



TERMS AND CONDITIONS FOR USING PREMIER CREDIT LIMITED USSD LENDING PLATFORM

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 USSD LENDING ACCOUNT (as hereinafter defined) opened by you (customer) (as hereinafter defined) with the Premier Credit Limited (as hereinafter defined).
- 1.2. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

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.
 - 2.2.1. **"Supakwik Auto"** means a monthly loan to Supakwik business clients which will range from Ush 100,000 to 150,000 to be repayable on a weekly basis.
 - 2.2.2. **"Premier Sente Auto"** means a two-to-three-month loan product ranging from Ush 401,000 to 800,000 with the installment payable on a weekly basis.
 - 2.2.3. **"Premier Advantage"** means a three to six months loan product ranging from amounts of Ush 801,000 to 1,500,000 with the installment payable on a weekly basis.
 - 2.2.4. **"Premier Express"** means a three to twelve months loan product ranging from amount of Ush 1,501,000 to 5,000,000 with an installment payable on a monthly basis.
 - 2.2.5. **"SME Repeat"**, means a loan given to individuals doing business. The loan repayment is monthly basis for period within three to 36 months, with amounts ranging from Ush 10,001,000 to 130,000,000, and installment payable on a monthly basis.
 - 2.2.6. **"SME Unsecured"** means a three to twelve months loan product ranging from amount of Ush 5,001,000 to 10,000,000 with an installment payable on a monthly basis.

- 2.2.7. **“SME Secured”** means a three to twenty-four months loan product ranging from amount of Ush 10,001,000 to 130,000,000 with an installment payable on a monthly basis.
- 2.2.8. **Civil Servant Salary Loan** means a loan to a civil servant with a maximum term of 96 months and minimum loan amount of Ush 100,000 and a maximum loan amount of Ush 30,000,000 based on one’s affordability payable on a monthly basis.
- 2.2.9. **‘SME logbook Secured’**, means a loan to business people whose security is a motor vehicle logbook with loan tenure of three to **36** months payable on a monthly basis with amounts ranging from Ush 2,000,000 to **50,000,000**.
- 2.2.10. **“Personal Loans”** means a loan to private sector employees with loan tenure of three to 12 months payable on a monthly basis with amounts ranging from Ush 100,000 to 10,000,000.
- 2.2.11. **“Personal Loans Logbook Secured”** means a loan to private sector employees pledging their motor vehicle as collateral. The loan tenure is three to 12 months loan payable on a monthly basis with amounts ranging from Ush 100,000,000 to 30,000,000.
- 2.2.12. **“Premier Credit Limited”** means a Limited company incorporated in Uganda with limited liability, duly incorporated in accordance with the laws of the Republic of Uganda, having its registered address at Kisozi Complex, Plot 8 Nakasero, Off Kyaggwe Road, and P.O.Box 6608, Kampala, Uganda.
- 2.2.13. **“Credit Reference Bureau”** means a credit reference bureau duly licensed under the laws of Uganda to collect and facilitate the sharing of customer credit information;
- 2.2.14. **“Customer”** means the person in whose name the Credit E Loan Account with the Premier Credit Limited is existing;
- 2.2.15. **“Customer Care Centre”** means the help line whose number is **0200305000** and the number may be notified to the Customer by the Premier Credit Limited from time to time;
- 2.2.16. **“Premier Credit e loan account”** means the electronic monetary value depicted in your PREMIER CREDIT LIMITED USSD LENDING PLATFORM representing an equal amount of cash.
- 2.2.17. **“Equipment”** includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network.
- 2.2.18. **“Request”** means a request or instruction received by Premier Credit Limited from you or purportedly from you through the Network and the System and upon which the Premier Credit Limited is authorized to act;
- 2.2.19. **“Services”** shall include any form of micro financing services or products that the Premier Credit Limited may offer you pursuant to this Agreement and as you may from time to time subscribe to and **“Service”** shall be construed accordingly;

