

GENERAL TERMS AND CONDITIONS

1. **Loan Agreement.** The Loan Agreement consists of the Promissory Note, Disclosure Statement of Loan/ Credit Transaction, Amortization Schedule, this General Terms and Conditions, including all other agreements or documents executed by the Lender and/or the Borrower which shall govern the Borrower's loan with Digid Finance Corp. (the "Lender").
2. **Loan Disbursement.** The Borrower acknowledges that he/she is the account owner of the deposit account or virtual wallet to which the Loan Amount is disbursed.
3. **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 Loan release. 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.
4. **Loan Acceptance.** The Borrower acknowledges that the Promissory Note, Disclosure Statement of Loan/ Credit Transaction, Amortization Schedule, this General Terms and Conditions, including all other agreements or documents executed by the Lender and/or the Borrower (collectively, the "Loan Agreement") were duly provided to the Borrower for review and acceptance thru the Lender's online loan application portal (the "Application Portal"). Such Application portal may be proprietary to the Lender or provided by a third party in partnership with the Lender. The Borrower acknowledges that the acceptance of the Loan Agreement through the aforementioned Application Portal constitutes an electronic signature under Republic Act No. 8792 or "The Electronic Commerce Act of 2000" and its Implementing Rules and Regulations, and its amendments.
5. **Prepayment.** The Borrower reserves the right to prepay the unpaid outstanding balance of the Loan Amount at any time upon proper and timely advise to the Lender. The Borrower further agree that the Lender is not under any legal obligation to return the interest corresponding to the period from date of prepayment to the stipulated maturity date of the loan. Any prepayment made should not therefore affect the computation of the interest rate stipulated therein.
6. **Assignment and Transfer.** Notwithstanding any other provisions of the Loan Agreement, 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: (a) assign or transfer its rights and obligations under the Promissory Note to any third party; or (b) create security in or over any and all of its rights and obligations under the Promissory Note to any person and/or entity of the Lender's choosing. The Borrower accepts that he/she is not permitted to assign or transfer any of his/her rights or obligations under the Loan Agreement without the prior written consent of the Lender.
7. **Borrower's Representations, Warranties & Undertakings.** The Borrower hereby represents and warrants to the Lender on a continuing basis that:
 - a) The information provided by the Borrower in his/her loan application and in the Loan Agreement are true, complete, correct, and accurate as of the date it was given. For this purpose, the Borrower hereby authorizes the Lender to collect, use, process, disclose, exchange and store his/her personal information to facilitate the transaction contemplated by the Loan Agreement. For the Personal Information of other individuals provided by the Borrower, the Borrower represents and warrants that he/she is authorized to disclose and consent, on their behalf, to the processing of such Personal 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 Data Privacy Statement/ Policy of the Lender;
 - b) The Loan Transaction entered into by the Borrower and the obligations assumed by him/her in the Loan Agreement are legal, valid, binding, and enforceable against him/her;
 - c) No event of default is existing or might reasonably be expected to result from execution of the Loan Agreement;

- d) The Borrower has and maintains necessary tools, gadgets and equipment such as but not limited to computer, laptop, tablet, mobile phone, internet connection, etc. to enable him/her to view and access the Application Portal and the Loan Agreement and to perform an electronic signature on the Loan Agreement.
- e) The Borrower shall obtain and maintain in full force and effect any authorization, consent or approval required to enable him/her to perform his/her obligations under the Loan Agreement, and to ensure the legality, validity, enforceability or admissibility in evidence of said Loan Agreement;
- f) 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 his/her ability to comply with any of his/her obligations and/or undertakings under the Loan Agreement. The Borrower shall take steps to prevent or remedy such Event of Default or such fact or circumstance affecting his/her ability to comply;
- g) The Borrower shall report any change in his personal information, including but not limited to his name, address, and contact details, within three (3) days from such change.

8. Events of Default. Any and all of the following shall constitute default:

- a) Failure by the Borrower to comply with or perform any of the terms and conditions of the Loan Agreement;
- b) Failure of the Borrower to pay any amount due under the Loan Agreement when the same becomes due and payable;
- c) 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;
- d) 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;
- e) 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;
- f) 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 Agreement.

9. Consequences of Default. In case of Borrower's default:

- a) 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;
- b) The Lender shall have all the rights to the remedies provided in the Loan Agreement and in law for purposes of enforcing its claims against the Borrower.
- c) The Lender shall have the right and be entitled to debit from the bank/deposit account(s) of the Borrower to fully satisfy and settle the Borrower's loan obligation.

