

Terms and Conditions for using Kopalink®

1.0 INTRODUCTION

- 1.1 Please read these terms and conditions carefully as they contain important information about your rights and obligations when using this website (the 'Website').
- 1.2 The Website is owned and operated by Sunbridge Online Merchants Limited ('we'/'us'/'our'), a limited company registered in Kenya under company number: PVT-PJUV9VM.
- 1.3 Sunbridge Online Merchants Limited, or the website <https://www.Kopalink.co.ke> (together called the "Company") is not a lender and does not provide loans on its own.
- 1.4 The term 'you' refers to the user or viewer of our Website. By browsing on or using the Website you are agreeing to comply with and be bound by these terms and conditions which, together with our privacy policy, governs our relationship with you regarding the use of our Website.
- 1.5 Kopalink® ("we", "us") is a trading name and registered trademark of Sunbridge Online Merchants Limited. We are a private limited company incorporated in Kenya dealing with loan introductions. "You", "you" or "your" means a Borrower or Lender (unless we specify otherwise).
- 1.6 These Terms govern the relationship and, together with the information that you give us when you create an account, form a legally binding agreement between you and us. Please read these Terms carefully before deciding to use the Platform, as they contain your rights and obligations, and seek independent advice if you need further information. If you do not agree to these Terms, you must stop using the Platform immediately.
- 1.7 Please also read our Privacy Policy which explains how we use the information that we hold about you and your account, but does not form part of our agreement with you.
- 1.8 We act as an intermediary, providing a Platform to introduce Borrowers to Lenders. Any Loan Contract you enter into will be between a Borrower and

Lender(s). We act as a link to lenders for those seeking financial facilities. We do not offer Loans to Borrowers and are not the Borrower's agent and we owe no duty to the Borrower. We do not provide any investment, legal, tax or other advisory services, financial or otherwise, to any Borrower or Lender.

- 1.9** Information carried at Website is not and should not be construed as an offer or solicitation or invitation to borrow or lend.
- 1.10** By submitting your application as a borrower, you authorize Kopalink® to share your information with lenders and consent for such lender(s) to act on your information and may seek your credit information report and call/ message you regarding your query. The outcome of your query or application is solely a matter between you and the lender(s).
- 1.11** By registering on our portal as a Lender, you authorize Kopalink® to share your information with potential borrowers.
- 1.12** The Company is, by no means, assuring as to the correctness of information, FAQ's, graphics, images, text, and/or various tools and calculators, including their result, displayed at this website or sent to the user by email or otherwise (together called "Information"). These are purely for indicative purposes and cannot be relied upon, either individually or together with any other information, by the user in any manner whatsoever.
- 1.13** The Company is a neutral and independent service provider and is not related to the government, any regulator or any credit information bureau in any way; it does not have the ability to influence the outcome of a case or query or loan application in any manner.
- 1.14** The Company is not guaranteeing or assuring a particular or favorable outcome.
- 1.15** The Company is not providing any legal or accounting or tax advice.
- 1.16** The Company shall have no liability whatsoever to the user for any direct, indirect or consequential losses, damages, costs, charges, expenses or otherwise, which the user or any third party may incur arising out of the use of the Information.
- 1.17** Any personal information, documents and credit data and/or technical and/or business and/ or commercial and/ or financial data provided by the user can be used by the Company and its agents without any obligation to the user and be shared with any regulatory or statutory body on their request. The Company is not liable to delete any such information from its servers or records.

- 1.18** The Company gives the option to opt-out from receiving emails or messages at any time. Once you choose to opt-out, you won't receive any further communication from Kopalink®. To unsubscribe, click [here](#).

2.0 DEFINITIONS

- 2.1** The following definitions shall apply in these Terms:

2.1.1 Account Creation Date

means the date on which your account is created

Introducer

means Sunbridge Online Merchants trading as Kopalink® as an introducer and link between the borrower and the lender.

