



USSD TERMS OF USE

1. APPLICATION OF TERMS OF USE

- 1.1. The following Terms of Use govern the subscription, access and related use of the Momentum's USSD Services.
- 1.2. By accessing the USSD Services, the User acknowledges that they have read and understood these Terms of Use and agree to be bound thereby.
- 1.3. These Terms and Conditions shall be read together with (and in addition to, without prejudice to) the terms and conditions applicable to any other loan account that the User may have with Momentum and/or any other product or service provided by Momentum.
- 1.4. These Terms and Conditions shall supplement the Momentum's general terms and conditions accessible on its website via the following link: <https://momentum.ke/terms-conditions/>

2. DEFINITIONS

In these Terms of Use;

- 2.1 **"Loan account/s"** means a user's account maintained with Momentum which is eligible for transacting via the USSD Services;
- 2.2 **"MOMENTUM"** means Momentum Credit Limited, a non-deposit taking microfinance institution regulated by the Central Bank of Kenya.
- 2.3 **"Mobile Device"** means a smart phone, tablet and/or other mobile device which uses a SIM card issued by a mobile network operator which would enable the User to use the USSD Services.
- 2.4 **"PIN"** refers to the unique mobile personal identification number which the User will create and use to log in to and transact via the USSD Services;
- 2.5 **"Terms and Conditions"** means these terms and conditions forming the contract between the User and Momentum in respect of the USSD Services;
- 2.6 **"Service Provider(s)"** includes but is not limited to mobile network operators, organizations or individuals whose services Momentum uses in relation to the USSD Services in any capacity and which Momentum, at its sole discretion, may determine from time to time;
- 2.7 **"User/s"** refers to a customer of Momentum registered and authorized to use the USSD Services;
- 2.8 **"User Profile"** refers to the profile created by the User via his/her Mobile Device during the registration process to enable him/her to use the USSD Services;
- 2.9 **"USSD Services"** is an Unstructured Supplementary Service Data Services which Momentum provides to Users to enable them communicate with Momentum for purposes of transacting on their loan accounts via their Mobile Device.

3. ELIGIBILITY

- 3.1 The User represents and warrants on a continuing basis that:
- 3.1.1 They are at least eighteen (18) years old and have legal capacity to enter into a contract under Kenyan Law.
 - 3.1.2 All information provided during registration is true, accurate and complete as of the time of submission.
 - 3.1.3 The User has full authority to provide personal data used in the Application.
 - 3.1.4 They are not listed on any sanctions list, that would prevent them from accessing the services.

4. THE USSD SERVICES

- 4.1 The USSD Services are accessible to Users via their Mobile Device allowing Users to communicate with Momentum in order to perform certain transactions on their loan account(s).
- 4.2 The USSD Services are available to customers with active loan account(s) and a mobile number registered with MOMENTUM for the purposes of any dealings with the said loan accounts. The Users shall also be current subscribers of a mobile network operator that issues mobile numbers and SIM cards to subscribers in Kenya, subject to these Terms of Use.
- 4.3 The provision of the USSD Services is subject to the availability of mobile connectivity and as such will only be available in geographical regions where selected mobile network operators provide mobile connectivity.
- 4.4 MOMENTUM shall not be held liable for:
- 4.4.1 non-delivery or delay in delivery or wrongful delivery of communication via the USSD Services as a result of the failure of mobile connectivity
 - 4.4.2 for the quality of services of the independent mobile network operators.
- 4.5 The User agrees and undertakes to be bound by and to comply with all processes and procedures as may be prescribed by MOMENTUM in relation to the USSD Services from time to time. Momentum shall not be bound by, or obliged to, take any action on any transactions which do not properly comply with the prescribed processes and procedures.
- 4.6 In the event that a User closes their loan accounts with MOMENTUM, their access to the USSD Services will automatically terminate.
- 4.7 MOMENTUM shall suspend or terminate a User's access to the USSD Services without prior notice, in the event that a User breaches these Terms and Conditions, or Momentum notices errors, omissions or fraudulent transactions related to a User Profile, or is ordered to do so by a court of competent jurisdiction.
- 4.8 MOMENTUM shall discontinue or suspend the USSD Services temporarily, without any notice, for upgrade, expansion, maintenance and repair activities, or any reason it deems necessary.

5. REGISTRATION AND USE

- 5.1 In order to register to use USSD Services, the User is required to set up a User Profile by completing the registration process on their Mobile Device.

