# Terms and Conditions for Orange Money N'stakolle Loan Service Provided by Ezra LendTech (Botswana) Pty Ltd.

## PURPOSE

These Orange Money Micro Loans Service (N'stakolle Loan) Terms and Conditions govern the access and use of the Orange Money Micro Loans Service offered via mobile phones to registered Orange users with an Orange Money account (the "OM Service").

These loans are offered through the Orange Money platform and underwritten by Ezra LendTech (Botswana) Pty Ltd, being the lending entity under license NBFIRA 11/1/6(236).

By choosing to use the Orange Money N'stakolle Loan ("SERVICE") you acknowledge and agree that the N'stakolle Loan is made available through Orange Money ("ORANGE MONEY") as an electronic payments service provider governed by the Electronic Payments Services Regulations 2019., and that Ezra LendTech (botswana) Pty Ltd remains responsible for the underwriting and provision of the loan.

Furthermore, you agree to the following:

- The SERVICE is subject to applicable financial services, lending, anti-money laundering, consumer protection, and data protection laws of Botswana.
- Comply with all applicable laws and regulations of Botswana in connection with your use of the SERVICE and not use the proceeds of the N'stakolle Loan for any unlawful activity.

- be bound by the ORANGE MONEY's terms and conditions of use of the SERVICE
- Your full name, identification number, physical address and contact numbers, as recorded in the Customer's verified Orange Money KYC record on the date the Loan is accepted, form part of this Agreement and are incorporated into it as the particulars of the borrower.
- You may view these particulars, and request their correction, at any Customer Assistance Centre, by calling the Orange Botswana Call Centre on 123.
- You consent to Orange Money sharing your "Know Your Customer" information and relevant transactional data Ezra LendTech (Botswana) Pty Ltd. solely for the purposes related to credit assessment, loan administration, fraud prevention,

regulatory compliance and related lawful processing activities in accordance with applicable data protection laws
- Undertake to repay the N'stakolle loan amount along with all the due charges on the agreed date and time
- Accept to be charged a late payment fee for any delays in payment beyond the due datetime on the outstanding amount
- Permit Orange Money and Ezra Botswana to report or register relevant credit information concerning me with the credit bureau for not meeting my obligations

## DEFINITIONS

**In these terms and conditions, the following terms will have the meaning set forth below: "N'stakolle Loan":** The product name or service for the Orange Money Micro Loans service

"**Orange Money N'stakolle Loan**": cash loans advanced to an Orange Money's Customer and distributed through the Orange Money digital channels subject to a credit eligibility check, affordability assessment and, fraud prevention requirements as determined by EZRA Botswana.

"**Auto Debit repayment**": An automated loan repayment process applied to an outstanding Loan on or after the Loan Due Date in accordance with these Terms and Conditions..

**"Applicable Law"**: means all laws, regulations, directives, regulatory requirements, industry standards, and lawful instructions applicable in Botswana from time to time.

"**Balance**": the face value of Orange Money Units outstanding in an Orange Money Account at any given moment;

"**Cash in/Credit/Deposit**": all incoming transfers of Orange Money Units into the Orange Money Account;

“**Cash out/Debit**”: all outgoing transfers of Orange Money Units from the Orange Money Account;

**“Charge”:** any fee payable by the Customer for the use of the Orange Money Service, including taxes and other related costs;

**“Customer”:** any given individual customer of the Orange Money N’stakolle Loan Service holding an active Orange Money Account within Botswana;

“**Customer Assistance Center”:** Any Orange Shop in Botswana where the Customer can enquire about the Service and the Orange Botswana Call Center accessible on 123;

**“Debit Block”** means a restriction applied to the Customer’s Orange Money account while an N’stakolle Loan is in default. Under it, the account may receive funds but may not be debited for any other transaction, and all incoming funds are applied first to the outstanding loan and related charges until the obligation is fully settled, after which the restriction is lifted.

“**Default**”: means the failure by the Customer to repay all or part of the Total Repayment Amount on or before the applicable Loan Due Date.

**“Ezra LendTech (Botswana) Pty Ltd (“EZRA”**)”: micro-lending company incorporated under the laws of Botswana and licensed by NBFIRA under licence number 11/1/6(236), having its registered office at Plot 4863, Dinatla Court, Extension 11, Gaborone, Botswana, or its assignees or successors. Website: www.ezra.world.