2.1.2 Authorised Person

means a person that we agree may communicate with us on behalf of a Corporate Lender or Corporate Borrower;

2.1.3 Borrower

means a person who applies for a financial facility from a lender and holds a user account on the Platform;

2.1.4 Borrower Account

means an account created by a Borrower on the Platform;

2.1.5 Borrower Profile

means information submitted by a Borrower when creating a Borrower Account;

2.1.6 Lender Profile

means information submitted by a Borrower when creating a Borrower Account;

2.1.7 Business Day

means any day which is not a Saturday or Sunday or public holiday in Kenya;

2.1.8 Corporate Borrower

means a Borrower who is not an individual or a sole trader;

2.1.9 Corporate Lender

means a Lender which is not an Individual Lender and which satisfies the Lender Criteria for corporates;

2.1.10 Lender

means a lending institutions which creates an account with us for the purposes of lending (whether actually or potentially) to Borrowers on the Platform;

2.1.11 Lender Account

means an account created by a Lender on the Platform;

2.1.12 Loan

means the sum a Borrower loans or seeks to loan from Lender(s) as identified in the relevant Loan Application;

2.1.13 Loan Amount

means the amount being loaned by Lender(s) to Borrower, subject to the Loan Contract;

2.1.14 Loan Application

means the process of Borrower applying for a Loan under the Terms;

2.1.15 Loan Contract

means the Loan Contract and Loan Conditions entered into by and between a Borrower and a Lender in respect of any Loan.

2.1.16 Loan Offer

means the offer of a Loan at the weighted average interest rate specified, made to the Borrower at the end of a Successful Auction;

2.1.17 Loan Requirements

means the requirements for Loans as set out in this document;

2.1.18 Minimum Interest Rate

means the minimum rate of interest for any Loan that is set by our credit underwriting team for any Loan Application and Auction following allocation of a Risk Band;

2.1.19 Platform

means the Kopalink® platform available on www.kopalink.co.ke provided by us;

2.1.20 Privacy Policy

means our policy setting out how we use all personal information that you provide to us through the Platform or any by other means, or that we hold about you and your account, full details of which are provided here;

2.1.21 Commission

means a fee equal to 1.5% of the gross loan amount that shall be paid by the Lender to us for the purpose of a successful introduction of a Borrower.

2.1.22 Terms

these terms and conditions, as amended from time to time and “Term” shall be construed accordingly.

3.0 GENERAL ACCOUNT CREATION AND OPERATION

3.1 General account creation

3.1.1 You can register as a Borrower or Lender no more than once. By creating an account, you will be obtaining access to the Platform.

Lenders may access the Platform following the outlined registration process as provided for to them.

3.1.2 To create and operate an account, you must satisfy, and continue to satisfy, the Lender Criteria, or Borrower Criteria, as applicable.

3.1.3 Individual Lenders and sole trader Borrowers

To create an account, you must provide a valid email address, enter a password and other personal information that we may reasonably require.

3.1.4 Corporate Lenders and Corporate Borrowers

To create an account, you must provide:

- ❖ the name of your proposed Authorised Person;
- ❖ the full name, any trading names and registration number (if any) of your entity, trust or association;
- ❖ the names and addresses of all directors, partners, trustees, members or equivalent officers, each with holdings greater than 20% in the entity, trust or association;
- ❖ all registered and trading addresses; and
- ❖ a contact telephone number.

3.1.5 We will communicate with and accept instructions from your Authorised Person but we will treat you only as our customer;

3.1.6 We may, but will not be obliged, to make any enquiries or investigations to confirm the identity or authority of any proposed or current Authorised Person, and will not be responsible for the consequences of any delay that occurs whilst we do so.

3.1.7 Communications with Corporate Lenders and Corporate Borrowers

3.1.8 We will continue to take instructions from your Authorised Person until we receive notice otherwise (which can be verified to our reasonable satisfaction).

3.1.9 You (the Corporate Lender or Corporate Borrower) must tell us in writing if you wish to change or add an Authorised Person.

