

BORROWER TERMS OF USE V216012023

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

Please read these Terms and Conditions (The “Terms” or “T&C”) carefully. This T&C applies to all the credit services, products, and benefits (“Credit Services”), 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 Credit Services, you thereby agree to the terms herein as well as other Platform Policies binding on Users of the Platform and/or Credit Services (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 Credit 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 Credit Services. Any use of the Platform or Credit 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 Credit Services or any part thereof without notice.

Definitions

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

Account	means the Borrower’s account on the Platform used to interact with the Credit Services;
Aggregator	means technology companies collaborating with Fig Finance to cross-sell its Credit Services and which provides a ready pool of prospective Borrowers to be onboarded on the Platform to enable them have access to the Credit 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;
Aggregator Model	means a model that allows 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;

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Authorized User	means a representative of the Borrower, duly authorised to act in that capacity and to interact with the Platform on behalf of the Borrower;
Borrowers	means any user of the Platform including Aggregator Customers or Aggregators who desires to receive credit services from Lenders via the Platform;
Conditional Loan Offers	means a loan offer generated between a prospective Lender and Borrower stating additional requirements for the Borrower to comply with and which precedes the final loan offer;
Credit Services	means the credit services, products, and benefits facilitated by Fig Finance through the Platform;
Fee(s)	means the fee(s) chargeable by Fig Finance for the provision of the Credit Services;
Final Loan Offer	means the final loan offer generated 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;
Platform	means https://www.figfinance.io/ and the corresponding mobile platform operated by Fig Finance including the White-labeled Platform;
Platform Policies	means this Terms of Use, the Privacy Policy, and any policy accessible on the Platform and binding on its Users;
Platform Wallet	means a digital wallet service integrated into the Platform used for the funding of credit request and servicing of repayment obligations;
SME Model	means a model that allows Aggregators Customers act as Borrowers on the White-labelled Platform for the purposes of obtaining Credit Services from Lenders;
SME Plus Model	means a model that allows Aggregators act as Borrowers on the Platform for the purposes of obtaining Credit Services from Lenders and using the White-labelled Platform to manage the on-lending to Aggregator Customers;

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User(s) means a Lender, Borrower, Aggregator or any one of them;

White-labelled Platform means a version Platform branded as a product of an Aggregator and accessible through Aggregator's platform.

1. WHO DOES THIS TERMS OF USE APPLY TO?

These Terms apply to Borrowers as defined above. To be clear, these Terms also apply to Aggregators who act as Borrowers using the Aggregator Model or the SME Plus Model.

2. FIG FINANCE SERVICES

2.1. We operate a digital lending marketplace through our Platform to facilitate Borrowers' or Aggregators applications for Credit Services to a select group of Lenders already onboarded on our Platform which may be vital to the needs of their business. 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.

2.2. Fig Finance also operates the infrastructure that allows Aggregators who double as Borrowers to offer and manage financial services offered to their customers .

2.3. 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.

2.4. Depending on how you are connected with us, Fig Finance will be entitled to certain Fees as described in [Paragraph 8](#) If a Borrower and a Lender enter into a contract as a result of our Credit Service. Where a Borrower is linked to Our Platform through an Aggregator for the provision of Credit Services for the benefit of such Aggregator, Fig Finance we will be entitled to the Fee as described in [Paragraph 8](#)

2.5. 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. The Service can only be used in accordance with these Terms. If you do not agree to these Terms, you may not use the Service.

3. GENERAL TERMS

By using the Platform or Credit Services, you represent and warrant that (a) any and all information you submit are and shall at all material time remain true and accurate; (b) the Authorised User is of a legal age i.e. not less than 18 years and capable of entering into a binding contract; (c) your use of the Platform does not violate any applicable law or regulation or any obligation to which you are otherwise bound; and (d) your use of the Platform or Credit Service is for a bona fide business purpose. (e) you intend for these Terms to serve as a binding contract between the Company and any other User with which you deal on the Platform.