If the Borrower fails to pay the Total Outstanding Balance or any amounts due and payable under the Loan Agreement or as a result of continuous default of the Borrower, the amount thereof shall be debited from the bank/ deposit account(s) declared or provided by the Borrower to the Lender and/or listed by the Borrower in his/her loan application, without the necessity of a notice from the Lender. It is agreed that this Loan Agreement shall serve as a written authority for the Lender to debit, without notice, or demand, such Outstanding Balance or any amounts due arising from the Loan Agreement from the Borrower's bank/ deposit account(s) for the purpose aforementioned. The Lender shall not be held accountable for any liabilities, charges, costs, penalties, fees and expenses arising from or as a consequence of the debiting of the amount(s) in favor of the Lender. Should the Total Outstanding Balance or any amounts due and payable under the Loan Agreement exceed the amount debited from the Borrower's bank/ deposit account(s), such excess shall immediately become due and payable and the Borrower shall be liable to pay the same, without further notice or demand. The right of the Lender to debit from the Borrower's bank/ deposit account(s) shall continue until his/her loan obligation is fully settled.

d) 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. To the extent allowed under Philippine law, Borrower accepts to waive any notice or formality meant to enable the Lender to exercise its rights arising from the occurrence of an Event of Default. The failure or the delay to exercise any right, options, power or privilege hereunder shall not operate as a waiver of any right of the Lender to exercise the same hereunder, unless said waiver is given in writing by the Lender, and then only to the extent specifically set forth in said writing.

10. Penalty. Upon failure of the Borrower for any cause whatsoever to pay any of the payments when due (single or installment payment), the Borrower hereby acknowledges that the entire outstanding balance of the Loan Amount shall, without need of demand, immediately become due and demandable. Any and all unpaid and demandable installment payments shall be subject to penalty charges at the rate of 10% per month (0.33% per day) until fully paid. In the event of the Borrower's default, the Borrower shall pay the costs of collection of the Promissory Note, including reasonable attorney's fees in an amount not to exceed 50% of the amount due and payable, which sum shall in no case be less than Php 25,000.00. In the event of the Borrower's default, the Lender shall likewise be entitled to provide information to third parties, including but not limited to the Lender's duly accredited collection agencies and lawyers, for the purpose of collecting the defaulted loan. The Loan Agreement and/or the Loan transaction of the Borrower shall be governed by the laws of the Republic of the Philippines. All actions arising from or connected with this Loan Agreement and/or the Loan transaction shall be brought exclusively in the proper courts of Quezon City, Philippines.

11. Indemnity. 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 loan transaction between the Lender and the Borrower and/or the Loan Agreement.

12. Disclosure of Information.

a) The Borrower hereby expressly consents and permits the Lender to transfer and disclose to (i) the government authorities; (ii) any party/person proposing or considering to tender any payment towards or purchase the indebtedness under the Loan; (iii) its auditors, lawyers or any other debt collection agencies; (v) credit reporting agencies; (vi) insurance companies, agents, contractors or third party service providers who are involved in the provision of products and services to or by the Lender and the holding company, head office, other branches, subsidiaries, related companies of the Lender; or (vii) for provision of or cross selling of products and services, any information relating to the Borrower's affairs or account in respect of the Loan and the Loan Agreement or any Personal Information as defined in Republic Act No. 10173 or the Data Privacy Act of 2012 and its implementing rules and regulations, and at any time and to such extent as the Lender may at its absolute discretion deem expedient or necessary. The Borrower hereby agrees that the aforesaid information including the Personal Information of the Borrower may be used, processed, encrypted, transmitted and stored by the Lender and its holding company, head office, other branches, subsidiaries, related companies and/or may be exchanged to or with all such persons as the Lender considers necessary to the extent as permitted by Philippine laws. The aforesaid actions are without liability to the Borrower. The Borrower expressly consents to such actions and declares that no further consent from the Borrower is necessary or required in relation thereto.

b) The Lender is mandated to submit the Borrower's basic credit data (as defined in Republic Act No. 9510 and its Implementing Rules and Regulations), as well as any regular updates or corrections thereof, to the Credit Information Corporation (CIC) for consolidation and disclosure as may be authorized by the CIC, and other credit reporting agencies duly accredited by CIC, for the purpose of establishing the Borrower's creditworthiness.

c) In case the Borrower fails to pay fully or correctly or timely the loan obligation, in addition to debt recovery measures as specified herein/therein or in accordance with the Philippine laws, the Lender shall be entitled to provide information on such failure to third parties, including but not limited to collection agencies and lawyers for the purpose of collecting the loan obligation.

- d) The Borrower agrees that Lender, directly or through its Partners, may collect, retrieve, process, use and store his/her personal data such as name, age, photographs, fingerprints, other biometric data (e.g., facial recognition and voice recognition), mobile number/s, mobile phone usage data, employment details, income, financial data, financial profile, credit standing, loan payment history, and other information required in the application form for the purpose of reviewing and processing the Borrower's loan application. The Borrower consents to the collection of his/her personal data from the Borrower her/himself, or from other personal information controllers such as, but not limited to, telecommunications companies (e.g., Globe, PLDT, Smart, Sun Cellular), for credit scoring purposes. The Borrower's personal data such as mobile number, email address, and address, will be shared to a credit scoring service provider for credit investigation, credit scoring, data analytics, and data profiling, which includes the regular updating of the Borrower's credit score. The personal data secured may also be used for direct marketing of products and services of Partners of the Lender.

Throughout the processing of the Borrower's personal data, his/her rights under the Data Privacy Act of 2012, such as the (1) right to be informed, (2) right to object, (3) right to access, (4) right to rectification, (5) right to erasure or blocking, and (6) right to damages, shall be upheld. Entities to whom Lender share Borrower's personal data will also respect the same rights.

- 13. Waiver.** The delay or failure of the Lender to exercise of any of its rights under the Loan Agreement shall not be construed or deemed as a waiver of the Lender of such rights.