3.1.10 We may decline to accept any Authorised Person without giving you a reason.

3.1.11 If you wish to:

- Close your account;
- give or revoke the authority of a third party (including an adviser) to operate your account,

- then you must give us written notice signed by an Authorised Person or, if the Authorised Person is not a director, partner, member (or equivalent officer who is able to bind the Lender), by such a person.

3.2 Communications and access to the Platform

- 3.2.1** All personal information that you provide or that we hold about you and your account will be used in **accordance** with our Privacy Policy.
- 3.2.2** To access the Platform, you will require your email address and password. Your account is non-transferable.
- 3.2.3** We will communicate with you using the contact details (including the email address) that you provide to us. You acknowledge and agree that we may communicate with you primarily by email and that we may provide information about the risks of investing through the Platform through our website. If you need to contact us you should call us on 0722 239021 or email us at info@kopalink.co.ke
- 3.2.4** All communications between us will be in English. It is your responsibility to notify us of any change to the details, including the contact details, that we hold about you. We will not be liable to you for any losses that you incur if you fail to do so.
- 3.2.5** You undertake to keep your access details and password secure at all times. You are responsible and liable for all information provided through your account to us, and are responsible for all activity on your account (including activity by those parties that you authorise to access your account on your behalf e.g. employees or agents). You must notify us immediately if your account access details have been compromised, stolen, lost or otherwise breached. We will not be liable for any losses that you suffer if someone else accesses your account using your account details.
- 3.2.6** We will be entitled to rely on any instructions that we receive whilst your account has been activated using your access details and password. We will act on any instructions given in accordance with our stated procedures that appear, in our reasonable opinion, to be valid, and have no duty to make any further enquiries in relation to such instructions.
- 3.2.7** You expressly agree that, when accessing the Platform, you will conduct your activity in a true, honest, professional manner and you

agree to not adapt, circumvent or attempt to reverse engineer any of our systems or Platform.

3.2.8 We reserve the right not to act on your instructions where we suspect that the person logged into your account is not you or we suspect illegal or fraudulent activity or unauthorised use.

3.2.9 If you cease to satisfy the Borrower Criteria (as set out in Term 5) or Lender Criteria (as set out in Term 6) as applicable, we may restrict, suspend or terminate your access to the Platform without notice, in accordance with Terms 15 and 16.

3.3 Borrower Accounts

3.3.1 By registering for a Borrower Account, you acknowledge and accept that we do not in any way promise or otherwise guarantee that you will receive funding through the Platform or through our registered lenders.

3.3.2 That the account opening in no way constitutes an obligation on us to procure funding for Borrowers or constitute a warranty that funding will be available.

3.4 Lender Accounts

3.4.1 All Lenders:

3.4.1.1 Must be a financial institution registered in the Republic of Kenya and:

3.4.1.2 be approved by us.

3.4.1.3 Individual Lenders must be over 18 years old and a permanent resident of the Kenya.

3.5 Corporate Lenders must be:

3.5.1.1.1 a limited liability partnership or a limited liability company in each case incorporated in the Republic of Kenya and registered under the Company's Act;

3.5.1.1.2 Registered by the relevant financial regulatory authority

3.5.1.1.3 Must tell us the capacity in which you wish to open an account.

3.5.1.1.3.1 We reserve the right to decline any Lender application entirely at our discretion.

3.5.1.1.3.2 When you become a Lender, Kopalink® will treat you as a retail client unless we agree with you otherwise.

- 3.5.1.1.3.3 As a Lender you undertake and warrant that you shall act in good faith in your dealings with Sunbridge Online Merchants Limited and under no circumstance shall you make, publish or cause to be published any, misleading or potentially defamatory statement in any public forum (including in print or on social media) regarding
- (i) any Borrower's, or
 - (ii) (ii) your own use of the Platform and/or any investments made through Platform.

