

Power to Pay Terms and Conditions

Updated on 1st May 2026

1. Agreement

- 1.1 These terms (hereinafter “Terms and Conditions”) apply to the access and use of your account and the Power to Pay (“Pay”) Mobile Financial Services, provided by Power Financial Wellness, Inc. (“Power”) and its operating subsidiaries, by you (the Customer).
- 1.2 The Pay Terms and Conditions together with the General Terms and Conditions regarding your account and Mobile Financial Services provided by Power constitute the contracts between you and Power.

2. Definitions

For purposes of these terms and conditions the following words and expressions shall bear the following meanings unless expressly provided otherwise;

- 1.1 “Account” means an electronic account opened with Power for the purpose of effecting Mobile Financial Services in accordance with the terms and conditions set out.
- 1.2 “Customer” means the person who holds an Account;
- 1.3 “Equipment” means a mobile phone, tablet, sim card, and / or any other device that enables the Customer to access Mobile Financial Services.
- 1.4 Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.
- 1.5 “Merchant” means the commercial entity or person authorized to accept and receive electronic payment transactions from customers
- 1.6 “Mobile Financial Services” means the Services provided to the Customer via the Equipment.
- 1.7 “MNO Mobile Money” means the digital payment platform that allows the transfer of money between cellphone devices
- 1.8 “Power PIN” means your personal identification number used exclusively by you to transact on your Account.
- 1.9 “Power” means Power Financial Wellness, Inc. and its wholly owned subsidiaries, including Frictionless Financial Services - SMC Limited, a limited liability company, duly incorporated in Uganda.
- 1.10 “Power Marketplace” means the environment hosted by or on behalf of Power on which the Services shall be made available to the Customers.
- 1.11 “Regulatory Authority” means any establishment set up through an Act of Parliament or other legislative means with the mandate to provide prudential oversight over entities in a particular industry.
- 1.12 “Services” means any form of facilities or products that Power may offer pursuant to these Terms & Conditions and as may be offered from time to time.
- 1.13 “Short Message Service” “SMS” means a text message service component of phone, web, or mobile communication systems.
- 1.14 “Transaction Fees” includes service fee and penalty fee and any other fees and charges payable for the use of the Services as published by the Power, as Power shall in its sole discretion determine. Transaction Fees are subject to change at any time at Power’s sole discretion with the adequate notice provided to the Customer as required by law;
- 1.15 “We,” “our,” and “us,” means Power and, where the contents so permits, includes the successors and assigns of Power;
- 1.16 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.17 “You” or “your” means the Customer and includes the personal representatives of the Customer;

3. Acceptance of Terms and Conditions

- 3.1 Before applying for an Account and access to Mobile Financial Services, you (the Customer) acknowledge having read, understood and accepted the Terms and Conditions contained herein.
- 3.2 If you do not agree with these Terms and Conditions, please do not click “Proceed” on your Equipment.
- 3.3 By selecting ‘Proceed’ and applying for an Account, and or by using, or continuing to use and operate the Account, it is deemed that you have agreed to comply and be bound by these Terms and Conditions and any amendments / changes that may be made from time to time.

- 3.4 You (the Customer) further affirm that these Terms and Conditions do not constitute a waiver of any right that Power may have in law or otherwise with respect to the Account.
- 3.5 You acknowledge and accept that your Account(s) is / are only offered electronically and you agree that the Services will be performed electronically via the Power Marketplace.
- 3.6 You further acknowledge that all queries and / or complaints relative to the Account will be made via the Power customer support centre, which you acknowledge and agree is not a physical branch of Power for the rendering of financial services transactions

4. Types of Account(s)

Power via the Power Marketplace, may introduce new categories of Accounts on the Account opening platform and menu system to be used for accessing Mobile Financial Services by the Customer. Prior to availing any new Accounts, Power will provide access via new menu options and, where applicable, the Customer will be requested to submit any applicable additional information.

Pay Account

- 4.1 To open this Account you should be a minimum of 18 years of age.
- 4.2 As a holder of this Account you will be entitled to access earned wages or future earnings, subject to these Terms and Conditions herein. Power reserves the right, at its sole discretion, to approve or decline your application request and may or may not provide reason/s on request.
- 4.3 Application for the payment shall be made through the Power Marketplace digital interface platform and menu system.
- 4.4 The proceeds of the payment shall be disbursed / paid to your MNO Mobile Money account, Account, or Merchant as specified by the Customer.
- 4.5 The payment including any Transaction Fees due, shall be paid in accordance with the time periods chosen by you at the time of application.
- 4.6 You hereby expressly consent that all repayments due from you, including but not limited to Pay amount(s) requested and Transaction Fees, shall be recovered by Power directly from your employer, source of income, or from your nominated payment account.
- 4.7 In the event that the Pay amount(s) requested and Transaction Fees are not repaid within the agreed period from date of disbursement, Power will make continued attempts to recover the full amount over a 72-hour period, after which an applicable Transaction Fee for late payment will be applied.
- 4.8 In the event that the full amount due has not been recovered during the 72 hour period, Power will continue to follow up until the full outstanding amount plus applicable Transaction Fees have been recovered.
- 4.9 Failure to repay the outstanding amount, including Transaction Fees, on the due date will be taken into consideration when assessing any future Services.
- 4.10 Power reserves the right to terminate the Services in the event you are unable to repay all outstanding amounts within a period of (90) days from date of initial disbursement to your Account. Such termination does not constitute waiver of any other rights available at law or otherwise to Power to recover losses.
- 4.11 Power shall have a right, both now and in the future, of lien and set off over funds held by you in any other Account held by you as means of recovering any amounts that are outstanding and due from you to Power.
- 4.12 The Terms and Conditions of the Account may be varied at the sole discretion of Power in line with prevailing rules and regulations of the applicable Regulatory Authority and policies of Power.
- 4.13 You hereby expressly consent to the disclosure of your information, provision of responses and communication of your details to relevant stakeholders concerning your Account.
- 4.14 You hereby expressly consent for us to access your credit information from a licensed credit reference bureau for the duration of the facility and for the establishment and maintenance of the facility.