- 5.2 The User shall be required to provide certain personal information during the registration process which information shall remain strictly confidential and be handled and protected in terms of MOMENTUM's Privacy profile.
- 5.3 The User shall be required to create a unique transaction PIN during the registration process which shall be used for purposes of USSD Services transactions. The PIN must be kept confidential by the User at all times and is not to be disclosed to any third party.
- 5.4 The User shall transact on their loan account(s) via the USSD Services using their unique mobile number and PIN used to register their User Profile.
- 5.5 MOMENTUM shall have absolute discretion to reject any User's registration for the USSD Services without assigning any reasons thereof.

6. SERVICES

- 6.1 The User may perform any of the following transactions on their loan account(s) via the USSD Services:
 - 6.1.1 apply for a new loan;
 - 6.1.2 loan repayment;
 - 6.1.3 request to Discharge a logbook;
 - 6.1.4 apply for a Quick cash facility;
 - 6.1.5 refinance (top up);
 - 6.1.6 request for a loan statement.
- 6.2 MOMENTUM reserves the right to determine the type of services and functionalities which the User may be offered on each loan Account and to set monetary limits on transactions to be processed via the USSD Services from time to time and at their sole discretion
- 6.3 The User may access the USSD Services via their Mobile Device using their unique mobile number and PIN. Any transaction initiated from such device and registered phone number shall be deemed to originate from the User. Unless the User notifies Momentum immediately before the transaction is actioned by Momentum, MOMENTUM shall be entitled to rely on such instructions, whether or not they were initiated by the User.
- 6.4 The User acknowledges that MOMENTUM shall not be able to reverse/ annul any transaction executed based on instructions received via the USSD Services prior to such notice from the User to Momentum.
- 6.5 The User hereby grants unconditional and irrevocable standing authority to MOMENTUM to carry out the transactions originating from the User's unique mobile number via the USSD Services.
- 6.6 MOMENTUM shall have no obligation to verify the authenticity of any transaction/instructions received from the User through the USSD Services or purporting to have been sent by the User via the USSD Services.
- 6.7 The User acknowledges that transactions that require authorization by an officer of MOMENTUM may not be effected automatically and that MOMENTUM reserves the right to allow or disallow such transactions at its sole discretion with or without notice to the User.

7. USERS' RESPONSIBILITIES AND ACCOUNT SECURITY

- 7.1 The User must take all reasonable care to prevent unauthorised use of the USSD Services via their mobile number. Any unauthorized use of the User's mobile number and/or PIN shall be the sole responsibility of the User, and the User hereby absolves Momentum of all and any liability and responsibility in this regard.
- 7.2 The User is solely responsible for any compromise of his/her PIN and its consequences and MOMENTUM shall not be held responsible in any way whatsoever for any loss that he/she may suffer because of the compromise of the User's PIN.
- 7.3 The User is advised to change his/her PIN from time to time or if he/she suspects that the PIN has been compromised.
- 7.4 The User must notify MOMENTUM immediately by contacting Momentum Customer Care Contact Centre on +254709434900 or by email to cx@momentumcredit.co.ke in the event:
 - 7.4.1 the User suspects that his/her PIN has been compromised or accessed by another person;
 - 7.4.2 theft or loss of his/her Mobile Device or SIM card;
 - 7.4.3 any unauthorized access to the USSD Services via the User's mobile number;
 - 7.4.4 the User's discontinuation of service with his/her mobile network operator; or
 - 7.4.5 any change to his/her mobile number and other information relating to the USSD Services.
- 7.5 Momentum shall not be held liable for the provision of any inaccurate information received from the User relating to the USSD Services. The User agrees to bear all risks and consequences of the inability to effect any transaction via the USSD Services due to errors in transmission of User's instructions.

8. DISCLAIMER AND LIMITATION OF LIABILITY

- 8.1 The User's access to the USSD Services may be adversely affected by factors beyond MOMENTUM's reasonable control, including system downtime or other interruptions. While Momentum shall use all reasonable efforts to ensure that transaction requests are processed accurately and within a reasonable time, MOMENTUM does not make any representation or give any warranty that access to, or use of, the USSD Services will be continuous, uninterrupted, or secure.
- 8.2 In no circumstances shall MOMENTUM be liable to the User if the USSD Services are not accessible or available in the desired manner. No liability shall upon MOMENTUM, where the USSD Services are unavailable due to any cause beyond its reasonable control, including (without limitation) natural calamities, floods, fire, and other natural disasters, legal restrictions, system downtime or failure, faults in the telecommunications network or network outage, and software or hardware errors.

