

LESI PAY Loan Agreement Standard Terms and Conditions



1. INTRODUCTION

- 1.1. These Standard Terms and Conditions apply to the LESI PAY Facility offered by DIALOG FINANCE PLC a company duly incorporated under the Companies Act No. 7 of 2007 (Company Registration No. PB 765 PQ) and having its registered Office at No. 475, Union Place, Colombo 02 (hereinafter called and referred to as 'DF' or 'the Company' which term or expression as herein used shall where the context so requires or admits mean and include the said Dialog Finance PLC and its successors and permitted assigns) to you ('the Borrower') pursuant to such LESI PAY Loan Facility being approved by the Company.
- 1.2. Upon successful completion of 'Know Your Customer' (KYC) process and subject to the Company's sole discretion, the Company through either Dialog Axiata PLC and or any of its direct or indirect subsidiaries ("Dialog Group") or any other device providing entities that have partnered with the Dialog Group shall issue a device ("the Purchased Device") to the Borrower upon payment of an advance/down payment by the Borrower. The remaining amount due on the device shall be extended by way of a loan/facility by the Company and the Borrower shall settle such loan/facility in instalments.
- 1.3. . The details of the device, the amount of the down payment made by the Borrower, the total loan, the tenure of the loan, number of instalments and all other connected information shall be morefully set out in the Offer Letter/ Product Statement issued to the Borrower or the same shall be enabled for view in any online facility provided by the Company.

2. DISBURSEMENT OF FUNDS

- 2.1. Upon the Borrower placing the required down payment towards the device (if any) DF shall grant the said Device Loan Facility which shall be morefully described in the Offer Letter/ Product Statement as the case maybe together with Interest which shall be informed to the Borrower from time to time at the rate to be notified in writing, considering the fluctuating market rate of interest at the given time whereas the Device Loan shall be disbursed to the entity issuing the device. The Borrower shall repay the said Loan Facility within a period as set out in the Offer Letter/ Product Statement from the date of granting the Loan Facility and in default of payments an additional interest per annum as default interest will be charged until the payment is made in full.
- 2.2. Notwithstanding any arrangement or writing to the contrary between the parties the Borrower do hereby expressly agree that the aforesaid amount together with all other charges as described in Clause 3 (PAYMENTS) shall be repayable on demand to DF and all arrangements or indulgences permitted to Borrower to repay by instalments will be subject to the principal obligation of repayment on demand.
- 2.3. The Borrower also agrees that any statement extract in writing or other document showing the monies owing hereunder by the Borrower to DF and made out of DF systems, books or document and signed and/or certified by any of DF authorized officers shall be deemed sufficient at law and conclusive proof against the Borrower of the contents thereof without any other documents

or vouchers to support the same and the same shall further be deemed to be conclusive proof against the Borrower of the fact that the amount set out therein are due by the Borrower.

3. PAYMENTS

- 3.1. The Borrower shall pay the following and any other charges that will be debited to Borrower's loan account through the Borrower's Savings Account maintained at DF in connection with serving of this Loan Facility and the balance, if any, towards the principal amount:
 - 3.1.1. Charges on the normal and penalty interest;
 - 3.1.2. Postage and other handling charges;
 - 3.1.3. Inspection valuation and any other incidental charges;
 - 3.1.4. Any Statutory payment by way of taxes or otherwise imposed by the Government or any other statutory body;
 - 3.1.5. Legal Fees; and
 - 3.1.6. All other expenses incurred by the Company for the recovery of the monies owing to the Company.
- 3.2. Any delay and/or default of settling of the Facility payment due and owing from the Borrower shall be subject to default payment terms and conditions of this Agreement.

