the option of adding collateral to one’s account to increase one’s borrowing limit.

“Platform” means the mobile application-based Business-to-Customer lending service provided by EFL named ‘Finablr’ and includes all secure areas of the platform in addition to any technology made available to Lenders.

“Provision Fund” means the discretionary compensation fund available in the default event where a Lender has received only part or no payment at all from the matched borrower, against interest or late fees overdue, over a period of atleast 2 (two) months into the agreed loan term.

“Provision Fund Committee” means the EFL-designated committee that manages claim applications to the Finablr Lenders’ Provision Fund.

“Security/collateral” means any mortgage, asset, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interests declared to be used as a contingency to recovery of borrowed moneys in the event of default.

“Security Trustee” means any trustee company or service provider assigned by EFL to hold in trust all Securities declared by Borrowers pursuant to Loan Agreements.

“Attachment Period” is the notice period issued to the borrower by the designated EFL bailiff before sale/disposal can be effected.

“Service Providers” means all third party suppliers who provide either a service or product to the Company which we use to provide the Services.

“Services” means the utility provisions on the Platform and other related and additional services including, without limitation, the provision of credit reference information, online identification verification software, credit finance applications and the technology that supports our Website and Platform.

“Enabling Finance Ltd (EFL)” means the Company and any subsidiary of EFL.

“Website” means www.enablingfinancelimited.com and any other social media platforms owned and run by EFL.

3. Interpretation

3.1. In these Terms, the following rules of interpretation shall apply:

(a) clause and paragraph headings shall not affect the interpretation of these Terms;

(b) a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assignees and permitted transferees;

(c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; and

(d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

4. Legal and Regulatory Information

4.1. Enabling Finance Ltd is a limited liability company registered in the Republic of Uganda (registration number 209110) with its registered address at Plot 2185, Najera, Bulabira P.O Box 12284, Kampala. The Company is authorized, licensed and regulated by the Uganda Microfinance Regulatory Authority (UMRA) under License No. 0332ML and the interim permissions for 'Business-To-Customer lending platform activity' are covered by UMRA. The Company is the proprietor and operator of the Finablr Platform. Under the terms of this Agreement, the Company manages and regulates the platform on which Lenders and borrowers Match each other into Loan Agreements and also makes arrangement for payment of fees, interest and capital (principal) received from Borrowers to be paid to you. The company originates the Loans Agreements with Borrowers, to which you Match yourself upon your initiation in the app, and also monitors and manages the legal documentation relating to such Loan Agreements and administers the means by which the Loan Agreements are honored, interest and any late fees thereupon is collected and forwarded to Lenders less a commission charge. Where necessary, defaulting Borrowers are engaged by the company before their collaterals are ultimately attached for disposal, in the absence of alternative solution, through joint venture by all parties involved; borrower, lender and EFL in accordance with the stipulated [terms of security disposal](#).

4.5. Enabling Finance is not authorized or regulated to provide Lenders with advice on the Loans they enter into, nor to provide any other designated investment service regulated by UMRA. Nor does EFL provide any fiscal, financial, legal or other professional advice to Lenders. Any such information that may be shared is intended to serve simply as knowledge for your consumption as you deem fit.

5. Basis of Agreement

5.1. These Terms and the terms of any Loan Agreement in which you are matched constitute the terms on which you agree to lend money to third party Borrowers on the Platform.

5.2. The Terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in these Terms.

5.3. Any valuations carried out by an independent surveyor (in the case of real estate), vehicle or electronics appraiser or any assessments by our Credit Approval Team are provided for the assessment and pre-qualification of potential Borrowers with their proposed Security. Such valuations and assessments are for the benefit of the Company only and shall not form part of these Terms or any Loan Agreement even if displayed to you.

5.4. These Terms apply to any Services we provide to you, to the exclusion of any other terms that may be imposed or incorporated, or which are implied by trade, custom, practice or course of dealing, save where any such terms are agreed by us in writing.

