

TERMS OF USE

FOR



Table of Contents

1. INTRODUCTION.....	4
2. DEFINITIONS.....	4
3. ELIGIBILITY AND ACCOUNT REGISTRATION.....	4
3.1 Eligibility.....	4
3.2 Account Registration.....	5
3.3 Verification.....	5
4. PLATFORM SERVICES AND SUBSCRIPTIONS.....	5
4.1 Credit Management Services.....	5
4.2 Subscription Plans.....	5
4.3 Billing and Renewal.....	6
4.4 Service Modifications.....	6
4.5 Third-Party Services.....	6
5. USER OBLIGATIONS AND CONDUCT.....	6
5.1 Compliance with Laws.....	6
5.2 Prohibited Activities.....	6
5.3 User Content and Uploads.....	7
6. PAYMENT TERMS.....	7
6.1 Fees and Charges.....	7
6.2 Payment Processing.....	7
6.3 Refunds.....	8
6.4 Price Changes.....	8
7. INTELLECTUAL PROPERTY RIGHTS.....	8
7.1 Platform Content and Trademarks.....	8
7.2 Limited License.....	8
7.3 Restrictions.....	8
7.4 Feedback and Suggestions.....	9
8. PRIVACY AND DATA PROTECTION.....	9
8.1 Privacy Policy.....	9
8.2 Data Protection.....	9
8.3 Consent to Processing.....	9
9. DISCLAIMERS AND LIMITATIONS OF LIABILITY.....	10
9.1 Disclaimer of Warranties.....	10
9.2 Limitation of Liability.....	10
9.3 Cap on Liability.....	10
9.4 Financial Advice Disclaimer.....	11
10. INDEMNIFICATION.....	11

11. TERMINATION.....	11
11.1 Termination by You.....	11
11.2 Termination by Us.....	11
11.3 Effect of Termination.....	12
12. DISPUTE RESOLUTION.....	12
12.1 Governing Law.....	12
12.2 Jurisdiction.....	12
12.3 Informal Dispute Resolution.....	12
12.4 Time Limitation.....	12
13. CHANGES TO TERMS.....	13
14. MISCELLANEOUS.....	13
14.1 Entire Agreement.....	13
14.2 Waiver.....	13
14.3 Severability.....	13
14.4 Assignment.....	13
14.5 Force Majeure.....	13
14.6 No Third-Party Beneficiaries.....	14
14.7 Notices.....	14
14.8 Contact Information.....	14
15. ACKNOWLEDGMENT.....	14

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1. INTRODUCTION

Welcome to Credtics.com, a credit management platform owned and operated by Lendtech Innovations Ltd ("Company," "we," "us," or "our"), a company registered under the laws of Uganda. These Terms of Use ("Terms") govern your access to and use of the Credtics.com website, mobile applications, and services (collectively, the "Platform").

By accessing or using the Platform, you agree to be bound by these Terms. If you disagree with any part of these Terms, you must not access or use the Platform.

2. DEFINITIONS

In these Terms, the following definitions apply:

- **"Account"** means a registered user account on the Platform.
- **"Content"** means any information, data, text, software, graphics, messages, photos, documents, or other materials that are posted, uploaded, displayed, or transmitted on the Platform.
- **"Personal Data"** means any information relating to an identified or identifiable natural person.
- **"Service(s)"** means any product, service, feature, or functionality offered through the Platform.
- **"User," "you," or "your"** means any individual or entity that accesses or uses the Platform.
- **"Subscription"** means the paid access to the Platform's services on a recurring monthly basis.

3. ELIGIBILITY AND ACCOUNT REGISTRATION

3.1 Eligibility

To access and use certain features of the Platform, you must be:

- At least 18 years of age or the age of majority in your jurisdiction, whichever is higher;
- Legally capable of entering into binding contracts; and
- Not prohibited from using the Platform under applicable laws of Uganda or other jurisdictions.

3.2 Account Registration

To use the Platform, you must create a user account. To register for an Account, you must provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account. You agree to:

- Create only one Account;
- Not share your Account credentials with any third party;
- Immediately notify us of any unauthorized use of your Account or any other breach of security; and
- Ensure that you exit from your Account at the end of each session.

3.3 Verification

We reserve the right to verify your identity and the information you provide during registration. You authorize us to make inquiries and collect information necessary to validate your identity, including but not limited to accessing third-party databases and services.

4. PLATFORM SERVICES AND SUBSCRIPTIONS

4.1 Credit Management Services

The Platform provides various credit management services, including but not limited to:

- Credit assessment and analytics;
- Loan application processing;
- Debt management tools;
- Loan servicing and repayment monitoring;
- Interest income, fees, and penalties monitoring;
- Financial planning resources; and
- Loan origination.

