

**TERMS AND CONDITIONS RELATING TO
THE HUSTLER FUND INDIVIDUAL MICRO ENTERPRISE LOAN PRODUCT (BIASHARA LOAN)**

1. THE AGREEMENT

- 1.1 This Agreement sets out the terms and conditions (hereinafter called “the Terms and Conditions”) which shall be applicable to the Hustler Fund Individual Micro Enterprise Loan Product (Biashara Loan) (as hereinafter defined) opened by you (as hereinafter defined) with the Bank (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:
- 2.1.1 **“Safaricom”** means Safaricom PLC, incorporated in Kenya as a limited liability company under the Companies Act.
- 2.1.2 **“Bank”** means KCB Bank Kenya Limited incorporated in Kenya as a limited liability company under the Companies Act (Chapter 486 of the Laws of Kenya) and duly licensed as a bank under the Banking Act (Chapter 488 of the Laws of Kenya) and includes subsidiaries of the Bank as may from time to time be specified by the Bank to you.
- 2.1.3 **“Customer”** means the person who is the subscriber to whom the Services relates.
- 2.1.4 **“Customer Care Centre”** means any Safaricom Retail Shops or Bank Branch or such other Bank Agent or Agents as may be notified to the Customer by the Bank from time to time.
- 2.1.5 **“E-Money”** means the electronic monetary value depicted in your M-PESA Account representing an equal amount of cash.
- 2.1.6 **“Equipment”** includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network.
- 2.1.7 **“Hustler Fund Individual Micro-Enterprise Loan Product/ Biashara Loan”** means the products under the Fund which will target individual micro enterprises.
- 2.1.8 **“Fund”** means the Hustler Fund established through the Public Finance Management (Financial Inclusion Fund) Regulations, 2022 issued and published under the Public Finance Management Act, 2012.
- 2.1.9 **“Interest rate”** shall mean the rate of 7% or such other loan rate as may be approved and communicated from time to time or such interest rate as the bank may from time to time apply to savings products.
- 2.1.10 **“IPRS”** means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons and its successors.
- 2.1.11 **“M-PESA Account”** means your mobile money store of value, being the record maintained by Safaricom of the amount of E-Money from time to time held by you in the M-PESA System.

- 2.1.12 **“Pin”** means your personal identification number being the secret code used to access and operate the M-PESA Account.
- 2.1.13 **“M-PESA Service”** means the money transfer and payments service provided by Safaricom through the M-PESA Mobile Money System; **“M-PESA System”** means the system operated by Safaricom in Kenya for the provision of the M-PESA Mobile Money Service using the Network.
- 2.1.14 **“M-PESA subscriber”** means any person registered to use the M-PESA Mobile Money System to send or receive money or make payments.
- 2.1.15 **“Network”** means the mobile cellular network operated by Safaricom.
- 2.1.16 **“Personal Information”** means personal identifiable information as prescribed in the Data Protection Act which includes but is not limited to name, address, phone number, identification number and location data.
- 2.1.17 **“Request”** means a request or instruction received by the Bank from you or purportedly from you through the Network and the System and upon which the Bank is authorized to act.
- 2.1.18 **“Services”** shall include any form of financial services or products that the Bank may offer you pursuant to this Agreement and as you may from time to time subscribe to and **“Service”** shall be construed accordingly.
- 2.1.19 **“SIM Card”** means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network.
- 2.1.20 **“SMS”** means a short message service consisting of a text message transmitted from one mobile phone to another.
- 2.1.21 **“System”** means the Safaricom’s or the Bank’s electronic banking and communications software for purposes of the Services.
- 2.1.22 **“Transaction Fees”** means the fees charged to transact on your M-PESA Wallet as published by Safaricom from time to time.
- 2.1.23 **“We,” “our,” and “us,”** means the Bank and Safaricom and include their successors and assigns.
- 2.1.24 **“You” or “your”** means the Customer and includes the personal representatives of the Customer.
- 2.1.25 The word **“Customer”** shall include both the masculine and the feminine gender as well as juristic persons.
- 2.1.26 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

3. THE LOAN AND SAVINGS PRODUCT

3.1 The Hustler Micro Enterprise Loan Product, administered by KCB Bank Kenya Limited, has the following key features:

- 3.1.1 The Individual Micro Enterprise principal loan amounts shall range from Kes.10,000 to Kes. 100,000 depending on a credit score developed by the Bank .
- 3.1.2 To be eligible for this loan, individually owned enterprises must,
 - 3.1.2.1 be a Kenyan citizen of at least 18 years;
 - 3.1.2.2 have a valid national identification card (ID);

