

URBN LOANS

CLIENT TERMS & CONDITIONS

(Collateral-Based Loans)

These Terms & Conditions explain how URBN Loans works and apply to **all clients** who take a loan with us. By accepting a loan, you agree to everything written below.

ABOUT URBN LOANS

URBN Loans provides **short-term loans secured by collateral** (items such as phones, laptops, appliances, vehicles, or other valuables).

Your item is held by URBN Loans as security until your loan is fully repaid.

LOAN AGREEMENT

When you take a loan, you agree to:

- The **loan amount**
- The **repayment date**
- The **interest and fees**
- The **collateral given**

These details are written on your loan agreement and receipt.

COLLATERAL (YOUR ITEM)

By giving collateral, you confirm that:

- You are the **legal owner** of the item
- The item is **not stolen**, financed, or under dispute
- The item is **free from third-party claims**

URBN Loans may:

- Photograph and record the item
- Store, move, or prepare the item for resale if needed
- Test the condition of the item

URBN Loans is **not responsible** for:

- Existing faults or damage
 - Normal wear and tear
 - Loss of value over time
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LOAN VALUE

Loans are issued at a **lower value than the market price of the item**.

This protects URBN Loans against default, storage risk, and resale costs.

REPAYMENT

- You must repay your loan **on or before the due date**
 - Payments must be made through **approved URBN Loans payment methods**
 - Late or partial payments **do not stop penalties or default** unless confirmed by URBN Loans in writing
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DEFAULT & RECOVERY PROCESS

If you do not pay on time, the following applies:

- **Day 1–2:** Reminder sent

- **Day 3–7:** Late penalty applies
- **Day 8–14:** Final notice issued
- **Day 15+:** Item may be sold or disposed of

Once an item is sold:

- **The loan is considered settled**
- **No extra money, balance, or profit will be refunded or credited to you**, even if the item sells for more than the loan amount

NO REFUNDS OR BALANCE CREDITS

After default and resale:

- You are **not entitled** to any remaining balance
- You cannot claim profits from resale
- The transaction is considered **final**

FEES & PENALTIES

URBN Loans may charge:

- Late payment penalties
- Storage fees
- Recovery or resale costs

These may be deducted from resale proceeds if default occurs.

FRAUD & MISREPRESENTATION

Providing:

- Fake IDs
- Stolen items
- Tampered serial numbers
- False ownership details

Will result in:

- Immediate loan cancellation
- Loss of collateral
- Blacklisting
- Possible reporting to authorities

COMMUNICATION & CONSENT

You agree that URBN Loans may:

- Record phone calls
- Use WhatsApp, SMS, or voice notes
- Send reminders and notices electronically

You also allow URBN Loans to contact:

- Alternate numbers you provide
- Guarantors (if applicable)

This communication may be used as **evidence in disputes**.

DATA PROTECTION

Your personal information is:

- Kept confidential
- Used only for loan, recovery, and legal purposes

- Handled according to URBN Loans' Data Protection Policy
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COMPLAINTS & DISPUTES

If you have a complaint:

1. Submit it via WhatsApp, QR code, or in person
 2. URBN Loans will respond within **7 working days**
 3. If unresolved, the matter may be escalated internally
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GOVERNING LAW

All loans are governed by the **laws of the Republic of Zambia**.

FINAL AGREEMENT

By taking a loan from URBN Loans, you confirm that:

- You understand how collateral loans work
 - You accept the risks of default
 - You agree to these Terms & Conditions in full
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URBN LOANS

📍 Lusaka, Zambia

☎ 0962488925 / 0776699585

✉ urbnloans@gmail.com

URBN LOANS – CLIENT EDUCATION GUIDE

How Collateral-Based Loans Work

This guide helps you understand how collateral loans work at URBN Loans, what your responsibilities are, and how to benefit the most from the system.

1. What Is a Collateral-Based Loan?

A collateral-based loan is a loan where you temporarily give an item of value (such as a phone, TV, appliance, vehicle, or equipment) as **security** for the loan.

- You receive cash based on the value of the item
 - The item is safely stored by URBN Loans
 - Once you repay the loan in full, your item is returned
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2. Why Loan Amounts Are Lower Than Item Value (LTV Explained)

URBN Loans does **not** lend the full resale value of an item.

This is called **Loan-to-Value (LTV)**.

Why LTV is lower:

- Items lose value over time
- Items may be damaged or depreciate
- Resale takes time and costs money
- Storage, risk, and handling are involved

Example:

If your phone can resell for **ZMW 3,000**, your loan may be **ZMW 1,200 – 1,700**, not the full amount.

