

5.1.1 You acknowledge that all intellectual property rights in the App and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the Technology other than the right to use each of them in accordance with the terms of this Agreement. You acknowledge that you have no right to have access to the App in source-code form.

5.2 USE OF THE SERVICES

5.2.1 The Services offered by Aspira can only be utilized by persons over the age of 18. Aspira reserves the right to verify the authenticity and status of your Mobile Money Account with the relevant Mobile Money Provider.

5.2.2 Aspira's acceptance of your application for an Account will be displayed on the App. You hereby acknowledge and accept that the acceptance by Aspira of your application for an Account does not create any contractual relationship between you and the Mobile Money Providers beyond the terms and conditions that apply to your Mobile Money Account from time to time.

5.2.3 Aspira reserves the right to decline your application for a loan or to revoke the same at any stage at Aspira's sole and absolute discretion and without assigning any reason or giving any notice thereto.

5.2.4 Aspira reserves the right (in its sole and absolute discretion) to issue, decline to issue a loan and/or vary the terms of any loan depending on its assessment of the credit profile of each individual borrower from time to time. The terms of the loan and the interest rate payable in relation to each loan application will be displayed on the App.

5.3 PERSONAL INFORMATION

5.3.1 You hereby agree and authorise Aspira to verify information provided by you to Aspira against the information held by the Mobile Money Providers in relation to your Mobile Money Account pursuant to the agreement between you and the relevant Mobile Money Provider for the provision of its products and services and the Mobile Money Service.

5.3.2 The information that Aspira may verify against the information held by the Mobile Money Providers includes (without limitation): your phone number, name, date of birth, Identification Number ("ID") or Passport Number and such other information that will enable Aspira to identify you and comply with the regulatory "Know Your Customer" requirements (together the "Personal Information").

5.3.3 You hereby agree and authorise Aspira to verify information including, but not limited to, data relating to your phone (including, without limitation, your phone's history) from your Equipment, from any SMS sent to you by the Mobile Money Providers and any financial services providers relating to your use of the Mobile Money Service and such other information as Aspira shall require for purposes of providing you the Services (the "Relevant Information").

5.3.4 You hereby consent to Aspira verifying the Personal Information and the Relevant Information with the Mobile Money Providers and using of the Personal Information and the Relevant Information to the extent necessary in the opinion of Aspira.

5.3.5 You hereby agree and authorise Aspira to obtain and procure your Personal Information and Relevant Information from your respective Mobile Money Provider and you further agree and consent to the disclosure and provision of such Personal Information by the Mobile Money Provider and further to indemnify and hold Aspira and the Mobile Money Provider harmless with respect to any claims, losses, liabilities and expenses (including legal fees and expenses) that may arise as a result of the disclosure and reliance on such Personal Information and/or Relevant Information.

5.3.6 You hereby agree and authorise Aspira to obtain and procure your Personal Information from the Credit Reference Bureaus and you further agree and consent to the disclosure and provision of such Personal Information by the Credit Reference Bureaus.

5.3.7 Aspira reserves the right to request for further information from you pertaining to your application for an Account at any time. Failure to provide such information within the time required by Aspira may result in Aspira declining to accept your application for an Account.

5.3.8 Aspira reserves the right to supply consumer credit information to the Credit Reference Bureaus, and in this regard: you confirm that Aspira may transmit to the Credit Reference Bureaus data about the App, opening and termination of an Account by you;

5.3.9 you acknowledge that information on non-compliance with the Terms and Conditions of this Agreement is transferred to the Credit Reference Bureaus; and

5.3.10 the Credit Reference Bureaus provide a credit profile and possibly credit scores on your creditworthiness, subject to the credit record.