**“Internet Site”:** the website www.orange.co.bw describing the functionalities and conditions of access and use of the Orange Money Service;

**“Identification”:** means a valid national identification card for Botswana citizens or a valid passport and/or other legally acceptable identification document for non-citizens, as may be required for KYC purposes.

**“KYC”:** also known as “Know Your Customer” means customer identification, verification, due diligence, monitoring, and related compliance obligations prescribed by applicable anti-money laundering, counter-terrorism financing, and other applicable laws and regulations in Botswana from time to time.

**“Late Payment fee”:** means a default-related fee that may be applied to overdue amounts from the date the loan becomes past due, subject to the applicable pricing schedule and the maximum limits permitted by Applicable Law which shall be calculated on the outstanding overdue amount after deducting any repayments received.

**“Loan Due date”:** the date the Customer should have fully repaid their N’stakolle Loan, including all associated fees (SERVICE FEE), based on the loan period.

**“Orange Botswana (ORANGE)”:** a telecommunications company incorporated under the Laws of Botswana having its registered office at The Fields, Plot 54349, Block D, Central Business District (CBD), Gaborone Botswana or its assignees or successors;

**“Orange Money Botswana (ORANGE MONEY**)”: An Electronic Payments Service company incorporated under the Laws of Botswana having its registered office at The Fields, Plot 54349, Block D, Central Business District (CBD), Gaborone Botswana or its assignees or successors;

**“Orange Money Account”:** The Customer’s mobile money account linked to a single Orange mobile phone number opened in the books of Orange in the Customer’s name, and which stores the Customer’s Orange Money Units to be utilized for effecting Transactions;

**“Orange Money Service”:** service provided by Orange Money enabling the transfer of Orange Money Units between Orange Money Service Accounts at the applicable Charging Rates;

**“Participant”:** Orange or any Distributor or Customer;

“**Principal Amount**”: the amount advanced to a customer excluding the Service Fees and any other applicable charges.

**“Secret Code/PIN”:** the Customer’s personal identification number serving as secret code necessary to access and manage its Orange Money Account;

“**Service Fee**” means the total applicable interest payable by the Customer in relation to the N’stakolle Loan..

**“Total Repayment Amount”:** the total amount to be repaid by the Customer that includes the principal loan amount and the Service Fee

**“Transaction”:** any use of the Orange Money Service by the Customer, at the applicable Charging Rates, resulting in a Credit or Debit of Orange Money Units subject to the conditions in terms of amounts, periodicity and purpose.

## ORANGE MONEY N’STAKOLLE LOAN SERVICE:

The Orange Money N’stakolle Loan (‘’SERVICE”) is a short-term loan powered by Ezra Botswana that allows eligible Orange Money Customers to apply for a loan using their Orange Money account at a specified Service Fee Loan limits shall be subject to change as agreed between the parties and communicated to you from time to time.

## REQUIREMENTS:

1. The Customer should have an Orange Money account for a period of at least 6 months;

a. The Customer should have an Orange Money account which is fully compliant with applicable KYC, anti-money laundering, counter-terrorism financing and customer due diligence requirements.
b. The Customer must not be blacklisted or have overall adverse credit information or restrictions recorded with any licensed credit bureau or other legally recognized credit information provider in Botswana that would materially affect eligibility for the SERVICE.
c. Eligibility for the SERVICE may also be subject to internal affordability, fraud prevention, risk, compliance, and account behavioural assessments conducted by Orange Money and/or the applicable lending entity.
d. Orange Money and/or the applicable lending entity reserve the right to decline any application where fraud, suspicious activity, sanctions exposure, regulatory concerns, or other financial crime risks are identified.
e. The Customer's Orange Money account should be active and demonstrate recent transactional activity acceptable to Orange Money and EZRA BOTSWANA; and
f. The Customer should be at least 18 years of age to be considered for the N'stakolle Loan.