4.2 Subscription Plans

Access to the Platform's services requires a paid subscription. The Platform offers various subscription plans that are billed on a monthly basis. The Platform does not offer free trials. Detailed information about subscription features and pricing is provided upon request to our sales team.

4.3 Billing and Renewal

By subscribing to the Platform:

- You authorize us to charge your designated payment method on a monthly basis;
- Your subscription will automatically renew each month unless you cancel it prior to the renewal date;
- You understand that subscription fees are non-refundable except as expressly provided in these Terms or required by applicable law; and
- You agree to maintain valid payment information associated with your Account.

4.4 Service Modifications

We reserve the right to modify, suspend, or discontinue any aspect of the Platform or Services at any time, with or without notice. We shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

4.5 Third-Party Services

The Platform may integrate with or provide access to third-party services, applications, or websites. These third-party services are subject to their own terms and conditions and privacy policies. We are not responsible for the content, privacy practices, or business practices of any third-party service.

5. USER OBLIGATIONS AND CONDUCT

5.1 Compliance with Laws

You agree to comply with all applicable laws, regulations, and third-party agreements when using the Platform, including but not limited to Uganda's Data Protection and Privacy Act, 2019, Financial Institutions Act, 2004, and Anti-Money Laundering Act, 2013.

5.2 Prohibited Activities

You agree not to:

- Use the Platform for any illegal, fraudulent, or unauthorized purpose;
- Interfere with or disrupt the operation of the Platform or servers or networks connected to the Platform;
- Attempt to gain unauthorized access to the Platform or other user accounts;

- Impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity;
- Post, upload, or transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or invasive of another's privacy;
- Engage in any activity that could disable, overburden, damage, or impair the functioning of the Platform;
- Use any robot, spider, or other automated device to access the Platform;
- Introduce any viruses, trojan horses, worms, logic bombs, or other harmful material;
- Collect or harvest any information or data from the Platform or our systems; or
- Attempt to decode, decompile, disassemble, or reverse engineer any of the software comprising or making up the Platform.

5.3 User Content and Uploads

The Platform allows you to upload Content, including but not limited to photos and documents. By posting, uploading, or transmitting Content to the Platform, you:

- Grant us a worldwide, non-exclusive, royalty-free, transferable, and sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Content;
- Represent and warrant that you own or have the necessary rights to such Content and that the Content does not infringe upon the rights of any third party; and
- Acknowledge that we have the right but not the obligation to monitor, edit, or remove any Content.

You are solely responsible for backing up and maintaining copies of any Content you upload to the Platform.

6. PAYMENT TERMS

6.1 Fees and Charges

Access to the Platform requires payment of subscription fees. All fees are denominated in Ugandan Shillings (UGX) unless otherwise stated and are exclusive of applicable taxes.

6.2 Payment Processing

Payments processed through the Platform are subject to the terms and conditions of our third-party payment processors. You agree to provide accurate and complete payment

information and authorize us to charge the designated payment method for all fees incurred.

6.3 Refunds

All fees paid are non-refundable unless expressly stated otherwise or required by applicable law.

6.4 Price Changes

We reserve the right to change our subscription fees at any time. If we change subscription fees, we will provide notice of the change on the Platform or via email, at our option, at least 14 days before the change takes effect. Your continued use of the Platform after the fee change becomes effective constitutes your agreement to pay the changed amount.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Platform Content and Trademarks

The Platform and all of its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Company name, Credtics.com, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates and are the exclusive property of the Company. You may not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on the Platform are the trademarks of their respective owners.

7.2 Limited License

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform solely for your personal, non-commercial use.

7.3 Restrictions

You may not:

- Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Platform, except as incidental to your normal use of the Platform;
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Platform; or
- Access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform.

7.4 Feedback and Suggestions

If you provide us with any feedback, suggestions, ideas, proposals, or other material relating to the Platform ("Feedback"), you hereby assign to us all rights in such Feedback and agree that we shall have the right to use and act on such Feedback in any manner without restriction or compensation to you. We shall be the exclusive owner of all now known or hereafter existing rights to the Feedback of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Feedback.

8. PRIVACY AND DATA PROTECTION

8.1 Privacy Policy

Our Privacy Policy governs the collection, use, and disclosure of your Personal Data. By using the Platform, you consent to the collection, use, and disclosure of your Personal Data as described in our Privacy Policy.