3.6 Know Your Client Checks

You acknowledge and accept that checks may be conducted on your identity, or if you are a Corporate Lender, the identity of your underlying owners, partners, trustees or members or that of any entity within your group, to satisfy money laundering and other regulations and requirements, and any other relevant checks with third parties as described in our Privacy Policy ("Know Your Client Checks"). Your activity on the Platform will be limited as explained in these Terms until you have satisfied the required Know Your Client Checks. Further checks may be needed where the Account holder is not an individual or where you are opening an account on behalf of another person. We will tell you about any additional requirements.

3.7 BORROWER PROFILE

- 3.7.1** If you are the Borrower:
- 3.7.2** Information submitted by you when creating a Borrower Account, together with any other information we so require, will be used to build your Borrower Profile. The Borrower Profile will be visible to all potential Lenders.
- 3.7.3** In addition to the information submitted by Borrowers, the Borrower Profile shall contain details of the Risk Band. By commencing an Auction, you warrant and represent that all information contained within your Borrower Profile is accurate, complete and up to date.
- 3.7.4** You warrant and represent that you have disclosed to us any circumstances that you are aware of (including without limitation any claims, undisclosed liabilities, litigation, arbitration, court proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against you by any third party) which could

or might result in a material adverse change in your financial condition, business or assets.

3.7.5 You agree with us that you will promptly provide full details to us upon you becoming aware of or suspecting that any of the circumstances mentioned herein have occurred or may occur, and will also provide us with such information as it may reasonably require about your financial condition, business and affairs from time to time. If you are, or at any time become, aware of any current or future claim country's revenue agency (or any other governmental department or agency or other public body) against you, you may not accept a loan unless you have provided us with full details of such claim (or potential claim) and we have agreed in writing that you are still eligible to participate in Auctions and/or receive Loans through our Platform.

3.8 BORROWER AND LENDER ACKNOWLEDGEMENTS

- 3.8.1** Lenders acknowledge and accept that we do not check the accuracy or completeness of all Borrower Profile information. Any statements made by a Borrower in the Borrower Profile are in no way endorsed, supported or guaranteed by us.
- 3.8.2** Lenders expressly acknowledge that they will undertake their own diligence on any Borrower prior to making any bid, and Lenders shall not be entitled to rely on any information on the Platform in making decisions to lend.
- 3.8.3** No warranty is given by us as to the accuracy, completeness or quality of the contents of the Borrower Profile.
- 3.8.4** All lending is done entirely at the Lender's own risk. We do not recommend or endorse any Borrower, or any Loan nor do we guarantee that any Loan will be repaid in whole or part.
- 3.8.5** The Borrower and Lender acknowledge and accept that it is their sole responsibility, prior to accessing or using the Platform, to ensure that their actions in doing so do not contravene any legal or regulatory requirements that may apply to them. LC will be entitled to assume without further investigation that, by creating an account, the Lender or Borrower is legally permitted to do so.
- 3.8.6** As a Corporate Lender or Corporate Borrower, you confirm that you have the right, power and authority, and have taken all action necessary to enter into your agreement with us and any Loan Contract or Security and execute, exercise and deliver your rights

and perform your obligations, under these Terms and any Loan Contract or Security.

4.0 NOTIFICATION

- 4.1** After we receive a Loan Application, we will notify the Borrower through the Borrower's registered email address of the submission of the application to our registered Lenders.
- 4.2** All lending by Lenders is done at the Lender's own risk. Kopalink® does not undertake any risk analysis of Borrowers and Lenders must check the credit worthiness of any Borrower, and undertake its own research, analysis and assessment of each Borrower and each Loan, seeking independent financial advice.
- 4.3** We do not provide any form of financial advisory services.
- 4.4** We accept no responsibility and disclaim all liability for any information about a Borrower made available to prospective Lenders through the Platform
- 4.5** We do not update or amend any Borrower Profile.

