

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

Please read these Terms and Conditions (The “Terms” or “T&C”) carefully. This T&C applies to all the services, products, and benefits (“Services”), which you may offer as a Lender on 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 and/or Services (hereinafter referred to as “You”). If you do not agree to the Terms and other Platform Policies, you should not continue your Sign Up and Onboarding process, discontinue your use of and exit our Platform.

We may revise the Terms at any time without notice. All updates to the Terms will however be posted on this page. You agree to be 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 Agreement, the capitalized terms listed below shall have the following meanings:

|                               |   |
|-------------------------------|---|
| <b>Account</b>                | means the Borrower’s account on the Platform used to interact with the Services;  |
| <b>Aggregator</b>             | 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; |
| <b>Authorized User</b>        | means a representative of the Borrower, duly authorized to act in that capacity and to interact with the Platform on behalf of the Borrower;  |
| <b>Borrowers</b>              | means any user of the Platform who desires to receive Services from Lenders via the Platform;   |
| <b>Borrowers Bank Account</b> | means the Borrower’s bank account opened and maintained by the Lender for the funding of credit requests and servicing of repayment obligations;  |

## LENDER'S TERMS OF USE V217012023

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|--|---|
| <b>Conditional Loan Offers</b>               | 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; |
| <b>Final Loan Offer</b>                      | means the final loan offer generated between a prospective Lender and Borrower stating the final settled terms of the credit application;                                       |
| <b>Lenders</b>                               | means any user of the Platform who desires to give Services to Borrowers;   |
| <b>Platform</b>                              | means <a href="https://www.figfinance.io/">https://www.figfinance.io/</a> and the corresponding mobile platform operated by Fig Finance;  |
| <b>Platform Fee/Platform Maintenance Fee</b> | means the fee chargeable by Fig Finance for the provision of the Services;  |
| <b>Platform Policies</b>                     | means this Terms of Use, the Privacy Policy, and any policy accessible on the Platform and binding on its Users;  |
| <b>Platform Wallet</b>                       | means a digital wallet service integrated into the Platform used for the funding of credit request and servicing of repayment obligations;                                      |
| <b>User(s)</b>                               | means a Lender, Borrower, Aggregator or any one of them;  |

### 1. FIG FINANCE SERVICES

- 1.1. We operate a digital lending marketplace on our Platform that facilitates various range of activities to ease Lender's lending which includes access to a wide range of aggregated borrowers, loan origination, loan management system and such other services as may be made available on the Platform from time to time ("Services"). We do not provide lending, financial, legal, or other professional advice to Users of our Platform other than advice on the technical use of the Platform.
- 1.2. Fig Finance is neither a lender, a borrower, nor an Aggregator. 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 make any representations or warranties relating to any

agreement entered into between Users, or in respect of the parties thereto.

- 1.3. Fig Finance will be entitled to a Platform Fee as described in Paragraph 9 If a Borrower and a Lender enter into a contract as a result of our Service. Where a Borrower is linked to Our Platform through an Aggregator for the provision of Services for the benefit of such Aggregator, Fig Finance we will be entitled to the commission as described in Paragraph 9
- 1.4.
- 1.5. 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.

## 2. GENERAL TERMS

By using the Platform or 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) that the Authorized User or all other Authorized Users is the authorized representative of the Lender (c) that no authorized user suffers from or is subject to any legal disability restricting, suspending or totally nullifying the Authorized User's act from being binding on the Lender; (d) that you are duly authorized to offer lending services in line Applicable Laws in your jurisdiction, your activity on the Platform shall not constitute a breach of any such law and that you are not under any restriction affecting the Services you shall be offering; (e) your use of the Platform does not violate any applicable law or regulation or any obligation to which you are otherwise bound; and (f) your use of the Platform or Service is for a bona fide business purpose; (g) you intend for these Terms to serve as a binding contract between the Company and any other User with whom you deal on the Platform.

Please note that we are not a government agency, government organization, financial institution, fund provider or other form of financial intermediary. We are a technology company providing a marketplace where Institutional Lenders and High Net-worth Individuals can have easy access to a pool of Credit Seekers who are also Users of the Platform coupled with an efficient system to monitor Credit Standing We receive a Platform Fee for the service we provide.

Lender shall not advance Credit to Individuals as personal borrowing or other credit services are not allowed on our Platform; individuals acting as consumers (and not as sole traders) are not allowed to use the Service.

We may at any time, without notice, add, alter, remove, or suspend existing or additional projects, product or features on the Platform.

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").

## 3. CAPACITY AND APPLICATION

The application of any of our Platform policy and terms of use is determined by the capacity in which a User is acting. Where a Lender Acts as a Borrower or an Aggregator, the Terms of Use applicable to Borrowers and Aggregator shall be binding on such Lender.