Please note that we are not a government agency, government organisation, financial institution, fund provider or other form of financial intermediary. We are a technology company providing a marketplace where small and medium scale enterprises can access credit and other financial products

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provided by Lenders who are also users of the Platform. We receive Fees for enabling matching between the parties.

Personal borrowing or other credit services are not provided through our Platform, and individuals acting as consumers (and not as sole traders) are not allowed to use the Service.

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 1](#) (“Service”).

4. LENDERS’ LOAN OFFERS

We do not guarantee that onboarding onto our Platform and placing a request for our Credit Services will guarantee you a credit offer. Lenders may at their sole discretion develop approval standards or conditions that you may be subject to. Likewise, we do not guarantee that the interest rates offered by Lenders include the lowest rates available in the market, you may find lower rates from other providers, or channels. A Lender’s Conditional Loan Offer may be subject to market conditions, approval, and qualification. The rates and fees actually provided by Lenders may be higher or lower depending on your complete credit profile, collateral/property considerations (if applicable) including but not limited to location, equity and value and income/asset consideration including but not limited to loan value and debt to income ratios.

Nothing contained herein shall constitute an offer or promise for a credit commitment or interest rate lock-in agreement. All activities and bids on the Platform are transacted on full arm’s length basis between a willing Lender and a willing Borrower subject always to the Platform Policies.

If you agree to terms with any Lender with whom you are matched on our Platform, you will be responsible for paying for any closing costs associated with your credit (such as settlement services, credit processing, underwriting, or funding fees at closing.)

By clicking on any button indicating an acceptance or by e-signing a Conditional Loan Offer or a Final Loan Offer you understand that you are consenting, acknowledging and agreeing to the stated terms and conditions of that offer. You are also indicating that you are consenting, acknowledging, and agreeing to receive notices, disclosures and other communications in electronic form (either by email or via the Internet) as it relates to that offer.

For information provided directly to Lenders, you should know that such Lender is responsible for the security and privacy of such information. We encourage you to review all Lenders terms of services, privacy policies, disclosures, and other information and agreements prior to making a disclosure of your information to the Lender.

5. YOUR RELATIONSHIP WITH US

The relationship between Fig Finance and the Borrower is primarily that of a service provider. A Borrower is a business entity seeking Credit Services on the Platform. Fig Finance operates the infrastructure that enables the Borrower who is registered and on-boarded on the Platform to make applications for credit to a pool of willing Lenders and shop for the most favourable terms, it also operates the infrastructure that allows Aggregators who double as Borrowers to offer and manage financial services offered to their customers.

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None of the information provided on the Platform constitutes financial advice or investment recommendation. Nothing on our Platform constitutes any offer, recommendation, or incitement to conclude any contracts for financial services or products.

No attorney-client or other professional privilege is created between you and Company. You have been fully informed of the Credit 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 Credit Services.

Please note that you may seek and obtain independent professional advice regarding credits and financial services from a professional business consultant, lawyers, financial institution, or other financial advisers.

6. REGISTERING ON OUR PLATFORM

Depending on the model you choose to employ in interacting with Us, Your registration process may look a bit different. If you are an Aggregator Customer using our SME Model, the Aggregator that links you to Our Platform may enforce the below requirements through that Aggregators platform. If you are an Aggregator using the Aggregator Model or SME Plus Model please read the below carefully:

6.1. Eligibility of Borrower

To use our Credit Services as a Borrower you will need to satisfy the following:

- a. you have all necessary consents and regulatory approvals to use the Credit Service; and
- b. you are a validly registered entity in the jurisdiction you operate from either as a
 - i. a business name which may be a sole proprietorship or partnership
 - ii. a limited liability partnership with two or more partners;
 - iii. or a limited liability company.
- c. Accept to be bound by all applicable Platform Policies;
- d. Must be and continue to operate as a going concern

Borrower warrants that:

- a. the legal status notified on registration is correct as at the date of registration of the Borrower; and
- b. if a Borrower's legal status changes following registration as a Borrower (for example from a business name to a limited liability company), the Borrower will notify us as soon as reasonably practicable of this change at support@figfinance.com

1.2. Additional Eligibility Requirements

In addition to the eligibility criteria set out in these Terms, Borrowers acknowledge that:

- a. there may be additional eligibility criteria for Credit Services offered by particular Lenders. Lenders will be solely responsible for making Borrowers aware of these criteria; and

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- b. Fig Finance may, from time to time, apply additional eligibility criteria where required by applicable law or business requirements. Fig Finance will notify Borrowers via the Platform and/or by email if any eligibility requirements change.

1.3. Ceasing to be an Eligible User

If you cease to be eligible to be a User, you must inform us as soon as reasonably practicable by emailing us at support@figfinance.com. If that happens, or if we independently become aware that you are no longer eligible to be a User, your Account will be suspended or terminated at our discretion. If you later become eligible to use our Platform again and supply us with sufficient information to verify your eligibility to use the Platform, we may, on request and in our discretion, reactivate your account.

1.4. Registration Process

In order to register as a Borrower, you will need to:

- a. complete the applicable registration page to create an Account on the Platform;
- b. provide all mandatory information required to complete onboarding;
- c. If you do not supply all of the mandatory information that we request via the Platform, we cannot provide the Credit Service to you. Once you have provided all required information and set up your Account, your Account will be activated and will remain active until it is suspended or terminated in accordance with these Terms.
- d. Once you have registered for the Service, we may contact you and/or third parties to verify the information and/or provide us with further information to support your application (for example where required by applicable law).

A User's registration to use the Service is strictly personal to that User and cannot be assigned to any third party.

1.5. Our Right to Disable your Account

In addition to our other rights under these Terms, we reserve the right in our discretion to disable an Account at any time if, in our opinion: (i) you have failed to comply with any provision of these Terms; (ii) if any details you provide for the purposes of registering as a User are false or incorrect; or (iii) if we think it is necessary to protect other Users and/or the security or the operation of the Platform.

1.6. Authorized Users

Your registration form will need to identify and register one or more individuals who will act as your Authorized User. If you are a sole trader, you will be the Authorized User. You warrant that the individual(s) will have the necessary authority to act on your behalf and bind you in performing all your obligations as a User for the purposes of using the Platform and our Credit Service at all times, and that you will not permit any individual who does not have such authority to use the Platform or Service on your behalf. If an Authorised User leaves your organisation or is otherwise no longer authorised to access and use the Credit Service on your behalf, you must: (i) de-register the applicable Authorised User; (ii) designate a replacement Authorised User; and (iii) provide all mandatory information regarding the replacement Authorised User, by emailing us at support@figfinance.com

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1.7. KYC Requirements

By registering on the Platform, You agree to provide all the necessary information to enable Fig Finance to conduct its KYC pre-qualification assessment in accordance with the SOP and to provide such other periodic information as may be required to revalidate your identity, membership or conduct periodic credit checks on Users of the platform. You agree that information provided to Fig Finance may be made available to other Users on request.

As a Borrower using the Platform, you agree to provide true, accurate, current and complete application information. Fig Finance is not responsible for any service-related issues arising from your failure to provide true, accurate, current and complete application information. Fig Finance also reserves the right to terminate your account if it realises that you have provided any incorrect or incomplete information or breached any term in this Terms.

2. USING THE PLATFORM

2.1. Credit Application

To make a credit application on the Platform, you will be required to:

- a. complete and submit the credit application form on the Platform;
- b. submit any additional Borrower information requested on the application form.

By submitting the above information, you agree and acknowledge that Lenders or third parties may conduct searches of publicly available information such as your corporate status and may rely on the credit information provided by the Aggregators to evaluate your application for a credit.

2.2. Matching with Lenders

Once a Borrower has submitted the credit application form and all accompanying information required, our matching algorithm will:

- a. Analyse the Borrower information and the Borrower's credit application; and
- b. match the Borrower with one or more Lenders who offer one or more of the requested financial and credit services.