5.0 LOAN PROCESS

- 5.1** To make a Loan Application the Borrower must first create an account on the Platform.
- 5.2** Loan Applications cannot be amended by the Borrower once submitted but the Borrower may cancel a Loan Application at any before submitting.

6.0 ACCESS

- 6.1** You will be able to access parts of the Website without having to register any details with us.
- 6.2** You are responsible for making all arrangements necessary for you to have access to our Platform. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.
- 6.3** We make reasonable efforts to ensure that this Website is available to view and use 24 hours a day throughout each year however, this is not guaranteed. The Website may be temporarily unavailable at any time because of: server or systems failure or other technical issues; reasons that are beyond our control; required updating, maintenance or repair.

- 6.4** Where possible we will try to give you advance warning of maintenance issues but shall not be obliged to do so.

7.0 TERMINATING YOUR ACCOUNT WITH US

- 7.1** If you no longer wish to be a registered Borrower or Lender, please contact us to close your account. You can contact us via our contact page.
- 7.2** We are entitled to terminate your account at any time and for any valid reason including but not limited to:
- 7.2.1** your breach of these Terms or our Privacy Policy;
 - 7.2.2** any suspicion we have that you have committed or are concerned in committing fraud, money laundering or other criminal activities;
 - 7.2.3** your use of the Platform in any of the following ways:
 - 7.2.4** to cause, or in a way that is likely to cause, interruption or damage to the Platform;
 - 7.2.5** for fraudulent or other criminal purposes;
 - 7.2.6** for any illegal, offensive, abusive, indecent, defamatory, obscene, menacing activity or conduct;
 - 7.2.7** in breach of any copyright, trademark, confidence, privacy or other right of any party;
 - 7.2.8** to cause nuisance or distribute a software virus, Trojans, bugs, or for commercial solicitation, chain letters, mass mailings or any other conduct we regard as spam;
 - 7.2.9** you no longer fulfil (in whole or part) the applicable Lender or Borrower criteria;
 - 7.2.10** you are the subject of a bankruptcy petition (or similar event in your jurisdiction);
 - 7.2.11** a petition is filed, a notice is given, a resolution is passed, or an order is made for, or in connection with, your winding up;
 - 7.2.12** an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you;
 - 7.2.13** a person becomes entitled to appoint a receiver over your assets is appointed over your assets.
 - 7.2.14** If you are a Corporate Lender or Corporate Borrower we will be entitled to terminate your account if the circumstances in these

clauses Term 15.2 apply to any one director, partner, trustee, or member (or similar officer) as applicable.

7.2.15 Termination of your account as a Borrower by us will not necessarily result in a termination of any loan contract you have with our Lenders.

7.2.16 Closure of your account will not affect any legal rights or obligations that have already arisen.

8.0 RESTRICTING ACCESS TO YOUR ACCOUNT

8.1 As an alternative to termination of your account, we may restrict or suspend your access to the Platform at any time and for any reason as outlined in these Terms and Conditions.

8.2 Restricted access shall mean that you will not be able to access the platform at any time.

9.0 PLATFORM USAGE, DISTRIBUTION AND AVAILABILITY

9.1 The Platform is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to applicable law or regulation.

9.2 You are permitted to download and print content from this Platform solely for your own personal use or in the course of your business to the extent required to use the services provided on this Platform. Platform content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without our express written consent.

9.3 We are not responsible for content downloaded or posted by any user on the Platform.

9.4 We will not edit content downloaded or posted on the Platform, unless we consider the information or comments posted illegal, offensive, abusive, indecent, defamatory, obscene or menacing.

9.5 We will endeavour to allow uninterrupted access to the Platform, but access to the Platform may be suspended, restricted or terminated at any time.

9.6 The content and material available on the Platform is for informational purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments, securities or any other financial services or banking product. If you are unsure about whether a product is suitable you should contact an independent financial adviser.

9.7 You are responsible for all costs incurred by you in accessing the Platform.

10.0 PRIVACY AND DATA PROTECTION

You agree that any and all personal information you provide to us via the Platform or any by other means, may be collected, stored, processed and used in accordance with our current Privacy Policy.