## APPLYING FOR A LOAN:

1. When applying for a loan, you will instruct, consent to and authorize Orange Money to consider you for the N'stakolle loan.
    a. Before you accept a Loan, the key terms of that Loan will be displayed on the Orange Money channel through which the application is made, including the Principal Amount, Total Repayment Amount, Total Cost of Credit, repayment period, applicable Service Fee, Total Monthly Cost of Credit Rate, Loan Due Date and applicable late payment fee. You must review these before entering your Secret Code / PIN. These key terms form part of your Loan Agreement.
    b. When applying for a loan, you consent to Orange Money accessing relevant personal, transactional, and account information for purposes of assessing eligibility for the N'stakolle Loan, fraud prevention, compliance and loan administration. This may include information relating to your Orange Money account.

c. Orange Money may, at its discretion, limit the level of detail provided regarding the assessment, approval, decline, or loan amount determination relating to your application for the N'stakolle Loan.
d. Upon approval of the N'stakolle Loan, the approved loan amount will be credited directly into your Orange Money account.
e. If your application is approved, you will receive an SMS from Orange Money confirming:
    - The Loan amount;
        - Date of loan
        - The Service Fee;
        - The due date;
        - The total amount payable by the Customer at the due date;
        - The transaction ID;
f. You can only qualify for a single loan at a given time.
g. You cannot request for a new loan when there is an outstanding loan to be repaid even if you did not get the maximum eligible amount.
h. In the event you request an amount less than the maximum eligible amount, you cannot top up your loan with the balance before repaying the current outstanding loan amount.
i. The loan amounts: repayment and outstanding will always be rounded up to the nearest whole number.
j. The Customer acknowledges that applications, consents, approvals, confirmations, and repayment instructions submitted electronically through Orange Money channels shall constitute valid and binding electronic records and transactions.

## REPAYMENT OF THE LOAN:

1. The N'stakolle loan can only be repaid through Orange Money. No over the counter cash payments will be accepted to repay the loan.
    a. You may repay the N'stakolle Loan through Orange Money account anytime anywhere on or before the due date by selecting the 'Repay Loan' option.
    b. You can make a once off full repayment of the outstanding loan amount on or before the due date by selecting the 'Full repayment' option under 'Repay loan'
    c. No early settlement penalty, charge or fee of any kind is payable.

d. Loan repayments can be made in intervals through the ‘partial payments’ options until the loan is fully repaid on or before the due date.
e. In the event that the loan is not repaid on the stipulated due date and the loan is deemed to be in a default state, a 1% Late Payment fee may be applied on the outstanding loan amount daily for up to 30 days from the default date.
f. In the event that the loan is not repaid on the stipulated due date and the loan is in default, a debit block will be applied to your Orange Money account in which you will only be able to receive deposits into the account and these will firstly be utilized to pay for the outstanding loan or related loan obligations before you are able to utilize them for any other transaction which debits your account until the full obligation is settled.
g. You authorise Orange Money to process automatic deductions in the form of an auto debit of the outstanding repayment amount of the N’stakolle Loan from your Orange Money account on the due date.
h. If the amount of the payments made by Orange Money is more than it should have paid under the Loan Agreement, it may recover the excess from the account and Customer whom it has paid; or any other organization that may be responsible for the benefits or services provided with the N’stakolle Loan. Orange Money will be entitled prima facie to recover moneys paid under a mistake if it appears that the moneys were paid by Orange Money in the mistaken belief that it is under a legal obligation to credit the moneys to the Customer and that the Customer was legally entitled to payment of the moneys.
i. In the event of default or failure to make payments as required, Orange Money and Ezra LendTech (Botswana) Pty Ltd reserve the right to initiate lawful and reasonable recovery procedures, in accordance with applicable laws and regulatory requirements, that they deem necessary to ensure payment. Orange Money and Ezra Botswana may share and disclose relevant Customer information with authorized third parties, including debt collection agencies, legal practitioners, credit bureaus, regulators, and other relevant entities, solely for purposes connected to debt recovery, regulatory compliance, fraud prevention, or enforcement activities, and in accordance with applicable data protection laws.

