AFK

TERMS AND CONDITIONS OF USE

AFK Mobile Application

1. Introduction and Acceptance

These Terms and Conditions of Use ("Terms") constitute a legally binding agreement between you ("User", "you", "your") and AFK ("AFK", "we", "us", "our"), a microfinance institution registered and operating in the Republic of Kosovo, governing your access to and use of the AFK mobile application (the "App") available on iOS and Android.

By downloading, installing, accessing, or using the App, you confirm that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy, which is incorporated by reference. If you do not agree to these Terms, you must not download, access, or use the App.

These Terms are published at [afkonline.org/app-terms] (the "Web Page") and are linked directly from within the App. We may update the Terms from time to time as described in Section 15; the version on the Web Page always governs.

2. Definitions

- "Account" means the user profile or credentials that allow you to access App features, and/or your underlying loan or savings account with AFK, as context requires.
- "Services" means the features made available through the App, including but not limited to account information, loan status and statements, notifications, in-app communication, and any transaction features AFK enables from time to time.
- "Content" means all text, data, graphics, and other material available through the App.
- "Personal Data" has the meaning given in applicable Kosovo data protection law.

3. Eligibility

1. You must be at least 18 years old and have full legal capacity to enter into binding contracts under the laws of Kosovo.
2. You must be an existing or prospective client of AFK, or otherwise authorized by AFK to use the App.
3. You are responsible for ensuring that your use of the App complies with all laws applicable to you, including where you access the App from outside Kosovo.
4. AFK may, at its discretion, refuse, suspend, or condition access to the App for any applicant who does not meet AFK's client due-diligence, Know-Your-Customer (KYC), or anti-money-laundering (AML) requirements.

4. Registration, Identity Verification, and Account Security

4.1 Registration

To use certain features, you must register using accurate, current, and complete information, and may be required to verify your identity in line with AFK's KYC/AML obligations, which may include document upload, biometric or OTP verification, or in-branch confirmation.

4.2 Credentials

You are responsible for maintaining the confidentiality of your login credentials, PIN, biometric access, or any other authentication method tied to your Account, and for all activity that occurs under your Account. You must notify AFK immediately at [support contact] if you suspect unauthorized access or use of your Account or device.

4.3 Accuracy

You agree to keep your registration and profile information accurate and up to date. AFK is not liable for losses arising from outdated or inaccurate information you have provided.

5. Description of Services

Subject to these Terms, AFK grants you a limited, non-exclusive, non-transferable, revocable license to use the App on a compatible personal device solely to access the Services for your own personal, non-commercial use in connection with your relationship with AFK. Depending on the version of the App made available to you, Services may include:

- Viewing loan, savings, or account balances and statements;
- Viewing repayment schedules, due dates, and payment history;
- Submitting loan or product applications and supporting documents;
- Receiving notifications, alerts, and communications from AFK;
- Contacting AFK customer service through in-app channels;
- Other functionality AFK may introduce, modify, or discontinue from time to time.

AFK does not guarantee that any specific feature will remain available, and may add, change, or remove features at its discretion, with or without notice, subject to Section 15.

6. Fees and Charges

Use of the App itself is provided free of charge, except for data charges imposed by your mobile network operator, for which you are solely responsible. Fees, interest, and charges relating to your underlying AFK loan, savings, or other financial products are governed by the separate loan or product agreement you have signed with AFK, and by AFK's published tariff, not by these Terms. In the event of any conflict between these Terms and your signed loan agreement regarding financial terms, the signed loan agreement prevails.

7. User Obligations and Acceptable Use

When using the App, you agree that you will not:

- Provide false, misleading, or fraudulent information, or impersonate another person;
- Use the App for any unlawful purpose, including money laundering, terrorist financing, or fraud;
- Attempt to gain unauthorized access to AFK's systems, other users' accounts, or any non-public areas of the App;
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the App, except as permitted by mandatory law;
- Introduce viruses, malware, or other harmful code, or interfere with the App's normal operation;
- Use automated means (bots, scrapers) to access or interact with the App without AFK's prior written consent;
- Copy, modify, distribute, sell, lease, or sublicense the App or any part of it;
- Remove or alter any proprietary notices on the App.

Violation of this Section may result in immediate suspension or termination of your Account and access to the App, and may be reported to competent authorities where required by law.

8. Third-Party Services, Links, and App Stores

The App may contain links to third-party websites or integrate third-party services (e.g., payment processors, mapping, analytics, or push-notification providers). AFK does not control and is not responsible for the content, availability, or practices of third parties. Your use of any third-party service is governed by that party's own terms and privacy policy.

