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FIG FINANCE: TERMS AND CONDITIONS FOR AGGREGATORS (“T&C”)

Please read these Terms and Conditions (The “Terms” or “T&C”) carefully. This T&C applies to all the Services provided by Fig Finance, which you may access or enjoy as a User of the Fig Finance marketplace (the “Platform/Platform”). By clicking “I Agree”, you agree to be bound by its terms.

The Platform is operated by Fig Finance Inc doing business as “Fig Finance” (“We “, “us” or “Company”). Our Platform is a digital lending marketplace with an integrated credit management system that facilitates access to business credit by connecting credit seekers with institutional and non-institutional lenders.

By accessing the Platform or using our Services, you thereby agree to the terms herein as well as other Platform Policies binding on Users of the Platform (hereinafter referred to as “You”). If you do not agree to the Terms and other Platform Policies, you should exit our Platform and not apply to use our Services .

We may revise the Terms at any time without notice. All updates to the Terms will however be posted on this page. You are bound by any revisions or updates. You should periodically visit this page to review the current terms that apply to your use of our Platform or Services . Any use of the Platform or Services by you after publication of changes to the Terms shall constitute your acceptance of these Terms as modified. Company may, in its sole discretion and at any time, discontinue providing the Platform or Services or any part thereof without notice.

Definitions

When used in this Terms, the capitalized terms listed below shall have the following meanings:

- Aggregator means technology companies collaborating with Fig Finance to cross-sell its Services and which provides a ready pool of prospective Borrowers to be onboarded on the Platform to enable them have access to the Services;
- Aggregator Agreement means regardless of any name it shall be called, any agreement entered into by an Aggregator and Fig Finance setting out the agreed terms between such Aggregator and Fig Finance in relation to the Services;
- Aggregator Customers means small and medium scale enterprises that are customers of Aggregators who may be Borrowers on the Platform if the SME Model is employed or beneficiaries of credit services if the Aggregator Model or SME Plus Model is employed;
- Anti-Money Laundering Laws means the applicable laws or regulations in any jurisdiction in which Fig Finance is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping, and reporting requirements related thereto;
- API means Application Programming Interface;

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Borrower Information	Includes but is not limited to Borrowers personal information, credit information as well as other information collated by the Aggregator and shared with Fig Finance or other Users on the Platform;
Borrowers	means any user of the Platform who desires to receive credit services from Lenders via the Platform;
Credit Services	means the business of providing loans or other forms of credit services to Borrowers;
Finance Agreement	means any agreement between a prospective Lender and Borrower stating the final settled terms of the credit application;
Lenders	means any user of the Platform who desires to give credit services to Borrowers;
Loan Management System	means a platform proprietary to Fig Finance which allows users to manage their borrowers, loans, repayments, and collections;
Platform	means https://www.figfinance.io/ and the corresponding mobile platform operated by Fig Finance and shall also include the Loan Management System;
Platform Policies	means this Terms of Use, the Privacy Policy, and any policy accessible on the Platform and binding on its Users;
Services	means the services described in Paragraph 1.1;
User(s)	means a Lender, Borrower, Aggregator or any one of them.
White-Labelled Platform	means a version of the Platform branded as a product of an Aggregator and accessible through Aggregator's platform.

1. WHO DOES THIS T&C APPLY TO

This Terms apply to Aggregator as defined above. To be clear, this T&C does not apply to Aggregators who act as Borrowers using the Aggregator Model or the SME Plus Model.

For terms that apply to Aggregators who act as Borrowers please see: [Borrowers Terms of Use](#).

2. FIG FINANCE SERVICES

2.1. We operate a digital lending service through three models:

- a. Aggregator Model

Under this model, Aggregators act as Borrowers on the Platform for the purposes of obtaining Credit Services from Lenders for either on-lending to Aggregator Customers or any other purpose aggregators deem fit. We do not provide financial, legal, or other professional advice to Users of our Platform other than advice on the technical use of the Platform. For Aggregators employing this model, the [Borrower's Terms of Use](#) is also applicable to you.

b. SME Model

Under this model, Aggregators integrates the White-labeled Platform into Aggregators own platform to allow Aggregators Customers to act as Borrowers on the White-labelled Platform for the purposes of obtaining Credit Services from Lenders.

c. SME Plus Model

Under this model, Aggregators act as Borrowers on the Platform for the purposes of obtaining Credit Services from Lenders and using the White-labeled Platform to manage the on-lending to Aggregator Customers. For Aggregators employing this model, the [Borrower's Terms of Use](#) is also applicable to you.