Lower LTV protects:

- The business
 - Honest clients
 - Your future borrowing ability
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3. Your Responsibilities as a Borrower

When you take a collateral loan, you agree to:

- Repay the loan on time
- Provide truthful information
- Submit only items you legally own

- Communicate early if you face challenges

Late or missed payments affect your **future loan access**.

4. What Happens If You Don't Pay (Risk of Default)

If repayment is not made:

1. You will receive reminders and follow-ups
2. A short grace period may apply (if stated)
3. Continued non-payment leads to **default**

If you default:

- Your item may be sold
- Sale proceeds are used to recover the loan
- You may lose ownership of the item
- You may be restricted or blacklisted from future loans

Once an item is sold, **it cannot be recovered**.

5. How Collateral Resale Works

If resale becomes necessary:

- Items are priced fairly based on market value
- Sales may occur online or in-store
- Proceeds first cover:
 - Loan balance
 - Interest
 - Storage and handling costs (if applicable)

The Borrower expressly agrees that once collateral is sold due to default, **all proceeds belong to URBN Loans**, regardless of whether the resale amount exceeds the outstanding loan obligation. The Borrower shall have **no right, claim, or entitlement** to any surplus funds arising from such sale.

6. Loyalty Points – How Good Behaviour Helps You

URBN Loans rewards responsible clients through the **URBN Rewards Loyalty Program**.

How you earn points:

- On-time repayment

- Early full settlement
- Repeat borrowing with good history
- Referrals (where applicable)

Loyalty benefits:

- Lower interest on future loans
- Higher loan amounts
- Longer repayment periods
- Faster approvals
- Reduced collateral requirements

Good repayment history = better deals.

7. Early Settlement Is a Smart Move

You are allowed to repay early.

Benefits include:

- Reduced interest
 - Higher loyalty points
 - Faster access to future loans
 - Improved borrowing record
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8. Transparency & Fairness

URBN Loans aims to:

- Be clear about terms before you sign
- Protect your item while in our care
- Communicate openly about repayments
- Treat all clients fairly

Ask questions **before** signing — we are happy to explain.

URBN Collateral loans are:

- ✓ Fast
- ✓ Flexible
- ✓ Useful in emergencies

But they also carry **responsibility**. Only borrow what you can repay.

URBN LOANS
COLLATERAL RESALE POLICY
Applies To: All collateral-based loans

PURPOSE OF THIS POLICY

This policy explains how URBN Loans handles **collateral resale** following loan default. It is intended to ensure clarity, fairness, and transparency.

WHEN COLLATERAL RESALE OCCURS

Collateral resale may occur when:

- A loan enters default under the agreed timeline
- The borrower fails to settle outstanding amounts
- Final demand notices have expired

Resale typically begins **after Day 15 of default**, in line with URBN Loans' Default & Recovery Process.

RESALE PRICE DETERMINATION

The resale price is determined solely by URBN Loans based on:

- Market demand
- Item condition at time of resale
- Depreciation and storage duration
- Urgency of recovery

The borrower has **no right to influence or approve** the resale price.

APPLICATION OF RESALE PROCEEDS

Proceeds from resale are applied in the following order:

1. Outstanding loan balance
 2. Accrued interest
 3. Penalties, storage, recovery, and administrative costs
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NO SURPLUS / NO REFUND POLICY

Any surplus or remaining balance after resale shall NOT be refunded, credited, or returned to the borrower.

The borrower **irrevocably waives** any claim to resale proceeds once default occurs.

FINALITY OF RESALE

- All collateral resale transactions are **final**
 - Items sold cannot be reclaimed, reversed, or repurchased by the borrower
 - URBN Loans bears no obligation to notify the borrower after resale is completed
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CLIENT ACKNOWLEDGEMENT

By signing a collateral-based loan agreement, the borrower confirms:

- Understanding of this policy
- Acceptance of resale conditions
- Acceptance of the no-refund rule
- Waiver of claims after default resale

ITEMS NOT ACCEPTED AS COLLATERAL
URBN Loans – Collateral Acceptance Policy

URBN Loans does **not** accept the following items as collateral under any circumstances

1. Illegal or Restricted Items

- Firearms, ammunition, or weapons of any kind
 - Explosives, drugs, or controlled substances
 - Stolen or suspected stolen items
 - Items with tampered, removed, or altered serial numbers
 - Items prohibited under Zambian law
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2. Perishable or Consumable Goods

- Food items or beverages
 - Medicines or medical supplies
 - Cosmetics, perfumes, or personal care products
 - Fuel, gas, or chemicals
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3. Personal & Hygiene-Sensitive Items