If a Borrower has been matched with one or more Lenders, we will then present the Borrower's credit application and the information about the Borrower supplied to support credit application to each of those Lenders by email and/or via the Lender's dashboard on the Platform

Interested Lenders review Borrower's application and independent credit data available on the Platform and conduct first level credit appraisal. If interested in offering credit to the Borrower, Lender shall issue a preliminary offer to the Borrower.

2.3. Conditional Loan Offer

Upon considering the Borrower's credit application, the Lender initiates a connection with the prospective Borrower by giving a Conditional Loan Offer which the Borrower may or may not accept, the Borrower is not under any obligation to accept an Offer from the Lender, likewise the Lender is not under any obligation to offer credit to Borrower whose application is not accepted.

A Borrower may receive Conditional Loan Offer from multiple Lenders and shall be at liberty to determine/select its preferred Lender.

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Where Borrower accepts Conditional Loan Offer, it is required to meet all conditions prescribed in its preliminary offer (including the requirement to upload additional credit information/supporting documents)

2.4. Final Loan Offer

After a preliminary offer, a Borrower is required to meet all conditions prescribed in the preliminary offer before a final offer can be issued to such Borrower. Where the Borrower does not have a pre-existing Platform Wallet, the Borrower a Borrower may be required (as a precondition) to create one The Platform Wallet will be used to fund the credit request.

Lender shall at its discretion conduct standard credit appraisal and Borrower KYC in line with its Standard Operating Procedures and at all times according to the ambit of applicable law.

If the Lender is satisfied that the Borrower has met all its requirements it shall issue a Final Loan Offer to Borrower. All final offers shall carry a 10-day validity period.

Once selected Parties shall either sign Fig Finance auto-generated lending agreements or the Lender may upload a customised loan agreement for the Borrower to sign.

2.5. Disbursement of Credit

Upon the execution of the Final Loan Offer, the Lender shall within 7 days or less, disburse the credit to the Borrower's Bank Account maintained with the Lender Bank or into the Borrower's Platform Wallet *[see more on platform wallet here]*.

2.6. Credit Repayment

The Borrower repays the credit within the stipulated time and in the manner detailed in Final Loan Agreement into the Borrower's Bank Account or Platform Wallet where Lender disbursed Credit. The Lender has a right to sweep the repayment amount on every due date in accordance with the provisions of the Final Loan Agreement. The Borrower has an obligation to ensure that the repayment amount is available in the Borrower's Bank Account or Platform Wallet at every repayment cycle

You are solely responsible for your interactions with other Users via the Platform. Fig Finance reserves the right, but is not obliged, to monitor actions and disputes between you and other Users via the Platform.

You understand that Fig Finance is not a Party to a Final Loan Agreement and that all Users on the Platform contract with other Users of their free will and on an arm's length basis. Performance of all contractual obligations remain the duty and responsibility of the Users.

3. PLATFORM WALLET

Fig Finance has integrated a digital wallet into its Platform to simplify payment. Loans obtained on the Platform are received into the Platform Wallet and servicing of those loans on repayment dates are done through the Platform Wallet. The Platform Wallet may be provided by a third-party service provider. Fig Finance shall not be responsible for the information provided to the wallet provider and disclaims any liability thereof.

4. FEES

4.1. Loan Transaction Fees

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In all models, we charge fees for the Credit Services provided on this Platform; The fees are clearly detailed on the Platform. By using the Platform, you agree that the fees are acceptable, and you are satisfied with the fees before you use the Platform. By agreeing to these Terms and upon going ahead to use our Credit Services you irrevocably give Fig Finance the right to deduct our Transaction Fees from your Platform Wallet for the full value of the fees. Fig Finance does this through a pre-signed direct debit order authorising Fig Finance to do so. Fig Finance will require your full cooperation with regards to the direct debit order otherwise you may not use the Platform or Credit Service. You can only proceed to make withdrawal from your Borrower's Bank Account or Platform Wallet after transaction fees has been deducted.