5. Fees

- 5.1 You hereby acknowledge the accountability to pay any fees and amounts that are due and payable as a result of using this Service.
- 5.2 The following fees / costs are payable and deductible from your Account (without any reference to you);
 - 5.2.1 Transaction Fees in respect of Services;

- 5.2.2 Any Penalty Fees due to failure to repay the full amount of the loan and Transactions fees on due date
- 5.2.3 Any legal fees incurred as a result of any advice sought, litigation, proceedings and including but not limited to arbitration in respect of your Account with Power;
- 5.2.4 All other fees, costs and expenses incurred by Power in processing any of your requests on your Account

6. Statements

- 6.1 You may request for statements of your Account using the Power Marketplace platform or through Customer Support channels.
- 6.2 The default statement will provide details of the account balance and last five (5) transactions from your Account or a statement selected by date range up to a maximum of a 6 month period, with additional statement periods selected separately or such as may be determined by Power, data costs as per your provider apply.

7. Customer Responsibilities

- 7.1 You shall ensure the safekeeping of your Equipment necessary for accessing the Power Marketplace digital interface platform and menu system. Such safekeeping will be done at your expense.
- 7.2 You shall ensure that all personal information relating to your Account, are not disclosed to third Parties or compromised in any manner. You hereby indemnify Power against any such disclosures and warrant that all safekeeping, including that of your transactional Power PIN and password, are your sole responsibility.
- 7.3 You shall be responsible for the proper performance of your Equipment to enable you access to the Power Marketplace digital interface platform and menu system. Power will not be responsible for any costs or charges associated with the malfunctioning of your Equipment including but not limited to software limitations, viruses or related problems.
- 7.4 You shall take all reasonable precautions to ensure that there is no unauthorised access to your Account and further pay attention to all communication, notifications and procedures provided by Power for use of the Power Marketplace digital interface platform and menu system.
- 7.5 Where you have reason to believe that your Account details including but not limited to your Power PIN or password have been disclosed, you will immediately inform Power through its Customer Centre.
- 7.6 You shall not at any point use the Power Marketplace digital interface platform and menu system in any manner that may be deemed prejudicial to Power.

8. Limitation of Liability

- 8.1 Power shall not be liable for any losses or damage suffered by you as a result of interference or unavailability of service due to;
 - a) Failure or disturbances to your Equipment.
 - b) Disclosures of Account information and compromises to the same.
 - c) Any other circumstances not within Power's control including but not limited to delay or non-availability of the system, failure of public or private telecommunications system and all other force majeure circumstances.
- 8.2 Pursuant to clause 8.1 Power shall further not be liable for or in connection with any of the following circumstances. The following is not an exhaustive list;
 - 8.2.1 Failure, interruption and malfunction of the Power Marketplace platform and menu system
 - 8.2.2 Failure and unavailability of network connection and your Equipment
 - 8.2.3 Restrictions to your Account activity due to legal, regulatory processes or any other encumbrances prohibiting activities.
 - 8.2.4 Your failure to provide accurate details for purposes of transacting.
 - 8.2.5 Any unsolicited, illegal or fraudulent activities performed on the Account
 - 8.2.6 Failure to adhere to the terms and conditions of this Agreement.
 - 8.2.7 Your failure to comply with these Terms and Conditions or any other document that Power may provide you with concerning your Account and the use of the Power Marketplace digital interface platform and menu system.

- 8.3 Power will not be liable for any current or future losses whether direct or consequential and associated with any disruption or unavailability of services even in the event where notification on the likelihood of such loss is provided to Power.

9. Indemnity

- 9.1 In consideration of Power complying with your instructions or requests in relation to the Account, you undertake to indemnify Power and hold it harmless against any loss, charge, damage, expense, fee or claim which you may suffer, incur or sustain. You thereby absolve Power from all liability for loss or damage which you may sustain from Power acting on your instructions or requests or in accordance with these Terms and Conditions.

