

TERMS & CONDITIONS

1. These Terms and Conditions

- 1.1. These Terms and Conditions set out the terms and conditions that apply to the use of trus-sl.com ("our website") and any services that we offer through our website.
- 1.2. These Terms and Conditions should be read with our Privacy Policy (together the "Terms").
- 1.3. Please read these Terms carefully before you apply for our products and/or services. Prior to submitting any application for our products and/or services, we will also ask you to accept the terms and conditions that apply to the specific products and/or services that you are applying for.
- 1.4. Availability of all of our products and/or services is within our sole discretion. Not all of our products and/or services are available to all users.
- 1.5. If you do not agree with these Terms, you must not use our website or apply for our products and/or services.
- 1.6. We recommend that you read the Terms before any transaction with Trus-SL.

2. About Trus-SL

- 2.1. When we refer to "Trus-SL", "we", "our" or "us" in these Terms, we mean Trus-SL and each of its group companies (including parent, subsidiary and joint venture undertakings).
- 2.2. Trus-SL is authorised and regulated by Bank of Sierra Leone.
- 2.3. Trus-SL is registered in Sierra Leone (business registration number: SL120719TOPNO05975) at registered address 10 Lower Pipeline, Off Wilkinson Road, Freetown.

3. Eligibility

Our website is intended solely for users who are 18 years of age or older. By using our website, you represent and warrant that you are 18 years of age or older.

4. Trus-SL online loan account registration

- 4.1. To apply for a Trus-SL product, you will be required to create a Trus-SL online loan account. To create a Trus-SL online loan account, you will be asked to provide certain personal information (as detailed in our Privacy Policy).
- 4.2. If you're repaying by salary deduction, your employer must be registered as a partner employer.
- 4.3. As part of the registration process, you agree to us processing your personal data and us and third parties (including your employer and credit reference agencies) sharing relevant information between each other to enable us to validate loan application details and to manage repayments (whether by salary deduction or otherwise).
- 4.4. Further details about the personal data that we obtain from you (or from third parties, such as your employer) and how we use such data are set out in our Privacy Policy.

5. Accuracy of information

- 5.1. When creating a Trus-SL online loan application account or applying for a product on our website, you agree to provide current, complete and accurate information about yourself. If any information you provide is untrue, inaccurate, not current or incomplete, we may deny your application and terminate your Trus-SL account and/or access to our website.
- 5.2. You must promptly notify us of any changes to your personal details.

6. Access to our website and your account

6.1. Our site is made available free of charge. However, we do not guarantee that our site, or any content on it, will always be available or be uninterrupted.

6.2. We reserve the right at any time to modify or discontinue, temporarily or permanently, our website with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of our website.

6.3. We may terminate, suspend, restrict or block your access to our website or your Trus-SL online loan account if we reasonably think it is necessary or because we believe there is a legitimate reason to do so. Such reasons include, for example:

6.3.1. the security of your account is at risk (for example, if you have not updated your internet browser to the latest release);

6.3.2. we suspect unauthorised or fraudulent use of your account;

6.3.3. to comply with any legal or regulatory requirement;

6.3.4. you have given us false information about yourself;

6.3.5. for any reason beyond our reasonable control, including (without limitation) where our website and/or platform becomes unavailable;

6.3.6. for any actual or suspected breach of these Terms;

6.3.7. for any actual or suspected criminal activity;

6.3.8. for any actual or suspected misuse of, or damage to, our website; and

6.3.9. an inactive Trus-SL account. A Trus-SL account becomes inactive when you have not accessed your Trus-SL account at least once in any 12-month period.

6.4. Your obligations in respect of any Trus-SL products you have applied for are not contingent on or otherwise affected by your ability or inability to access or use our website or by the closure of your Trus-SL account.

6.5. Where possible we will contact you before suspending, restricting or blocking your access to tell you that we are doing so and why. We may do this by displaying a message the next time you try to log on or perform an action on your account. However, we may not always be able to contact you, for example because of legal or regulatory restrictions, or because of unexpected interruptions to our service availability.

7. Closing your account

7.1. Once your loan has been repaid in full, you may cancel your Trus-SL registration by notifying us via email. Following closure of your Trus-SL account, you will no longer be able to access your Trus-SL online account portal.

7.2. Following cancellation, we will continue to maintain records in line with our Privacy Policy.

8. Security

8.1. You are responsible for safeguarding your login details. You should not share them with anyone.

8.2. You must contact us immediately if you believe that your account has been compromised or if you believe that the security of your account is at risk.

8.3. By accepting these Terms, you expressly agree that you will not, and will not attempt to: (a) access data outside of the public aspects of our website or your Trus-SL online loan account portal; (b) access any loan information or non-public personal information relating to any other user of the our website; (c) probe, scan or test the vulnerability of our website; or (d) interfere with or disrupt our website or any aspect therein, including, without limitation, via means of submitting a virus to

our website or overloading, “flooding,” “spamming,” “mail bombing,” or “crashing” our website. Violations of system or network security may result in civil or criminal liability.

9. Acceptable use of our website

9.1. You may use our site only for lawful purposes. You may not use our site:

9.1.1. in any way that breaches any applicable local, national or international law or regulation;

9.1.2. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

9.1.3. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

9.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

9.2. When we consider that a breach of these provisions has occurred, we may take such action as we deem appropriate.

9.3. This may result in us taking all or any of the following actions:

9.3.1. immediate, temporary or permanent withdrawal of your right to use our site;

9.3.2. issue of a warning to you;

9.3.3. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

9.3.4. further legal action against you; and

9.3.5. disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

10. Communications

10.1. When you visit our website or send emails to us, you are communicating with us electronically. By accepting these Terms, you expressly consent to receive communications from us electronically to the extent permissible by law. Such electronic communications may include emails, messages posted to your Trus-SL online loan account portal or other electronic communications. Your consent to receive electronic communications from us does not mean that we must provide all communications electronically.