- 2.2.20. **“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 **PREMIER CREDIT LIMITED USSD LENDING PLATFORM System**;
- 2.2.21. **“SMS”** means a short message service consisting of a text message transmitted from one mobile phone to another;
- 2.2.22. **“System”** means the Premier Credit Limited’s electronic micro financing and communications software enabling the Customer to communicate with the Premier Credit Limited for purposes of the Services.
- 2.2.23. **“Transaction Fees”** includes the Facility Fee (as defined at clause 5.8.12), the Rollover Fee (as defined at clause 5.8.14) and any other fees and charges payable for the use of the Services as published by the Premier Credit Limited on its website. Transaction Fees are subject to change at any time at the Premier Credit Limited sole discretion.
- 2.2.24. **“We,” “our,” and “us,”** means the Premier Credit Limited and includes the successors and assignees of the Premier Credit Limited.
- 2.2.25. **“You” or “your”** means the Customer and includes the personal representatives of the Customer.
- 2.2.26. The word **“Customer”** shall include both, the masculine and the feminine gender as well as juristic persons.
- 2.2.27. USSD (Unstructured Supplementary Service Data) is a Global System for Mobile (GSM) communication technology that is used to send text between a mobile phone and an application program in the network. The platform that Premier Credit Limited uses to deliver the digital lending services.
- 2.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1. Before applying to open the Premier credit e loan Account you should carefully read and understand these Terms and Conditions which will govern the use and operation of the Account.
- 3.2. If you do not agree with these Terms and Conditions, please click **“Decline”**
- 3.3. You will be deemed to have read, understood and accepted these Terms and Conditions:-

- 3.3.1. upon clicking on the “**Accept**” option on the Menu requesting you to confirm that you have read, understood, and agreed to abide with these Terms and Conditions; and/or
- 3.3.2. By using or continuing to use and operate the Premier Credit e loan Account.
- 3.4. By applying to open the Premier Credit e loan Account with the Premier Credit 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 Account and you affirm that these Terms and Conditions herein are without prejudice to any right that the Premier Credit Limited may have with respect to the Account in law or otherwise.
- 3.5. These Terms and Conditions may be amended or varied by the Premier Credit Limited from time to time and the continued use of your Premier Credit e loan account constitutes your agreement to be bound by the terms of any such amendment or variation.
- 3.6. You acknowledge and accept that the Premier Credit Limited offers the “Premier Credit e loan account” only electronically and you agree to do business with the Premier Credit Limited and to operate the “Premier Credit e loan account” only by electronic means via the “Premier Credit e loan account” Menu on the PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT System. Any query and complaint you may have relating to the Services shall be addressed to the Premier Credit Limited through the Customer Care Help line. 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 “Premier Credit e loan account” at any branch or branches of the Premier Credit Limited unless otherwise advised by the Premier Credit Limited in its sole discretion. You further acknowledge and accept that the Customer Care Centre is not a branch of the Premier Credit Limited or the Premier Credit Limited’s Agent for purposes of conducting micro financing business or transactions and that it will not act as such.

4. LOAN ACCOUNT ACCESS

- 4.1. In order to access a Premier Credit e loan account, you must be at least 18 years old and a registered and active PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT Subscriber. Premier Credit Limited reserves the right to verify the authenticity and status of your **PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT**.
- 4.2. You may open a “Premier Credit e loan account” solely by way of an electronic application made by you using your mobile phone via the “Premier Credit e loan account” by dialing a **USSD Code *271#**
- 4.3. You hereby agree and authorize the Premier Credit Limited to request the telecom companies for your personal information held

by them pursuant to the agreement between you and telecom companies for the provision of services and products and the PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT Service including your phone number, name, date of birth, ID, NIN, IPPS or Passport Number and such other information that will enable the Premier Credit Limited to identify you and comply with the regulatory **“Know Your Customer”** requirements (together the **“Personal Information”**). You also hereby agree and authorize the Premier Credit Limited to request telecom companies for information relating to your use of the PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT Service and PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT System as the Premier Credit Limited shall require for purposes of providing you the Services (**“PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT Information”**). You hereby consent to the disclosure of the Personal Information and the PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT Information by telecom companies to the Premier Credit Limited and to the aforesaid use of the Personal Information and the PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT Information by the Premier Credit Limited.