- 3.1.2.3 have a SIM Card registered with Safaricom and be a registered subscriber of M-PESA services;
- 3.1.2.4 have used the SIM Card for at least three months from the date of registration.
- 3.1.2.5 Possess a KRA PIN.
- 3.1.2.6 Operate a legal micro business in Kenya.
- 3.1.2.7 Provide County and Constituency of residence during the onboarding process.
- 3.1.2.8 Be creditworthy and in good standing on the Hustler Fund Personal Finance Product.
- 3.1.2.9 Provide next of kin details during the onboarding process.
- 3.1.3 The loan repayment period shall be for a maximum of 12 months and interest shall be charged at the rate of 8% per annum prorated to the applicable period as selected by the borrower(s). Interest shall be accrued daily until repayment in full: The borrower may select any of the following repayment terms:
 - 3.1.3.1 **1** month.
 - 3.1.3.2 **3** months.
 - 3.1.3.3 **6** months.
 - 3.1.3.4 **9** months.
 - 3.1.3.5 **12** months.
- 3.1.4 The loan shall be advanced to eligible persons through the M-PESA Wallets.
- 3.1.5 The Product shall have a savings component as follows:
 - 3.1.5.1 10% of the loan advanced shall be deducted to go towards savings (the "Savings Deduction").
- 3.1.6 In the event of default by the Customer (non-payment within the selected repayments period days from the date of disbursement), default interest shall accrue at the rate of 1.5% p.a. with effect from the day past due. If the Customer is in default, the Customer's credit rating and assigned credit limit may be reviewed by the Bank. The interest applied on the loan shall accrue on a daily basis from the date of loan disbursement until the loan may have been fully repayed.
- 3.1.7 In the event of default, the Customer shall not be eligible to borrow from the Fund until full repayment of all outstanding amounts.

4. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 4.1 Before applying for funds under the Personal Savings and Loan Fund/Hustler Fund via the M-PESA System you should carefully read and understand these Terms and conditions which will govern the use and operation of the Hustler Fund Micro Enterprise Loan Product.
- 4.2 If you do not agree with these Terms and conditions, please click "Decline" on the Hustler

Fund menu at *254#.

- 4.3 You will be deemed to have read, understood and accepted these Terms and Conditions:
 - 4.3.1 upon clicking on the “Accept” option on the Hustler Fund menu requesting you to confirm that you have read, understood, and agreed to abide with these Terms and Conditions; and/or
 - 4.3.2 by using or continuing to use and operate the Hustler Fund and/or the Services.
- 4.4 By applying funds under Hustler Fund Micro Enterprise Loan Product , 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 Hustler Fund Micro Enterprise Loan Product and you affirm that these Terms and Conditions herein are without prejudice to any right that the Bank or Safaricom may have with respect to the Personal Savings and Loan Project in law or otherwise.
- 4.5 These Terms and Conditions may be amended or varied from time to time subject to at least thirty (30) days prior notice to you. The continued use of the services under the Hustler Fund Micro Enterprise Loan Product and/or the Services after lapse of the said notice period constitutes your agreement to be bound by the terms of any such amendment or variation.

5. ACCOUNT OPENING

- 5.1 The Bank reserves the right to verify with Safaricom the authenticity and status of your M-PESA account.
- 5.2 You may access the Hustler Fund Saving and Micro Enterprise Loan Product by way of an electronic application made by you using your mobile phone via the Hustler Fund menu on the Safaricom Network system by dialing *254#.
- 5.3 You hereby consent and authorize the Bank to request for, receive, record, disclose or utilize your personal information held by Safaricom pursuant to the agreement between you and Safaricom for the provision of Safaricom products and services and M-PESA Service including your phone number, name, date of birth, ID or Passport Number and such other information that will enable the Bank to identify you and comply with the regulatory “Know Your Customer” requirements (together the “Personal Information”). You also hereby agree and authorize the Bank to request Safaricom for information relating to your use of the M-PESA Service, M-PESA System and Safaricom Services as the Bank shall require for purposes of providing you the Services (“Customer information”) and in particular to determine your credit limit. You hereby consent to the disclosure of the Personal Information and the Customer information by Safaricom to the Bank and to the aforesaid use of the Personal Information and the Customer information by the Bank.
- 5.4 You hereby agree and authorize the Bank to obtain and procure your Personal Information contained in the IPRS from the Government of Kenya and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Bank.
- 5.5 You hereby further acknowledge and authorize the Bank to verify your Personal Information received from Safaricom against the information received from the Government of Kenya in your respect as contained in the IPRS.
- 5.6 The Bank reserves the right to request for further information from you pertaining to your application for a Hustler Fund Micro Enterprise Loan Product funds at any time.

Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your application for the Loan.

- 5.7 Acceptance of your application for a Hustler Fund Micro Enterprise Loan Product shall be done via SMS sent to the Safaricom Mobile Phone Number associated with your M-PESA Account.
- 5.8 The Bank reserves the right to decline your application for a Loan.

6. YOUR REQUESTS

- 6.1 You hereby irrevocably authorize the Bank to act on all Requests received by the Bank from you (or purportedly from you) through the System and to hold you liable in respect thereof. The Bank may nevertheless refuse to carry out any Requests which would result in there being an overdraft on your Hustler Fund Micro Enterprise Loan Product and M-PESA Account.
- 6.2 Safaricom and the Bank shall be entitled to accept and to act upon any Request, if they believe that it can correct any incomplete or ambiguous information in the Request without any reference to you being necessary.
- 6.3 Safaricom and the Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding that the Request may have been initiated, sent or otherwise communicated in error or fraudulently, and you shall be bound by any Requests on which Safaricom and the Bank may act if they in good faith and without negligence acted in the belief that instructions was sent by you.
- 6.4 Safaricom and the Bank may, in its absolute discretion, decline to act on or in accordance with the whole or any part of your Request pending further enquiry or further confirmation (whether written or otherwise) from you.
- 6.5 You agree to and shall release from and indemnify Safaricom and the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to their having acted in accordance with the whole or any part of any of your Requests.
- 6.6 You acknowledge that to the full extent permitted by law, Safaricom and the Bank shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity or any incident on your account by the fact of the knowledge and/or use or manipulation of your PIN, password, ID or by any other means occasioned by your negligence.
- 6.7 You can only cancel your Request by calling the Customer Care Centre and Requesting cancellation. Cancellation will however only be allowed where your Request is revocable and has not yet been acted on. If Safaricom or the Bank is able to cancel your instruction you may be charged for such cancellation.
- 6.8 Safaricom and the Bank are authorized to effect such orders in respect of your Hustler Fund Micro Enterprise Loan Product funds as may be required by any court order or competent authority or agency under the applicable laws.
- 6.9 In the event of any conflict between any terms of any Request received by the Bank from you and these Terms and conditions, these Terms and conditions shall prevail.

7. LOAN REPAYMENT

- 7.1 The Bank may at any time give you notice in writing that if an accrued debt is not paid within a stipulated period from the date of receipt by you of the notice then Safaricom

may, without further notice, freeze your M-PESA account from borrowing from the fund until payment in full.

- 7.2 Repayment of any amount due includes but is not restricted to repayment of the Interest and principal amount and may be made through partial payments or a full payment.
- 7.3 It is agreed that the Facility shall be available on an ongoing/continuous basis from the first date of utilization of the loan up to the last day for the period selected. Any funds received from the customer shall be applied towards repayment of the amount due on the loan in the following order of priority:
 - 7.3.1 First in repayment of all Interest.
 - 7.3.2 Secondly towards repayment of the principal amount.

8. STATEMENTS

- 8.1 You may request for a statement or activity report in respect of your funds within the M-PESA Wallet through the applicable Safaricom channels and menu.
- 8.2 The statement shall not be sent to you in printed form but shall be delivered to you via SMS to the Safaricom mobile phone number associated with your M-PESA account
- 8.3 Save for a manifest error, a statement issued to you in the aforesaid manner shall be conclusive evidence of the transactions carried out on your M-PESA wallet for the period covered in the statement.
- 8.4 We reserve the right to rectify discrepancies, add and/or alter the entries in your statements, without prior notice to you. you will however be informed of any rectification, additions and or alterations effected on your statements within a reasonable time after the changes are effected.
- 8.5 All notifications of transactions related to the Hustler Fund Micro Enterprise Loan Product shall be by way of SMS and the transaction charges for this service will be debited from your M-PESA Account.

9. CUSTOMER COMPLAINTS

- 9.1 You may contact the Bank's or Safaricom's Customer Care Center to report any disputes, claims or discrepancies in respect of the Service through any of the contacts provided below.

Safaricom

By sending an SMS or calling 100 for prepaid, 200 for postpaid or 234 which is for M-PESA support. Alternatively you can visit any Safaricom shop.

