

Terms and Conditions

CashXpress South East Asia Lending Inc. (the “**Company**”) is an information technology-based loan services provider accessible at: <https://cashxpress.ph/> (the “**Website**” or the “**Platform**”) providing, managing and operating the Website for its users.

By using the Website, you hereby acknowledge that you have read and understood, and unconditionally accepted and agreed to be bound by all of the terms and conditions (the “**Terms & Conditions**”) below, whether or not you are a registered member of the Website.

1. Composition of the Terms & Conditions

These Terms & Conditions also include the following additional terms which shall apply to:

(a) Privacy policy and data protection requirements. Any personal or other sensitive information relating to any user of the Platform will be collected, processed, stored and transferred for legitimate purpose or purposes pursuant to and in accordance with applicable laws of the Republic of the Philippines regarding data privacy protection. By continuing using the Website and by providing information requested by the Platform, you hereby provide your full consent for such disclosure and processing of your personal information;

(b) Lender’s terms and conditions. Users of the Platform intending to act as lenders will be subject to accepting services agreement relating to money lending services on the Platform and lender’s terms and conditions. For avoidance of doubt, all such texts and documents will be easily accessible on the Website for such users;

(c) Borrower’s documentation. Users of the Platform intending to act as borrowers will be subject to accepting loan agreement establishing rights and obligations between the lender and the borrower.

2. Changes in the Terms & Conditions

The Terms & Conditions are subject to change at any time and upon the Company’s discretion without need for notification to the users of this Website. Any and all changes made are timely published on the Website following mandatory notification of all registered users of the Platform and will be effective as of the date specified in updated version of the Terms & Conditions and/or such notice, as applicable. Any further use of the Platform following publishing of an updated version of the Terms & Conditions shall be deemed as acceptance of an updated Terms & Conditions.

3. Coverage area

The Website is designed and construed to provide information technology-based financial services within the territory of the Republic of the Philippines. However, the Website is accessible and open for general use worldwide, therefore, some of the Website's content may not be applicable or appropriate for such use outside of the Republic of the Philippines.

4. Registration

By completing registration within the Platform, you hereby represent and warrant that:

(a) information, declarations, documents, representations and warranties made, given or as evidenced by any documents submitted within the Platform are and will continue to be true, accurate and correct in all respects and will comply with applicable laws and regulations at all times;

(b) you have legal capacity and authority to be bound by a contract (private individuals must be at least 18 years old);

(c) you must be an individual who is a citizen of the Philippines and residing within the territory of the Republic of the Philippines;

(d) prompt notification will be given to the Platform in case of change of one of the following details: residence or business address, employment status, phone number and e-mail address;

(f) upon completion of the registration within the Platform you express your full consent to receive marketing content from the Company via emails, text messages, calls, mobile application or other channels of communication. The Company will use your detail contacts indicated upon registration as a user.

The Platform reserves its right to reject registration applications as a lender or as a borrower at its own discretion.

Privacy policy disclosed on the Website must be accepted to complete the registration within the Platform. Privacy policy stipulates Platform's policies on privacy rights regarding collection, use, storage, processing, disclosure and security of users' information when you use the Website. This Privacy Policy applies to all personal and sensitive information processed through the Website.

5. Use of the Website

Use of the Website requires stable and constant internet access, and may also require periodic hardware or software updates. Any and all fees and charges (including telecommunication fees, data, etc.) payable in relation to usage of the Website shall be borne by the user.

By using the Website you confirm that you are acting on your own behalf and in your interests. If you are using or have plans to use the Website on behalf or in the interests of any third parties (beneficiaries) you shall immediately stop using the Website.

The Website may only be used for a limited purpose indicate hereof. The Website may not be used for the following purposes:

- (a) illegal or unlawful purposes;
- (b) collecting and/or stealing data from the Website, including, inter alia, personal data of other users of the Website;
- (c) affecting performance of the Website in any manner;
- (d) disruption of the Website's operations, including, but not limited to using special codes or software to manipulate or change functions available on the Website;
- (e) any other acts that may do harm to the Website's infrastructure and its' facilities.