- Clothing, shoes, underwear
 - Mattresses, bedding, pillows
 - Personal grooming items
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4. Documents & Legal Instruments

- NRCs, passports, driver's licenses
 - ATM cards, bank books, cheque books
 - Title deeds, contracts, certificates
 - Company documents or seals
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5. Living Assets

- Livestock or animals of any kind
 - Plants or agricultural produce
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6. High-Risk or Low-Resale Items

- Items with no clear resale market
 - Custom-made or highly personalized items
 - Obsolete or non-functional electronics
 - Damaged items beyond reasonable repair
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7. Third-Party or Disputed Ownership Items

- Items not legally owned by the borrower
 - Items subject to hire purchase, lease, or financing
 - Items claimed by another party
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8. Cash & Financial Instruments

- Cash (local or foreign)
 - Cryptocurrencies or digital wallets
 - Shares, bonds, or investment instruments
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9. Sensitive or Regulated Equipment

- Medical equipment requiring licensing
 - Telecommunications infrastructure
 - Government-issued equipment
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Important Notes

- URBN Loans reserves the right to **reject any item** at its sole discretion, even if not listed above.
- Acceptance of an item in the past **does not guarantee future acceptance.**
- Providing prohibited or misrepresented collateral may result in **loan rejection, blacklisting, or legal action.**

URBN LOANS

CLIENT BLACKLISTING POLICY

Applies To: All URBN Loans clients

PURPOSE OF THIS POLICY

This policy outlines URBN Loans' **internal blacklisting procedures** used to manage credit risk, prevent fraud, and protect business sustainability.

This policy is disclosed to clients **for transparency purposes only**.

SCOPE

This policy applies to all loan products, clients, guarantors, and collateral-based transactions offered by URBN Loans.

DEFINITION OF BLACKLISTING

Blacklisting refers to an **internal restriction placed on a client's borrowing eligibility** within URBN Loans and its affiliated platforms.

URBN Loans does not report clients to external credit bureaus under this policy.

Blacklisting is **strictly internal**.

GROUNDINGS FOR BLACKLISTING

A client may be blacklisted if they engage in any of the following:

- Loan default resulting in collateral seizure or resale
- Abandonment of collateral after default
- Submission of false or misleading information
- Use of fake, altered, or invalid identification
- Pledging stolen items or items with tampered serial numbers
- Repeated breaches of loan terms
- Fraudulent behaviour, impersonation, or document manipulation
- Threats, abuse, or intimidation of staff during recovery

Blacklisting may be applied **immediately and without prior notice** in cases involving fraud or criminal activity.

DURATION OF BLACKLISTING

- Blacklisting duration is determined internally by URBN Loans
- Duration depends on:
 - Severity of the breach
 - Client borrowing history
 - Financial loss incurred
- Some cases may result in **permanent blacklisting**

URBN Loans is **not obligated** to disclose the duration of blacklisting.

EFFECTS OF BLACKLISTING

A blacklisted client may:

- Be denied future loan applications
- Lose access to loyalty rewards or promotions
- Be subject to stricter loan conditions if approved
- Be permanently restricted from borrowing

All blacklist decisions are **final and discretionary**.

REVIEW & APPEAL

Clients may submit a written request for review.

URBN Loans reserves the right to approve or deny any request and is not required to reverse blacklisting decisions.

ACKNOWLEDGEMENT

By engaging with URBN Loans, clients acknowledge understanding and acceptance of this policy.

URBN LOANS
CONSENT TO USE IMAGES & LISTINGS POLICY
Applies To: All collateral-based loan clients of URBN Loans

PURPOSE OF THIS POLICY

This policy explains how URBN Loans may photograph, display, list, and use images of collateral items provided by clients, particularly for **record-keeping, resale, and marketing purposes**, while protecting client identity.

CLIENT CONSENT

By entering into a collateral-based loan agreement with URBN Loans, the client **irrevocably consents** to the following:

Item Photography

URBN Loans may:

- Take photographs and videos of the collateral item
 - Capture serial numbers, identifying marks, and condition
 - Store images for internal records, audits, and dispute resolution
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Resale Listings

In the event of default, URBN Loans may:

- List the collateral item for resale (online or physical)
- Use item photos, descriptions, and condition notes
- Set resale pricing at its sole discretion

Listings may appear on:

- URBN Loans resale platforms
 - Third-party marketplaces
 - Social media sales channels
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Marketing & Promotional Use

URBN Loans may use collateral images for:

- Promotional posts
- Educational content
- Marketing materials
- Advertisements

Client identity will NOT be disclosed, and:

- No client names
 - No contact details
 - No loan references
- will be attached to such images.
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NO OWNERSHIP CLAIM OVER IMAGES