- 4.4. The Premier Credit Limited reserves the right to request for further information from you pertaining to your application for a **“Premier Credit e loan account”** Account at any time. Failure to provide such information within the time required by the Premier Credit Limited may result in the Premier Credit Limited declining to accept your application for a **“Premier Credit e loan account”** Account.
- 4.5. Acceptance by the Premier Credit Limited of your application for a **“Premier Credit e loan account”** Account shall be done via SMS sent to the Mobile Phone Number associated with your PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT You acknowledge and accept that the acceptance by the Premier Credit Limited of your application for a **“Premier Credit e loan account”** Account does not create any contractual relationship between you and telecom companies beyond the terms and conditions that apply to your PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT from time to time.
- 4.6. The Premier Credit Limited reserves the right to decline your application for a **“Premier Credit e loan account”** or to revoke the same at any stage at the Premier Credit Limited’s sole discretion and without assigning any reason thereto.

5. TYPES OF LOAN ACCOUNTS

5.1. TERMS & CONDITIONS FOR **SUPAKWIK AUTO**

- 5.1.1. As a prequalified customer, you may subject to these Terms and Conditions, apply for a loan from Premier Credit Limited by dialing short code *271#.
- 5.1.2. Where you apply for a loan from Premier Credit Limited, your application shall be appraised according to the applicable loan appraisal processes of the Institution. The Institution reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan based on the appraisal.
- 5.1.3. Subject to approval of your application for a loan the institution shall disburse to you a loan of an amount to be determined by the institution in its sole discretion **subject to an amount of Uganda Shillings One Hundred Thousand (100,000 to 400,000/=) one hundred to a max of four hundred thousand** or such other minimum or maximum amount as the institution may from time to time in its sole discretion determine (the "Loan limit").The appraisal fee charged of 15% only deducted on the **loan amount disbursed.**
- 5.1.4. The proceeds of the Loan shall be credited into your **PREMIER CREDIT LIMITED USSD LENDING PLATFORM** phone number provided at registration subject to any deductions on account of applicable Transaction Fees.
- 5.1.5. **You shall repay the Loan within a month through four equal weekly installments from the date of disbursement of the Loan.**

5.2. TERMS & CONDITIONS FOR **PREMIER SENTE LOAN**

- 5.2.1. As a prequalified customer, you may subject to these Terms and Conditions, apply for a loan from Premier Credit Limited by dialing short code *271#.
- 5.2.2. Where you apply for a loan from Premier Credit Limited, your application shall be appraised according to the applicable loan appraisal processes of the Institution. The Institution reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan based on the appraisal.
- 5.2.3. Subject to approval of your application for a loan the institution shall disburse to you a loan of an amount to be determined by the institution in its sole discretion subject to a minimum amount of Uganda Shillings Four Hundred one Thousand (**Ushs. 401,000/=**)

- and a maximum amount of(Ushs. 800,000/=), With processing fees of 7.5% capitalized and interest of 2.8% flat rate and 10,000 loan application fees and weekly monitoring fees of 1.1225% or such other minimum or maximum amount as the institution may from time to time in its sole discretion determine (the “Loan limit”).
- 5.2.4. The proceeds of the Loan shall be credited into your **PREMIER CREDIT LIMITED USSD LENDING PLATFORM** phone number provided at registration subject to any deductions on account of applicable Transaction Fees.
 - 5.2.5. **You shall repay the Loan within two to three months on a weekly installment basis.**

5.3. TERMS & CONDITIONS FOR PREMIER ADVANTAGE LOAN

- 5.3.1. As a prequalified customer, you may subject to these Terms and Conditions, apply for a loan from Premier Credit Limited by dialing short code *271#.
- 5.3.2. Where you apply for a loan from Premier Credit Limited, your application shall be appraised according to the applicable loan appraisal processes of the Institution. The Institution reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan based on the appraisal.
- 5.3.3. Subject to approval of your application for a loan the institution shall disburse to you a loan of an amount to be determined by the institution in its sole discretion subject to a minimum amount of Uganda Shillings (Ushs. 801,000/=) and a maximum amount of (Ushs. 1,500,000/=), With processing fees of 7.5% capitalized and interest of 2.8% flat rate per month, and 10,000 loan application fees and weekly monitoring fees of 0.74% or such other minimum or maximum amount as the institution may from time to time in its sole discretion determine (the “Loan limit”).
- 5.3.4. The proceeds of the Loan shall be credited into your **PREMIER CREDIT LIMITED USSD LENDING PLATFORM** phone number provided at registration subject to any deductions on account of applicable Transaction Fees.
- 5.3.5. **You shall repay the Loan within three to six months on a weekly installment basis.**

5.4. TERMS & CONDITIONS FOR PREMIER EXPRESS LOAN

- 5.4.1. As a prequalified customer, you may subject to these Terms and Conditions, apply for a loan from Premier Credit Limited by dialing short code *271#.
- 5.4.2. Where you apply for a loan from Premier Credit Limited, your application shall be appraised according to the applicable loan

appraisal processes of the Institution. The Institution reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan based on the appraisal.

