

TERMS AND CONDITIONS OF SERVICE

A user signifies that he/she has read, understood, and accepted the foregoing Terms Conditions of Service and agree to be bound by them, including relevant Company's Policy and applicable Philippine laws, rules, regulations and governmental issuances, whenever s/he accesses, downloads, browses or registers an account with PitaCash mobile application or applies a loan, uses, or avails any products or services or benefits or programs being offered by the Finance Technologies Inc. (the "Company").

By accepting and clicking on the "Submit" or "Agree" button, you hereby acknowledge that you have read and accepted the Terms and Conditions provided herein. If you do not agree with respect to any provision of these Terms of Service, please stop using and uninstall this PitaCash application immediately. The Company also reserves the right to reject any registration, and/or decline any loan application in violation of these Terms of Service.

REGISTRATION AND APPLICATION

PitaCash is intended to provide an easy and fast loan to the working Filipinos. The PitaCash users especially those who will avail of our loan must meet the following criteria:

- 1) Filipino Nationality;
- 2) At least twenty one (21) years of age but not over seventy (70) years old at the time of loan availment;
- 3) In good credit standing; and
- 4) Has the capacity to enter into the Loan Agreement.

When you register an account with PitaCash application, you represent and warrant that you possess the foregoing criteria.

Upon downloading the PitaCash application, you will be requested to provide personal information about yourself to complete your registration and to avail the features of our mobile application and other credit facility. It is important for you to know that the services can only be provided if you agree to disclose relevant identification, employment and financial information which you will be required to provide and may also be obtained by the Company, on your behalf, from all relevant sources in accordance with your instruction and authorization.

When you complete the information requested by PitaCash, you also expressly authorize the Company and its authorized third party service providers to verify your identity, and conduct background checks, including your credit standing and financial information based on the information you

have provided, prior to, during and for the duration of your registration, application, or use of the financial products and services of PitaCash. The purpose of such background check is to prevent fraudulent activities and to assess lending risks of the Company. If any information you provide is untrue, inaccurate, not current, or incomplete, we reserve the right to cancel your registration, suspend your PitaCash account, reject any application you have submitted, and restrict your future use of our products and services without any notice.

SUSPENSION OR TERMINATION OF YOUR ACCOUNT

The Company may terminate or suspend your access to or ability to use the PitaCash immediately, without prior notice or liability, for any reason whatsoever. Suspension or termination of your account shall not relieve you of your financial obligations arising or accruing prior to termination or suspension.

PRIVACY POLICY

In accessing and using the PitaCash, you agree that your personal and sensitive information (hereinafter referred to as "Personal Data"), as defined under the Data Privacy Act of 2012 may be collected, used and processed in accordance with our Privacy Policy. Please refer to the **Privacy Policy** for more detailed information regarding all collection, use, processing, sharing, storage and transfer of user data through the PitaCash mobile application. If you have any questions about the data we collected or about our Privacy Policy, you may contact our Data Protection Officer (DPO).

RESPONSIBILITY OF THE USER

By voluntarily submitting personal and sensitive information to the PitaCash mobile application, you expressly agree to the following:

- 1) Undertake not to use fictitious name or make any concealment of true name or other required information just to avail financial services of PitaCash.
- 2) Although the Company will protect your data against unauthorized access or disclosure, you are also responsible for the content and information you make available through or in connection with our products and services. The Company will not be liable for any use or misuse of your Personal Data you shared/posted publicly or accessed by others through your approval or negligence.
- 3) You hereby expressly undertake the sole responsibility and will not hold the Company for any liability to you or any third-party, for any content that you create/upload/transmit using the PitaCash

application which may result to fraudulent or other criminal activities or might cause damage to others. The Company reserves the right to report to the authorities any suspicious actions of its users which it believe in good faith would harm the Company or others or might be in violation of Philippine laws.

- 4) You agree and hereby undertake sole responsibility for the consequences of your actions and interactions using the PitaCash services, and hereby stipulate admission of liability to the Company for whatever loss or damage the Company may suffer as a consequence of your use or misuse of our services or access to the PitaCash application.

In registering or creating an account with PitaCash application, you agree NOT to do any of the following:

- 1) Register for more than one account at any given time unless the account has been deleted without your fault;
- 2) Impersonate any person or entity, misrepresent yourself, your age or your affiliation with any person or entity;
- 3) Use the PitaCash or our products and services for illegal activities or in any manner that could damage, disable, overburden or impair the use of our products and services or the application itself;
- 4) Post or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation in behalf of the Company;
- 5) Post any content against the Company or any users which may constitute libel or slander or that infringes or violates someone else's rights or which may be harmful, threatening, inflammatory, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or which restricts or inhibits any other person from using or enjoying the PitaCash application;
- 6) Commit any data privacy breach against the other users and the Company such as but not limited to: (i) soliciting passwords or personally identify information, and/or collect email addresses or other contact information of other users for commercial or unlawful purposes; or (ii) using the information or content on the PitaCash to send unwanted messages to any other user; or (iii) publicly posting the information of PitaCash users obtained illegally; and/or
- 7) Hacking to interrupt, destroy or limit the functionality of the PitaCash application.