#### 4. BORROWER'S LOAN APPLICATION

We do not guarantee that by accepting these Terms and Conditions and getting onboarded onto our Platform you will be automatically or unfailingly matched with a Borrower. Borrower's loan application is solely at the discretion of borrowers. We reserve the right to decide the mechanism of matchmaking between Borrowers and Lenders across their respective pools. Borrowers shall make application on the Platform for Credit by providing basic information such as the credit amount, collateral, term etc and such application shall be sent generally into the Marketplace and made available to eligible Lenders. You may consider any Credit Application available on the Marketplace and signify interest in fulfilling such application. You may develop approval standards or conditions that Borrowers may be subject to before an agreement may be reached to disburse Credit.

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.

All activities and bids on the Platform are transacted on full arm's length basis between a willing Borrower and a willing Lender subject always to the Platform Policies.

Where occasion necessitates physical meeting such as for ascertainment and valuation of Borrower's collateral, all bills, costs, and expenses incurred shall be settled by the Lender. We are not privy to any lending or collateral valuation contract between you and other Users of the Platform.

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 agreeing to have read understood, and therefore acknowledge and agree 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.

You are responsible for all User's information, confidential or otherwise, made available to you as a result of your use of the Platform and undertake to protect such data in line with all laws applicable to data protection and management in your jurisdiction.

For information provided directly to Borrowers, such Borrower is responsible for the security and privacy of such information. We encourage you to seek independent legal advice where required and review all Applications for Credit, Agreements, and any addition loan origination document from Borrowers thoroughly.

## 5. YOUR RELATIONSHIP WITH US

The relationship between Fig Finance and the Lender is primarily that of a service provider. A Lender is an institution or qualified lender seeking to offer Credit to borrowers on the Platform. What we provide is the infrastructure that enables Lenders, registered and onboarded onto the Platform, receive different Credit Applications from various borrowers for consideration, as well as a keep track and manage the Credit system.

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

We neither offer lending services nor do we empower you with the authority to carry out lending business. By offering your Services on the Platform you are representing yourself as qualified to offer such lending services and acting in line with the applicable laws in your jurisdiction.

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.

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

### 6.1. Eligibility of Lender

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

- a. You have all necessary consents and regulatory approvals to use the Service.
- b. you are a validly registered entity in the jurisdiction you operate from either as a
  - i. Bank or Financial Institution authorized to undertake lending business,
  - ii. A Moneylender in accordance with the applicable law.
  - iii. A High Net-worth Individual according to law and under no legal disability to undertake lending business.
- c. Accept to be bound by all applicable Platform Policies.
- d. Must be and continue to operate as a going concern.

You warrant that:

- a. You are fully abreast of and will ensure compliance with all applicable Anti-Money Laundering laws.
- b. the legal status notified on registration is correct as at the date of your registration; and
- c. if your legal status changes following registration as a Lender (for example from a business name to a limited liability company), or lender's authority and licence to

undertake money lending business is restricted or revoked, the Lender will notify us as soon as reasonably practicable of this change at [support@figfinance.com](mailto:support@figfinance.com)

### 1.2. Additional Eligibility Requirements

In addition to the eligibility criteria set out in these Terms, Lenders acknowledge that Fig Finance may, from time to time, apply additional eligibility criteria where required by applicable law or business requirements. Fig Finance will notify Lenders 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](mailto: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 at our discretion, reactivate your account.

### 1.4. Registration Process

To register as a Lender, 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. complete the KYC/KYP process by providing all required information to the Company.
- d. If you do not supply all the mandatory information that we request via the Platform, we cannot provide the 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.
- e. 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).

We may at any time after your complete registration and onboarding require additional information in compliance with the law or in furtherance of our Services.

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) may designate a replacement Authorised User; and (iii) where a replacement authorized User is designated, provide all mandatory information regarding the replacement Authorised User, by emailing us at [support@figfinance.com](mailto:support@figfinance.com)

#### 1.7. KYC/KYP Requirements

By registering on the Platform, You agree to provide all necessary information to enable Fig Finance conduct its KYC/KYP 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 Lender 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 realizes that you have provided any incorrect or incomplete information or breached any term in this Terms.

## **2. USING THE PLATFORM**

#### 2.1. Borrower Credit Application

To make a credit application on the Platform, Borrower shall:

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

#### 2.2. Matching with Lenders

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

- a. Analyze 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.

You will not be able do ascertain the identity of the prospective Borrower until you have agreed to consider the Credit Application and jointly sign a Non-Disclosure Agreement to the effect that you shall not disclose all confidential information obtained by you in relation to or as a consequence of the credit application process and general loan origination. A breach of

the Non-Disclosure Agreement may give rise to legal action directly against you, your holding company, agent, or representative.

You may then proceed to 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, you may issue a preliminary/conditional offer to the Borrower.

### 2.3. Conditional Loan Offer

Upon considering the Borrower's credit application, you may initiate 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 any Offer from the Lender, likewise the Lender is not under any obligation to offer credit to Borrower whose application is not accepted.

You may make a Conditional Loan offer to multiple Lenders at the same time. A Borrower may also receive Conditional Loan Offer from multiple Lenders and shall be at liberty to determine/select its preferred Lender.