The Website's operating hours are subject to change following mandatory maintenance works on which all users will be duly informed beforehand.

Any and all instructions received from registered user's account are deemed to be accurate and correct. However, the Platform reserves its right under its sole and absolute discretion to suspend operations on your account if such instructions were not entirely clear, lack necessary information, unidentifiable identity, or such other grounds deemed as unlawful by nature or if the account is projected to be compromised.

6. Mobile Device Access

Upon installation of the CashXpress Application (the "App") to the borrower's mobile device, the borrower hereby voluntarily agrees and consents that the App's administrator shall have unlimited access to the borrower's mobile device for the following purposes:

- (a) Facilitation of the borrower's use of the App's services and/or access to the registration of the borrower's App account;
- (b) Provide App services;
- (c) Process transactions and send notices regarding such transactions;
- (d) Offers surveys, promotions and marketing communications;
- (e) Improve App content and layout;

- (f) Provide customer support;
- (g) Improve App services and other related legitimate purposes.

Further, the borrower hereby agrees and consents that the App administrator, in order to ensure due settlement of the loan, may perform the following functions in the event that the borrower defaults in the payment of the loan:

- (a) Send push notification/s to the mobile device regarding loan payment details;
- (b) Activation of the mobile device's screen lock feature/s;
- (c) Restore factory settings to the mobile device;
- (d) Set password rules and personal identification numbers;
- (e) Disable use of the mobile device's camera;
- (f) Such other functions relative to the mobile device access.

7. Intellectual property rights

The Company owns or is duly licensed to use, as far as applicable, all intellectual copy rights on the Website, content and all publications thereon.

Any use of the Website or registration thereto may not be deemed as any legal grounds for transferring any kind of intellectual property rights or its licensing. Notwithstanding the purposes, all trademarks, names and visual and textual content may be used only upon prior written authorization from the Company.

The Company reserves its right to take any necessary legal actions and remedies related to any violation of section hereof.

8. Content

If you use our features that allow you to upload any content into the Website, you are fully responsible for its content and you hereby represent and warrant that you have collected any and all necessary consents, permissions and authority from the discloser of such information (including, but not limited to, personal data and details of any third parties as indicated thereon).

The Company reserves its right and sole and absolute discretion to remove any information, documents or any other content uploaded through the Platform if such information, documents or any other content violates these Terms & Conditions or any other applicable laws, or which may infringe or compromise rights and obligations of any third parties. Such information, documents or any other content shall not:

- (a) contain a defamatory, discriminative or insulting content;
- (b) contain hate speeches, pornography or extortion/threatens content, gambling, violence, or misuse of narcotics, psychotropic substances or other addictive substances, or encourages public to commit violence or other unlawful acts;
- (c) violate any intellectual property rights of any party;
- (d) has a tendency to cheat others or use as a mask to be someone else or to describe your identity or your affiliate with anyone through illegal;
- (e) give impression that the content originated from the Company (related to content is not from the Company); or
- (f) violate legal obligations of any third parties, such as contractual obligations or confidentiality obligations.

By uploading any documents or content to the Website, you give the rights to use, copy, save, publish, reshape, and distribute the uploaded content to third parties of performing our rights and obligations to serve you as a digital information technology-based platform. You have the right to withdraw the uploaded documents or content at any time. However, any rights that you have granted to us as referred to above shall remain in force following such withdrawal unless specifically requested otherwise.

9. Limitation of responsibility

The Company provides, manages and operates the Platform between registered users. Lending relationships between the lenders and the borrowers are stipulated in the respective loan agreements executed by the respective parties. The Company facilitates the needs and complaints of each registered users.

The Company may not provide any guarantee or security over any proceeds which may be obtained using the Platform. The Company shall bear no responsibility for any decisions taken by any registered users when using the Platform.