- 5.4.3. Subject to approval of your application for a loan the institution shall disburse to you a loan of an amount to be determined by the institution in its sole discretion subject to a minimum amount of Uganda Shillings (Ushs. **1,501,000/=**) and a maximum amount of (Ushs. 5,000,000/=), With processing fees of 5.5% capitalized and interest of **2.8 % flat rate per month**, and 10,000 loan application fees and monthly monitoring fee of **0.975%** or such other minimum or maximum amount as the institution may from time to time in its sole discretion determine (the "Loan limit").
- 5.4.4. The proceeds of the Loan shall be credited into your **PREMIER CREDIT LIMITED USSD LENDING PLATFORM** phone number provided at registration subject to any deductions on account of applicable Transaction Fees.
- 5.4.5. **You shall repay the Loan within three to twelve months on a monthly installment basis.**

5.5. TERMS & CONDITIONS FOR CIVIL SERVANT SALARY LOAN

WHEREAS you (hereinafter referred to as the borrower) have applied to PREMIER CREDIT LIMITED for the loan facility described above and Premier Credit has agreed to grant the loan facility, it is hereby agreed as follows:

- 5.5.1. As a prequalified customer, you may subject to these Terms and Conditions, apply for a loan from Premier Credit Limited by dialing **short code *271#** and follow the prompts.
- 5.5.2. The minimum loan amount is 100,000 (One hundred Thousand, and maximum amount is 30,000,000 repayable on a monthly basis, appraisal fees of 12.5% capitalized, **monthly monitoring fee of up to 4.275%**, **6,000 admin fees**, 10,000 application fees and interest rate as in the table below;
- 5.5.3. The total monthly interest rate chargeable is calculated at flat rate on the total principal amount which includes capitalized appraisal fees. The interest rate per month subject to loan term is as follows:

Loan Term in Months	85-96	73-84	61-72	49-60	37-48	25-36	13-24	3-12
Monthly Flat Interest Rate	2.8%							

- 5.5.4. When you apply for a loan from Premier Credit Limited, your application shall be appraised according to the applicable loan appraisal processes of the Institution. The Institution reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan based on the appraisal.
- 5.5.5. At the Borrower's request, Premier Credit Limited agrees to make available to the Borrower the advised loan amount on the terms and conditions set out.
- 5.5.6. The Borrower must repay the loan in the installments as advised based on the product applied.
- 5.5.7. **Any payments made to any individual shall be made at the payer's own risk. Premier Credit Limited shall not be held responsible or liable for any monies paid to any of its employees.**
- 5.5.8. Upon applying for the loan via our USSD Code *271# our Customer call center team and field team shall immediately reach out to you to finalize the loan process as appropriate if you are a new customer.
- 5.5.9. Your loan shall be disbursed through the Bank account that you shall have provided and which your salary is credited to on a monthly basis or your registered mobile phone number that you will have provided.
- 5.5.10. By dialing our short code *271# and accepting the Terms and Conditions thereon, you authorize Premier Credit Limited to proceed and reserve your affordability on the PCA Platform as the loan processing is finalized in respect to Civil Servant Salary loan product.
- 5.5.11. You shall repay the Loan within the set term from the date of disbursement of the Loan as stipulated in the menu that you will have chosen.
- 5.5.12. In consideration of the Premier Credit Limited granting you the Loan, you shall pay the Premier Credit Limited an **Appraisal fee, Interest and any other applicable charge that you shall be advised at loan application as appropriate.**
- 5.5.13. You shall make all payments due from you to the Premier Credit Limited in respect of the Loan and Transaction Fees through **Mobile money platform, payroll deduction or deposit to Premier Credit Limited bank account as appropriate.**
- 5.5.14. Where you fail to repay the Loan in full within thirty (30) calendar days from the date of disbursement, Premier Credit Limited shall commence recovery action by assigning your account to the Loan Recovery Department for follow-up. A notice of demand and/or default shall be served on you either electronically or physically at your last known place of residence or

business. Where you are unreachable or service is unsuccessful, Premier Credit Limited shall, without further notice, roll over any outstanding loan amount, including principal, accrued interest, and Facility Fees, for a further period of thirty (30) calendar days, subject to applicable roll-over fees and charges.

