

SOFI FINANCING INC. operating under the name of finbro.ph

TERMS AND CONDITIONS OF USE OF SITE

By using, accessing, or browsing the Sofi Financing Inc. Operating under the name of Finbro.ph (the "Corporation") Website (the "Site") available, mobile application, or other related digital medium or media (collectively, the "Sites"), you signify that you have read and understood these Terms and Conditions of Use ("Terms and Conditions"), [Privacy Policy](#) ("Privacy Policy") and agree to be bound by the same.

The users of the Sites are required to carefully read, understand, agree and be bound by the provisions described in these Terms and Conditions and [Privacy Policy](#).

ELIGIBILITY

This Site is intended solely for the use of Individuals at least twenty (20) years of age, in good credit standing, with legal capacity to enter into binding agreements, specifically the availment of products and/or services offered by the Corporation through the Site/-s.

By requesting services offered, as well as creating and maintaining account in the Site/-s, you represent and warrant that you possess at least the foregoing eligibility requirements.

You likewise expressly authorize the Corporation to use all necessary means to verify your identity and eligibility to the services (including sharing information, personal and non-personal, you have provided) with any third-party service provider (whether a controller or processor of personal information), including, without limitations any credit reference bureaus (including, without limitations, TransUnion; CIBI Information, Inc. and other). Additional information on processing of personal information is available in our [Privacy Policy](#).

REGISTRATION AND APPLICATION

You agree to provide true, current, complete and accurate information about yourself in the registration or application form required in order to avail of services and products offered by the Corporation through the Site/-s. If any information you provide is untrue, inaccurate, not current, or incomplete, the Corporation reserves the right to cancel your registration, reject any application you have submitted, and restrict your future use of this Site/-s as well as the Corporation's products and services.

The Corporation has also the right to cancel your registration, reject any application you have submitted, and restrict your future use of this Site/-s as well as the Corporation's products and services for any reason without explanation.

AUTHORIZATION / SPECIAL POWER OF ATTORNEY

You hereby authorize and designate the Corporation, as your authorized representative and attorney-in-fact to request, obtain, receive, retain and otherwise process all personal information retained and kept by third parties about you (e.g., your personal information, your transactions and interactions, and any other information you may have disclosed or shared to such data controllers ("Third Parties")), subject to applicable law. Additional information on types of personal information processed is indicated in the Corporation's [Privacy Policy](#). The information obtained from the Third Parties shall be included as part of your profile, for various purposes described in the [Privacy Policy](#).

Without limiting the above, this includes the authority for the Corporation to obtain the personal information indicated in the [Privacy Policy](#) directly from you or from Third Parties at the time of registration, and periodically thereafter.

You likewise warrant that you have read the Corporation's [Privacy Policy](#), understand the terms of the same and agree thereto.

By using, accessing, or browsing the Corporation Site/-s, you hereby confirm that you understand and agree that all personal information received during or after the registration, will be used to create your user account with the Site/-s for the purposes described in the [Privacy Policy](#).

If you do not agree or have reservations with respect to any provision of the Authorization and Special Power of Attorney as to its scope, coverage or purpose, please do not use this Site/-s.

ACCOUNT SECURITY AND RESPONSIBILITY FOR ACCOUNT

You acknowledge that while the Corporation has implemented adequate safeguards as required under the Data Privacy Act of 2012 and other applicable laws, the Corporation does not give any guarantee or warranty with respect to the security of your account unless otherwise required by applicable laws. You hereby understand that you provide your Personal Information at your own risk.

You are solely responsible for maintaining the confidentiality of your username, password, account and any other log-in or authentication and validation information you created or provided to the Site/-s ("User Credentials"). You agree and confirm that any use of your User Credentials shall at all times be presumed to be access by you and, if by a third party, with your consent and authority. Any and all activities or transactions using your Unique User Credentials shall be valid and binding transactions created, committed and performed by you.

If there is an unauthorized use of your account or a breach of its security, you hereby undertake to notify the Corporation of the relevant circumstances thereof immediately. The Corporation will not be liable for any loss that you may incur as a result of another party using your account or User Credentials, either with or without your knowledge and you may be held liable for losses incurred by the Corporation due to a third party using your account or User Credentials.

RESTRICTIONS ON USE

You agree to abide by all applicable terms and conditions, laws and regulations in your use of the Site/-s, its products and services. In addition, you agree that you will not do any of the following:

- a. Solicit passwords or personally identifiable information for commercial or unlawful purposes, or to post or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation
- b. Post or otherwise make publicly available on the Site/-s any personal or financial information of any third party;
- c. Use the Site/-s or our products and services in any manner that could damage, disable, overburden or impair the Site/-s, including but not limited to the introduction of software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- d. Use the Site/-s and/or its content in any way and for any purpose that is unlawful or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes the rights of Corporation or others.

NO WARRANTY; ERRORS

The products and services on the Site/-s are provided “as is” and without any representation or warranty. To the fullest extent permissible under applicable laws, the Corporation disclaims all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, availability, payment or realization of transactions.

The Corporation does not guarantee and promise any specific results from use of the Site/-s and its products and services.