- 2.2. Fig Finance is not a lender or a supplier of credit or other financial products. We do not offer any financial products via the Platform, and we will not be a party to any agreement entered into between Users, nor do we make any representations or warranties relating to any agreement entered into between Users, nor in respect of the parties thereto.
- 2.3. The Service offered through our Platform is only available to Users who have fully registered to use the service in accordance with and subject to these Terms and all Platform Policies or to Aggregators who have executed a separate Aggregator Agreement with us for the use of any of the Service. The Service can only be used in accordance with these Terms and/or the terms of the Aggregator Agreement. If you do not agree to these Terms or the terms in the Aggregator Agreement, you may not use the Service.
- 2.4. Each Aggregator will act in a professional manner and in accordance with good industry practice and applicable laws at all times in respect of its use of, and activities relating to, the Service
- 2.5. We are not responsible for and disclaim liability for the conduct of Parties on the Platform. Our obligations remain limited to those listed in [Paragraph 2.1](#).

3. AGGREGATOR AGREEMENT

Fig Finance and you may have entered into an agreement which details the terms applicable to you on the use of our Platform and Services ("Aggregator Agreement"). It is Your responsibility to ensure that you abide by the terms of the Aggregator Agreement as well as these terms.

Where there is a conflict between these terms and the terms contained in the Aggregator Agreement, the Aggregator Agreement will prevail in that specific instance.

4. GENERAL TERMS

- 4.1. Fig Finance has entered into Aggregator Agreements with the select Aggregators. The conditions for the onboarding of Aggregators shall be contained in such Aggregator Agreement. Generally, only companies that meet the underlisted criteria may be onboarded as Aggregators:

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- a. you are a going concern in the jurisdiction which you have been registered;
 - b. you have all necessary consents and regulatory approvals to use the Service;
- 4.2. Each Aggregator warrants that if the Aggregator's regulated status changes following registration as an Aggregator (for example if it becomes no longer regulated under applicable law), the Aggregator will notify us as soon as reasonably practicable of this change at support@figfinance.com.
- 4.3. Under the SME Model and the SME Plus Model, Aggregators are required to link only Borrowers to the White-listed Platform that comply with the eligibility criteria contained in the [Borrower's Terms of Use](#). Further, the Aggregator must notify us of the Borrower's legal status when prompted to on the Platform. Further, each Aggregator warrants that:
- a. To the best of its knowledge, the Borrower Information is correct as at the date of the linking with the Platform;
 - b. if a Borrower's legal status changes (for example from a sole trader to a limited liability company) or other material Borrower Information changes, the Aggregator will notify us as soon as reasonably practicable of this change at support@Figfinance.com.
- 4.4. Without limiting any other rights, we may have, if an Aggregator fails to comply with the notification requirements in either paragraph 4.3, we may treat the failure as a material breach of these Terms and may:
- a. suspend and/or terminate the Aggregator's access to the Service; and/or
 - b. with respect to any Finance Agreement entered into after the relevant status or other material change relating to the Borrower or Aggregator withhold any fee that would otherwise be payable to the Aggregator with respect to those Finance Agreements.
- 4.5. Fig Finance may, from time to time, apply additional eligibility criteria where required by applicable law or business requirements. Fig Finance will notify Aggregators via the Platform and/or by email if any eligibility requirements change.

5. BORROWER INFORMATION

- 5.1. Each Aggregator warrants and represents that they have obtained all necessary consents and permissions from the applicable Borrower in order to:
- a. enable the Aggregator to provide information about the Borrower for the Service; and
 - b. to enable us to provide updates to the Aggregator about the progress of any discussions between the Borrower and Lender(s) with respect to the Service and any resulting Finance Agreements.
- 5.2. Aggregators must indemnify us from all loss suffered or incurred as a result of or in connection with any claim that the Aggregator has failed to comply with paragraph 5.1a and/or b.

