

## **GENERAL TERMS AND CONDITIONS (“T&Cs”)**

The T&Cs shall apply to the Loan Agreement, the Promissory Note, the Disclosure Statement, the Sub-Product Agreement, the Privacy Notice, and all other agreements or documents (collectively and together with the T&Cs, the “**Loan Documents**”) executed by the Borrower (as defined in the Loan Agreement) and **Warm Cash Lending Corp.** (the “Lender”).

Unless indicated otherwise, defined terms shall have the same meaning as in the Loan Agreement.

### **I. Registration**

The Lender may require each Borrower to have a unique username/login and password combination in order to access and use certain features or functions of the Platform and may also, from time to time, provide them with additional codes or passwords necessary to access and use certain features or functions of the Platform.

As part of the registration process for the feature or function, the Borrower will choose a username and password; otherwise, the Platform may assign an initial password which the Borrower can thereafter change. The username and password shall be personal to the Borrower and must not be shared to others for the purpose of using the Borrower’s username or password under any circumstances.

The Lender shall not be liable for any harm caused or related, to the theft or misappropriation of the Borrower’s username or password, disclosure of the Borrower’s username or password, or the Borrower’s authorization of anyone else to use their username or password. The Borrower agrees to immediately notify the Lender if the Borrower becomes aware of or believe there is or may have been any unauthorized use of (or activity using) their username or password or any other need to deactivate their username or password due to security concerns.

The rights, obligations, and liabilities of the Lender with respect to its receipt, transfer, use, and/or disclosure of personal data shall be governed by the terms of the Privacy Notice.

### **II. Modification**

The Lender reserves the right, at any time and from time to time, to change the terms of these T&Cs, subject to applicable laws and regulatory requirements. The Lender shall exert best efforts to apprise the Borrower of these changes, such as by posting or displaying notices of material changes on the Platform or sending an electronic mail to the Borrower with regard to these changes.

### **III. Loan Agreement**

#### a. Loan Amount

The Borrower agrees to borrow from the Lender and the Lender agrees to lend to the Borrower the amount of loan agreed upon (the “**Loan Amount**”).

#### b. Loan Disbursement

The Borrower acknowledges that they are the account owner of the deposit account and/or virtual wallet to which the Loan Amount is disbursed.

#### c. Other Loans

The Borrower acknowledges that any unpaid balance on any other existing Promissory Notes that the Borrower may have with the Lender shall be deducted from the Loan Amount prior to the release of the loan. In this regard, the amount that the Borrower actually received from the Lender shall be the net proceeds of the Loan Amount having deducted the outstanding balance for the existing loans.

d. Acceptance

The Borrower acknowledges that the Loan Documents were duly provided to the Borrower for review and acceptance through the Platform. The Borrower acknowledges that the acceptance of the Loan Documents through the Platform constitutes an electronic signature under Republic Act No. 8792 or "The Electronic Commerce Act of 2000" and its Implementing Rules and Regulations, including its amendments.

e. Assignment and Transfer

Notwithstanding any other provisions of the Loan Documents, the Borrower acknowledges and accepts that the Lender, without notice and/or consent from the Borrower, either prior to or subsequent to such assignment, transfer, or creation of security, may at any time assign or transfer its rights and obligations under the Loan Documents to any third party. The Borrower accepts that they are not permitted to assign or transfer any of their rights or obligations under the Loan Documents without the prior written consent of the Lender.

f. Events of Default

Any and all of the following shall constitute default:

- (i) Failure by the Borrower to comply with or perform any of the terms and conditions of the Loan Documents;
- (ii) Failure of the Borrower to pay any amount due under the Loan Documents when the same becomes due and payable;
- (iii) Any information given, or representation or warranty made by the Borrower herein or otherwise in connection with the loan proves to be incorrect, false, or misleading as of the time it was made or deemed to have been made, whether or not Lender was in fact prejudiced by the same;
- (iv) Borrower voluntarily suspends or ceases his/her source of income, becomes insolvent, becomes unable to pay his/her debts when they become due, or commits or permits any act of bankruptcy or insolvency;
- (v) Any final judgment or decree for a substantial sum of money is entered against the Borrower by a court of competent jurisdiction, and such sum of money is not paid, discharged or fully bonded within ten (10) calendar days after the date the same becomes due;
- (vi) There shall have occurred a material change in the financial circumstances or condition of the Borrower reckoned from the approval of the Loan, which, in the reasonable opinion of Lender, would adversely affect the ability of Borrower to perform the obligations under the Loan Documents.