11.0 INTELLECTUAL PROPERTY

- 11.1** The content of the Platform is protected by copyright (including design copyrights), trademarks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to Sunbridge Online Merchants Limited's moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world).
- 11.2** You acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.
- 11.3** You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.
- 11.4** You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices.
- 11.5** You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.
- 11.6** You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

11.7 No license is granted to you to use any of our trademarks or those of our affiliated companies.

12.0 INTELLECTUAL PROPERTY RIGHTS

12.1 Subject to any other provisions of these Terms, we own all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the Platform.

12.2 If and to the extent that any such intellectual property rights vest in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents as we may reasonably request in order to assign such intellectual property rights back to us.

12.3 You shall retain ownership of all copyright in data you upload or submit to the Platform. You grant us a world-wide exclusive, royalty-free, non-terminable license to use, copy, distribute, publish and transmit such data in any manner and in accordance with these Terms and our Privacy Policy.

12.4 We do not warrant or represent that the Platform, or the contents thereof, do not infringe the rights of any third party.

13.0 CONTACTING US

13.1 Should you have any questions about these Terms, or wish to contact us for any reason whatsoever, please contact us through our website www.Kopalink.co.ke.

14.0 For enquiries please contact us on

15.0 Tel. +254 722 239021 | email info@Kopalink.co.ke |

16.0 Calls made from a landline are charged at the local rate. Call charges may be higher when calling from a mobile. Please check with your network provider.

17.0 COMPLAINTS

17.1 If you wish to make a formal complaint, you may do so in person, in writing by post or email or by telephone.

18.0 COMPENSATION

18.1 Participants in our Platform will not be eligible for compensation under any law. However, we have put in place contingency arrangements to ensure the orderly wind down of the Platform should we cease trade or become insolvent.

19.0 LEGAL AND TAX MATTERS

19.1 We will not provide you with legal or tax advice and recommend that you obtain your own independent advice.

19.2 Taxes and duties may be imposed by the government or other bodies on services that we provide to you or otherwise in relation to any money you receive as a consequence of your investment through the Platform. It is your sole obligation to identify and pay any such tax or duties and we will not be liable to you if you fail to do so. We will notify you should we require to collect payment of any taxes and duties in relation to your operation of your account.

20.0 DORMANT ACCOUNTS

20.1 We will treat your Lender Account as dormant if there have been no transactions for a period of six months (a "Dormant Account");

20.2 If your Account becomes a Dormant Account, we will give you 28 days' notice (sent to the last known email address that we have for you) to reclaim any money within your Lender Account.

20.3 If, after we have given you notice, we do not get any response from you, we shall close your Account.

20.4 You agree that we need no longer treat the balance in a Dormant Account as client money. We will use reasonable efforts to trace you but if we are unable to contact you, we may transfer any remaining

20.5 balance in a Dormant Account (after we have deducted from the balance any Administration Fees or other charges due to us in relation to any account that you hold, or have held, with us) to a registered charity of our choice. However, we will retain a record of the balance that we have transferred from the Dormant Account and will repay such balance on receipt of a valid and verifiable claim from you or your personal representatives.