Clients acknowledge that:

- All photos, videos, and listings created by URBN Loans are the **property of URBN Loans**
 - Clients waive any claims over image ownership, royalties, or compensation
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NO RIGHT TO OBJECT AFTER DEFAULT

Once a loan enters default:

- Clients may not object to image use for resale
 - Listings may proceed without further notice
 - Image use is final and non-revocable
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DATA PROTECTION & PRIVACY

URBN Loans commits to:

- Not revealing client identity in public listings
 - Not linking images to personal data
 - Handling all records in line with the **Data Protection & Privacy Policy**
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LIMITATIONS

This policy does not:

- Prevent URBN Loans from using images for legal enforcement
 - Restrict internal investigation or fraud prevention use
 - Override loan default, recovery, or resale rights
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ACKNOWLEDGEMENT & ACCEPTANCE

By signing a loan agreement or submitting collateral, the client confirms that they:

- Have read and understood this policy
- Consent to image capture, storage, listing, and use
- Waive any future claims relating to image usage

URBN LOANS
DATA SUBJECT RIGHTS POLICY

Linked Policy: URBN Loans Data Protection & Privacy Policy

Applies To: All clients, guarantors, and third parties whose data is processed by URBN Loans

PURPOSE OF THIS POLICY

This policy explains the **rights of individuals (“Data Subjects”)** regarding personal data held by URBN Loans and outlines **how those rights may be exercised**, subject to legal, contractual, and regulatory obligations.

SCOPE

This policy applies to personal data collected through:

- Loan applications
 - Collateral documentation
 - Communication records (calls, WhatsApp, SMS, email)
 - Payment records
 - KYC and verification processes
 - Recovery, resale, and compliance records
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RIGHT TO ACCESS PERSONAL DATA

Clients have the right to request confirmation of whether URBN Loans holds their personal data and to receive a summary of such data, including:

- Identity and contact information
- Loan records
- Communication history
- Payment and repayment records

Limitations:

URBN Loans may withhold:

- Internal risk assessments
 - Fraud flags
 - Blacklisting records
 - Investigation or recovery notes
 - Information relating to third parties
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RIGHT TO CORRECTION

Clients may request correction of inaccurate or outdated personal information, including but not limited to:

- Names
- Contact details
- Identification numbers
- Payment details

Requests must be supported by **valid documentary proof**.

URBN Loans reserves the right to reject unverifiable or misleading requests.

DATA RETENTION PERIODS

URBN Loans retains personal data for legitimate business and legal purposes, including compliance, dispute resolution, fraud prevention, and audit requirements.

Standard retention periods include:

- Loan and repayment records: **Minimum 7 years**
- Collateral and resale records: **Minimum 7 years**
- Communication records (calls, messages): **Minimum 3 years**
- Fraud, default, and blacklist records: **Indefinite (where legally permissible)**

Retention may extend beyond these periods where required by law or for legal defence.

RIGHT TO DELETION (WHERE APPLICABLE)

Clients may request deletion of personal data **only where:**

- The loan has been fully settled
- No dispute, investigation, or legal process is ongoing
- Retention is not required by law or internal risk controls

Deletion will NOT be granted where data is required for:

- Fraud prevention
 - Blacklisting records
 - Legal or regulatory compliance
 - Financial audits
 - Enforcement or recovery history
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HOW TO SUBMIT A DATA RIGHTS REQUEST

All requests must be submitted formally via:

- **Email:** urbnloans@gmail.com
- **WhatsApp:** 0962488925/ 0776699585
- **Physical submission:** URBN Loans Office

Requests must include:

- Full name
 - NRC / ID number
 - Loan reference (if applicable)
 - Specific right being requested
 - Supporting documentation
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RESPONSE TIMEFRAME

URBN Loans will acknowledge requests within **7 working days** and respond within a **reasonable timeframe**, depending on:

- Nature of the request
- Volume of data involved
- Legal or compliance checks required

Urgent or complex cases may take longer.

VERIFICATION & SECURITY

To protect client data:

- Identity verification is mandatory before processing any request
 - Requests made by third parties require written authorization
 - URBN Loans may refuse requests that pose security, fraud, or legal risks
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POLICY LIMITATIONS

This policy does not override:

- Contractual loan obligations
 - Default, recovery, or resale provisions
 - Fraud and blacklisting policies
 - Legal duties imposed on URBN Loans
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ACKNOWLEDGEMENT

By engaging with URBN Loans, clients acknowledge that:

- Their personal data will be processed in line with this policy
- Certain rights are subject to legal and operational limitations
- URBN Loans retains final discretion on data handling within the law