

PAYFLEX TERMS & CONDITIONS

Version: 1.0

Owned by: Globafin Microfinance Ltd

Technology Partner: Resolut Business Solutions Ltd

Last Updated: 17th November 2025

These Terms and Conditions (“Terms”) govern your use of the Payflex salary advance and personal loan service (“the Platform”). By accessing or using Payflex, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms.

1. Purpose and Scope

These Terms & Conditions (“Terms”) govern the use of the Payflex Platform (“the Platform”), which provides salary advance loans, personal loans, and payroll-linked financial services to employees of registered partner companies.

These Terms outline the obligations of Employees, Employers, Globafin Microfinance Ltd, and Resolut Business Solutions Ltd, and establish the rules, authorizations, repayment processes, fees, and compliance requirements governing all Payflex transactions.

These Terms apply to:

- All employees using Payflex
- All companies enrolled on Payflex
- All loan products offered through the Payflex Platform

By using Payflex, you agree to these Terms in full.

2. Definitions

- **“Payflex”** – The salary advance and personal loan service operated by Globafin Microfinance Ltd.
- **“Employee” / “User”** – An individual employed by a partnering company and approved to use Payflex.
- **“Employer” / “Company”** – An organization registered on Payflex for payroll-linked loan deductions.
- **“Salary Advance Loan”** – A short-term loan taken against the employee’s current month salary.
- **“Personal Loan”** – A longer-term loan requiring Payflex approval.
- **“Repayment Sheet”** – A monthly schedule submitted by employers for payroll deductions.

3. Eligibility

To use Payflex, you must:

1. Be an active employee of a registered Payflex partner company.
2. Be a confirmed staff member (unless expressly waived).
3. Have no outstanding unpaid or defaulted loans.
4. Have an active salary account and accurate payroll records.
5. Successfully complete Ghana Card KYC verification.

Employees with existing defaults (from current or previous companies) must settle all outstanding amounts before accessing new loans.

4. Loan Types

4.1 Salary Advance Loan

- Short-term loan against current month salary.
- Available from the **1st of each month** until:
 - Payroll is run, **or**
 - The **27th of the month**, whichever comes first.

4.2 Personal Loan

- Up to **3× net salary**, capped at **GHS 20,000**.
- Maximum repayment period: **12 months**.
- Requires explicit approval by Payflex.

Employees may take both salary advance and personal loans, provided total monthly instalments do **not exceed 50%** of net salary.

5. Loan Limits

- Employees may borrow up to **50% of net salary** for salary advance loans, up to **GHS 20,000**.
- Loans accrue daily interest up to the maximum percentage agreed with the company.
- The system prevents additional personal loan requests while an existing one is being processed.

6. Loan Interest & Fees

All loans attract:

1. **1% fixed fee** on disbursement.
2. **5 days of accrued daily interest**, charged upfront.
3. **Daily interest** continues after the first 5 days until repayment.
4. After partial repayment, interest is recalculated on the outstanding balance.

Fee Type	Rate/Description
Fixed Fee	1% on every loan disbursement
Initial Interest	5 days accrued interest charged upfront
Daily Interest	Charged daily after first 5 days until repayment
Personal Loan Tenor	Up to 12 months
Penalty for Default	5% weekly unless waived
Maximum Loan	GHS 20,000
Early Repayment	Allowed at any time

Partial repayments pay **interest first**, then principal.

7. Employer Responsibilities

Employers agree to:

1. Provide accurate employee data (salary, status, deductions).
2. Deduct total loan repayments from employee salaries.
3. Remit repayments to GlobaFin by the 5th of every month.
4. Update Payflex when an employee resigns, is terminated, or becomes inactive.
5. Deduct outstanding loans from Provident Funds or terminal benefits when employees exit.
6. Upload repayment sheets on time for Payflex approval.
7. Maintain proper payroll records to support loan recovery.

Failure by an employer to remit repayments may result in suspension of their company account.

8. Repayment Rules

1. Salary advance loans are automatically deducted from the employee's salary.
2. Employees may repay **partial or full** balances via the app at any time.
3. All monthly repayments are **due by the 5th of the next month**.
4. Personal loans must be fully repaid within **12 months**.
5. Total monthly instalments cannot exceed **50%** of salary.
6. If payroll deduction fails, loans may be classified as late or in default.

9. Salary Deduction Authorization (Mandatory)

By using Payflex, you **irrevocably authorize your Employer** to:

1. Deduct the **full loan repayment**, including principal, interest, fees, and penalties, directly from your salary.
2. Remit the deducted repayment amount to Globafin Microfinance Ltd.

This authorization applies to **all** current and future loans taken through Payflex.

10. Provident Fund / Terminal Benefits Deduction

If you resign, are terminated, or leave employment for any reason, you **irrevocably authorize** your Employer to:

1. Deduct the outstanding balance from your **Provident Fund, final salary, gratuity, or any terminal benefits**.
2. Transfer the deducted amount to Globafin until the loan is fully repaid.

This authorization **survives termination of employment**.

11. Default Management

You are considered in default if:

- You fail to repay loans by payroll cycle or the 5th of the next month, OR
- You have **3 non-payment cycles accumulating 10 days**.

Default consequences include:



- Weekly penalty of **5%**, unless otherwise agreed.
- Suspension from Payflex services.
- Recovery from Provident Fund or terminal benefits.
- Recovery actions by Globafin.

Employees with prior company defaults must settle balances before using Payflex again.

12. Operational Controls

- System prevents duplicate or conflicting personal loan requests.
- Employees can view full loan history and charges.
- HR must upload repayment files by the **5th of each month** for Payflex approval.
- Employee salary details must be accurate and updated before loans are approved.

13. Data Protection & Privacy

Payflex complies with the **Data Protection Act, 2012 (Act 843)**.

Your data may be shared with:

- Your Employer (for payroll and loan management).
- Regulatory authorities when required by law.
- The Technology Partner for system support.

Your data will never be sold or misused.

14. AML/CFT Compliance

Under the **Anti-Money Laundering Act, 2020 (Act 1044)**:

- All transactions are monitored.
- Suspicious activity will be reported to the Financial Intelligence Centre (FIC).
- Payflex may freeze or suspend accounts where required.

15. Limitation of Liability





Agona Swedru
Within Crockers Building
On the Oda Road

0332020509 | 0577699963
www.globafinmicrofinance.com
info@globafinmicrofinance.com

Payflex is not liable for:

- Payroll delays or incorrect employer deductions.
- Banking delays or network failures.
- Losses from user negligence, password sharing, or unauthorized access.
- Service interruptions due to scheduled maintenance.

16. Governing Law & Dispute Resolution

These Terms are governed by the **Laws of the Republic of Ghana.**

Any dispute shall be resolved through **arbitration in accordance with the Alternative Dispute Resolution Act, 2010 (Act 798).**

The arbitration decision shall be final and binding.

17. Amendments

Payflex may update these Terms at any time. Continued use of the platform constitutes acceptance of the updated Terms.

18. Acceptance

By creating a Payflex account or using Payflex services, you confirm that:

- ✓ You have read and understood these Terms and Conditions.
- ✓ You agree to all loan, repayment, and deduction rules.
- ✓ You authorize salary and provident fund deductions as required.