4. DEVICE BLOCKING FEATURE AND SECURITY

- 4.1. The Borrower agrees that the title to the Purchased Device shall be deemed to be owned by the Company until the Device Loan is settled in full.
- 4.2. As set out in the Loan Application to this Agreement and as confirmed by the Company to the Borrower via the Offer Letter/Product Statement the said Purchased Device shall be placed as security for the Device Loan and the Borrower shall not sell or transfer the Purchased Device until the Device Loan has been settled in full.
- 4.3. The Borrower agrees, acknowledges and accepts that the Purchased Device contains a device blocking feature ("Device Blocking Feature") which can be enabled/utilized by the Company for the purpose of the Device Loan and the functions of the Device Blocking Feature are as follows:
 - 4.3.1. Enrolment notifications:
A message will be displayed on the end user device/Purchased Device to communicate initial enrolment and SIM card change events. This message will be displayed on each device reboot and SIM card changes.
 - 4.3.2. Overdue notifications:
Where loan payments are overdue, notifications as payment reminders shall be sent to the Purchased Device.
 - 4.3.3. Blink Reminders:
When an overdue payment notification fails to result in a prompt payment, a periodic blinking payment reminder will be sent to the Purchased Device as an escalated payment reminder.
 - 4.3.4. Lock devices:
Where loan payments are overdue, the Purchased Device can be locked until the Company receives payment from the Borrower.
 - 4.3.5. Offline device locks:
There shall be an offline device lock that automatically locks a device when offline for a considerable period of time. This can occur when the Borrower does not connect to the network as a means of evading

payment, and the device cannot be tracked since it is no longer receiving updates from the server.

4.3.6. SIM Control:

SIM cards can be configured to restrict some functionality and/or lock the device if required. An 'Active Dialog SIM' is required to be in either SIM tray 1 or SIM tray 2 for Devices purchased via the Facility.

4.3.7. Restricted features:

S. No	Feature/Application Name	Status
1	Installation of 3rd Party applications via Unknown Sources	Disabled
2	Developer Options	Disabled
3	Debugging Model	Disabled
4	Change of Date & Time	Disabled
5	Odyssey Application Uninstall	Disabled
6	Factory reset	Disabled
7	Corporate Workspace Applications	Restricted
8	File Transfer via USB	Disabled
9	Duplicate Apps	Restricted
10	Smart Switch (only Samsung)	Restricted

4.3.8 Extended warranty support and benefits offered by Dialog Axiata PLC and the Company shall be discontinued immediately.

4.4. The Company shall also retain the right to place a lien over the Savings Account whereas The Company shall place a hold on the funds available in the Savings Account for the purpose of recovering any Outstanding Dues of the Device Loan Facility.

5. TERMS AND CONDITIONS

- 5.1. The Borrower agrees that the Borrower's Monthly Instalment payments shall be routed to the Borrower's Savings Account maintained with DF whereas DF shall on the due date deduct the relevant Monthly Instalment as the case maybe without any further intimation or notice made to the Borrower.
- 5.2. Borrower agrees that DF will have absolute discretion to appropriate any payments received from the Borrower against this Agreement, in respect of dues under other agreements with DF under which the Borrower has taken on this Loan Facility.
- 5.3. The Borrower specifically agrees and understands that notwithstanding the provisions under clauses 5.1 and 5.2 hereof, for all intents and purposes the obligation to settle the Loan Facility shall at all times remain with the Borrower.
- 5.4. All representations and statements made to DF by the Borrower or Borrower's agents, employees or officers whether in writing or otherwise on Borrower's behalf are hereby warranted true and correct and intended to be acted upon by DF and shall from the

basis of the contract or obligation intended to result from or arise upon DF acting upon the request hereby made for an advance.