KCB Bank

Email: contactcentre@kcbgroup.com

Tel: +254 (20) 3270000

Tel: +254 (732) 187000

Tel: +254 (711) 087000

WhatsApp: +254 (711) 087087

SMS: 22522

- 9.2 Safaricom and the Bank will take all measures within its means to resolve your complaints

within a reasonable time. All complaints will be handled in accordance with Safaricom and the Bank's complaints handling procedures, which are available on request from any Safaricom or Bank Branch or Customer Care Centre. Where a notification regarding your complaint or any other matter is expected but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.

- 9.3 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

10. TAXES

10.1 Amounts in your M-PESA Wallet may be subject to withholding tax in accordance with applicable Kenyan, foreign or international law.

10.2 You consent and agree that we may withhold amounts in your M-PESA Wallet if any Kenyan or foreign tax authority requires us to do so.

11. TRANSACTIONS ON HUSTLER FUND INDIVIDUAL MICRO ENTERPRISE LOAN PRODUCT/ BIASHARA LOAN

11.1 Under this Fund, you will be entitled, subject to these Terms and Conditions, to transfer money from your M-PESA account and/or make withdrawals therefrom into your M-PESA account, as follows:

- i. using the Saving and Loan Fund menu on your device, you may apply for a loan from the fund and if issued, the Bank shall channel loaned funds under the personal loans project to your M-PESA Account free of charge.
- ii. You may access and withdraw funds from the Hustler Fund menu on your device and the applicable transaction Fees will however be charged on all transactions once the funds are in the M-PESA ecosystem.
- iii. There will be no restrictions on the number of deposits into your M-PESA Wallet for the Hustler Fund Micro Enterprise Loan Product over any period of time subject to a minimum deposit of Kshs. 1.
- iv. Subject to availability of sufficient funds to your M-PESA Wallet, there are no restrictions on the number of withdrawals you may make from your wallet over any period. You may withdraw up to the maximum allowable transactional limits under the M-PESA Service.

12. PRIVACY POLICY

12.1 Collection of information

We collect certain Personal Information for compliance with our legal and contractual obligations to you or to take steps to enter into an agreement with you without which we are legally obligated to deny you the service.

Apart from the legal obligation mentioned above, we also need to collect your Personal Information for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

12.2 Privacy

We are committed to respecting and protecting the privacy of the information we

collect from you. Our privacy statement, in compliance with the requirements of the Data Protection Act 2019, as updated from time to time, explains how we treat your Personal Information, who we share your information with, and measures taken protect your privacy when you use our Service. This can be found on the Safaricom and KCB websites.

13. DISCLOSURE

- 13.1 You hereby expressly consent and authorize the Bank to disclose, receive, record or utilize your personal information or information or data relating to your Personal Loan Project account and any details of your use of the Services:
 - 13.1.1 to and from the Bank's service providers, dealers, agents or any other company that may be or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services.
 - 13.1.2 to a Credit Reference Bureau.
 - 13.1.3 to the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings.
 - 13.1.4 to Safaricom or other business partners in connection with the M-PESA Service and other affiliated Services for the purpose of fulfilment of a legal obligation or realizing legitimate interests.
 - 13.1.5 for the purposes of credit scoring for the services.
 - 13.1.6 for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
 - 13.1.7 in business practices including but not limited to quality control, training and ensuring effective systems operation.
- 13.2 You authorize the Bank to disclose any information relating to your Personal Loan Project account to any Kenyan, foreign or international law enforcement or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud or to any other institution or third party as required by the laws of Kenya or any other country and or as the Bank may deem necessary.
- 13.3 In the event of death, your estate administrator will be granted access to your M-PESA wallet upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by your legal representatives duly appointed by the Court.

14. YOUR EQUIPMENT AND RESPONSIBILITIES

- 14.1 You shall at your own expense provide and maintain in safe and efficient operating order your device necessary for the purpose of accessing the System and the Services.
- 14.2 You shall be responsible for ensuring the proper performance of your device. We shall neither be responsible for any errors or failures caused by any malfunction of your device, and nor shall virus or related problems that may be associated with the use of the System, the Services and the device. You shall be responsible for charges due to any service provider providing you with connection to the Network and the Bank shall not be responsible for losses or delays caused by any such service provider.
- 14.3 You shall follow all instructions, procedures and terms contained in these Terms and

Conditions and any document provided by the us concerning the use of the System and Services.