10.2. It is your responsibility to provide us with current and accurate contact information. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number.

11. Links

11.1. Our website may contain links to websites which are owned or controlled by parties other than Trus-SL. These links are provided for your convenience and do not imply that we have reviewed or condone the third-party sites, their content or their privacy policies.

11.2. When using other websites, you must be aware that any personal information you supply will be handled according to their privacy policies. We recommend that you read and consider these websites’ privacy policies and terms and conditions before providing any of your personal information. Trus-SL is not responsible for the privacy practices or content on third party websites.

11.3. We shall not be responsible for the content of any other sites that are linked to or from our website or our platform and we exclude all warranties and all liability for any loss or damage you incur as a result of your use of such sites.

12. Our liability

Whether you are a consumer or a business user:

12.1. We do not limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation and any other liability that cannot be limited or excluded by Sierra Leone law.

12.2. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

12.3. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

12.4. While we take all reasonable precautions to keep the website and its server free from viruses, corrupt files and other malicious software, we cannot guarantee this. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content on it, or on any website linked to it. You should ensure that you have appropriate anti-virus software installed on any computer or mobile devices that you use to access the website.

12.5. Calculators and tools on our website provide estimates, which may be different from the actual amounts.

12.6. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services or loans to you, which will be set out in the applicable services or loan agreement.

If you are a consumer user:

12.7. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, **but we are not responsible for any loss or damage that is not foreseeable.** Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.8. Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purpose. **We have no liability to you for any loss of data, loss of profit, loss of business, business interruption, or loss of business opportunity.**

12.9. If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

12.10. Other exclusions and limitations apply where you apply for specific products. These are set out in the terms and conditions which are specific to the products you apply for and in addition, in the case of Borrow, any credit agreement you enter into with us.

If you are a business user:

12.11. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

12.12. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

12.12.1. use of, or inability to use, our site; or

12.12.2. use of or reliance on any content displayed on our site.

12.13. In particular, we will not be liable for:

12.13.1. loss of profits, sales, business, or revenue;

12.13.2. business interruption;

12.13.3. loss of anticipated savings;

12.13.4. loss of business opportunity, goodwill or reputation; or

12.13.5. any indirect or consequential loss or damage.

12.14. Where you enter into a services agreement with us, different limitations and exclusions of liability will apply.

13. Your acts and compliance with law

You are solely responsible for your acts and omissions in connection with your use of our website, and we will not be responsible or liable for any claim, action or liability that arises out of or is in any way connected with such acts or omissions. You agree to use our website in compliance with all applicable laws, and not to use our website for any fraudulent purposes.

14. Intellectual Property

14.1. All intellectual property in our site and our platform, and all rights in any information which appears on our site and our platform (including the screen displays, the content, the text, graphics and look and feel of the site and platform), belongs to us or our licensors. All trademarks, service marks, company names or logos are the property of their respective holders. Any use by you of these marks, names and logos may constitute an infringement of the holders' rights. We do not warrant that our site does not infringe any intellectual property rights of third parties

14.2. We grant to you a limited right to use our platform on any computers, smartphones or tablets (as applicable) which are under your control, solely for your internal, private, non-commercial informational purposes.

14.3. You may not reproduce, republish, transmit or distribute any material, information or content on our website, or that form part of our services, without our prior written consent. However, you are granted a limited right to access and use our website and our services, and retrieve, display and print content pages, for your own personal, non-commercial use and to the extent necessary for use of our website and our services only. We reserve the right, in our sole discretion and without notice to you, to terminate your licence and to prevent future access by you to our website.

15. Changes to these Terms

We may make changes to these Terms from time to time. If we do this, we will post the changed Terms on our website. You understand and agree that your continued use of our website after we have made any such changes constitutes your acceptance of the new Terms.

16. We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

17. No waiver

The waiver of a breach of or default under these Terms, or the failure or delay by Trus-SL to

exercise any right in respect of any breach of or default under these Terms, shall in no event constitute a waiver of any other breach or default of these Terms, whether similar or dissimilar in nature, or operate as a waiver of any other right or remedy available to Trus-SL.

18. Severability

If any provision of these Terms is held invalid or unenforceable for any reason, the remainder of these Terms shall continue in full force and effect as if the invalid or unenforceable parts of these Terms have been severed from these Terms.

19. Complaints and feedback

We welcome all feedback and suggestions. Should you wish to provide feedback, please contact us by email at customercare@trus-sl.com.

We're committed to providing the best service we can. If you're not happy with your experience, please let us know so we can try to make it right.

20. Third party rights

If applicable, your employer may rely on and enforce against you the relevant parts of these Terms pursuant to which you give your consent or agreement to your employer in connection with your use of our services.

Notwithstanding that your employer may rely on and enforce against you the relevant parts of these Terms if applicable, we may vary, waive, rescind or terminate these Terms (in each case) without your employer's consent.

21. Governing law and jurisdiction

These Terms, including the privacy policy, shall be governed and construed in accordance with Sierra Leone law, and (subject to the following sentence) the Sierra Leone courts shall have exclusive jurisdiction to determine the interpretation and application of these conditions if any dispute arises.