6. YOUR RELATIONSHIP WITH US

6.1. Aggregators using the Aggregator Model

With regards to Aggregators employing the Aggregator Model, The relationship between Fig Finance and the Aggregator is primarily that of a service provider. The Aggregator is a Borrower who may engage in on-lending to Aggregat0r Customers with the loan facility obtained by Aggregator from Lenders on the Platform. .

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6.2. Aggregators using the SME Model

The relationship between Fig Finance and Aggregators using the SME Lending Model is that of a service provider. Aggregators will integrate the White-labeled Platform into Aggregators platform allowing Aggregator's Customers operate as Borrowers on the Platform and obtain loan services from Lenders. Lenders may also access the Platform to reach Aggregators and connect with the Borrowers underlying the Aggregators.

6.3. Aggregators using the SME Plus Model

The relationship between Fig Finance and Aggregators using the SME Plus Model is that of a service provider. Fig Finance allows Aggregators to act as Borrowers on the Platform for the purposes of obtaining Credit Services from Lenders while using the White-labeled Platform to manage the on-lending to Aggregator Customers.

Please note that no attorney-client or other professional privilege is created between you and Company. You have been fully informed of the Services that the Company is performing. No governmental entity or authority has evaluated or approved Company's knowledge or experience, or the quality of Company's Services.

7. FEES

We charge fees for the Services; The fees are detailed in the Aggregator Agreement which you have signed. By using the Service, you agree that the fees are acceptable, and you are satisfied with the fees before you use the Service.

You acknowledge that, prior to linking the Borrower to our Platform in relation to one of our services, You will disclose to the Borrower: (i) any fees and/or charge(s) that may be payable in respect of any of Services they have chosen; and (ii) any monies and/or benefits you will receive as a result of making the introduction.

8. ANTI MONEY LAUNDERING

Each Aggregator warrants and represents that it will comply fully with its obligations under any Anti Money Laundering Laws including with respect to its use of the Service.

Aggregators acknowledge the importance of openness and accuracy in the information provided and/or made available via the Service to facilitate compliance with AML Laws and other applicable law. If Aggregator has any reason to believe that financial crime of whatever type maybe involved with transactions conducted on the Platform, Aggregator shall contact us or the relevant authorities directly.

Fig Finance may disclose Borrower Information or other information submitted or made available to us via the Service if we are required to do so by the AML Laws or other applicable law.

9. RIGHT TO INFORMATION

Fig Finance reserves the right to collect and deal with collected information in accordance with the Privacy Policy and all other Platform Policies. Fig Finance shall also provide documentary information to any User where the same is required as evidence to prosecute a legal claim against a defaulting counterparty. Where such a party does not have access to download such information from the Platform.

10. INTELLECTUAL PROPERTY

Fig Finance owns the Platform and has proprietary rights/license to all the materials provided on this Platform or Services, including all worldwide intellectual property rights in the Property or Services, trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further modify, adapt, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Platform or Services or any content appearing in the Platform or Services. You will not remove, alter, or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grant you any right to use any trademark, service mark, logo, or trade name of Company or any third party. Unauthorized use constitutes copyright and/or trademark infringement and may be prosecuted.

You may not, or attempt to; (a) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Platform or Services ; (b) circumvent, disable, or otherwise interfere with security-related features of the Platform or Services or features that prevent or restrict use or copying of any content; (c) use any robot, spider, site search or retrieval service, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or Services ; or (d) harvest, collect or mine information about Users of the Platform or Services .

11. DEFAULT AND BLACKLISTING

Where an Aggregator breaches any of its obligations under this Terms or any agreement with us, Fig Finance shall have a right to terminate the agreement with the Aggregator and to without notice migrate the Borrowers with active credit lines to the Fig Platform to preserve the integrity of the underlying Loans.