Upon registration with PitaCash application, you shall be solely responsible for maintaining the confidentiality of your username, password, contents of the account, and any other login or authentication and validation information created or provided such as mobile one-time password sent to your registered phone number for user authentication. You expressly agree

that for any use of your credentials to access the PitaCash application, it shall at all times be presumed to be access by you and, if by a third-party, with your consent and authority. Please note that you will be solely liable for any loss or damage which you may incur as a result of someone else using any of your account even without your knowledge or consent. As such, you undertake not to share your PitaCash account or login information, nor let anyone else access your account or apply a loan or purchase other products or do anything else that might jeopardize the security of your account.

If there is an unauthorized use of your account or a breach of its security with or without your fault, you hereby undertake to notify the Company of the relevant circumstances thereof immediately to prevent further damage to your account.

COMPANY'S RESERVED RIGHTS

We reserve, at our sole discretion but without obligation:

- 1) The right to deny access to the use of PitaCash application and/or discontinue the services or any component thereof to anyone at any time, temporarily or permanently, without giving any reason and/or prior notice to you;
- 2) The right to collect, screen, review, flag, filter, modify, block, refuse or remove any and/or all information provided by any user without any notice but subject to the Company's Privacy Policy and data user's rights;
- 3) The right to enhance, improve, develop and introduce new features and functions of PitaCash application at any time and without prior notice;
- 4) The right to send you service updates or other messages such as information about enhancements, improvements, developments, new features, products, promotions, offers, advertisement and/or any other information relative to the PitaCash services. You may, however, opt out not to receive updates or marketing promotions from us; and
- 5) The right to set and/or change the applicable fees, taxes and charges levied for the use of our services, at any time and with prior written notice to you for the effectivity date.

NO WARRANTY AND LIMITATION OF LIABILITY

Our loan products and other services are provided on "as is", "as available" basis and without any express or implied representation or warranty of any kind unless expressly provided by law. The Company does not warrant the content, quality, accuracy, adequacy or completeness of the information provided over the PitaCash. We do not guarantee and promise any specific

results from use of our products and services made available over the PitaCash mobile application or that the availment of our loan will be uninterrupted and error-free.

The Company, its directors, officers, representatives, agents, or assigns, shall not be liable to you for loss or damage of any kind which you may suffer as a result of using PitaCash, except where such loss or damage is caused by gross negligence, wilful default or fraud by the Company or employees.

Moreover, the Company, its employees, or assigns/subsidiaries/affiliates shall not be liable for any loss, cost, compensation, damage or liability to you or third-party arising from, directly or indirectly, or as a result of any or all of the following: (i) Refusal of the partnered bank/remittance centers/digital wallets to accept or honor the PitaCash transaction or service; (ii) the user is unable to perform or complete any transaction through the use of the PitaCash Application due to service/ system/ line unavailability; and (iii) any delay, interruption or termination of a transaction caused by any reason or circumstance beyond the Company's control (Force Majeure).

THIRD-PARTY CONTENT AND SERVICES

Although the PitaCash application shall be solely monitored and controlled by our Company, PitaCash may contain content provided by third-party services and resources which may be our marketing or business partners or allowed by your device's operating system. Please be assured that the Company does not in any way share your personal data to these business partners without the necessary written agreement or your consent, as the case may be.

Unless specified by the Company and/or otherwise notified to you, we do not in any way endorse the third-party services of the content, products or services available therefrom. Your use of third party services and availment of their products and services which are not directly connected to PitaCash shall be at your own risk as third-party websites, platforms or facilities may have different policies governing their sites or facility. We advised you to contact these third parties directly should you have any concerns or queries arising therefrom.

CHANGES TO TERMS OF SERVICE

All users also hereby acknowledge the right of the Company to change or amend these Terms and Conditions from time to time as we deem fit and necessary even without your knowledge and conformity. The Company may notify its users of any changes through the email address provided or by

posting a notice in its mobile application before the updated terms and conditions become effective. We encourage all users to check any updates on a regular basis before continuing the use of the PitaCash application.

MISCELLANEOUS

- 1) If any one or more of the provisions of these Terms and Conditions are declared invalid, illegal or unenforceable in any respect under the applicable law, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 2) You agree that all documents or notices may be delivered to you electronically, through your e-mail address or phone number provided upon registration. Accordingly, you recognize and acknowledge that it is your sole responsibility to update the Company with your current contact information and the Company shall not be liable for any claim of loss or damage for failure to receive notices.
- 3) Unless expressly agreed in writing otherwise, these Terms of Service set out the entire agreement between you and the Company with respect to your use of PitaCash application and supersedes any and all representations, communications and prior agreements (written or oral) made by you or us or any of our agents.
- 4) These Terms of Service are governed by and construed in accordance with laws of the Republic of the Philippines.

USER ACCEPTANCE

I have read these terms of service and agree to all of the provisions contained above and any future revision to these TERMS AND CONDITIONS and PRIVACY POLICY. By clicking the "Continue" button, I understand that I am creating a digital signature, which I intend to have the same force and effect as if I had signed my name manually.

(This version of the Terms and Conditions of Service is last updated on 1 August 2021)