In case of breach of any above-mentioned representations or warranties, the Company shall be indemnified in any case.

The Website may contain typographical errors, other errors or omissions, and you hereby agree to waive us of any legal liability regarding such as errors or omissions.

10. Compensation

By using the Website or the Platform, you hereby consent to the extent permitted by law to indemnify and waive us, our directors, managers, officers, affiliates, agents, contractors, licensors, assigns of any claims arising out of your violating on these Terms

& Conditions or your use of the services provided within the Platform or by our action as part of our investigation on alleged violation of these Terms & Conditions by you or as a result of the findings or decisions of investigation result.

11. Termination

You hereby acknowledge and agree that the Company reserves its right and sole and absolute discretion to delete your account maintained within the Platform, restrict your access thereto and to terminate all relations with you upon occurrence of any reasonable belief of your violation of the Terms & Conditions.

You can terminate the Terms & Conditions by giving us a prior written notice 7 (seven) business days prior to such termination provided that you have no outstanding loans (if you are a borrower) to the Company. After termination of the Terms & Conditions, the Company shall not be obliged to provide any access to information regarding previous activities within the Platform.

12. Communication and electronic document

By registering as a lender or as a borrower, you agree that all of communication between you and the Company in connection with the services provided through the Platform will be made with your contact detail as indicated upon your registration as a user. The Company reserves the right to determine the most appropriate way of communication. The Company may also communicate with you by making certain publications on the Platform.

You hereby agree to accept all documents, notices and agreements sent by means of electronic channels through the Platform and acknowledge that such delivery shall be deemed valid and have the same legal force and effect as physical delivery. All agreements, documents, notices and agreements sent by means of electronic channels through the Platform are executed electronically or with digital signatures and have the same legal force and effect. Any approvals that you have provided electronically is legally binding on you as a service user.

13. Use of cookies and others similar technology

The Website uses HTTP cookies technology. Cookies is a small information file written and stored in your electronic device by website that you visited, so the Website can identify you for next visits. Cookies are used for several things, such as to store your preferences, for example, to choose the location, so you don't need to fill the same information each time you visit a website, to know your visit patterns, to improve the performance of the website, and to evaluate our marketing efforts effectiveness.

You can arrange to block or not enable cookies or other similar technology by making appropriate arrangements in your electronic devices or browsers.

14. Third party website link

The Website can, from time to time, contain links on third party's websites that are beyond control of the Company. The Company shall not be responsible for any information and content of such other websites and may not guarantee protection and confidentiality of your information that you provide on such other websites.

15. Miscellaneous

You cannot transfer your rights and obligations under the Terms & Conditions to any other third party without the Company's prior written consent. The Company may transfer its rights and obligations under the Terms & Conditions to any third parties even without your consent.

If any provision of the Terms & Conditions becomes invalid, it shall not affect validity of other provisions of the Terms & Conditions.

Assignment of an obligation under the Terms & Conditions may only be done expressly and in writing and signed by the party concerned.

These Terms & Conditions do not contain any provisions that may be deemed or constitute a partnership or joint venture between you and the Company.

The Terms & Conditions apply regardless of how you access to the Platform (including access through the Website or mobile application).

If you have any question related to the Terms & Conditions, please contact:

Customer Services -

info@cashxpress.ph

Compliance and Data Protection Department –

compliance@cashxpress.ph

CashXpress South East Asia Lending Inc.
Avida CityFlex, 7th Ave. corner Lane T
Bonifacio Global City, Taguig
Telephone: (02) 7914-4236

16. Applicable law and dispute resolution

The Terms & Conditions and the matters governed therein shall be subject to the laws of Republic of the Philippines.

All disputes arising out of or related to the Terms & Conditions, the matters governed therein shall be resolved exclusively by arbitration under arbitration laws, rules and jurisdiction of the Republic of the Philippines.