5.5.15. Where you fail to repay the Loan and/or any applicable Transaction Fees within sixty (60) calendar days from the date of disbursement, and the Loan is deemed non-performing, Premier Credit Limited shall be entitled, in accordance with its delinquency escalation procedures, to terminate this Agreement and close your Premier Credit e-Loan Account. Upon such termination, the entire outstanding loan amount shall immediately fall due and payable, and Premier Credit Limited may deploy all lawful recovery measures, including but not limited to skip tracing and listing the facility with a Credit Reference Bureau (CRB), which may adversely affect your credit score and result in related consequences. This shall be without prejudice to any other rights or remedies available to Premier Credit Limited under this Agreement or applicable law.

5.5.16. Premier Credit Limited reserves the right to vary the terms of the Loan including the fees and interest payable thereon from time to time having regard to the prevailing rules and regulations of Uganda and the policies of the Premier Credit Limited.

You hereby expressly consent and authorize the Premier Credit Limited to disclose, respond, advise exchange and communicate the details or information pertaining to your "Premier Credit e loan account" to Credit Reference Bureaus as appropriate under the applicable **laws of Uganda**.

6. FEES

- 6.1. You hereby agree to pay all Transaction Fees payable in connection with your use of the Services.
- 6.2. You shall pay to Premier Credit Limited:
 - 6.2.1. any Transaction Fees payable in respect of the Services;
 - 6.2.2. any legal charges including advocate and client costs incurred by the Premier Credit Limited in obtaining legal advice in connection with your "Premier Credit e loan account" and your dealings with the Premier Credit Limited or incurred by the Premier Credit Limited in any legal, arbitration or other proceedings arising out of any dealings in respect of your "Premier Credit e loan account" Account; and,
 - 6.2.3. All other fees, expenses and taxes, duties, impositions and expenses incurred in complying with your Requests.

You hereby agree to pay costs charges and expenses incurred by the Premier Credit Limited in obtaining or attempting to obtain payment of any loan owed under your "Premier Credit e loan account" Loan Account.

7. LOAN BALANCES AND REPAYMENT

7.1. You may request for your loan balance or activity report in respect of your "Premier Credit e loan account" from the Premier Credit Limited by calling our customer care number provided below or visiting any of our branches near you.

7.2. *Loan instalments shall be repaid to Premier Credit Limited through any of the following approved payment channels:*

(a) Mobile Money Payments:

Airtel Money: Dial 1855#, select option 1, enter the payment amount, input your customer reference number, select option 1 to confirm, and enter your PIN.

MTN MoMo: Dial 1654*4#, enter the merchant code PCL, input your customer reference number, enter the payment amount, and confirm by entering your PIN.

(b) Bank Deposits:

Stanbic Bank: Account Name – Premier Credit Ltd; Account Number – 9030009643035

Equity Bank: Account Name – Premier Credit Ltd; Account Number – 1032200777496.

7.3. All loan repayments shall be made exclusively through the approved payment channels set out in Clause 7.2. No cash payments shall be made to, or accepted by, any employee or agent of Premier Credit Limited. Premier Credit Limited shall not accept any responsibility or liability whatsoever for any monies paid outside the approved channels, including funds paid to its employees or agents. **For any inquiries or clarification, please contact 0200 305 000.**

8. IRREVOCABLE AUTHORITY OF THE PREMIER CREDIT LIMITED

8.1. You hereby irrevocably authorize the Premier Credit Limited to act on all requests received 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.

8.2. If you request the Premier Credit Limited to cancel any transaction or instruction after a request has been received by the Premier Credit Limited from you, Premier Credit Limited may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.

