



Terms of Service and Loan Terms

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The agreement between you and Alana Uganda Limited, trading as Goodname Finance, for every account, onboarding fee and loan.

In short

Read these terms with the key facts statement and loan agreement for your loan.

- You must be 18 or older, live in Uganda with a valid ID, and be recommended by someone we can call to confirm it.
- Registration has a one-off onboarding fee. We tell you the amount before you pay, and it is not refundable once your registration is complete.
- Every interest charge, fee and the total you will repay are shown in writing before you accept a loan.
- Loans are paid out and repaid by MTN Mobile Money, Airtel Money or bank. Never pay a loan instalment in cash or into a personal number.
- You can repay early at any time without a penalty. If you are struggling, tell us early and we will look at a plan with you.

Part 1: About these terms

Goodname Finance is the trading name of **Alana Uganda Limited**, a company incorporated in Uganda. We lend money as a money lender under the **Tier 4 Microfinance Institutions and Money Lenders Act, 2016** and the Money Lenders Regulations made under it. Money lenders in Uganda are licensed and supervised by the **Uganda Microfinance Regulatory Authority (UMRA)**.

These terms apply when you use our website, client portal or mobile app, register with us, apply for a loan, borrow from us, guarantee a loan, or act for a group that borrows from us. Each loan is also governed by:

- your **key facts statement**, which sets out the price and repayment details of that loan; and
- your **loan agreement**, with any guarantee or security documents.

If those documents say something different from these terms, the loan agreement applies first, then the key facts statement, then these terms.

In these terms, “you” means the borrower. For a group loan it means the group and the officials who act for it. “We” and “us” mean Alana Uganda Limited.

Part 2: Accepting these terms and signing electronically

You accept these terms when you register with us, submit an application, or sign a loan agreement on paper, in the portal or in the app. A contract made this way is valid under the Contracts Act, 2010. Under the Electronic Transactions Act, 2011 and the Electronic Signatures Act, 2011, an agreement you accept electronically binds you in the same way as one you sign on paper.

We give you a copy of every document you sign. You can download it from the portal or ask us for a paper copy at no charge. Our documents are in English. If you are not comfortable reading English, ask us and an officer will explain the agreement in a language you understand before you sign.

Part 3: Who can borrow

To borrow from us as an individual you must:

1. be at least 18 years old and able to make a binding contract;
2. live in Uganda and hold a National Identification Number, or, if you are not a Ugandan citizen, a valid passport, refugee identity card or permit;
3. have a regular and lawful source of income, from a job, a business or farming;
4. have an MTN Mobile Money number, Airtel Money number or bank account registered in your own name;
5. pass our identity and anti-money laundering checks;
6. be recommended to us, as Part 4 explains; and
7. not be bankrupt or under a court order that stops you from borrowing.

A savings group, VSLA, association or other group can borrow as a group. It must have a written constitution or by-laws, named officials, a record of meeting together, a resolution to borrow and an account in the group's own name.

Meeting these conditions does not guarantee a loan. We assess every application on its own facts.

Part 4: Lending by recommendation

Goodname Finance lends to people who are vouched for by someone who knows them. This is how we get to know you before we lend.

- **Who can recommend you.** A local council or community leader, a religious leader, your employer, an official of your group, or another person who knows you well and whom we can reach by phone.
- **How we confirm it.** One of our officers calls the person who recommended you to confirm that they know you and that, as far as they know, what you told us is true. A second member of our staff then checks the recommendation before any loan is approved.
- **What it does not mean.** A recommendation is not a guarantee. The person who recommends you does not become responsible for your loan unless they also sign a guarantee.
- **False recommendations.** Giving, buying or arranging a false recommendation breaks these terms. We may refuse or cancel the application, ask for the loan to be repaid at once, and report the matter to the police.

Part 5: Registration and the onboarding fee

Before your first loan we register you as a client, or register your group. Registration includes your identity check, your recommendation, your payout account and your consent to these terms.

The onboarding fee

- Registration carries a one-off onboarding fee. Individuals and groups each pay it once, not with every loan.
- We tell you the amount in writing before you pay. It is set by us and may differ for individuals and groups.
- You can pay by mobile money through our official payment request, or in cash to our staff against an official receipt with a reference number.
- The fee is not refundable once your registration is complete.
- If we decide not to register you before registration is complete, we refund the fee in full. If you stop part way, the fee stays on record and counts when you come back to finish.

The onboarding fee is the only payment we ever ask for before a loan. **We never ask for a fee to approve or release a loan.** Anyone who asks for one is not acting for us.

Part 6: Applying and our decision

You can apply through our officers, the client portal or the mobile app. We ask for the documents listed for your product, and we check:

- your identity, your recommendation and your guarantors;
- your income, your existing debts and whether you can pay the instalments without hardship; and
- your record with licensed credit reference bureaus.