- 5.5. Any material charge/change expected or experienced in the Borrower's financial condition shall be immediately furnished by the Borrower to DF, as and when required by DF.
- 5.6. Particulars of any litigation which may tend to affect the Borrower's financial capacity and in which the Borrower may be involved shall be immediately disclosed by the Borrower to DF whenever such eventuality occurs.
- 5.7. DF is hereby irrevocably authorized by the Borrower without notice to the Borrower to combine the account of this Loan Facility with all or any of the Borrower's other accounts or deposits (term or demand) and to transfer and appropriate all monies lying to the Borrower's credit with and such unfettered right and irrevocable authority is hereby given by the Borrower to DF and shall be exercised by DF to the extent of dishonouring or refusing payments demands or withdrawals or other like documents drawn by the Borrower on or before the date of the exercise of such right or authority or even to the extent of closing any account in the Borrower's name and the Borrower hereby undertakes to fully indemnify DF against all claims or demands that may be on DF consequent in such action of the Borrower.
- 5.8. The production in any court of Law or before any Tribunal or body or statutory officer of any statement, extract, writing or other documents showing monies owing by the Borrower as a result of DF granting the above loan and made out of the books or documents of DF and signed and certified by the Manager or Accountant of DF shall be deemed to be conclusive proof of the amounts of the Borrower liability to DF without any further documents or vouchers being produced by DF.
- 5.9. If this document is signed by or on behalf of two or more persons whether as partners of a firm or otherwise, such person shall be jointly and severally liable to DF for the full amount of this Loan Facility and interest and each of such persons shall be liable as sole or principal debtor so long as any monies are due from the Borrowers on account of this Loan Facility and interest.
- 5.10. The monies due by the Borrower to DF in respect of this Loan Facility and interest thereon shall be recoverable from the Borrower notwithstanding the Prescription Ordinance (cap 68) and the Borrower shall not raise the Prescription Ordinance (cap 68) as a bar to DF suing the Borrower for the recovery of the said monies.
- 5.11. All representations and statements made above and elsewhere and otherwise to DF or any of its officers by the Borrower or its agents, employees or officers, in writing or otherwise on the Borrower on behalf of purporting to be on the Borrower's behalf are hereby warranted true and correct and intended to be acted upon by DF and shall form the basis of the contract resulting from recovery of the said monies.
- 5.12. The Borrower agrees that in the event of default by the Borrower, DF may appoint a third party recovery agent for the recovery of Outstanding Dues and the Borrower agrees to pay all costs of such collection immediately.
- 5.13. A certificate in writing by an officer of DF as to the moneys and liabilities for the time being due to or incurred by DF shall be accepted by the Borrower as prima facie evidence of the amount owing to DF by the Borrower at the date of such certificate.
- 5.14. The Borrower shall not transfer ownership and/or vary its profile details of the registered mobile number or transfer possession of the Purchased Device to any third party until the Device Loan is settled in full.
- 5.15. In the event the Borrower intends utilizing the Number Portability feature, the Borrower agrees that prior to exiting the Dialog Network the Borrower shall first settle the Device Loan in full.
- 5.16. Notwithstanding that the ownership and title to the Purchased Device remaining with the Company until the Device Loan Facility is settled in full, the Company at no time makes any warranty with respect to the merchantable quality and/or use of the Purchased Device.

6. DEVICE PROTECTION PLAN/SHIELD GOLD BY PROTECH – CONDITIONS

- 6.1 In order to enroll for the Device Protection Plan, The Borrower shall agree to the Shield Gold Terms and Conditions of Protech Devices (Private) Limited setout in <https://www.protechdevices.com/pages/shield-gold> and pay the Service Fee as well.
- 6.2 Service Fees: The Borrower who wishes to enroll for this Device Protection Plan shall be subjected to a Service Fee, which will be clearly communicated at the time of enrolling for Device Protection Plan. **The payment of the Service Fee shall constitute the Borrower's consent to share the IMEI number as setout under clause 7.4 hereinbelow.**
- 6.3 Customer Participation Fee: In case an enrolled Borrower makes a claim under the Device Protection Plan, such Borrower shall be subjected to a Repair Fee or a Replacement Fee as setout under Shield Gold Terms & Conditions.