In case of Borrower's default, the Lender shall have the right, at its sole discretion, to consider any outstanding amount as immediately due and demandable, and require the Borrower to make full and immediate payment thereof.

The Lender shall be entitled to provide information on any payment default to third parties, including but not limited to collection agencies, for the purpose of collecting the loan and to the extent allowed under Philippine law.

#### **IV. Warranties**

By executing the Loan Documents, the Borrower hereby warrants to the Lender on a continuing basis (in addition to the warranties under the Loan Agreement) that:

- (i) All of the information, the required attachments, and the documents provided by the Borrower in the loan application and in the Loan Agreement are true, complete, correct, and accurate as of the date it was given, and that the signatures thereon, if any, are genuine, properly authorized, and obtained without the use of fraud coercion, or any other vice/s of consent;
- (ii) The Borrower is authorized to disclose all information pertaining to other individuals who have consented to the processing of such information for the purpose of verification, collection of the loan obligation, or for other purposes for which Borrower's consent has been sought and obtained as well as those stated in the Lender's Privacy Notice;
- (iii) The Loan Documents shall be legal, valid, binding, and enforceable against the Borrower;
- (iv) No event of default is existing or might reasonably be expected to result from the execution of the Loan Documents;
- (v) The Borrower shall immediately notify the Lender in writing of any potential or actual Event of Default as defined herein, or any fact or circumstance that may affect their ability to comply with any of their obligations and/or undertakings under the Loan Documents. The Borrower shall take steps to prevent or remedy such Event of Default or such fact or circumstance affecting his/her ability to comply; and
- (vi) The Borrower shall report any change in his personal information, including but not limited to his name, address, and contact details, within 30 days from such change.

#### **V. Liability for Breach**

The Borrower shall be liable for any loss or damage suffered by the Lender and/or its users as a result of:

- (i) The Borrower's breach of the Loan Documents or any other agreement that they may have entered into pursuant to the Platform's services;
- (ii) The Borrower's fraudulent use of the Platform; and
- (iii) The Borrower's provision of inaccurate, false, or fraudulent data.

Further, the Borrower shall indemnify the Lender against any cost, loss, or liability incurred as a result of any Event of Default; or any inquiry, investigation, litigation, or other legal process in connection with the transactions between the Lender and the Borrower under the Loan Documents.

#### **VI. Confidentiality**

The Borrower agrees to treat all confidential information obtained through the use of the Platform with the utmost confidentiality. The Borrower shall not disclose, disseminate, or

otherwise make available any confidential information to any third party without the prior written consent of the Lender. The Borrower and the Lender hereby agree to the following provisions on the collection and processing of information:

- (i) Borrower expressly consents to the collection, use, storage, disclosure, updating and processing (as these terms are defined under the applicable confidentiality and data privacy laws of the Philippines and other jurisdictions, as the same may be amended, revised or supplemented from time to time) by the Lender of any information provided by Borrower or by whatever source in relation to or in connection with this T&Cs or the Loan Agreement, including any information previously provided arising from a prior transaction with Lender. Borrower expressly allows the Lender to obtain and extract data from the Borrower-provided information (e.g., full name, mobile number, email, date of birth, gender, marital status, dependents, education, work history, address, ID information, emergency contacts, bank account, etc., - should the information be available), for the following purposes which include but are not limited to: verifying Borrower credit risk, analyzing and studying Borrower behavior, administering and enforcing Borrower's obligations (specifically collections) under this T&Cs or the Loan Agreement, marketing and advertising (e.g. raffle promotions, competition, etc.), engaging with customer service and the like.
- (ii) Borrower takes responsibility to be apprised of the terms and conditions concerning the collection, use, storage, and transfer of his/her personal information as set out in the Lender's Privacy Notice.
- (iii) Borrower expressly consents to the collection and processing of personal information about and/or relating to Borrower (including but not limited to acquiring Borrower mobile phone contact information, Borrower mobile phone history, etc.) and to the transfer of such information to third parties, including without limitation, any of the affiliates, subsidiaries, subcontractors, third party collection agencies of the Lender, credit bureaus, collection agencies, government agencies (including local government units, the Bureau of Internal Revenue, the Anti-Money Laundering Council and the Credit Information Corporation) as well as to the Lender's assignee in the event of a transfer of its business enterprise or a transfer or assignment of the Loan Documents.
- (iv) Borrower hereby consents to and authorizes the Lender, for the purpose of conducting its credit adjudication, credit billing and collection activities; (i) to obtain pertinent credit and personal information of Borrower from Borrower's employer, banks, credit card companies, and other financial institutions; and (ii) to process and acquire information about the Borrower from all relevant sources such as mobile phone, customer service, social media accounts, the Lender's third party contacts and Borrower's third party contacts.
- (v) Borrower hereby authorizes his/her employer, banks, credit card companies, and financial institutions mentioned in the immediately preceding paragraph, to release any and all information required by the Lender, such as, but not limited to, information required under RA No. 9160, as amended (Anti-Money Laundering Act of 2001), RA No. 7394 (Consumer Act of the Philippines), RA No. 9510 (Credit Information System Act), and other similar laws and regulations.
- (vi) Borrower hereby certifies that any information and document supplied by Borrower, or by any person authorized by Borrower, to the Lender in connection with the Loan Documents or any other agreement, shall, at the time they are provided, to be true, genuine and/or correct. If any information or document is untrue or inaccurate, the Lender can reject the application for a Loan or cancel its approval.
- (vii) Borrower guarantees that the emergency contacts he or she provided to the Lender as reference have consented to be qualified as Borrower's emergency contacts, and

that the Borrower has notified such emergency contacts that they may be contacted for the purposes of e.g., borrower verification, updating of Borrower's information and contact details, and marketing and customer service.

## **VII. Taxes, Costs and Expenses**

All payments under the Loan Documents due to the Lender, whether of principal, interest, fees, penalties or otherwise, shall be made without set-off or counterclaim, free and clear of, and without deduction or withholding for or on account of, any taxes, including documentary stamp tax, withholding tax and/or value-added tax, shall be for the account of the Borrower. If the Borrower shall be required by any law or regulation to make any deduction or withholding in respect of taxes from any payment hereunder, the sum payable by the Borrower shall be increased as will result in the receipt by the Lender, after such deduction or withholding, of the amount that would have been received if such deduction or withholding had not been required.

The Lender shall pay, on the account of the Borrower, all reasonable costs, charges and expenses incurred in connection with the execution of the Loan Documents and any other documentation required hereunder and/or any amendment hereto. The amount advanced by the Lender shall be recovered from the Borrower.

## **VIII. Miscellaneous Provisions**

- (i) Waiver. No single or partial exercise, or failure or delay in exercising any right, power or remedy by the Lender shall constitute a waiver of, or impair or preclude any further exercise of, that or any right, power or remedy arising under the Loan Documents or otherwise.
- (ii) Notices. In addition to the means and modes provided under the Loan Documents, all notices, demands, or other communications required or permitted to be given or made by the Lender to the Borrower hereunder shall be in writing and delivered personally or sent by prepaid registered post or by text message or by electronic mail. The Lender may make general announcements through its website, the Platform, its social media accounts and other authorized channels.
- (iii) Force Majeure. The Lender shall not be liable for any delay or failure in fulfilling its obligations under the Loan Documents due to Force Majeure. The Borrower shall be obliged to timely and completely fulfill all of its obligations under the Loan Documents even in cases of Force Majeure.
- (iv) Governing Law. This T&Cs and the Loan Documents shall be governed by the laws of the Republic of the Philippines.
- (v) Venue. Any dispute arising from the Loan Documents shall be brought exclusively in the court having jurisdiction over the principal office of the Lender.
- (vi) Severability. If any provision of this T&Cs or the Loan Documents is held to be invalid, illegal, or unenforceable under any applicable law or regulation, such invalidity, illegality, or unenforceability shall not affect any other provision of the T&Cs or the Loan Documents. The T&Cs or the Loan Documents shall be reformed, construed, and enforced to the fullest extent possible as if such invalid, illegal, or unenforceable provision had never been included.