Guarantors

Most loans need one or more guarantors, named when you apply. Your officer tells you how many your product needs. We contact each guarantor to confirm that they agree, and each one signs a written guarantee.

We may approve the amount you asked for, offer a smaller amount or a shorter term, ask for another guarantor or security, or decline. If we decline, you may ask for the main reasons.

You must give us true, complete and current information. If anything changes before the loan is paid out, tell us.

Part 7: Your loan offer and what it costs

Before you accept a loan, we give you a quote and a **key facts statement** in writing. It shows, in Uganda shillings:

1. the amount you asked for and the amount that will reach you after any upfront fee or tax is deducted;
2. the interest rate, how it is calculated and the period it covers;

3. every fee and charge, each with its amount;
4. the total cost of the loan and the total amount you will repay;
5. the number, amount and due dates of your instalments;
6. the late payment charges that may apply, and when they start;
7. any guarantor or security required; and
8. your right to cancel and to repay early.

No hidden charges

We do not charge any interest, fee or charge that is not shown in your key facts statement or loan agreement. We will not raise the interest rate or fees on a loan after it is paid out. A quote states how long it remains valid, so take your time, ask questions and compare it with other lenders.

Amounts are worked out in whole shillings. Where the law puts a tax on a charge, the tax is shown on its own line. MTN, Airtel and banks may charge you their own transaction fees and government levies, for example when you withdraw cash. Those charges are between you and them.

We will not charge more than any maximum interest rate or charge set under the Tier 4 Microfinance Institutions and Money Lenders Act, 2016 or its regulations.

Part 8: Paying out your loan

Once you have signed and every condition is met, we pay the loan through IOTec Pay to the MTN Mobile Money number, Airtel Money number or bank account registered in your name. We never pay out a loan in cash.

A group loan is paid only into the group's own account, never to a member's personal number.

We confirm the payout by SMS. If a payout fails, we contact you and try again. Interest does not start until the money reaches you.

Part 9: Repaying your loan

Pay each instalment in full by its due date. You can pay by:

- approving the mobile money payment request we send to your phone from the portal, the app or our office (MTN Mobile Money or Airtel Money, through IOTec Pay);
- a bank transfer to our account shown on your statement or in the portal; or
- any other official channel we announce in writing.

Pay only through official channels

Never pay a loan instalment in cash, and never pay into a staff member's personal mobile money number or bank account. Every payment we receive gets an official receipt with a reference number.

A payment counts from the time the money reaches us. Bank payments are credited once our staff confirm them. Unless your loan agreement says otherwise, each payment goes first to overdue charges and fees, then

interest, then principal, starting with the oldest instalment. If you pay more than you owe, we refund the extra or keep it as a credit on your loan account, as you choose.

Part 10: Late payment

We send reminders before and on each due date. If an instalment is missed:

- we contact you to understand what happened and agree how the arrears will be cleared;
- late charges may apply, only on the overdue amount, only after any grace period and only at the rate in your agreement;
- your guarantors may be told that the loan is in arrears; and
- we may report the arrears to credit reference bureaus.

All collection work follows our Fair Lending and Collections Code of Conduct. We do not threaten, shame or harass anyone, and we contact you only at reasonable hours. If illness, loss of income, a death in the family or a disaster makes it hard to pay, tell us early. We will look at a payment plan or a restructure with you.

Part 11: Top-ups and restructuring

Top-ups. If your loan is in good standing you may apply for a top-up. A top-up is a new loan that first clears your current balance. Its key facts statement shows the amount used to clear the old loan, any fees, and the amount you will receive. We assess it like a new application.

Restructuring. If you cannot keep up with your instalments, you may ask us to change the schedule, for example by giving you longer to pay. Two members of our staff must approve a restructure, and you sign a change agreement showing the new schedule and any cost. A restructured loan is reported to credit reference bureaus as restructured.

Part 12: Cancelling and repaying early

Cooling-off. You may cancel a new loan within 3 working days after it is paid out. Tell us, and repay the full amount you received. We then charge no interest and no fees, apart from any transaction charges a mobile network or bank actually took.

Early repayment. You may repay all or part of your loan at any time without a penalty. Ask us for a settlement quote, which shows exactly what is needed on the day. We do not charge interest for the period after you settle, unless your key facts statement clearly says otherwise. A part payment reduces your balance and, as you choose, shortens the term or lowers the remaining instalments.

Part 13: Default and recovery

Your loan is in default if:

- an instalment stays unpaid for longer than the period stated in your loan agreement;
- you gave us false information or documents;
- you used the loan for an unlawful purpose or committed fraud; or
- you are declared bankrupt, or the security for the loan is lost, seized or sold without our consent.

Notice before we act

Before we take any of the steps below, we send you a written notice that explains the default and gives you at least 14 days to put it right, unless the law allows a shorter period or there is fraud.