6. Lender Representations and Warranties

6.1. Representations and warranties are statements and promises made by you to the Company upon which we rely as being accurate in our dealings with you. You make the following representations and warranties to us at the time of entering into these Terms and every time you use the Platform or Services, including the time you make a Lending Commitment or are Matched to a Loan Agreement:

- a) you are a registered and licensed money lending entity operating under the laws of the Republic of Uganda or;
- b) you are a willing private investor that has consented to lending by investment through Enabling Finance Ltd under the same lending terms stipulated in this document with full intent to acquire your own lending license within 24 (twenty Four) months of operation on the platform.
- c) you are of sound mind and have the capacity to enter into these Terms and be Matched into a Loan Agreement;
- d) all business and personal information that you provide about yourself is accurate and true to the best of your knowledge;
- e) you hold a bank account or Mobile Money/Airtel money account in your own names and will use this account to transfer money to our Collection Account and any repayment to you will be repaid to this account less commissions due to us, except where we are notified by you in writing.
- f) you have carefully considered the risks involved with using the Platform, the Services and being Matched to Loan Agreements and also the risks associated with Business-to-Customer lending platforms, including but not limited to the possibility of losing all the money you lend;
- g) you will only ever lend your own money unless you are authorised on behalf of a third party and we agree that you may act on behalf of that Third Party. We may request that you provide written authorisation from the Third Party confirming you have the necessary authority to deposit and lend money on their behalf;
- h) if you are registering or accepting these Terms on behalf of a legal entity such as a company, trust or partnership, you are legally authorised to do so and we may request evidence of such legal entitlement (by way of a copy of any document which shows the valid and subsisting authorisation);
- i) you have only registered as a Lender once with EFL and you only hold one Account, except where you have registered as a Lender in your personal capacity and have disclosed to us that you are seeking to register as a Lender on behalf of a separate legal entity or a Third Party;

- j) you are not breaching any laws or regulations that are applicable to you or any company, trust or partnership upon whose instructions you are acting; and
- k) your use of the Platform or being Matched into Loan Agreements does not violate any laws or regulations applicable in your country of residence.

7. Risk Acknowledgement

7.1. You acknowledge and confirm that you have carefully considered the risks involved in lending your money through our Platform and that your participation in any Loan Agreement is entirely at your own risk.

7.2. You acknowledge that by making a Lending Commitment and being Matched to Loan Agreements you are engaging in Business-to-Customer lending and that at no time do you, as Lender or private investor, lend money to the Company.

7.3. You understand that you risk losing your money where a Borrower you have Matched yourself to defaults on repayments or on payments of interest and the Company has no liability for any such loss and that you are not protected by the Uganda Government Deposit Protection Fund.

7.4. Where steps are being taken to enforce attachment and disposal of Security, you are aware that the recovery process may result in delays in returning any monies due to you.

7.5. You acknowledge that the Provision Fund is a discretionary fund and the Provision Fund Committee is not obliged to provide compensation to you should a Default Event occur. You acknowledge that the Provision Fund does not perform the same function as the Uganda Government Deposit Protection Fund.

7.6. You acknowledge and confirm that you have made your own independent decision to make Lending Commitments and that your decision is based on such information as you deem appropriate under the circumstances and is without reliance upon the Company.

7.7. You confirm that the Company has not offered you any investment advice, nor have you received any investment advice from them, relating to the suitability of the pre-qualified borrowers, and your participation in any Loan Agreement through the Platform is done so entirely at your own risk. If you are in any doubt, we strongly recommend that you seek independent advice from an authorised and approved financial or legal advisor.

7.8. You acknowledge that, subject to these Terms, you will not be entitled to receive repayment of any money until the Borrower to whom you have lent money has made a repayment in accordance with the terms of the applicable Loan Agreement with the

exception of the event that the EFL Provision Fund committee approves your application for a repayment from the Provision Fund as elaborated upon in Clause 10.

8. Platform Access and Use

8.1. The Platform and Website is, at all times, subject to our Website Terms of Use.

8.2. Secure access to the Platform is provided by way of a 6-digit access code linked to your email address and issued to you upon successful registration. These log-in credentials are unique to you and are the primary method of securely identifying you when delivering our Services to you. It is therefore extremely important that you keep your access code secure at all times and do not store it on a device or computer that would permit someone else to impersonate you.

8.3. If you suspect that your secure access to the Platform has been compromised in any way, it is your responsibility to contact us.