Your download and use of the App is also subject to the terms of the applicable app store (Apple App Store or Google Play Store) through which you obtained it. In case of conflict between those store terms and these Terms regarding matters solely between you and the store operator, the store's terms apply to that specific matter.

9. Data Protection and Privacy

AFK processes your Personal Data in accordance with the Law on Protection of Personal Data of Kosovo and AFK's Privacy Policy, available at [afkonline.org/privacy-policy]. By using the App, you acknowledge that your Personal Data — including identification, financial, and device/usage data — will be collected, processed, and stored as described in that Privacy Policy, including for KYC/AML compliance, credit assessment, service delivery, and legally required reporting to the Central Bank of the Republic of Kosovo (CBK) and other authorities.

Where a specific processing activity requires your consent under applicable law, that consent will be requested separately within the App.

10. Intellectual Property

The App, including its design, software, trademarks, logos, and all Content (excluding data that belongs to you), is the property of AFK or its licensors and is protected by applicable intellectual property laws. Nothing in these Terms transfers any ownership rights to you. All rights not expressly granted are reserved.

11. Availability, Disclaimers, and Limitation of Liability

11.1 Availability

AFK will use reasonable efforts to keep the App available and operating correctly, but does not guarantee uninterrupted, error-free, or secure operation. The App may be unavailable during maintenance, upgrades, or due to circumstances beyond AFK's reasonable control.

11.2 Disclaimer

To the maximum extent permitted by applicable law, the App and Services are provided "as is" and "as available", without warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Nothing in this Section limits or excludes any liability that cannot be limited or excluded under mandatory Kosovo law, including in relation to fraud or willful misconduct.

11.3 Limitation of Liability

To the maximum extent permitted by law, AFK shall not be liable for indirect, incidental, special, or consequential damages arising from your use of, or inability to use, the App, including loss of data, loss of profits, or business interruption, except where such loss results from AFK's gross negligence or willful misconduct, or where liability cannot be excluded under mandatory law.

12. Indemnification

You agree to indemnify and hold AFK, its directors, employees, and agents harmless from any claims, damages, liabilities, and expenses (including reasonable legal fees) arising out of your breach of these Terms, your misuse of the App, or your violation of any law or third-party right.

13. Suspension and Termination

AFK may suspend or terminate your access to the App, in whole or in part, at any time, with or without notice, if: (a) you breach these Terms; (b) required by law, regulation, or a competent authority; (c) AFK reasonably suspects fraudulent, unlawful, or abusive activity; or (d) AFK discontinues the App or the relevant Service. Termination of App access does not by itself terminate your separate loan or product agreement with AFK, which continues to be governed by its own terms until formally closed or repaid.

You may stop using the App and delete it from your device at any time. This does not release you from any outstanding obligations under your loan or product agreement with AFK.

14. Force Majeure

AFK shall not be liable for any failure or delay in performance under these Terms resulting from causes beyond its reasonable control, including natural disasters, war, civil unrest, acts of government, power or telecommunications failures, or cyberattacks.

15. Changes to These Terms

AFK may revise these Terms from time to time to reflect changes in the App, our Services, applicable law, or regulatory requirements. The current version will always be published on the Web Page and linked from within the App, together with the effective date of the latest revision.

- For minor or non-material changes, the updated Terms take effect upon publication on the Web Page.
- For material changes affecting your rights or obligations, AFK will provide reasonable advance notice (e.g., in-app notification, push notification, or email) before the changes take effect.

Your continued use of the App after the effective date of updated Terms constitutes acceptance of those changes. If you do not agree, you must stop using the App.

16. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of Kosovo, without regard to conflict-of-law principles. Any dispute arising out of or relating to these Terms or your use of the App shall first be addressed through AFK's internal complaints-handling procedure. Unresolved disputes shall be subject to the exclusive jurisdiction of the competent courts of Kosovo, and, where applicable, may also be referred to the Central Bank of the Republic of Kosovo's financial consumer complaint mechanisms.

17. Severability and Entire Agreement

If any provision of these Terms is found invalid or unenforceable by a competent court, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect. These Terms, together with the Privacy Policy and any signed loan or product agreement, constitute the entire agreement between you and AFK regarding your use of the App, and supersede any prior understandings regarding the App specifically.

18. Contact Us

If you have questions about these Terms, please contact AFK at:

- Website: www.afkonline.org
- Email: info@afkonline.org
- Phone: 048424242
- Address: Lidhja e Prizrenit, nr.20, Peje, Kosove