If the default is not put right, we may:

1. ask for the whole balance to be repaid at once;
2. report the default to credit reference bureaus;
3. call on your guarantors;
4. enforce any security, following the Mortgage Act, 2009, the Security Interest in Movable Property Act, 2019 or other law that applies, with every notice that law requires;
5. pass the loan to a licensed advocate or collection agent who must follow our Code of Conduct; and
6. go to court to recover what is owed, with the costs the court allows.

If we write off a loan in our books, the debt is still owed. If we sell security, any money left after the debt and lawful costs are paid is returned to you.

Part 14: Guarantors

A guarantor agrees in a written guarantee to pay if the borrower does not. If you are a guarantor:

- you receive a copy of the guarantee and the borrower's key facts statement before you sign;
- you are responsible only up to the amount stated in your guarantee, plus any costs it allows;
- we tell you if the borrower falls behind before we ask you to pay;
- you may ask us at any time for a statement of the guaranteed loan; and
- the borrower agrees that we may share with you the information needed for this.

Part 15: Collateral and security

Some products need security, such as a vehicle, land or equipment. Where we take security:

- the security documents describe it, its value and what happens if you default;
- any valuation is done by an independent valuer, and we tell you its cost in advance;
- we register the security where the law requires, for example with the Uganda Registration Services Bureau;
- you must keep the security in good condition, insured where agreed, and must not sell or pledge it without our written consent; and
- we release the security and return original documents within 10 working days after the loan is fully repaid.

We enforce security only as the law allows and never take property without lawful process.

Part 16: Group loans

When a group borrows from us:

- the group is the borrower, and its officials sign for it under the group's resolution;

- the loan is paid into the group's own account and repaid from it, or by members as the group arranges;
- where members guarantee each other, each member is responsible as their guarantee states;
- the group's officials can see each member's position on the group loan; and
- the group must tell us promptly about changes to its officials, its account or its membership.

Part 17: Messages and notices

We contact you by SMS, email, WhatsApp, phone call, the portal and the app about your registration, applications, payments, due dates, statements, arrears and changes to these terms. These service messages are part of running your account and cannot be switched off while you have a loan with us.

We send marketing messages only if you agreed to receive them, and you can stop them at any time.

Keep your phone number, email and address up to date. A notice counts as received when it is sent to the latest number or email you gave us, or 3 working days after it is posted to your latest address.

Part 18: Keeping your account secure

- Keep your password, PIN and any one-time code secret, and do not let anyone else use your account.
- We may send you a one-time code or link to confirm it is you, for example when you reset your password. Use it yourself and never pass it on.
- Our staff sign in to our systems with their own one-time codes, so they never need yours. **Goodname Finance will never ask for your PIN, password or one-time code.**
- Tell us at once if your phone or SIM card is lost or you think someone else is using your account. We will block access.
- You are responsible for activity on your account until you tell us it is at risk, unless the loss was our fault.
- Do not copy, overload or interfere with our website, portal or app. Misuse may be an offence under the Computer Misuse Act, 2011.

Part 19: Your promises to us

- The information and documents you give us are true and complete.
- You will use the loan for the purpose you told us and for nothing unlawful.
- The money you repay with comes from lawful sources.
- You will tell us promptly if your income, phone number, address or payout account changes.

Part 20: Our responsibility to you

We are responsible for losses you suffer because we broke these terms or acted carelessly or dishonestly, for example if we take a payment twice or charge something not in your agreement. We will correct the error and refund any amount wrongly taken.

We are not responsible for losses caused by events outside our reasonable control, such as a failure of a mobile network, bank or power supply, or for indirect losses that could not be foreseen when you took the loan. Nothing in these terms takes away a right you have under Ugandan law that cannot be removed by agreement.

Our website, app, software and content belong to us or our licensors and may not be copied for commercial use without our written permission.

Part 21: Changes, suspension and closing your account

We may change these terms when the law, our products or our systems change. We tell you at least 14 days before an important change takes effect. Changes never alter the price or schedule of a loan already paid out.

We may suspend access to the portal or app, or decline further loans, if you break these terms, if we suspect fraud, or if the law requires it. You may close your account at any time once everything you owe is paid.

Part 22: Complaints, governing law and disputes

These terms and every loan agreement are governed by the laws of the Republic of Uganda.

If something goes wrong, tell us. Our Complaints and Dispute Resolution procedure explains how we handle complaints and how quickly we respond. If you are not satisfied with our final response, you may take the matter to the Uganda Microfinance Regulatory Authority.

If both of us agree, a dispute may go to mediation or arbitration under the Arbitration and Conciliation Act, for example through the Centre for Arbitration and Dispute Resolution (CADER). Otherwise disputes are decided by the courts of Uganda, including the small claims procedure where it applies. Nothing in these terms stops you from going to court or to the regulator.

Part 23: Contact us

Customer service

Alana Uganda Limited

WhatsApp: +256778461421

Email: support@goodnamefinance.com

Office hours: Monday to Friday, 8:00am to 5:00pm (EAT)

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