- 8.3. Premier Credit 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, the Premier Credit Limited believes that it can correct the incomplete or ambiguous information in the request without any reference to you being necessary.
- 8.4. Premier Credit Limited is authorized to effect such orders in respect of your "Premier Credit e loan 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 the Premier Credit Limited from you and 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. Premier Credit Limited shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall the Premier Credit 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 the Premier Credit 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 the Premier Credit 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 Premier Credit Limited USSD Lending Platform/Account Pin Secret and Secure. You Shall Ensure That Your Premier Credit Limited USSD Lending Platform/Account Pin does not become known or come into possession of any unauthorized person. The Premier Credit Limited shall not be liable for any disclosure of your Premier Credit Limited USSD Lending Platform/Account Pin to any third party and you hereby agree to indemnify and hold the Premier Credit Limited harmless from any losses resulting from any PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT 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 the Premier Credit 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 Premier Credit Limited through the **Customer Care Centre helpline 020030500** within a period of 24 hours in the event that;
 - 9.6.1. You have reason to believe that your PREMIER CREDIT LIMITED USSD LENDING PLATFORM/ACCOUNT 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.
- 9.7. You shall at all time follow the security procedures notified to you by the Premier Credit 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 "Premier Credit e loan account" 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.
- 9.8. You shall not at any time operate or use the Services in any manner that may be prejudicial to the Premier Credit Limited

10. EXCLUSION OF LIABILITY

- 10.1. The Premier Credit 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 the Premier Credit 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. Premier Credit 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 Premier Credit Limited Usdd Lending Platform/Account and/or in your "Premier Credit e loan account" Account;
 - 10.2.2. failure, malfunction, interruption or unavailability of the System, your Equipment, the Network Premier Credit Limited Usdd Lending Platform/Account System and/or Premier Credit Limited Usdd Lending Platform/Account Service;
 - 10.2.3. the money in your "Premier Credit e loan 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 "Premier Credit e loan account" 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 the Premier Credit 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, the Premier Credit 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 the Premier Credit Limited shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.
 - 10.5. Under no circumstances shall the Premier Credit Limited be liable to you for any loss of profit or anticipated cost 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 the Premier Credit Limited.
 - 10.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

11. INTELLECTUAL PROPERTY RIGHTS

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 the Premier Credit Limited provides to you through

the System or otherwise are vested either in the Premier Credit Limited or in other persons from whom the Premier Credit Limited has a right to use and to sublicense the System and/or the said documentation. 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 the Premier Credit Limited.

12. INDEMNITY

- 12.1. In consideration of the Premier Credit Limited complying with your instructions or Requests in relation to the “Premier Credit e loan account” Account, you undertake to indemnify the Premier Credit Limited and hold it harmless against any loss, charge, damage, expense, fee or claim which the Premier Credit Limited suffers or incurs or sustains thereby and you absolve the Premier Credit Limited from all liability for loss or damage which you may sustain from the Premier Credit 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 the Premier Credit 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, Pandemic, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Premier Credit 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 the Premier Credit 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 “Premier Credit e loan 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 the Premier Credit Limited as a consequence of any breach by these Terms and Conditions.
- 12.2.5. Any damages and costs payable to the Premier Credit Limited in respect of any claims against the Premier Credit Limited for recompense for loss where the particular circumstance is within your control.

13. VARIATION AND TERMINATION OF RELATIONSHIP

- 13.1. The Premier Credit Limited may at any time, upon notice to you, terminate or vary its business relationship with you and close your “Premier Credit e loan account” and in particular but without prejudice to the generality of the foregoing the Premier Credit Limited may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Premier Credit Limited may determine.
- 13.2. Without prejudice to the Premier Credit Limited rights under clause 13.1, may at its sole discretion suspend or close your “Premier Credit e loan account”;
 - 13.2.1. if you use the “Premier Credit e loan account” for unauthorized purposes or where the Premier Credit Limited detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;
 - 13.2.2. if your Premier Credit Limited Usd Lending Platform/Account or agreement with telecom company is terminated for whatever reason;
 - 13.2.3. if the Premier Credit 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 Premier Credit 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 technical problems or for reasons of safety;
 - 13.2.6. to facilitate update or upgrade the contents or functionality of the Services from time to time;
 - 13.2.7. where you remain inactive for any period of time determined by the Premier Credit Limited in its reasonable discretion; or
 - 13.2.8. If the Premier Credit 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.
 - 13.2.9. You may close your "Premier Credit e loan account" at any time by calling Customer Care Help line provided.
- 13.3. If your "Premier Credit e loan 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 "Premier Credit e loan account" is in arrears at the time of closure of your "Premier Credit e loan account" , you agree to pay to us immediately all amounts you owe us.
 - 13.4. Termination shall however not affect any accrued rights and liabilities of either party.
 - 13.5. . If the Premier Credit Limited receives notice of your demise, the Premier Credit Limited will not be obliged to allow any operation on your "Premier Credit e loan 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. CREDIT LIFE INSURANCE

- 14.1. As a responsible lender, Premier Credit Limited has the right to insure the loan against death or permanent disability.
- 14.2. In the event of the Borrower's death or permanent disability, the Borrower or his/her estate will not be required to pay any outstanding repayments however this determination shall be at the sole discretion of the Insurance provider after thorough due diligence has been conducted.