CONTRACTS AND AUTHORIZATIONS

Your use and availment of the products and services on the Site/-s may be conditioned on your agreement to certain contracts and authorizations. By signifying your consent and permissions therein, you acknowledge and agree to be bound terms and conditions thereof and such contracts and authorizations shall be deemed validly and voluntarily executed by you. Upon request, the Corporation may furnish you electronic copies of such documents.

TERMINATION

You hereby acknowledge and agree that the Corporation reserves its right and sole and absolute discretion to delete your account and data maintained, restrict your access thereto and to terminate all relations with you for any reason.

Termination of your access to and use of the Site/-s and/or Corporation services, shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to the Corporation or any third party.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, in no event shall the Corporation, its directors, officers, representatives, agents, employees or assigns be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to

use the Site/-s, including, without limitation, any damages caused by or resulting from reliance by user on any information obtained from the Site/-s, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance. You expressly agree that your use of the Site/-s is at your sole risk.

The Corporation, its directors, officers, representatives, agents, employees or assigns, shall not be liable to you for loss or damage of any kind which you may suffer as a result of being a user of the Site/-s, except where such loss or damage arises from our breach of these Terms and Conditions or was caused by gross negligence, willful default or fraud by the Corporation or employees. The Corporation shall also not be responsible for any breach of these Terms and Conditions arising from circumstances outside our reasonable control.

LIABILITY FOR BREACH

You shall be liable for any loss or damage suffered by the Corporation and/or its clients, and/or Site/-s users as a result of:

- a. Your breach of these Terms and Conditions or any agreement you have entered into pursuant to the Site/-s services;
- b. Your fraudulent use of the Site/-s;
- c. Your provision of inaccurate, false or fraudulent data.

INTELLECTUAL PROPERTY RIGHTS

The Corporation owns or is duly licensed to use, as far as applicable, all intellectual property rights on the Site/-s, content, and all publications thereon.

Any use of the Site/-s or registration thereon may not be deemed as legal grounds for transferring any kind of intellectual property rights or its licensing. All trademarks, names and visual and textual content owned by the Corporation may be used only upon prior written authorization from the Corporation.

The Corporation reserves its right to take any necessary legal action and avail of the proper remedies related to any violation of its intellectual property rights under applicable law.

CHANGES TO TERMS AND CONDITIONS

These Terms and Conditions are subject to change at any time and upon the Corporation's discretion without need for notification to you. Any and all changes made shall timely published on the Website and will be effective as of the publication of such updated version of the Terms and Conditions and/or any related notice, as may be applicable. Any further use of the Site/-s and/or Corporation's services following publishing of an updated version of the Terms and Conditions shall be deemed as acceptance of the updated Terms and Conditions.

LENDER'S AUTHORIZATION

By accepting these Terms and Conditions, you understand that you assume the risk of non-issuance of the loan and/or non-delivery of any other service of the Corporation. The Corporation may, to the extent possible, assign any loan (including a one that is in default) under the applicable loan document, to a third party.

In accordance with the above mentioned, and as may be applicable in the event that a loan and/or specific service is issued or delivered to you by the Corporation, you hereby authorize and designate the Corporation, as your authorized representative and attorney-in-fact, to assign, sell, transfer or otherwise dispose/assign the loan or any other obligations, rights and liabilities to a third party, as well as create security in or over any and all of its rights or obligations. The

Corporation is not required to inform you of such assignment and shall credit the unpaid principal, interest, and penalties to your account on record.

MISCELLANEOUS

In the event that any provision of these Terms and Conditions is deemed by any competent authority to be unenforceable or invalid, the relevant provision shall be modified to allow it to be enforced in line with the intention of the original text to the fullest extent permitted by applicable law. The validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected.

You agree that all documents or notices may be delivered to you to your residential address or electronically, through your e-mail address and/or phone number provided upon registration, and/or via such other methods agreed by both. Accordingly, you recognize and acknowledge that it is your sole responsibility to update the Corporation with your current residential and e-mail address, as well as telephone number, and the Corporation shall not be liable for any claim of loss or damage for failure to receive such notice.

Subject to applicable law, all disclaimers, indemnities and exclusions in these Terms and Conditions shall survive termination of this agreement.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by the Corporation shall constitute a waiver by the Corporation of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms and Conditions or otherwise.

Unless expressly agreed in writing otherwise, these Terms and Conditions set out the entire agreement between you and the Corporation with respect to your use of the Site/-s and supersedes any and all representations, communications and prior agreements (written or oral) made by you or the Corporation.

These Terms and Conditions are governed by and construed in accordance with Philippine law. All matters, claims or disputes arising out of or in connection with these Terms and Conditions, shall be submitted to the exclusive jurisdiction of the courts of Taguig City.

ACCEPTANCE

I confirm having read and understood and agree to the foregoing Terms and Conditions and [Privacy Policy](#). By accepting these Terms and Conditions, as well as the [Privacy Policy](#), you signify your express consent in accordance with Republic Act No. 10173, otherwise referred to as the Data Privacy Act of 2012 and its Implementing Rules and Regulations, as well as other applicable confidentiality and data privacy laws of the Philippines. You agree to hold the Corporation, its officers, directors, stockholders and employees, free and harmless from any and all liabilities, damages, actions, claims, and suits in connection with the implementation or processing of personal data in relation to your consent or authorization under these Terms and Conditions.