7. DATA SHARING

- 7.1. The Borrower agrees and understands that the Company is recognized as a Prescribed Authority by the Department of Registration of Persons of Sri Lanka (DRP) under Section 39B(c) of the Registration of Persons Act No. 32 of 1968 as amended by Amendment Act No. 8 of 2016 . Whereas the Borrower hereby consents to the Company accessing the Borrower's National Identity Card (NIC) details maintained with the DRP, to assess the authenticity of the information provided by the Borrower including the Name, Address, Date of birth, Place of birth, Gender, Date issued, Photograph, Scanned copy of the front side and back side of the identity card, Scanned copy of the index containing information appearing on the Identity Card, Nature of the record (Active/Inactive/ Cancelled/Invalid).
- 7.2. The Borrower consents to the Privacy Notice of the Company located at <https://www.dialogfinance.lk/privacy-notice> and as amended from time to time, in particular;
- 7.2.1. The Borrower consents to DF sharing the Borrower's information with any one of its subsidiaries and/or holding companies in order to provide an integrated services to the Borrower and/or with any Government authority/ statutory or regulatory body as required by any act/ rule/ direction/ regulation issued from time to time and/or for the purpose of any investigation, review or for the purpose of any legal proceedings conducted by such authority or DF as the case maybe, and
- 7.2.2. The Borrower consents to the Company sharing any information pertaining to the Borrower's facilities/ transactions and/or business with the company with any Government authority/ statutory or regulatory body as required by any act/ rule/ direction/ regulation issued from time to time and/or for the purpose of any investigation, review or for the purpose of any legal proceedings conducted by such authority or DF as the case maybe and/or with such other entity for the limited purposes detailed in the aforesaid Privacy Notice of DF.
- 7.3. The Borrower consents to DF accessing the Borrower's information available in the Credit Information Bureau (CRIB) for the purpose of assessing the Borrower's credit management and to report to CRIB the details of the Device Loan Facility granted by DF on a periodic basis.

- 7.4. In order to activate the Device Protection Plan, the **IMEI number of the Purchased Device will be shared with the partner [PROTECH DEVICES (PRIVATE) LIMITED]** as setout under clause 6.2 hereinabove.

8. MATERIAL BREACH

- 8.1. It shall constitute a material breach of this Agreement in the event that:
- 8.1.1. the Borrower fails to pay the Monthly/Weekly Instalment on the due date and fails to pay the total Outstanding Amount due with interest on demand;
- 8.1.2. the Borrower fails and/or neglects to adhere to any of the terms or conditions of this Agreement.

9. CONSEQUENCE OF BREACH/DEFAULT

- 9.1. In the event of the occurrence of any act of material breach DF may at its discretion terminate this Agreement provided that such event of default remains not remedied 07 days after such default being notified by the Company to the Borrower. Termination of this Agreement shall be without prejudice to the respective rights and obligations accrued under this Agreement prior to such termination.
- 9.2. Without prejudice to the Company's right to exercise any remedies available under law with respect to recovering the monies owed by the Borrower, subsequent to termination the Company reserves the right to;
- 9.2.1. activate the Device Blocking Feature in the Purchased Device.
- 9.2.2. Instruct the Dialog Group to block the transfer of ownership of the registered mobile number until the Device Loan is settled in full.
- 9.2.3. Instruct the Dialog Group to block and/or disconnect the Borrower's network connection registered under the National Identity Card Number of the Borrower.
- 9.2.4. instruct the Dialog Group to disconnect any other connection (such as Television and Broadband connections) registered under the National Identity Card Number
- 9.2.5. instruct the Dialog Group to block the Borrower from availing himself of any new products or services
- 9.2.6. request the Borrower to return the Purchased Device to the Company and in the event that the Borrower fails to return the device upon such notice, the Company reserves the right to make necessary arrangements whether by it self or through any third party recovery agent to recover the possession of the Purchased Device. For the purpose of this clause the sole responsibility of deleting all personal data and content from the Device shall be with the Borrower and whereas the Company shall not be liable for any exposure of such personal data and content to any third party due to the failure of the Borrower in meeting his obligations hereunder.
- 9.3. It being agreed by the Borrower that pursuant to such Termination under clause 8.1 and **Error! Reference source not found.** hereof the total Loan Amount together with other fees, charges and dues of the Borrower under this Agreement including such cost of recovering the Device Loan Facility shall fall due and shall be payable by the Borrower to the Company forthwith on demand.
- 9.4. In the event the Company recovers the possession of the Purchased Device, the Company shall have the right to sell the Device and use such resale proceeds towards recovering any unpaid dues of the Device Loan Facility without any further demand or intimation to the Borrower.