8.4. You confirm that you will not provide your access code to any third parties and, in the event of any breach of this clause, you shall be responsible for any actions performed on your account by any such third party.

8.5. You confirm that you will only use our Platform for the purposes set out in these Terms.

8.6. You confirm that you will not attempt to gain unauthorised access to the secure areas of the Platform or website and furthermore you will not attempt to use code or software to manipulate or automate functions available on the Platform or Website.

8.7. You understand that we may store your IP address information and may monitor your use of the Platform or Website in accordance with our cookie policy.

8.8 Access to the Platform or Website may be restricted at the discretion of the Company, particularly during periods of maintenance and updating.

8.9. We have the right not to act on your instructions including where we deem that your instruction was not sufficiently clear, or we could not verify your identity to our satisfaction, or the instruction was not made by you, or we believe that the instruction may be related to an illegal activity.

8.10. You are responsible for any telecommunication costs, broadband fees or data charges that you incur through your access to the Platform.

9. The Lending Process

9.1. You acknowledge and confirm that, when you offer to lend money through the Platform, you will be offering your money to be lent through the Platform to a Borrower through Business-to-Customer lending and you are not lending money to the Company.

9.2. In order to lend money using the Platform, you must make a Lending Commitment through the Platform by accepting a borrower's loan request or countering and subsequently having your counter-offer accepted by a borrower.

9.3. You may make one or more Lending Commitments provided that you have no pending matched loan commitment awaiting funds transfer from you to the collection account.

9.4. You can send funds to the Collection Account by cheque, bank transfer or mobile/airtel money transfer or through Finablr tokens (coming soon). All funds must be sent from an account in your names. Once the funds have cleared, you will receive a confirmation of receipt of cash from EFL by way of text SMS, WhatsApp from our official business line, email from our official address or phone call.

9.8. Lending Commitments are revocable at no extra cost if the lender cancels before the borrower expresses commitment by way of signing the loan agreement. Beyond this point, cancellation shall attract a fine of 1% the amount committed to payable at the next disbursement by lender or deductible from funds payable to lender.

9.9. Lending commitments are irrevocable once the transaction has been effected by way of lender depositing funds to the collection account.

9.10. You hereby irrevocably appoint the Company as your agent to perform all duties relevant to the Loan Agreements for as long as these Terms remain in force and to manage the recovery processes where any Borrower has failed to make payments to you under any Loan Agreement or where a Default Event has occurred all in accordance with the terms stipulated in the General T&C's under 'Penalties and Fines and Recovery Enforcement'. As part of this recovery process, you provide us with the requisite authority to sub-contract this process to a third party to act on your behalf where necessary.

9.11. You agree that any Security provided by a Borrower shall be held by EFL or its Security Trustees and EFL shall be entitled to enforce the Security attachment on your behalf where necessary in accordance with the terms stipulated in the General T&C's under 'Penalties and Fines and Recovery Enforcement'.

9.12. You are not permitted to vary or cancel the terms of any ongoing Loan Agreement to which you are Matched as a Lender.

9.13. All of your Lending Commitments are visible to you within the 'Transactions' section of our Platform

9.14. The Company may, in its absolute discretion, repay all amounts, together with accrued interest, that may be owing to you at any time pursuant to a Loan Agreement or a Lending Commitment without prior notice.

9.15. The Company may, in its absolute discretion, disable your account and you will no longer be Matched with borrowers.

9.26. The lender may at any time before disbursement of cash, choose to personally view the collateral under declaration for use against the loan by the borrower for his/her satisfaction.

10. Provision Fund

10.1. The Provision Fund is a **discretionary** fund available to lenders experiencing a default event allowing them temporary cashflow relief against the outstanding interest and late fees payable by the defaulting borrower.

Note: The Provision Fund can only be applied to where a borrower has defaulted for a period of at least 3 (three) months.

10.2. The Provision Fund **provides cover for up to 100%** of the overdue interest and late fees as at the date the Claim Application was submitted to EFL by the lender, **less an EFL commission of 10% on top of the standard commission rate** deductible by EFL from interest and late fees due to the lender under ordinary business circumstances as described in section 12.

10.3. Any Lender who has suffered a delay as a result of a Default Event as described above may make a claim to the EFL Provision Fund Board, through our official email address, for compensation (in a ["Claim Application"](#) form).