15. DISCLOSURE OF INFORMATION

- 15.1. It is hereby understood and agreed that the personal data herein has been directly obtained from the borrower who has voluntarily provided this data to Premier Credit Ltd to facilitate the processing of the loan facility or the access of the service sought by the borrower.

- 15.2. You hereby expressly consent and authorize Premier Credit Limited to disclose, receive, record or utilize your personal information or data relating to your “Premier Credit e loan account” Account and any details of your use of the Services:
- 15.2.1. 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;
 - 15.2.2. to a Credit Reference Bureau;
 - 15.2.3. to Premier Credit Limited’s lawyers, auditors or other professional advisors and agents such as Valuers and Tracking companies, Auctioneers/Bailiffs or to any court or arbitration tribunal in connection with any legal or audit proceedings;
 - 15.2.4. in business practices including but not limited to quality control, training and ensuring effective systems operation.
 - 15.2.5. given consent to Premier Credit Ltd to continue holding and processing their personal data after the maximum period of Ten (10) years even after all obligations under the loan facility or service sought have been settled;
 - 15.2.6. Under this Agreement, the Customer waives any right or claim that it may make to the Premier Credit e account platform and its partners regarding the disclosure of the above information by them or their intentions.

16. MISCELLANEOUS

- 16.1. These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.
- 16.2. This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.
- 16.3. Premier Credit 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 on the Premier Credit Limited website and/or by any other means as determined by the Premier Credit Limited and any such variations and amendments shall take effect immediately upon publication.
- 16.4. No failure or delay by either yourself or the Premier Credit 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.

- 16.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 16.6. 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.
- 16.7. Any addition or alteration to these Terms and Conditions may be made from time to time by the Premier Credit 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.

17. NOTICES

- 17.1. The Premier Credit Limited may send information concerning the “Premier Credit e loan account” via SMS to the Mobile Phone number associated with your Premier Credit Limited Usdd Lending Platform/Account.
- 17.2. You acknowledge that you have no claim against the Premier Credit Limited for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the “Premier Credit e loan account” Account.

18. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

- 18.1. You may contact Customer Care Center to report any disputes, claims or “Premier Credit e loan account” Account discrepancies by sending an email to; info@premiercredit.co.ug or call our customer center number +256 200 305 000.
- 18.2. Any dispute arising out of or in connection with this Agreement which is not resolved by Premier Credit Limited’s representatives shall be referred to arbitration by a single arbitrator appointed by mutual agreement of the parties. Failing such agreement within thirty (30) days from the date of notification of the dispute, the arbitrator shall be appointed in accordance with applicable law.
- 18.3. Such arbitration shall be conducted in the English language in Kampala in the Republic of Uganda under the provisions of the Arbitration and Conciliation Act, Cap 4 as amended from time to time.
- 18.4. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

18.5. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Uganda.

19. Cooling off period;

Premier credit Ltd customer has a right to cool off his loan facility within five working days after signing the loan agreement by way of written notice and the customer will refund the principal described to him and any other administrative costs/fees reasonably incurred prior to the exercise by the consumer of the cooling off right not exceeding 2% of the advanced amount; and the consumer's cooling off shall expire automatically after the five days from the day of signing the loan agreement.

20. Early settlement;

The Borrower shall have the right to settle the Loan in full at any time prior to its maturity. No early settlement or prepayment fees or penalties shall be charged. Interest and applicable charges shall be calculated only up to the actual date of settlement.

21. INCOHERENCE OF TERMS

In the event of any inconsistency between these Terms and Conditions and any particular terms of the Customer's USSD menus, the terms and conditions of the Customer's particular terms prevail.

OUR PRODUCTS

- [Supakwik Loans](#)
- [Premier Sente](#)
- [Premier Advantage](#)
- [Premier Express](#)
- [Civil Servants](#)

OUR BLOG

[FAQs](#)

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