- 14.4 You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your device and for keeping your PIN secret and secure. You shall ensure that your PIN does not become known or come into possession of any unauthorized person. We shall not be liable for any disclosure of your PIN to any third party and you hereby agree to indemnify and hold the us harmless from any losses resulting from any PIN disclosure.
- 14.5 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 Safaricom and the Bank 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.
- 14.6 You shall immediately inform the Safaricom and the Bank through the Customer Care Centre in the event that:
 - 14.6.1 You have reason to believe that your PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
 - 14.6.2 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.
- 14.7 You shall at all times follow the security procedures notified to you by the Bank 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 Personal Loan Project's data 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.
- 14.8 You shall not at any time or use the device in any way that may be prejudicial to Us.

15. EXCLUSION OF LIABILITY

- 15.1 In the absence of negligence on its part, Safaricom and the Bank 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 device, or (b) any other circumstances whatsoever not within our control including, without limitation, force majeure, terrorist or any enemy action and adverse weather or atmospheric conditions.
- 15.2 In the absence of negligence on its part, Safaricom and the Bank will not be liable for any losses or damage suffered by you as a result of or in connection with:
 - 15.2.1 unavailability of sufficient funds in your M-PESA account wallet;
 - 15.2.2 the money in your M-PESA Wallet being subject to legal process or other encumbrance restricting payments or transfers thereof;
 - 15.2.3 your failure to give proper or complete instructions for payments or transfers relating to your Hustler Fund Micro Enterprise Loan Product funds;
 - 15.2.4 any fraudulent or illegal use of the Services, the System and/or your Equipment; or
 - 15.2.5 Your failure to comply with these Terms and Conditions and any document or

information provided by the Bank concerning the use of the System and the Services.

- 15.3 Under no circumstances shall Safaricom or the Bank be liable to you for any loss of profit or anticipated 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 Bank.
- 15.4 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

16. 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 Safaricom and the Bank provide to you through the System or otherwise are vested in us or in other persons from whom we have a right to use and to sub-license 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 our prior written consent.

17. INDEMNITY

In consideration of our compliance with your instructions or Requests in relation to the M-PESA wallet, you undertake to indemnify us and hold us harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and you absolve us from all liability for loss or damage which you may sustain from us acting on your instructions or Requests or in accordance with these Terms and Conditions.

18. VARIATION AND TERMINATION OF RELATIONSHIP

- 18.1 Without prejudice to any of our rights under these terms and conditions, we reserve the right to at any time upon notice to you, terminate or vary our business relationship with you and may suspend or discontinue your use or access to the Hustler Fund:
- 18.1.1 if you use the M-PESA wallet for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services.
 - 18.1.2 if your M-PESA account or agreement with Safaricom is terminated for whatever reason.
 - 18.1.3 if the Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority.
 - 18.1.4 if the Bank reasonably suspects or believes that you are in breach of these terms and conditions
 - 18.1.5 where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety.
 - 18.1.6 to facilitate update or upgrade the contents or functionality of the Services from time to time.
 - 18.1.7 where your M-PESA Wallet becomes inactive or dormant or is deemed abandoned in line with the Unclaimed Financial Assets Act.

- 18.1.8 if we decide to suspend or cease provision of the Services for commercial reasons or for any other reason as we may determine.
- 18.2 If your M-PESA Wallet has any credit balance at the time of its closure, Safaricom will return any such balance to you, less any applicable fees.
- 18.3 You may cancel registration for the Service at any time through your Equipment or at your nearest Safaricom Shop. You may however not cancel registration if you have an outstanding and unpaid loan/ principal or unpaid Interest and Fees.
- 18.4 Termination shall however not affect any accrued rights and liabilities of either party.
- 18.5 If Safaricom or the Bank receives notice of your demise, we will not be obliged to allow any operation or withdrawal from your M-PESA Wallet by any person except upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by your legal representatives duly appointed by the Court.

19. MISCELLANEOUS

- 19.1 These terms and conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.
- 19.2 These terms and conditions (as may be amended from time to time) should be read in conjunction with the Terms and Conditions for the M-PESA services. In the event of any inconsistency, these Terms and Conditions for shall prevail in relation to the provision of the Hustler Fund Micro Enterprise Loan Product funds.
- 19.3 This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.
- 19.4 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 19.5 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.

20. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

- 20.1 You may contact the Banks or Safaricom's Customer Care Center to report any disputes, claims or Hustler Fund discrepancies.
- 20.2 Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act.
- 20.3 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.
- 20.4 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.