10.4. The Provision Fund Committee shall review all Applications and shall have absolute discretion in deciding whether to accept or reject an Application as well as how much of the claim to repay. Where a claim is accepted, payments shall be made within 5 (Five) working days from the date of approval of the claim application.

10.5. The Provision Fund Committee shall not be required to provide an explanation or justification as to why any Application for compensation was accepted or rejected. However, it is EFL' commitment that all claim applications are considered fairly.

10.6. Once the claim has been paid out to the lender by EFL, all remittances to EFL and the borrower that follow on account of on-going repayments by the borrower shall revert to normal and be treated ordinarily as described in section 12.

10.7. Following a claim payout by EFL to the lender, the lender shall be free to make another claim application no less than 3 months later, in accordance with clause 10.1 above.

10.8. All lenders shall be eligible to make up to 3 (three) claim applications to the Provision Fund committee each year.

10.9. The Provision Fund Committee may, in its absolute discretion, make a payment from the Provision Fund to a Lender without any prior discussion with or notification to the Lender or in the absence of a Claim Application being received. Such payments may be made either in anticipation of a default event or any in other circumstances EFL may deem the action necessary. In this event, the lender shall not be liable to any charge from EFL.

10.10. EFL **does not provide any guarantees, to lenders, of repayment by borrower** or EFL against principles (Capital) lent, interest and late fees under any agreement.

11. Collection/Collection Account

11.1. The Collection Account is the designated EFL account where your funds are held in trust upon execution of the loan agreement prior to disbursement to the borrower or upon repayment by the borrower prior to disbursement to the lender less any commissions due to the company.

11.2. Due to clearing processes by third party service providers such as VISA or for external bank transfers, it may take cash disbursed by the lender or borrower up to 3 (three) working days to move between the sender's account to the Collection account and finally to the final recipient's account. In such cases, it shall be the duty of the payer to notify the concerned parties of the anticipated delivery dates and EFL's duty to have the loan agreement put into effect on the respective dates.

11.3. The Collection Account serves both to allow EFL collect on service fees, penalty fees and other applicable charges/fees from both borrowers and lenders as well as to provide an auditable track record of all transactions between borrowers and lenders.

11.4. The official EFL collection account details are as below:

INSTITUTION:	Stanbic Bank, Ntinda Branch	OR	Airtel Merchant
ACCOUNT NAME:	Enabling Finance Limited		Enabling Finance Limited
ACCOUNT NUMBER:	9030021053324		4336954

The company shall make an official communication to all stakeholders in the event of a change in the collection account details.

11.5. When you enter into this Agreement you are deemed to consent to this arrangement.

11.6. Where we cease to operate;

(a) the moneys standing to the credit of the Collection Account would then be rateably returned to the Lenders who had placed moneys and

(b) certain procedures apply that enable the distribution of these moneys as priority distributions to be overseen by any liquidator or administrator of the affairs of the Company.

11.7. Please note that we do not accept responsibility to you for the solvency of the bank at which the Collection Account is maintained.