4.2. Service Fee

Fig Finance will be entitled to a transaction fee as well as a service fee under the SME Model and the SME Plus Model. The service fee will be clearly detailed to the Borrower.

5. 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 same is required as evidence to prosecute a legal claim against a defaulting counterparty. Where such party does not have access to download such information from the Platform.

6. INTELLECTUAL PROPERTY

Fig Finance owns the Platform and has proprietary rights/licence to all the materials provided on this Platform or Credit Services, including all worldwide intellectual property rights in the Property or Credit 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 Credit Services or any content appearing in the Platform or Credit Services. You will not remove, alter, or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform or Credit 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. Unauthorised 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 Credit Services; (b) circumvent, disable, or otherwise interfere with security-related features of the Platform or Credit 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 Credit Services; or (d) harvest, collect or mine information about Users of the Platform or Credit Services.

7. CREDIT WORTHINESS REVIEW

Where you are using the White-labelled, Fig Finance will obtain credit information from such Aggregators in line with the Privacy Policy. By registering as a User on the Platform you agree to be ranked and to provide all information which may from time to time be required to facilitate your credit worthiness review as required. Fig Finance will also automatically obtain data coming from the Borrower's activities including data from the accounting and banking systems of the Borrower, this

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information will also be considered and transmitted to Lenders to show Borrower's credit worthiness. Fig Finance makes no representation regarding the accuracy of any published credit information and disclaims liability for the accuracy or otherwise of the same.

8. DEFAULT AND BLACKLISTING

Borrowers are expected to perform their repayment obligation to Lenders as and when due. In the event of default and in order to maintain the integrity of the Platform, Fig Finance may at its discretion downgrade the credit worthiness ranking of or delist entirely any defaulter on the Platform. Consistent defaulters will be ranked poorly and subsequently delisted from the Platform. Borrowers may be subject to any legal action the Lender chooses to employ to recover monies owed to it. Where legally required or at Fig Finance's discretion, Fig Finance will cooperate with law enforcement agencies and regulatory bodies in any investigation of alleged illegal activity on the services or default by a user on the platform.

Where you have accessed our Credit Services through an Aggregator and the Aggregator breaches any of its obligations under 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.

9. SUSPENSION AND TERMINATION OF ACCOUNTS

You may close your Account with us at any time by notifying us under [Paragraph 18](#)

We reserve the right to suspend or terminate your Account (and your right to use the Credit Service) at any time without prior notice and without liability to you if:

- a. we have reason to suspect that you are connected to unlawful or illegal activity, or an organisation prohibited by applicable law;
- b. we have been notified of any actual or threatened unauthorised use of your Account details or other actual or potential security breach or we otherwise suspect an unauthorised or fraudulent use of your Account;
- c. it becomes or might become illegal or in breach of applicable laws or regulations for us to continue to allow you to use the Service;
- d. you breach or we have reason to suspect that you have breached these Terms, or you no longer meet the criteria for registration set out in these Terms;
- e. you suffer an insolvency event;
- f. we are required to do so under applicable law or are directed to do so by a court or other body of competent jurisdiction; or

9.2. All disclaimers, indemnities and exclusions in these Terms will survive termination of an Account or these Terms for any reason, as well any other provisions in these Terms that by their nature are intended to survive such termination.

10. 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 Credit Services, or the forms provided therein.

Your use of the Platform or Credit Services is at your sole discretion and risk. The Platform and Credit Services are provided on an "AS-IS" and "AS AVAILABLE" basis without warranties of any

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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 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.

11. 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.

12. 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 Credit 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

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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 Credit 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.

13. 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.

14. 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

15. 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 or the Application 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 authorises you to act on behalf of Company. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between Company and you pertaining to the subject matter hereof, and any and all other agreements existing between the Company and Borrower relating thereto are hereby cancelled. 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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