10. Intellectual Property Rights

- 10.1 You acknowledge that the intellectual property rights in the Power Marketplace digital interface platform and menu system (and any amendments upgrades or enhancements thereto from time to time) and all associated documentation that Power provides to you through the Power Marketplace digital interface platform and menu system or otherwise are the property of Power. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the menu system and associated documentation without the prior written consent of any of the affected parties. Intellectual Property in this case relates to any information that sits on the marketplace or comes to you by virtue of this Agreement and your use of related facilities but not restricted thereto.

11. Termination of Relationship

- 11.1 Power reserves the right to terminate the relationship with you at any point following notification and close your Account. Termination of the relationship is without prejudice to Power and any other remedies of recourse it may have in law or otherwise.
- 11.2 Pursuant to the contents of clause 11.1, Power may suspend or terminate the relationship with you following misuse, fraud and breach of these Terms and Conditions.
- 11.3 Power may further terminate or suspend your account upon receipt of a court order or instruction by a competent Regulatory Authority.
- 11.4 Power may also terminate the relationship for convenience in the event of among other factors, technical failures, non-payment of loan, Account inactivity or any other reasonable reason at the sole discretion of Power.
- 11.5 You may terminate your Account with Power at any time through the Power Customer Centre and any amounts due to you will be payable, subject to deductions of any due fees. You further agree that such fees will be payable immediately prior to the release of any funds due to you.
- 11.6 Termination of the relationship is without prejudice to any accrued rights, obligations and liabilities of either party.

12. Assignment and Payment Redirections

- 12.1 You hereby acknowledge and consent to Power ceding, assignment, charge, or otherwise transfer of any or all of its present and future rights, title, interest, and benefit under this Agreement, including all amounts due or to become due from you (collectively, "Receivables"), by Power to any third party, lender, financier, or security trustee (each a "Security Lender"), on such terms as Power may determine at its sole discretion. In connection with any such transfer, the following shall apply:
- 12.1.1 You hereby irrevocably acknowledge and consent to Power assigning, charging, or otherwise transferring by way of security all the Receivables to any third party.
- 12.1.2 You hereby acknowledge and agree that, upon receipt of a written notice from a third party (or from Power acting on the third party's instructions) directing you or your employer to redirect payments to a designated account (a "Payment Redirection Notice"), all amounts due from you or your employer under your loan agreement(s) and these Terms and Conditions shall thereafter be paid directly to the account specified in the Payment Redirection Notice. The Payment Redirection Notice shall remain in effect until otherwise stated by the Security Lender

- 12.1.3 You agree that Power may disclose such information about you and your loan(s) as may be necessary to any actual or potential Security Lender for evaluating, facilitating, or managing the transfer or assignment of the Receivables.
- 12.1.4 Subject to any right that cannot be waived as a matter of mandatory law, all payments due from you to Power or to any third party following a Payment Redirection Notice shall be made in full, without any set-off, counterclaim, deduction, or withholding on account of any dispute, claim or cross-demand that you may have or assert against Power.
- 12.1.5 Any such dispute or claim shall be pursued separately through Power's dispute resolution process set out in Clause 13.7. For the avoidance of doubt, this clause does not affect your right to raise a complaint or dispute with Power regarding your Account; it only means that pending resolution of any such dispute, payment obligations continue uninterrupted.

13. Miscellaneous

- 13.1 These Terms and Conditions shall be governed and construed in accordance with the laws of the Republic of Uganda. Any court in Uganda having competent jurisdiction shall address any disputes arising herein.
- 13.2 If any provision herein is found to be invalid or unenforceable by any court having competent jurisdiction or any other authority, such provision shall be severable and have no effect on the validity of the remaining provisions.
- 13.3 Failure to exercise and remedy or right in terms herein shall not be construed as a waiver thereof nor shall partial exercise of such right or remedy prevent the full exercise thereof.
- 13.4 Power may vary these Terms and Conditions including Transaction Fees through publishing on the Power website, print and electronic media, pamphlets, and other written communication or through any other means that Power may determine. Such amendments will come into force immediately upon such publication which will be construed as being notice to you. The amendments or variations made will be binding upon you.
- 13.5 Power may send all communication to you concerning your Account through "SMS" to your mobile number provided at account opening stage or via notifications on the Power Marketplace digital interface platform and menu system. You acknowledge that you have no claim against Power for any delays, damages, miscommunication, duplications, omissions or any other irregularities resulting from transmission of information to you concerning your Account.
- 13.6 You hereby irrevocably authorize Power to act on any of your request for transactions received through the Power Marketplace digital interface platform and menu system and to hold you liable for such instructions notwithstanding that such transactions are not requested by you or any party having a mandate to act on your behalf. Power holds the absolute discretion to action or cancel any request regardless of ambiguity, vagueness or incompleteness upon request from you and you warrant that you will have no recourse for remedy of same against Power.
- 13.7 Disputes will be resolved by Power through its standing customer service protocol. Power will liaise with concerned stakeholders being the Customer and external stakeholders to obtain all relevant information relating to any disputes and act as an impartial mediator to resolve all such disputes.
- 13.8 Pursuant to Clause 12.7 Power's decision will be communicated to the customer including detailed reasons for the decision.
- 13.9 These terms are completely binding and enforceable upon both parties unless otherwise stipulated by law.