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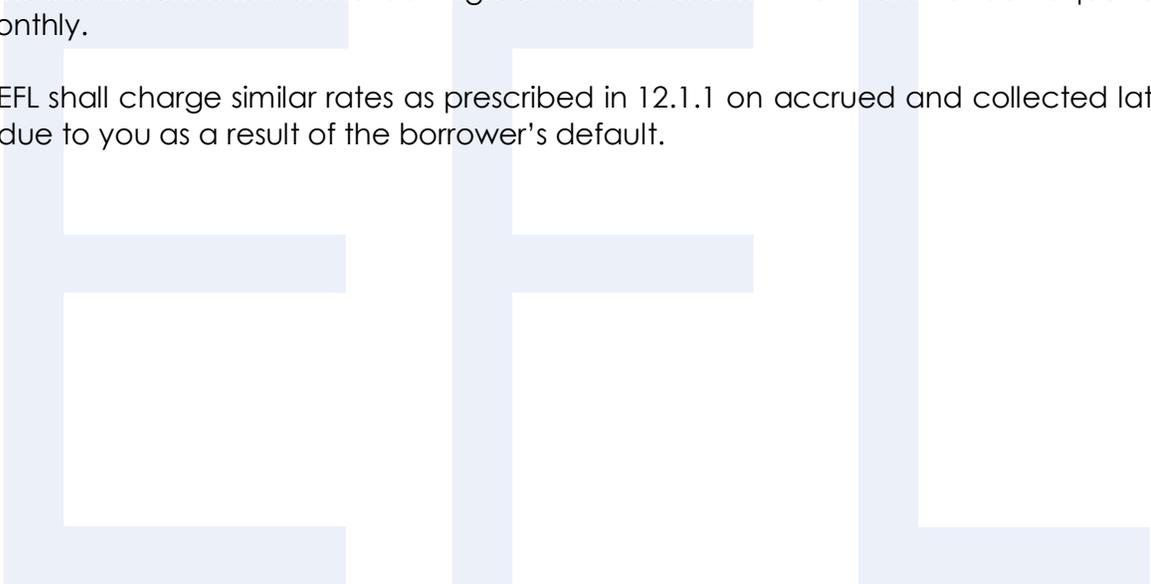
12. Interest Payment Policy, Service Fees and Late fees.

12.1. The lender shall start to accrue interest once the lender's cash is confirmed officially by EFL as received onto the borrower's account. The rate of interest that will accrue on the amount of your Lending Commitment shall be that rate set out and agreed upon between you and the borrower on the platform and emphasized in the loan agreement.

12.1.1. EFL shall charge all registered/licensed lenders a 20% commission on interest receivable by you from the payable loan deposits while for private investors, the commission shall be 30% on the interest receivable.

12.2. Accrued interest, less the EFL commission, shall be paid directly to your declared account from the collection account and such payments shall be made in accordance with the installment terms of the loan agreement but at a minimum remittance frequency of monthly.

12.3 EFL shall charge similar rates as prescribed in 12.1.1 on accrued and collected late fees due to you as a result of the borrower's default.



13. Collection & Reporting of Delinquent Loans.

13.1. Upon an event of default, the borrower shall be entitled to a **Seven (7)-day interest-free grace period**.

13.2. In the event the borrower has not paid up his/her outstanding sum **and no new arrangement has been agreed upon in writing** between the borrower and lender through EFL by the expiry of this grace period, the **borrower shall be issued with the first demand notice** allowing him/her **Thirty (30) days** to clear his/her outstanding balance. Late fees shall be applicable as indicated in the loan contract.

13.3. Upon expiry of the first demand notice, should there still be an outstanding sum payable by the borrower and no new written arrangement between the parties addressing the default, **a second thirty (30)-day demand notice** shall be issued by EFL to the borrower. This notice shall also serve as a **notice of intention to sell** the borrower's declared collateral.

13.4. Upon expiry of the second demand notice, should there still be any outstanding sum payable by the borrower and still no written arrangement addressing the default, **EFL shall proceed to attach the collateral for lawful disposal** by her designated bailiffs **at the borrower's cost**. The designated bailiffs may be required to issue the borrower **due-notice prior to disposal** of the collateral. This notice shall allow the borrower between 14-45 days depending on the collateral category before the collateral can be sold/disposed of.

NOTE: Please be informed that the time period for successful sale/disposal of collateral cannot be accurately established by EFL however statistics has it at 1-4 months. Therefore all lenders are advised to lend money they are able to wait for in the event of a prolonged recovery period.

13.5. Collateral disposal shall be executed either by way of public or private auction through various platforms including our 'Finablr Market place' as shall be communicated in advance to both borrower and lender and the public.

13.6. The proceeds of the disposal shall be used to fully compensate the lender and EFL of the entire outstanding loan balance. Additionally;

- i. EFL shall be entitled to a 5% finder's commission off the sale price should EFL acquire the buyer for the collateral through any lawful means including our 'Finablr Market Place'.

- ii. The lender shall be entitled to a 5% finder's commission of the selling price on top of the outstanding loan balance should he/she acquire the buyer for the collateral.
- iii. All balances (if any) beyond all outstanding sums payable to the lender by the borrower, shall be credited to the borrower.
- iv. A borrower shall retain the right to pay any outstanding monies and costs to redeem the security before it is disposed of. In this event, the sales commissions described in in i and ii above shall not be applicable and the borrower would only be required pay all other outstanding payables.