10. WAIVER AND VARIATION

- 10.1. In no event shall any delay failure or omission on the part of any of the parties in enforcing exercising or pursuing any right power or privilege claim or remedy which is conferred by arising under this Agreement or from any breach by either party of its obligations hereunder be deemed to be

construed as a waiver thereof or of any such right power privilege claim or remedy or operate so as to bar the enforcement or exercise thereof or of any other such right power privilege claim or remedy in any other instance at any time or times thereafter.

11. SEVERABILITY / ILLEGALITY

11.1. If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

12. EXCLUSIVE JURISDICTION

12.1. This Agreement and the security afforded hereunder shall be governed and construed in all respects in accordance with the laws of Sri Lanka and the Company and Borrower hereby irrevocably submit to the jurisdiction of the Courts of Colombo Sri Lanka and the service of any writs or summons or any legal process in respect of any such action or proceedings may be affected on the parties hereto by forwarding a copy of such writs or summons or any statement of claim or other legal process by prepaid registered post to the parties hereto to the addresses hereinbefore stated.

12.2. This Agreement is deemed to be entered in the place where the Company signs the Agreement and/or the principal place of business /registered office of the Company at which the Loan instalments are paid.

13. NOTICES

13.1. All demands under this Agreement may be made by the Company under the hand of its Authorized Officers of the Company by a letter addressed to the Borrower and sent by post or delivered to the address provided by the Borrower in the Loan Application, the Borrower's Registered Address or as communicated by the Borrower in writing from time to time and whereas Notice of Demand so given or made shall be deemed to be given or made or received on the day it was so delivered or the day following that on which it is posted as the case may be.

13.2. The Borrower agrees that where applicable any notices, requests and/or reminders sent by the Company via short message services (SMS) to the mobile telephone number, any online platform made available to the Borrower to access the Facility, via the Device Blocking Feature available on the Device or E-mail address given by the Borrower in the Loan Application or as communicated by the Borrower in writing from time to time, being electronic messages shall thereby deemed to be legally binding notices, requests and/or reminders.

13.3. It is further agreed that all payments will be receipted / acknowledged whether the payments are treated as payments/damages/statutory payments/service charges.

14. DEFINITIONS

14.1 **'Loan Facility/ LESI PAY Facility/LESI PAY Loan Facility/ Device Loan'** Shall mean the Loan Facility provided by DF to the Borrower for the purpose of financing a device under these terms and conditions, in its sole discretion in terms of this Agreement

14.2 **'Offer Letter/ Product Statement'** Shall mean the document which shall contain the basic information pertaining to the approved Loan Facility for the Borrower including (but not limit to) the approved interest rate, Loan Facility amount, Default Interest, Fees and Charges (if any), Repayment Terms and Recovery Procedures applicable to the Loan Facility either via a written statement or via such digital screen (with or without any specific heading) in any online platform made available to the Borrower.

14.3 **'Savings Account'** Shall mean the savings account opened by the Borrower with DF

14.4 **'Interest'** Shall mean the interest charged on the Loan Facility and whereas DF shall retain the right to change the rate of interest with prior notice to the Borrower depending on prevailing market conditions.

14.5 **'Outstanding'** Shall mean the outstanding payments due **Loan/ Dues'** on the Loan Facility.

14.6 **'Monthly/Weekly Instalment'** Shall mean the Monthly/Weekly instalment payment due under the Loan facility as maybe defined in the Offer Letter/ Product Statement issued to the Borrower

14.7 **'Agreement'** Shall mean these Standard Terms and Conditions, the Loan Application and the Offer Letter/ Product Statement issued to the Borrower

The Terms and condition of this Agreement shall be read in conjunction with the Loan Application and Offer Letter/Product Statement issued to the Borrower subsequent to the Loan Facility being sanctioned by the Company which also forms an integral part of the Agreement.

Signed and executed by the Parties in terms of the Electronic Transaction Act No. 19 of 2006 as amended.