Terms and Conditions

These terms and conditions ("Terms") apply to the online application offered by One Four Nine Financial Services (Private) Limited ("149"), a microfinance institution registered by the Reserve Bank of Zimbabwe and having its registered address at 26 Bath Road, Belgravia, Harare, Zimbabwe.

By using the online application, the Client agrees to these Terms.

1. Definitions

The Client agrees that the following words and phrases as used in the online application and in these Terms have the following definitions:

a. **"Client"** means a resident Zimbabwean who is not currently a client of 149 and who uses the online application to apply to become a client of 149.
b. **"Online application"** means the process of applying to become a client of 149 by creating the Client's user profile via the link in 149's website.
c. **"Credit solutions"** means the loan products or facilities that 149 offers to SMEs and in respect of which the Client has consented to complete the online application as the first step towards a loan application.
d. **"SME"** means a small to medium enterprise operating in Zimbabwe, whether it is registered as a Private Limited or Private Business Corporation, or unregistered and operating as a sole trader.
e. **"Director"** means a person duly appointed to manage the affairs of a business in Zimbabwe.
f. **"Smartphone"** means a mobile phone that performs many of the functions of a computer, typically having a touchscreen interface, internet access, and an operating system capable of running downloaded apps.
g. **"User profile"** means the personal and business details of the Client, including his photo and signature, derived from the online application.
h. **"Loan application"** means the process of applying for a loan with 149. This shall proceed only if the client's user profile was approved by 149.
i. **"Website"** means 149's website at https://www.149.co.zw.

All references to singular include plural and vice-versa. Words importing any gender include the other gender.

2. Requirements

The Client understands that the following are requirements to complete the online application:

a. Clients must be physically present in Zimbabwe.
b. Clients must have a smartphone with a camera.
c. Clients must be in a location with good network and internet conditions allowing them to access the online application without interruption and to receive an SMS.
d. Clients should possess the requisite documents and information as advised on the first page of the online application to avoid any inconvenience.
e. Clients shall bear the costs of using the online application.

3. Online application process

As part of the online application, the Client agrees to:

a. Verify his identity by taking a selfie and proof-of-life video and providing a photo of the front and back of his national ID.
b. Validate his mobile phone number through a second-factor authentication via SMS.
c. Provide a digital signature by freehand.
d. Provide personal information, information about his business, information about his spouse, and information about his borrowing history truthfully and accurately.

4. Use of information from the online application

a. The Client agrees and understands that the image of the digital signature provided by the Client shall remain in 149's records as the Client's specimen signature.
b. The Client authorises 149 to collect, store, verify, validate, and process any and all information provided by the Client through the online application and to use this information to perform additional background checks, including credit bureau and anti-money laundering checks.
c. The Client understands that completion of the online application is the first step to a loan application and that 149 shall contact him afterwards for further information.
d. The Client agrees and understands that his successful completion of the online application does not constitute a loan application and does not obligate 149 to advance a loan. The Client agrees that his request to become a client of 149 is subject to verification and validation and may be rejected by 149 for various reasons and that 149 is not obliged to disclose these reasons.

5. **Changes**
    a. 149 reserves the right to cancel, withdraw, suspend, change, or add to the online application offered to Clients at any time.
    b. 149 shall have the absolute discretion to amend or supplement any of these Terms at any time and shall communicate the amended Terms by hosting the same on its website.

6. **Limitation of liability**
    a. Neither 149 nor any of its employees shall be responsible or liable in any way for any loss suffered by the Client or any third party or towards any claims that may arise from the Client's use of the online application.