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 bank account with Lender's bank, you may require (as a precondition) that the prospective Borrower create one with Lender's Bank ("Borrowers Bank Account"). Disbursement of Credit shall be made into the Borrower's Bank Account.

You may, at your own discretion, conduct standard credit appraisal and Borrower KYC in line with your Standard Operating Procedures and at all times according to the ambit of applicable law.

If you are satisfied that the Borrower has met all its requirements, you may 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 customized loan agreement for the Borrower to sign, we reserve the right to, where necessary, reject the upload of or delete offers that we discover to be against Platform Policies.

### 2.5. Disbursement of Credit

Upon the execution of the Final Loan Offer, you shall within **1** days, disburse the credit to the Borrower's Bank Account maintained with the Lender Bank or into the Borrower's Platform Wallet

### 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. You may 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 reserve 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. You may decide to disburse credit via the Platform Wallet or via Borrowers Bank Account. The Platform Wallet is 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. PLATFORM FEES

You agree to cooperate with Fig Finance to ensure prompt receipt and payment of fees and charges accruing to the platform either from you or any Borrower. We charge fees for the 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 Services you irrevocably give Fig Finance the right to deduct our Platform Fees from your Borrowers Bank Account or Platform Wallet for the full value of the fees.

Fig Finance does this through a pre-signed direct debit order to the Bank where account is domiciled. Fig Finance will require, and you agree to give your full co-operation with regards to the direct debit order otherwise you may not use the Platform or Credit Service.

Disbursed Credit shall only be available to the Borrower once the Platform fee has been deducted.

Where Fig Finance gives, makes available, or provides access to its software or API such that you are able to make use of the software or API for various automation including loan origination, management, participants aggregation or any other service Fig Finance may offer from time to time, you shall pay a monthly Platform Maintenance Fee of three thousand (3,000) naira in respect of each Active Credit Line.

We reserve the right to revise or review our fees, service charges, Platform Maintenance Fee and any other charges associated with the use of our platform upwards or downwards.

### 5. NON-CIRCUMVENTION

- 5.1. You agree not to usurp, pretend to, hold out or represent yourself as offering the Platform's services. Unless expressly authorised, your shall make no attempt to distort, obfuscate or misrepresent

the relationship between you and Fig Finance to third party or User of the Platform.

- 5.2. You agree not to, directly or indirectly, on your own behalf or in the service or on behalf of others, in any capacity, solicit the patronage of any Borrower for any business or product which is similar to, closely related to, or which is a service available to or being provided on the Platform.
- 5.3. You agree that in case of breach of any term of this agreement, or any other agreement between you and Fig Finance. Fig Finance shall be entitled to exercise the right to migrate and fully onboard all users of the platform, aggregated by or through you, directly onto Fig Finance's platform. You agree to provide all necessary support to Fig Finance for the smooth and successful transition of Users to Fig Finance's Platform.
- 5.4. You shall not undertake any general solicitations such as mass mailing, mass phone calling or messaging, media, or otherwise particularly targeted at Borrowers, Aggregator or any other User of the Platform or generally targeted at a group of recipients which shall include any Borrowers with which the Lender has become aware of via the Platform where such solicitation relates to the Services.

## 6. 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.

## 7. 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.

#### 8. DEFAULT AND BLACKLISTING

Lenders are expected to make disbursement according to the Credit Agreement to Borrowers 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 suspend or delist entirely any defaulter on the Platform. A Defaulting Lender in breach of the Credit Agreement may also be subject to legal actions.

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.

#### 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 organization prohibited by applicable law;
- b. we have been notified of any actual or threatened unauthorized use of your Account details or other actual or potential security breach or we otherwise suspect an unauthorized 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.** The termination or suspension of your account will not relieve you from the obligation to pay any outstanding commission you owe to the Company.

**9.3.** 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 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 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 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**

**11.1.** 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 ACCURES, OTHERWISE – SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**11.2.** WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY OR FAILURE IN PERFORMING ANY OF OUR OBLIGATIONS UNDER THESE TERMS IF SUCH DELAY OR FAILURE IS CAUSED BY:

- a. CIRCUMSTANCES OUTSIDE OUR REASONABLE CONTROL (INCLUDING ANY DELAY CAUSED BY ANY USER OR THIRD PARTY, AND ANY FAILURE OF THE INTERNET OR AN INTERNET CONNECTION);
- b. ANY FAILURE, ERROR, ESSENTIAL MAINTENANCE, CRITICAL CHANGE, REPAIRS OR ALTERATION OF ANY COMPUTER SYSTEMS, COMMUNICATION SYSTEM OR TRANSMISSION LINK UNDER THIRD PARTY CONTROL.

## 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 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.

## 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, 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](mailto:support@figfinance.io) or call us at [] or 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

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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. 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 canceled. 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.

Last updated: []/ []/2022

DEAL HQ DRAFT