8.2 Data Protection

We comply with applicable data protection laws, including Uganda's Data Protection and Privacy Act, 2019. We implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

8.3 Consent to Processing

By using the Platform, you consent to the processing of your Personal Data in Uganda and potentially in other countries where our service providers are located, which may have different data protection laws than your country of residence.

9. DISCLAIMERS AND LIMITATIONS OF LIABILITY

9.1 Disclaimer of Warranties

THE PLATFORM AND ALL CONTENT AND SERVICES PROVIDED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

WE DO NOT WARRANT THAT THE PLATFORM WILL FUNCTION UNINTERRUPTED, SECURE, OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PLATFORM IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

9.2 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

(i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE PLATFORM; (iii) ANY CONTENT OBTAINED FROM THE PLATFORM; AND (iv) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT,

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9.3 Cap on Liability

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR USING

THE PLATFORM DURING THE TWELVE (12) MONTHS PRIOR TO BRINGING THE CLAIM, OR ONE HUNDRED THOUSAND UGANDAN SHILLINGS (UGX 100,000), WHICHEVER IS LESS.

9.4 Financial Advice Disclaimer

INFORMATION PROVIDED ON THE PLATFORM IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS FINANCIAL, LEGAL, OR TAX ADVICE. YOU SHOULD CONSULT WITH A QUALIFIED PROFESSIONAL BEFORE MAKING ANY FINANCIAL DECISIONS OR TAKING ANY ACTIONS BASED ON INFORMATION PROVIDED THROUGH THE PLATFORM.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from:

(i) Your violation of these Terms; (ii) Your violation of any applicable law, rule, or regulation; (iii) Your violation of any third-party right, including without limitation any intellectual property right or publicity, confidentiality, other property, or privacy right; or (iv) Any claim that your Content caused damage to a third party.

11. TERMINATION

11.1 Termination by You

You may terminate your Account and subscription at any time by following the instructions on the Platform or by contacting us. Termination of your Account may not immediately delete all of your information from our systems. No refunds will be provided for any unused portion of your subscription period.

11.2 Termination by Us

We reserve the right, at our sole discretion, to suspend or terminate your access to the Platform, with or without notice and without liability, for any reason, including but not limited to:

(i) Violation of these Terms; (ii) Suspected fraudulent, abusive, or illegal activity; (iii) Non-payment of any fees owed by you to us; or (iv) As required by law or governmental request.

11.3 Effect of Termination

Upon termination of your Account:

- Your right to access and use the Platform will immediately cease;
- We may delete or retain your Content and Account information as required by law or for legitimate business purposes; and
- All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

12. DISPUTE RESOLUTION

12.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Uganda, without regard to its conflict of law principles.

12.2 Jurisdiction

Any legal suit, action, or proceeding arising out of or related to these Terms or the Platform shall be instituted exclusively in the courts of Uganda, and you irrevocably submit to the personal jurisdiction of such courts.

12.3 Informal Dispute Resolution

Before filing a claim against the Company, you agree to attempt to resolve the dispute informally by contacting us. We will attempt to resolve the dispute informally by contacting you. If the dispute is not resolved within thirty (30) days of submission, either party may proceed with formal legal action.

12.4 Time Limitation

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Platform or these Terms must be filed within one (1) year after such claim or cause of action arose, or it will be forever barred.

13. CHANGES TO TERMS

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least thirty (30) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Platform after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you must stop using the Platform.

14. MISCELLANEOUS

14.1 Entire Agreement

These Terms, together with our Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire agreement between you and the Company concerning the Platform and supersede all prior or contemporaneous communications, whether electronic, oral, or written, between you and the Company.

14.2 Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any right or provision will be effective only if in writing and signed by our authorized representative.

14.3 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions shall remain in full force and effect.

14.4 Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms without our consent shall be null and void. We may assign or transfer these Terms, at our sole discretion, without restriction.

14.5 Force Majeure

We shall not be liable for any failure to perform our obligations under these Terms where such failure results from any cause beyond our reasonable control, including but not limited to, mechanical, electronic or communications failure or degradation, acts of God, terrorist acts, pandemics, civil unrest, or government actions.

14.6 No Third-Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you and the Company.

14.7 Notices

All notices to users of the Platform will be posted on the Platform or provided via email to the email address associated with your Account. All notices to us must be in writing and sent to our registered address or via email to lendtechinfo@gmail.com.

14.8 Contact Information

If you have any questions about these Terms, please contact us at:

Lendtech Innovations Ltd

Physical Address: Mbalwa Kyaliwajjala, Namugongo Division, Wakiso District, Uganda

Email: lendtechinfo@gmail.com

15. ACKNOWLEDGMENT

BY USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEIR TERMS AND CONDITIONS.