- 8.3 MOMENTUM shall take reasonable and practically possible steps to ensure that its systems in connection with the USSD Services have adequate security designs and controls to manage the risks in operating the system considering any law, rules, regulations, guidelines and prevailing market practices that may be applicable to MOMENTUM from time to time.
- 8.4 The User indemnifies and holds MOMENTUM harmless against any and all liability suffered or incurred (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) by MOMENTUM, its customers or a third party, directors, nominees or any claim or action brought by a third party which is in any way the result of the User's breach of these Terms of Use or as a result of any reliance by MOMENTUM on any instructions issued or transactions done or deemed to be done by the User and/or on his/her behalf via the USSD Services.

8. FEES AND CHARGES

- 8.1 MOMENTUM reserves the right to charge Users a fee for the use of the USSD Users will be notified of these fees from time to time. By continuing the use of the USSD Services following such notice, the User agrees to the fees applicable for the services. MOMENTUM reserves the right to revise the fees chargeable for the USSD Services from time to time.
- 8.2 The User acknowledges that his/her mobile network operator (cellphone service provider) or internet service provider may also charge him/her fees for accessing and using the USSD Services via a mobile network or Wi-Fi connection, and that he/she shall be solely responsible for such fees/charges

9. PRIVACY AND DATA PROTECTION

- 9.1 MOMENTUM shall collect and process Personal Data in accordance with the Data protection Act, 2019 and in line with its Data Protection Policy and Product specific processing requirements.
- 9.2 The User consents to the collection of their personal data as requested by the Application and the processing of User data as per MOMENTUM's Data protection Policy.
- 9.3 The User acknowledges that MOMENTUM might have to disclose personal data submitted to third party entities outlined in the product specific terms and conditions which includes, but is not limited to; Credit Reference Bureaus (CRBs) and Debt recovery entities

10. COMMUNICATIONS AND CONTACT

- 10.1 The User expressly agrees that as part of the services, they may from time to time receive communications from MOMENTUM via email, text message or phone call including promotional newsletters, offers, advertisements and updates on our services.
- 10.2 The User has the option of withdrawing consent to receiving promotional messages by following the opt-out instructions in the messages, this however does not include service-related communication which is necessary for efficient service delivery.
- 10.3 The User warrants that personal data given for a secondary contact is shared with consent from the data subject and that the secondary contact can be contacted in the event the User cannot be contacted

11. GENERAL TERMS

- 11.1 MOMENTUM reserves the right to amend or supplement these Terms and Conditions at its sole discretion and such amendment or supplement shall be binding on the User. An updated version of the Terms and Conditions will be made available on Momentum's website and/or any other medium that Momentum may choose, and notify the User of, from time to time.
- 11.2 In the event that the User does not accept any material changes made to these Terms and Conditions, they must immediately discontinue using the USSD Services and deactivate their User Profile by visiting MOMENTUM's branch or contacting the Customer Care Contact Centre on +254709434900 within seven days of publication of the updated version of the Terms and Conditions. If they do not notify MOMENTUM of the intention to deactivate your User Profile within the seven-day period, they shall be deemed to have accepted the amended Terms and Conditions.
- 11.3 Failure of MOMENTUM to insist upon the performance of any term or condition herein, or to exercise any rights herein, will not be construed as a waiver or relinquishment of the future performance of any such term or condition, or the future exercise of any such right, and the

obligations of the User with respect to such future performance will continue in full force and effect.

- 11.4 If any of the provisions of these Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining terms and conditions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 11.5 MOMENTUM may give notices under these Terms and Conditions, in writing by email, hand-delivery or by post to the last address provided by a User. In addition, MOMENTUM may publish notices of general nature, which are applicable to all Users of USSD Services on its website and such notices will have the same effect as a notice served individually to the User.
- 11.6 Users may not assign any right or obligation that may arise under these Terms and Conditions without MOMENTUM's prior written consent.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 The USSD Services and these Terms and Conditions shall be governed by and construed in accordance with the Laws of Kenya.
- 12.2 Users may contact MOMENTUM to report any disputes relating to the USSD Services through the Customer Care Contact Centre on +254709 434 900, WhatsApp on +254796 444 555, or via email at cx@momentumcredit.co.ke to report any dispute arising out of or in connection with the USSD Services including without limitation, any dispute as to the existence, scope, interpretation, validity, default or enforceability of these Terms and Conditions.

CONTACT INFORMATION

For questions, feedback, complaints or request contact:

Momentum Credit Limited,
P.O Box 29175-00100, Nairobi,
Kenya
Email: cx@momentumcredit.co.ke
Phone: +254796 444 555
Website: <https://momentum.ke/>

By clicking "**Accept**" or by using USSD Services, the User acknowledges having read, understood, and agreed to be bound by these Terms of Use.