



SONGA NA OYE TERMS AND CONDITIONS

| APPROVED ON 30th June, 2025

“Songa na OYE” Terms and Conditions

1. Introduction

- 1.1. These Terms and Conditions govern the use of “Songa na OYE”, the fuel-now-pay-later credit product offered through OYE Platform Solutions Limited by [Odi Credit Limited \(OYE Platform Solutions Limited and its loan partner Odi Credit Limited will be referred to as “OYE” ”we” or ”us ” throughout this document.\)](#)
- 1.2. Songa na OYE is a short-term loan product designed to give Boda Boda drivers access to credit that allows them to fuel their motorcycles and subsequently repay the loans.
- 1.3. Users of Songa na Oye will be able to purchase fuel on credit for amounts ranging from Kenya Shillings Eight Hundred only (Kshs.800/-) only to Kenya Shillings Two Thousand Five Hundred (Kshs.2,500/-) only through the OYE App
- 1.4. Users of Songa na OYE will make payment for the fuel purchased on credit, taxes and other government fees, access fee for the service, and interest charged within five (5) days of purchasing fuel on credit terms
- 1.5. Participation in Songa na OYE is discretionary and only open to Boda Boda drivers who have passed all pre-qualification checks for the service.

2. Definitions and Interpretation

- 2.1. In these Terms, unless the context requires otherwise:
 - 2.1.1. “Access Fee” refers to an amount of money paid to OYE for every purchase made through Songa na OYE, the Access Fee will form part of the Loan Amount;
 - 2.1.2. “Account” refers to your profile with OYE containing details of your interaction with us through the Songa App or USSD accessed on *693# including details of fuel taken on credit, repayment history, Loan Amount and Owing Balance;
 - 2.1.3. “Applicable Law” refers to the Proceeds of Crime and Anti-Money Laundering Act, the Data Protection Act, the Central Bank of Kenya Act and all regulations published under these Acts that apply to the actions of either of the Parties to these terms and conditions;
 - 2.1.4. “Client” or “you” or “Driver” refers to Boda Boda drivers signed up to Songa na OYE;
 - 2.1.5. “Credit Purchase” refers to a purchase of fuel on credit as enabled by a Songa na OYE loan;
 - 2.1.6. “Default Period” refers to a period between the 5th day after you have taken the loan and the 30th day after you have purchased fuel on credit and can be ended at any point by paying back the Loan Amount;

- 2.1.7. "Fuel Limit" refers to the maximum amount of Fuel that you can purchase on credit under the Songa na OYE program;
- 2.1.8. "Fuel Transaction" refers to an entire cycle of interaction with Songa na OYE beginning with a request for purchase of fuel on credit and ending with full payment of the Loan Amount;
- 2.1.9. "Loan Amount" refers to the total amount of fuel purchases by a Driver on credit;
- 2.1.10. "Loan Period" refers to the period of time during which a Driver should pay back his loan to avoid defaulting;
- 2.1.11. "Marshall" refers to agents stationed at partner fuel stations responsible for enrolling Boda Boda riders into Songa na OYE.
- 2.1.12. "Owing Amount" refers to the amount of money you owe currently owe OYE and will be the difference between the Loan Amount and the amount of money you have paid for a particular Fuel Transaction;
- 2.1.13. "Partner Petrol Station" refers to a petrol station that OYE has established a partnership with allowing Drivers to access Songa na OYE credit transactions.
- 2.1.14. "Principal" refers to the amount of money loaned to a Driver through credit purchases for fuel from a Partner Petrol Station.
- 2.1.15. "Repayment Amount" refers to the total amount of money owed by you to OYE and includes the Principal, the Access Fee, interest on the Principal, and any penalties charged to the you.
- 2.1.16. "Services" encompass all features and functionalities offered within the Songa na OYE program.
- 2.1.17. "the Songa App" refers to a mobile phone application or USSD service which you can use to access Songa na OYE services allowing you to participate in a complete Fuel Transaction, access your records for previous Fuel Transactions, and perform other functionalities;

2.2. In these Terms and Conditions, the following rules of interpretation shall apply:

- 2.2.1. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.2.2. Headings in these Terms are for convenience purposes only and they do not affect the interpretation of these Terms.
- 2.2.3. The words include or including (or any similar term) are not to be construed as implying any limitation and general words introduced by the word other (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.

2.2.4. Statutory provisions or enactments shall, unless the context otherwise requires, include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision or enactment (whether before or after the date of these Terms) and to any regulation, instrument or order or other subordinate legislation made under such provision or enactment unless any such change imposes upon any Party any liabilities or obligations which are more onerous than as at the date of this Agreement.