12. DISCLAIMERS & DISCLAIMER OF WARRANTY

Fig Finance is not a financial consultant or institution and neither the Company nor any of its employees provide legal or financial services or advice of any sort. Furthermore, no representations or warranties, express or implied, are given regarding the legal, financial, or other consequences resulting from the use of our Platform or Services, or the forms provided therein.

Your use of the Platform or Services is at your sole discretion and risk. The Platform and Services are provided on an "AS-IS" and "AS AVAILABLE" basis without warranties of any kind from the Company. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COMPANY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE PLATFORM OR SERVICES; OR (II) THAT THE PLATFORM OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE PLATFORM OR SERVICES. COMPANY MAKES NO COMMITMENT TO UPDATE THE INFORMATION CONTAINED IN THE PLATFORM OR SERVICES.

COMPANY DOES NOT WARRANT THAT ANY ESTIMATION OR DESCRIPTION PROVIDED THROUGH THE AGGREGATOR IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. COMPANY CANNOT AND DOES NOT ACCEPT ANY LIABILITY FOR ANY

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RELIANCE BY YOU OR LENDER ON SUCH INFORMATION. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the content at any time without prior notice (including after you have submitted a credit application to us).

No advice or information, whether oral or written, obtained by you from Company, or any third party on behalf of Company, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY OR ANY OF ITS AFFILIATES, SUBSIDIARIES, PARTNERS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM OR SERVICES OR ANY CONTENT INCLUDED ON THE PLATFORM (INCLUDING ADVERTISEMENTS), INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE PLATFORM OR SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE PLATFORM OR SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE – SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

14. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Company and its respective employees, directors, officers, subcontractors and agents of each, against any and all claims, damages, or costs or expenses (including court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Platform or Services, including any transactions that you conduct or attempt; (c) loss of or damage to goodwill; (in each case whether such loss is direct or indirect) (d) your violation of any law or regulation; (e) your infringement of any right of any third party; (f) losses caused by the acts or omissions of third parties providing credit rating or other financial information. (g) any other matter for which you are responsible hereunder or under law. You agree that your use of the Platform or Services, including, without limitation, provision of services in connection with the Platform shall be in compliance with all applicable laws, regulations and guidelines and shall not be intended to damage, disable, overload or impair the Platform or the servers on which it is hosted.

15. DATA PROTECTION

The Company and you acknowledge that the use of the Service may warrant that the personal data of the Borrower be transmitted to us or Lenders on the Platform.

In respect of personal data collected by you from a Borrower prior to linking such Borrower to us, you shall be the data controller and provided we use such personal data only for the purpose which you have given us, you shall remain data controller in respect of such personal data.

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You confirm that you have obtained the consent of the Borrower (and the consent of all third parties whose personal data is linked to us) to disclose their personal data to us and Lenders and for us or Lenders to process their personal data for the purpose of processing any credit application, for fraud prevention and any statutory responsibility trusted on us.

16. LINKS

Portions of the Platform (including, without limitation, advertisements) may involve linking to or using websites belonging to third parties. The Platform may also provide you with links to access the websites of third-party vendors or retailers. We have no control over third-party sites, and all use of third-party sites is at your own risk. Additionally, the Company cannot accept responsibility for any payments processed or submitted through such third-party sites, or for the privacy policies of any such sites. Company is not responsible for content available by means of such sites. Company does not endorse any products offered by third parties and we urge our users to exercise caution in using third-party sites.

17. CONTACT US

If you have questions or comments about this Terms, you may email us at support@figfinance.io or write to us by post to:

Fig Finance, Inc.
228 Park Ave S
New York, NY 10003-1502
United States

18. MISCELLANEOUS

These Terms shall be governed by the laws of the Federal Republic of Nigeria. Any action to be brought in connection with these Terms shall be brought exclusively in the courts of Nigeria, and you irrevocably consent to their jurisdiction. Any cause of action against Company must be brought within one (1) year of the date such cause of action arose. If any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Company or authorizes you to act on behalf of Company. We may assign our rights and obligations hereunder to any third party without prior notice. You shall not assign any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If we are required to provide notice to you hereunder, we may provide such notice to the email account that you provided to us.

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