13.7. The determination of the forced sale price shall be at the discretion of EFL but taking into account both lender and borrower considerations. However, this shall be a minimum of 60% the appraised value of the attached collateral for the first declared auction date. Should a second auction date be required, the forced sale price shall be lowered to a minimum of 30% of the appraised collateral value. In some cases, a new appraisal may be required to reestablish the present value of a collateral in order to land at a fair disposal price. In this case this cost shall be incurred by the borrower.

13.8. Beyond the grace period but before maturity of the attachment period, the outstanding loan principal shall attract a late fee of 0.1% per day (3% per month) unless otherwise specified and agreed with the matched lender in the respective loan contract through EFL mediation. Upon maturity of the attachment period, the late fee shall be 0.083% per day (2.5% per month) as a sale is sought after. The 'Attachment Period' shall be defined as the notice period issued to the borrower by the designated EFL bailiff before sale/disposal can be effected.

14. Term and Termination

14.1. Except as otherwise terminated in accordance with the provisions below, these Terms shall commence on the date you register to open an account with the Company and shall remain valid and binding for as long as you have outstanding Loan Agreements or Lending Commitments.

14.2. These Terms may be superseded by any amended Terms in accordance with [clause 18](#).

14.3. These Terms may be terminated by you provided that you have no on-going matched Lending Commitments. Notice of termination must be provided in writing to the Company at least one (1) month in advance.

14.4. These Terms may be terminated by the Company at any time with one (1) months' advance notice.

14.5. Upon termination, the Company will return any funds due to you held in the Collection Account as well as pay, in accordance with the active loan agreement terms, all accrued interest and late fees to the same bank account used to send the money to us unless you have notified us in writing of any change of bank account details; all less any fees applicable.

15. Lender Identification

15.1. As part of the account opening process, through our application form you will be asked to provide personal and business information and preferences about yourself or your company as intending lenders on the platform. The Company will use this information to verify your identity as well as tailor our products and services to suit you.

15.2. You agree that that we may pass your personal information to our Service Providers or any other recognised Third Party Company solely for the purposes of verifying your identity, performing anti-money laundering checks and fraud prevention.

15.3. We do not have to accept you as a Lender or accept any funds from you until we have satisfied ourselves, at our absolute discretion, that we have sufficient and appropriate information to accept you as a Lender. We do not strictly have to give you any reason for rejecting or delaying an application from you as much as we always endeavor not to.

16. Limitation of Liability

16.1. Without limitation, neither the Company nor any directors, officers, employees, advisors, agents or Service Providers of the Company accepts any liability whatsoever for any losses arising from the following circumstances:

- (a) a Default Event;
- (b) any Platform downtime or system outage;
- (c) any decision by the Credit Approval Team;
- (d) computer viruses, malware or errors received by you through the Platform;
- (e) any tax payable by you;
- (f) use of the Platform by a third party using your access code as a result of your failure to keep such information confidential;
- (g) any due diligence or credit checks carried out by us about you; and
- (h) any failure of the platform to enable you match yourself to a Borrower.

16.2. Nothing in these Terms shall limit or exclude the Company's liability for fraud, death or personal injury.

16.3. EFL only guarantees the availability and custody of the respective borrower's collateral that can be disposed of to recover as close as possible to the entire outstanding loan balance, through joint sales effort of all parties involved, in the event of total failure to repay by the borrower. We strongly recommend that you seek independent financial and tax advice when considering whether to lend your money through the Platform.

17. Right of Set Off

17.1. We have the right to immediately and without notice set off any liability or debt that is owed by you to the Company.

18. General

18.1. The Company shall be permitted to make amendments to these Terms from time to time and shall notify you of such amendments in writing or by e-mail. You will be deemed to have accepted such amended Terms either by indicating your acceptance on the Platform or by making new Lending Commitments. For the avoidance of doubt, the Terms applicable at the time you make a Lending Commitment will not be amended for the duration of that Lending Commitment. Any further Lending Commitments which you make will be subject to the Terms in effect at that time.