3. Acceptance of Terms and Conditions

- 3.1. By participating in Songa na OYE you agree to abide by these terms and conditions.
- 3.2. The Terms and Conditions are available for your perusal and record upon request from any Marshall or through request to the Customer Care Line +254 111 969696.
- 3.3. A link to the Terms and Conditions will be sent to you via your registered telephone number once you express interest in participating and provide your telephone contacts to us. You shall also be informed of any update to the Terms and Conditions in the same way.
- 3.4. All personal data provided by you to OYE will be processed in line with our Privacy Notice and Data Protection Policy which can be accessed here.
- 3.5. Participation in Songa na OYE will affect your OYE Loyalty App profile and by accepting these terms and conditions you also allow OYE to make decisions in regards to your OYE App profile based on your actions using the Songa App.

4. Participation

In order to participate in Songa na OYE you:

- 4.1. must be over 18 years, in possession of a Motorcycle registered with the National Transport and Safety Authority with a valid license number;
- 4.2. make a commitment to abide by all Applicable Laws;
- 4.3. agree to abide by our Terms and Conditions;
- 4.4. shall endeavour to familiarise yourself with our Privacy Policy and our legal bases for collecting your personal data;
- 4.5. must be enrolled to OYE's loyalty points program and have purchased fifty litres of petrol from our partner petrol stations for at least three (3) months to qualify;
- 4.6. must provide necessary identification and contact information which includes your Name, National Identity Card Number, Telephone Number, Motorcycle Registration Number, details of transaction history, a credit reference bureau check must additionally be run on you.
- 4.7. must meet our minimum credit scoring and financial wellness criteria as it is necessary to ensure that taking credit from us doesn't negatively impact your financial position.

- 4.8. acknowledge that participation is voluntary and open to all Boda Boda Drivers who meet the laid out criteria.
- 4.9. Allow decisions in relations to your OYE Loyalty Points App profile, promotions run by OYE and prizes given by OYE to be made based partly on your actions through your Songa App profile.
- 4.10. acknowledge that participation in Songa na OYE is personal to you and no benefits open to you as a result of your participation be transferred to any other person.

5. Songa Na OYE Product Flow

- 5.1. Songa na OYE offers you a loan product that enables you to fuel now and pay later.
- 5.2. In order to use Songa na OYE you must accept these terms and conditions.
- 5.3. You will then provide various Know Your Customer documents that will be used to ascertain your identity and perform credit scoring on you.
- 5.4. After providing the documentation required by us you will be informed of the Fuel Limit that you have been approved to access through Songa na OYE.
- 5.5. Upon approval you will sign yourself up to Songa na OYE through USSD (*693#), a process that will include the selection of a verification PIN which allows you to verify your identity.
- 5.6. We will inform you of which petrol stations you will be able to access fuel on credit from.
- 5.7. In order to access the fuel on credit you will visit a Partner Petrol Station and inform the fuel attendant that you intend to use Songa na OYE to fuel your Motor Bike
- 5.8. Songa na OYE will be accessed through the USSD function on your telephone. This will allow you to choose your petrol station, input the amount of fuel you wish to purchase, and confirm particulars through entering the verification PIN.
- 5.9. Upon inputting all details the Partner Petrol Station will be informed that you have purchased the amount of fuel you have requested for, a confirmation SMS will also be sent to you.
- 5.10. Your confirmation SMS will contain details of your Repayment Amount being the sum of your Loan Amount, loan interest, access fee, and any government fees and taxes attracted by the Fuel Transaction
- 5.11. You may make repayments through the OYE USSD.
The entire payment is due within five (5) days of purchasing fuel on credit.

6. Loan Terms

- 6.1. Songa na OYE provides access to short term credit facilities specifically through the purchase of fuel on credit.
- 6.2. Our Loan Amounts will run from Kenya Shillings Eight Hundred only (Kshs.800/-) to Kenya Shillings Two Thousand Five Hundred (Kshs.2,500/-) only and accessed as per our Product Flow laid out above.

- 6.3. An Access Fee of will be charged for every fuel purchase through Songa na OYE as laid out in schedule 1 to these terms and conditions.
- 6.4. The Access Fee will be repaid by the Driver after receipt of the Loan and will not attract any interest.
- 6.5. The Loan Period for every credit purchase will be five (5) days
- 6.6. The interest on every credit purchase for amounts below Kenya Shillings One Thousand Nine Hundred and Ninety Nine only (Kshs.1,999/-) will be 2.5% per day while the Interest for every loan between Kenya Shillings Two Thousand (Kshs.2,000/-) and Kenya Shillings Two Thousand Five Hundred only (Kshs.2,500/-) will be 2% per day. This interest will accrue daily.
- 6.7. Any payments made towards the Loan Amount will be assigned in the following order of precedence:
- 6.7.1. Payments towards Access Fee;
- 6.7.2. Payments towards any other fees that may arise;
- 6.7.3. Payments towards interest on the Principal; and
- 6.7.4. Payments on the Principal.
- 6.8. At the end of the Loan Period if you have not paid back the Loan Amount:
- 6.8.1. you will be considered in default and you will be charged a variable default/ extension fee between Kenya Shillings Ten only (Kshs 10/-) to Fifty only (Kshs.50/-) as below:

