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FLEXI GROWTH FINANCIAL SERVICES TERMS & CONDITIONS OF USE

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Glossary

1. Introduction

Welcome to Flexi Growth Financial Services (“Flexi Growth”, “we”, “our”, or “us”).

These Terms and Conditions govern your access to and use of Flexi Growth’s website, online platforms, CRM systems, WhatsApp channels, field-agent facilitated applications, and all services and products offered by Flexi Growth.

By accessing our platforms, submitting an application, or entering into any agreement with Flexi Growth, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

2. Nature of Services

Flexi Growth is a **developmental credit provider** offering **business and productive-use credit** to entrepreneurs, micro-enterprises, and small businesses in South Africa.

Our services include:

- Working capital and business growth loans
- Purchase Order (PO) funding
- Asset acquisition and equipment finance
- Compliance-linked business support and post-disbursement engagement

Flexi Growth is **not a bank**. All credit products are advanced strictly for **business and income-generating purposes** and are governed by South African credit, data protection, and financial sector laws.

3. Eligibility

To access Flexi Growth services, you must:

- Be at least 18 years old
- Be a South African citizen, permanent resident, or legally operating business
- Operate a business or income-generating activity
- Provide valid identification and business documentation
- Consent to credit checks, verification, and compliance assessments
- Meet affordability and risk criteria as determined by Flexi Growth

Flexi Growth reserves the right to decline any application that does not meet its lending or compliance criteria.

4. Loan Application & Approval

4.1 Applications may be submitted via:

- The Flexi Growth website or CRM platform
- WhatsApp-assisted applications
- Registered Flexi Growth agents or partners

4.2 All applications are subject to:

- Credit and affordability assessment
 - Business verification and documentation review
 - Risk profiling and internal approval processes
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4.3 Approval is **not guaranteed** and remains at the sole discretion of Flexi Growth.

4.4 Approved applicants must sign a **Loan Agreement** before any funds are disbursed.

4.5 Disbursement timelines are indicative only and subject to completion of all compliance requirements.

5. Loan Disbursement & Repayment

5.1 Funds are disbursed electronically only, either:

- To the borrower's verified business bank account, or
- Directly to suppliers or counterparties (where applicable)

5.2 Repayments must be made strictly in accordance with the agreed repayment schedule.

5.3 Repayment methods include:

- Debit order
- EFT
- Contract-linked settlement (for PO funding)

5.4 Early settlement may be permitted in accordance with the Loan Agreement.

5.5 Late or missed payments may result in:

- Penalty interest or fees (where applicable)
- Suspension of access to future funding
- Collection or legal enforcement processes

6. Fees, Interest & Charges

6.1 All fees, interest, and charges are:

- Fully disclosed in the Loan Agreement
- Structured in line with NCR-approved developmental credit thresholds

6.2 Flexi Growth does not apply hidden or unauthorised charges.

6.3 Optional services (e.g. insurance, training extensions) are charged only where agreed.

7. Use of Funds

7.1 Loan proceeds must be used **strictly for business and productive purposes** as stated in the application.

7.2 Flexi Growth may monitor the use of funds.

7.3 Misuse of funds, misrepresentation, or fraudulent use may result in:

- Immediate termination of services
- Acceleration of repayment obligations
- Legal or regulatory reporting

8. Integration with Business Support Services

As part of Flexi Growth's **developmental and compliance-linked lending model**, approved clients may be required to engage with:

- **Growth Vista Consulting** – financial management, bookkeeping, or compliance support
- **Growth Hub / Bamboo Institute** – training, mentorship, or capacity-building programmes

Participation is intended to:

- Improve business sustainability
 - Strengthen repayment capacity
 - Enhance future funding readiness
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9. Client Responsibilities

Clients agree to:

- Provide accurate, complete, and truthful information
 - Notify Flexi Growth of any changes in business, banking, or contact details
 - Maintain records relating to funded activities
 - Communicate proactively regarding repayment challenges
 - Comply with all agreements, policies, and legal requirements
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10. Default & Recovery

10.1 A client will be in default if they fail to meet repayment obligations.

10.2 Flexi Growth applies a **graduated recovery approach**, which may include:

- Early engagement and reminders
- Restructuring where justified
- Formal demand
- Engagement of registered debt collectors
- Legal enforcement or asset recovery (where applicable)

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10.3 Default information may be reported to credit bureaus in accordance with the law.

11. Data Protection & Privacy

All personal and business information is processed in accordance with:

- The **Protection of Personal Information Act (POPIA)**
- Flexi Growth's **Privacy Policy**

By engaging with Flexi Growth, you consent to the lawful processing of your data for legitimate business and regulatory purposes.

12. Communication & Electronic Consent

Clients consent to receiving communications via:

- Email
- SMS
- WhatsApp
- Telephone
- CRM notifications

Electronic delivery of agreements, notices, and statements is legally binding.

13. Intellectual Property

All intellectual property, including trademarks, content, systems, and materials, belongs to Flexi Growth or its licensors.

No content may be reproduced, distributed, or used without prior written consent.

14. Limitation of Liability

Flexi Growth shall not be liable for:

- Business losses, lost profits, or indirect or consequential damages
- Losses arising from inaccurate information provided by clients
- System outages or third-party service failures

Total liability shall not exceed the amount advanced under the relevant Loan Agreement.

15. Suspension & Termination

Flexi Growth may suspend or terminate services if:

- These Terms or a Loan Agreement are breached
- Fraud or misrepresentation is detected
- Regulatory or compliance risks arise

Termination does not extinguish outstanding repayment obligations.

16. Amendments

Flexi Growth may amend these Terms from time to time. Updated versions will be published on the website. Continued use of services constitutes acceptance of the revised Terms.

17. Governing Law

These Terms and all related agreements are governed by the laws of the **Republic of South Africa**.

18. Contact Information

Flexi Growth Financial Services

Email: [Insert Email Address]

WhatsApp: [Insert Number]

Physical Address: [Insert Address]

Compliance & POPIA Officer: [Insert Name]

Website: <https://flexigrowth.vercel.app>

19. Approval

These Terms and Conditions form part of the **Flexi Growth Policy Framework** and apply to all platforms, services, and credit agreements.

DOCUMENT CONTROL

Item	Detail
Policy Owner	Credit & Compliance
Applies To	Website, CRM, Loan Agreements
Credit Type	Developmental Credit (Business / Juristic)
Excludes	Consumer / Personal Credit