18.2. You agree that the Company may assign its interest under these Terms to any third party without notice.

18.3. The Company's rights and obligations under these Terms are personal to you which means that you cannot assign them to another party without the explicit prior written consent of the Company.

18.4. The Company may record all telephone calls and other communications for the purposes of security and training.

18.5. You understand that the Company will endeavor to be open on all Business Days. However, its offices and telephone lines may be closed on weekends and over public holidays. Access to office may also be limited on Wednesdays and Fridays, however online platforms shall remain open on the same.

You further acknowledge that the Company will make reasonable efforts to ensure that the Platform is available continuously however that there may be instances where access to the Platform is restricted as a result of scheduled maintenance, technology failure or network failure.

18.6. If any section or element of these Terms is found to be unenforceable, in contradiction of any law, or illegal, such findings shall not affect the validity of the remainder of these Terms.

18.7. The Platform displays all statements relating to your account, which are available on demand. Should you require paper copies of statements to be sent to you, we reserve the right to charge a fee of Ugx. 5,000 per request.

18.8. Any and all calculations carried out in relation to this agreement, the Platform and the Matching System shall be rounded off to the nearest whole number and shall be calculated in Ugandan currency-the Uganda Shilling (Ugx)

18.9. The Company shall send all electronic communications to you by way of secure message within the Platform. You agree that any notifications sent using this facility within the Platform shall be deemed an acceptable form of written notification. The company may also use ordinary SMS service to pass on communications to you via a dedicated company source contact or email address.

18.10. If the Company does not strictly apply its rights under these Terms at a specific time, it does not restrict the Company from applying them at any time in the future.

18.11. If the Company chooses to translate these Terms into another language at some point in the future, it does so for reference purposes only and the English version shall prevail.

18.12. The Company shall be under no obligation to provide a Lender with any information that is reported to the National Crime Agency or any other law enforcement agency. You agree to indemnify and hold harmless the Company against any losses or liabilities as a result of any legal obligation that the Company has in the delay of payments or transactions pending consent by any National Crime Agencies or law enforcement agencies. EFL shall not be responsible to you or any third party for any loss or delay in the return of your money incurred as a result of any lawful actions taken by any National Crime Agency or any law enforcement agency.

18.13. No member of EFL shall be responsible to you or any third party for any loss incurred as a result of the Company carrying out Financial Crime Risk Management Activity. For the purposes of this clause, "Financial Crime Risk Management Activity" means any action to meet compliance obligations relating to the detection, investigation and prevention of financial crime. This may include:

- (a) screening, intercepting and investigating any communication, application for services or any payment, whether sent to or by you or on your behalf;
- (b) investigating the source of or intended recipient of money;
- (c) combining customer information with other related information in the possession of EFL; or
- (d) making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime, or confirming their identity or status.

19. Complaints, communications and dispute resolution

19.1. In the event that you have a complaint/communication/claim to make, the Company will make every effort to rectify or address the issue as soon as practicably possible.

19.2. Please write to us via operations@enablingfinancelimited.com making clear the details surrounding your complaint or communication with the subject beginning 'COMPLAINT' or 'COMMUNICATION' or 'CLAIM APPLICATION'. You can also reach us via our official WhatsApp business line on +256706400057.

19.3. We will endeavor to respond to you to acknowledge your complaint/communication/claim within two Business Days of receiving it. We will endeavor to provide a response to your complaint within 15 Business Days of receiving it.

19.4. If, having received our response, you are still dissatisfied, you can escalate your complaint to our Chief Executive Officer who will investigate the complaint personally and provide a final response to you within 10 Business Days.

Dispute resolution

19.5. These Terms and any dispute arising out of or in connection with their subject matter shall be governed by and construed in accordance with the laws of the Republic of Uganda and the parties agree that the courts of Uganda shall have exclusive jurisdiction to settle any dispute or claim arising in connection with these Terms in the event all prior dispute resolution through our arbitrators and/or one arbitrator appointed by you, fail. In the event of a need for a third arbitrator, the first two arbitrators shall appoint the third. Further deliberation on the subject has been made in the General Terms and Conditions document under 'Dispute Resolution' (www.enablingfinancelimited.com)

By proceeding to use the Finablr Platform, the Lender hereby confirms that he/she has read, understood and agreed to the above conditions.