Loan Range	Extension Fee	Terms (Days)
1,000	10.00	5
1,001 to 1,500	15.00	5
1,501 to 1,999	25.00	5
2,000 to 2,500	50.00	5

- 6.8.2. a default interest rate equal to the daily interest rate will be charged on each day;
- 6.8.3. If you do not pay back the loan within the subsequent five-day period a further variable default fee of between Kenya Shillings Ten only (Kshs 10/-) to Fifty only (Kshs.50/-) will be applied to your loan and the default interest will be charged on your loan each day this default fee will be charged on your loan every five (5) days until repayment or until you have been in default for twenty-five days.
- 6.9. You will have thirty days to pay back the Loan Amount from the date of default.
- 6.10. If you have not settled your debt to OYE by the end of the Default Period you may be open to actions of default which include:
- 6.10.1. Reporting of your failure to make payments under Songa na OYE to credit reference bureaus;
- 6.10.2. Engaging debt collectors, at your own cost, to recover the sums from you;

- 6.10.3. the loss of access to any benefits available to OYE Customers this includes freezing of awarding of any OYE loyalty points and ineligibility for any offers, prizes, or promotions run by OYE.
- 6.10.4. Liability for expenses incurred in recovering the Loan Amount from you.

7. Account Management

- 7.1. You may be required to show proof of identification at the point of purchasing fuel using Songa na OYE
 - 7.2. You may check your loan balance and access other account information through the OYE USSD code (*693#).
 - 7.3. OYE reserves the right to monitor account activity for fraudulent behaviour.
 - 7.4. OYE reserves the right to discontinue your account if there is any unauthorized use of Songa na OYE, including where OYE has a reasonable belief of any:
 - 7.4.1. Any fraud, or attempted fraud, or non-compliance with these Terms and Conditions.
 - 7.4.2. Abuse or attempted abuse of Songa na OYE.
 - 7.4.3. Breach or attempted breach of the Terms and Conditions; or
 - 7.4.4. Behaviour relating to Songa na OYE that involves theft, misconduct, abusive or offensive behaviour supplying false or misleading information.
- OYE Kenya reserves the right to take legal action against any client who abuses their account in this way.

8. Dispute Resolution

In the event of any dispute in relation to your account or its use kindly follow the following procedure:

- 8.1. Report the issue to a Marshall at one of our petrol stations;
- 8.2. If the issue remains unresolved for a period of three (3) business days or if the issue involves a Marshall inform us through our customer care line 0111 969696.
- 8.3. Note that in order to receive service on our Customer Care line you may be required to validate your identity by answering questions related to your identity documents or transactions recorded on the OYE App.

9. Amendments

- 9.1. OYE reserves the right to modify these Terms at any time subject to approval by any regulatory authority.
- 9.2. Continued use of Songa na OYE constitutes acceptance of any revised Terms.

10. Governing Law

These Terms are governed by the laws of the Republic of Kenya.

11. Miscellaneous

- 11.1. In the event that individual provisions of these Terms shall be or become invalid or for any reason unenforceable, all other terms and conditions shall remain in full force and effect.
- 11.2. No waiver by OYE of any breach, failure or default in performance by you, and no failure, refusal or neglect by OYE to exercise any right hereunder or to insist upon strict compliance with or performance of your obligations under these Terms and Conditions shall constitute a waiver of the provisions of these Terms and Conditions and OYE may at any time require strict compliance with the provisions of these Terms and Conditions.
- 11.3. OYE may assign its rights and duties under these Terms to any party at any time without any notice to you. You may not assign these Terms to anyone.
- 11.4. The Terms and Conditions as recorded here only apply to the OYE Songa App Program, in order to participate in any of our other programs you will be required to abide by the Terms and Conditions related to that Program.
- 11.5. You agree to comply with all applicable laws and regulations while participating in Songa na OYE.

The current version of these terms and conditions was issued on the 30th day of June, 2025

Schedule of Fees:

Songa na Oye - Product List				
Loan Amount	1,000	1,500	2,000	2,500
Daily Interest Rate	2.5%	2.5%	2.0%	2.0%
Loan Terms (Days)	1	1	5	5
Access Fee	36.0	52.0	70.0	80.0

Loan Range	Access Fee	Loan Period
1,000	36.00	5 days
1,001 to 1,500	52.00	5 days
1,501 to 2,000	70.00	5 days
2,001 to 2,500	80.00	5 days