21.0 VARIATION OF TERMS AND CHARGES

- 21.1** We may vary these Terms and our fees and charges at any time if we have a valid reason to do so. We consider the following reasons to be valid reasons:
- 21.1.1** to respond proportionately to changes in regulatory requirements
 - 21.1.2** to comply with any decision or recommendation of a legal body or legal decision;
 - 21.1.3** to reflect good industry practice;
 - 21.1.4** as a consequence of changes to our systems and processes and the way our business operates;
 - 21.1.5** to remedy errors; or
 - 21.1.6** to proportionately reflect legitimate cost increases in or restructures of our provision of our services.
- 21.2** We may add, withdraw, suspend the operation of or amend the terms of any product or promotion available on the Platform from time to time.
- 21.3** If we vary these Terms, or the terms of any one of our products, to your disadvantage, or vary our fees and charges for a valid reason that is not specified in these Terms, we will give you 30 days' prior notice in writing, unless we require to make the change immediately for the purposes of complying with regulatory requirements.
- 21.4** Whenever we give you notice of a material amendment that is to your disadvantage, you will be able to close your Lender Account or Borrower Account during the period specified within our notice of variation in accordance with your current Terms.
- 21.5** If, after the receipt of such notice, you do not close your Lender Account or Borrower Account within the notice period specified, you will be deemed to have accepted the changes.
- 21.6** The amended Terms will apply from the effective date of any variation that we notify to you.
- 21.7** These terms and conditions were last updated on 8th October, 2022.

22.0 DISCLAIMER

- 22.1** It shall be your responsibility to ensure that any products, services or information available through the Website meet your specific requirements.
- 22.2** We will not be liable to you if the Website is unavailable at any time.
- 22.3** We attempt to ensure that the information available on the Website at any time is accurate. However, we do not guarantee the accuracy or completeness of material on this Website. We use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of

them. We make no commitment to ensure that such material is correct or up to date.

- 22.4** All drawings, images, descriptive matter and specifications on the Website are for the sole purpose of giving an approximate description for your general information only and should be used only as a guide.
- 22.5** The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these terms and conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.
- 22.6** We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.
- 22.7** We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Website.
- 22.8** We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you.
- 22.9** You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses Trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.

22.10 We reserve the right to disclose such information to law enforcement authorities as we reasonably feel is necessary should you breach this agreement.

23.0 GENERAL TERMS

23.1 If any of these Terms is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

23.2 All disclaimers, indemnities and exclusions in these Terms shall survive termination of the agreement between us for any reason.

23.3 We may, in whole or in part, release, compound, compromise, waive or postpone, in our absolute discretion, any liability owed to us or right granted to us in these Terms without in any way prejudicing or affecting our rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

23.4 No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms or otherwise.

23.5 These Terms, the Privacy Policy and any Loan Introducer Contract constitute the entire agreement between you and us with respect to your use of the Platform and the services provided via the Platform and supersede any and all representations, communications and prior agreements (written or oral) made by you or us.

24.0 USE OF THE WEBSITE

24.1 You are permitted to use the Website and the material contained in it only as expressly authorized by us and in accordance with these terms and conditions, as may be amended from time to time without notice to you.

24.2 We provide access and use of the Website on the basis that we exclude all representations, warranties and conditions to the maximum extent permitted by law.

24.3 We reserve the right to:

- 24.3.1** Make changes to the information or materials on this Website at any time and without notice to you.
 - 24.3.2** Temporarily or permanently change, suspend or discontinue any aspect of the Website, including the availability of any features, information, database or content or restrict access to parts of or the entire Website without notice or liability to you or any third party.
 - 24.3.3** Refuse to post material on the Website or to remove material already posted on the Website
- 24.4** You may not use the Website for any of the following purposes:
- 24.4.1** Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material
 - 24.4.2** Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise
 - 24.4.3** Breaching any applicable local, national or international laws, regulations or code of practice
 - 24.4.4** Gaining unauthorised access to other computer systems
 - 24.4.5** Interfering with any other person's use or enjoyment of the Website
 - 24.4.6** Breaching any laws concerning the use of public telecommunications networks
 - 24.4.7** Interfering with, disrupting or damaging networks or websites connected to the Website
 - 24.4.8** Utilisation of data mining, robots or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website
 - 24.4.9** To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation
 - 24.4.10** To create and/or publish your own database that features all or substantial parts of the Website
 - 24.4.11** Making, transmitting or storing electronic copies of materials protected by copyright without the prior permission of the owner