## ORANGE MONEY N’STAKOLLE LOAN FEES:

Below are the Service Fees for the Orange Money N'stakolle Loan:

The applicable fees and charges for the N'stakolle Loan will be disclosed to the Customer prior to loan acceptance and may vary depending on the approved loan tenure and amount.

| Tenure | Service Fee Component | Total Cost of Credit/Rate |
|---|---|---|
| **30-day** | 15% per tenure period | 15% per 30-day term |
| **21-day** | 14% per tenure period | 14% per 21-day term |
| **14-day** | 12.5% per tenure period | 12.5% per 14-day term |
| **7-day** | 11% per tenure period | 11% per 7-day term |
| **3-day** | 10% per tenure period | 10% per 3-day term |

- NB: In the event of default, a late payment fee of 1% may be charged on the amount outstanding every day that the facility is in default for a maximum of up to 30 days
- The total repayment amount, including all applicable Service Fees, will be disclosed to the Customer before the N'stakolle Loan is accepted and disbursed.
- No insurance cost is included in the Service Fee, the Total Repayment Amount or the Total Cost of Credit.

## DISCLOSURE OF INFORMATION

5.1. We may share your personal data with authorized third-party service providers, processors, lending entities, underwriters, and other parties who perform services on our behalf or in connection with the N'stakolle Loan Service. All such third-party

processors are contractually bound to process your data in accordance with applicable data protection laws and to implement appropriate technical and organisational measures to safeguard your data. Orange Money Botswana (Pty) Ltd processes your personal data in accordance with applicable data protection laws of Botswana, including the Data Protection Act, 2024.

1. Personal data may be processed where necessary for purposes relating to the provision of the N'stakolle Loan Service, including contractual performance, regulatory compliance, fraud prevention, risk management, customer support, debt recovery, and other lawful business purposes.

2. Orange Money may share your personal information with any local or international law enforcement, regulatory, or governmental authority, courts or other authorized bodies as required to assist in the prevention, detection, investigation, or prosecution of criminal activities, fraud. or other unlawful conduct or where otherwise required or permitted by applicable law. Orange Money is also authorized to disclose such information in response to court orders or other competent authorities, or as otherwise permitted by applicable laws, to safeguard its lawful interests and regulatory obligations.
3. Where personal data is transferred outside Botswana, Orange Money shall take reasonable steps to ensure that appropriate safeguards and protections are implemented in accordance with applicable data protection laws.
    a. For more details on how we handle your data, please see our Privacy Notice: https://www.orange.co.bw/en/orange-botswana-orange-money-botswana-privacy-notice.html .

## TERMS AND CONDITIONS READ IN CONJUNCTION WITH MOBILE ACCOUNT SERVICE TERMS AND CONDITIONS

1. These Terms and Conditions shall be read in conjunction with the Mobile Account Service Terms and Conditions published on https://www.orange.co.bw/en/terms-conditions.html as may be updated from time to time. In the event of any inconsistency between these Terms and the Mobile Account Service Terms and Conditions, these Terms shall prevail in relation to the NT Loan Service.

a. By accepting, the Customer confirms that they are legally and financially able to enter into this Agreement; that they can afford to repay the Total Repayment Amount by the Loan Due Date; and that all information provided about their financial position is true and complete.

## CHANGES TO THE ORANGE MONEY MICRO LOANS (N'STAKOLLE LOAN) TERMS AND CONDITIONS

Orange Money and EZRA reserve the right to vary these terms and conditions and the Service Fees from time to time with notice to the Customer. By using the Orange Money N'stakolle Loan service, the Customer will be deemed to have agreed to the changes to these terms and conditions or Service Fees.

## COMPLAINTS AND DISPUTE RESOLUTION

In the event that you are dissatisfied with the Service or with any aspect of this Agreement, you may lodge a complaint with Ezra through the Orange Botswana channel (Call Centre on 123) or any Orange Shop in Botswana.

## ELECTRONIC ACCEPTANCE AND SIGNATURE

1. By entering their Secret Code / PIN on the Orange Money channel after the key terms of the Loan have been displayed, you accept this Agreement.
    a. Your entry of your Secret Code / PIN constitutes a signature to this Agreement and confirms your acceptance of its terms and of the Loan Particulars displayed.

b. Applications, consents, approvals, confirmations and repayment instructions submitted electronically through Orange Money channels constitute valid and binding electronic records and transactions.
c. Your Secret Code / PIN is entered only within the Orange Money channel and is never disclosed to Ezra. Neither Ezra nor Orange Money will ever ask you to disclose their Secret Code / PIN, and you must not share it with any person.
d. Ezra maintains, for each Loan, a record of the terms displayed to the Customer, the version of these Terms and Conditions applicable at the time, and the date and time of your acceptance.