

## **MEMBER GET MEMBER PROGRAM TERMS AND CONDITIONS**

### **1. Definitions**

- a. Customer means a natural person, who has successfully registered with Zenka obtaining a unique code assigned to them and has concluded or intends to conclude a loan agreement with Zenka;
- b. Friend means the natural person who received invitation from the Customer;
- c. MGM (Referral program) means the member get member program which is aimed at incentivizing the existing customers of Zenka to enroll third parties;
- d. Participant means the adult natural person who took part or is planning to take part in MGM;
- e. Privacy policy means the policy of Zenka relating to how it manages its data as made available under the addresses <https://zenka.co.ke/wp-content/uploads/2019/08/terms-and-conditions.pdf> and <https://zenka.co.ke/wp-content/uploads/2019/08/privacy-policy.pdf>.
- f. Profile means individual profile of the Customer created on Zenka App;
- g. Term means this terms and conditions concerning MGM;
- h. Zenka means Zenka Finance Limited with its registered office in Nairobi, Kenya;
- i. Zenka App means Zenka's mobile application used to apply for a loan offered by Zenka.

### **2. General.**

2.1. These Terms apply to Participants of MGM . If you decide to participate in MGM, the regulations of these Terms and the Privacy policy shall apply.

### **3. How does it work**

3.1. MGM is intended for Customers that downloaded the Zenka App and decided to recommend the financial service offered by Zenka to their Friends. Customers can make recommendations by sharing their unique code with their Friends and the Friends shall use the unique code for registering their own account with Zenka.

3.2. Each of the Customers may share their unique code in two ways:

- a. By checking what their unique code is on the Zenka App and advising a Friend to use it during registration (by inputting it in an Optional Field during registration); or
- b. By clicking on the INVITE A FRIEND button on personal account view on Customer Profile which will automatically generate a referral link with the unique code. The link can be sent via communicators such as SMS or Messenger.

3.3 In both instances, the Friend should download the Zenka App on their mobile phone to facilitate the application. In the case of clause 3.2(a), the Friend also has the option to initiate the application by use of the USSD number.

3.4. Thereafter, when the invited Friend receives the specially prepared link referred to in clause 3.2.(b) he/she should click on the link, and the code will be prefilled for them on registration. The Friend should then apply for the first loan offered by Zenka via Zenka App.

3.5. When the loan referred in point 3.4. is granted and received by the Friend; then it is paid on time without delay by the Friend - the Customer will receive a bonus amount.

3.6. Each Customer may benefit repeatedly each time he or she successfully invites a unique Friend who met the conditions referred to in clauses 3.4 and 3.5.

3.7 The bonus amount also depends on how many loans the Friends have cumulatively repaid in accordance with the parameters set out in the Zenka App.

3.9 The Customer can access the Zenka App to see the amount of bonus he or she has received and used.

3.10 In order for the Bonus to be utilized, two threshold values must be met as follows:

- a. bonuses accumulated from amounts borrowed should be at a minimum of KES 200;
- b. bonuses accumulated from amounts repaid should be in respect of a minimum of five (5) Friends.

3.11 The Customer can utilize the Bonus in the following ways:

- a. by requesting to pay off his or her current loan outstanding where the Customer has an active loan with a balance above the threshold amount;
- b. by requesting to have his Mpesa account topped up

3.12 After a request to utilize Bonus amounts as per clause 3.11(b) is confirmed by a Customer, a freeze period of twenty four (24) hours is applied before any other request can be placed.

#### **4. Eligibility.**

4.1. Eligibility is limited to natural persons only.

4.2. Each Friend may be invited only once, so multiple invitations regarding the same individual will not be taken into account.

#### **5. Final provisions**

5.1. The MGM lasts until further notice.

5.2. The termination of the MGM does not affect the rights acquired by the MGM Participants during its term.

5.3. The Customer declares that he/she obtained the prior consent of the Friend concerning sharing his/her personal data with Zenka.

5.4. Zenka reserves the right to change the Terms of MGM with seven (7) days prior notice.

5.5. Complaints related to participation in the MGM may be submitted by the participant within thirty (30) days since taking part in the MGM by sending an e-mail to the following address: [support@zenka.co.ke](mailto:support@zenka.co.ke)

5.6. The Participants of MGM agree to receive electronic correspondence regarding the activities of the MGM and agree to receive electronic correspondence regarding the activities of the MGM. Zenka is the controller of the Participants personal data.

5.7. These Terms are available at [www.zenka.co.ke](http://www.zenka.co.ke).