24.5 In addition, you must not:

- 24.5.1** Knowingly introduce viruses, Trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful to the Website
 - 24.5.2** 4.5.2. Attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to it
 - 24.5.3** Attack the Website via a denial-of-service attack or a distributed denial-of service attack
 - 24.5.4** Damage or disrupt any part of the Website, any equipment or network on which the Website is stored or any software used for the provision of the Website
- 24.6** A breach of this clause may be a criminal offence under the laws of Kenya. We may report any such breach to the relevant law enforcement authorities and disclose your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

25.0 LINKING TO THE WEBSITE

- 25.1** You must **not** create a link to the Website from another website, document or any other source without first obtaining our prior written consent.
- 25.2** Any agreed link must be:
 - 25.2.1** To the Website's homepage
 - 25.2.2** Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the Kenya and the law in any country from which they are hosted
 - 25.2.3** Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it
 - 25.2.4** Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists

25.3 We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

25.4 We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

26.0 EXTERNAL LINKS

26.1 To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

26.1.1 The privacy practices of such websites

26.1.2 The content of such websites, including (without limitation) any advertising, content, products or other materials or services on or available from such websites or resources

26.1.3 The use which others make of these websites

26.1.4 Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, materials or services available on and/or purchased by you from such external websites or resources.

27.0 COOKIES

27.1 We use cookies to help us analyse traffic on our site and customer behaviour. Cookies may also be used by our partners to understand marketing and traffic patterns. During the course of any visit to Sunbridge Online Merchants Limited's website, the pages you see, along with a cookie, are downloaded to your computer. Any information that is supplied by cookies can help us to provide you with a better service and assists us in analysing the profile of our visitors.

27.2 Most web browsers automatically accept cookies, but normally you can alter your browser settings to prevent automatic acceptance, if you prefer. If you opt not to

receive our cookies, we cannot guarantee that your experience with our website will be as quick or responsive as if you do receive cookies.

- 27.3** We do not store passwords or any other information about a visitor in a cookie that could identify them, their location, their preferences or their financial activity.

28.0 LIMITATION OF LIABILITY AND INDEMNITY

- 28.1** Notwithstanding any other provision in these terms and conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

28.1.1 Death or personal injury resulting from our negligence

28.1.2 Fraud or fraudulent misrepresentation

28.1.3 Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability

- 28.2** We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for the below mentioned losses which you have suffered or incurred arising out of or in connection with the provision of any matter in these terms and conditions even if such losses are foreseeable or result from a deliberate breach by us or as a result of any action we have taken in response to your breach:

28.2.1 Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings)

28.2.2 Any loss of goodwill or reputation; or

28.2.3 Any special or indirect losses; or

28.2.4 Any loss of data

28.2.5 Wasted management or office time

28.2.6 Any other loss or damage of any kind

- 28.3** You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative

and legal costs, arising out of any breach of these terms and conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.

28.4 This clause does not affect your statutory rights as a consumer.

29.0 GENERAL

29.1 We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.

29.2 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions in these terms and conditions and the remainder of the provision in question will not be affected.

29.3 All Contracts are concluded and available in English only.

29.4 If we fail, at any time to insist upon strict performance of any of your obligations under these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms and conditions, it shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

29.5 A waiver by us of any default shall not constitute a waiver of any subsequent default.

29.6 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing

30.0 Opening an Account

30.1 To be **eligible** to apply for a Kopalink Borrower Account

30.1.1 you must be a Kenyan citizen

30.1.2 you must be 18 years of age or older; and

30.2 Your application for a Kopalink Borrower Account must be made electronically on the Platform. All applications are subject to acceptance by Sunbridge Online

Merchants Limited and we may require that you provide us with additional information for the purposes of opening the Kopalink account.

31.0 GOVERNING LAW AND JURISDICTION

31.1 The Website is controlled and operated in the Republic of Kenya.

31.2 These terms and conditions will be governed by the laws of Republic of Kenya and you irrevocably agree to submit to the exclusive jurisdiction of the courts of the Republic of Kenya.

Effective Date

08 October, 2022

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