

Terms and Conditions

KayaCredit is a loans marketplace that connects potential borrowers with registered and formal financial institutions; and is an end-to-end enterprise solution for financing companies - from loans origination, to disbursement and collection of loans.

“**Terms**” used in this document refers to the whole of this “Terms and Conditions” including its subsequent amendments or revisions.

“**Company**” refers to Ayannah Business Solutions, Inc. (Ayannah), which owns KayaCredit, and Ayannah’s affiliates and subsidiaries.

“**Services**” means the Features and Functionalities of the KayaCredit Platform, Alternative Credit Scoring Engine and Website including all associated platforms linked therefrom, server and database, as well as all material, information, content, application and functionality available in and through them. Such Services include, but are not limited to, the KayaCredit Account, KayaCredit Profile, KayaCredit Application and the KayaCredit Score.

“**User Content**” refers to any content provided, generated or uploaded by a Customer of the Services, which includes photographs, scanned documents or other multimedia files, documents, personal information, or anything else that can be stored electronically.

“**Lender Content**” refers to any content provided by KayaCredit Partner Lenders displayed and offered in the KayaCredit Platform, which includes, but are not limited to, Interest Rates, Loan Packages, Monthly Amortization, Amortization Schedule, Loan Application Progress, Payment Progress, Loan Balance, Loan Promos, and other content related to the loan products of the KayaCredit Partner Lenders.

“**Customer**” refers to you as a user of the Services, and includes your agents, assigns, or successors, as well as your parents or legal guardians, as the case may be, for those below the age of majority.

By accessing and using KayaCredit and its Services, the Customer agrees to have read and understood the following Terms.

1. Use of the KayaCredit Service constitutes the express consent and conformity of the Customer to these Terms and Conditions, without reservations.
2. Customer acknowledges that the KayaCredit Account and KayaCredit Profile are necessary to carry out the Services.
3. Customer accepts that in order to make use of KayaCredit Services, he/she must first create a KayaCredit Account and consequently fulfill all information requested in the KayaCredit Profile.

4. In creating an Account, Customer affirms that he/she is providing Company with all his/her Personal Information both for the creation of the Account and to enable availment of the Services on a purely voluntarily basis and he/she, with full knowledge and understanding of the same, consents to the use and processing thereof by Company for the purposes stated in these Terms and Conditions.
5. Customer confirms that all User Content entered in the KayaCredit Account, KayaCredit Profile, and the Loan Application is true and correct. Company will not be liable for any issues that may arise caused by false, incorrect, or invalid information, which the Customer has entered in his/her KayaCredit Account, KayaCredit Profile, and Loan Application. Customer holds Company, free and harmless, and shall indemnify Company, its affiliates and subsidiaries, and their directors, officers and/or employee against any and all claims, damages, actions, suits or other proceedings, and from any liabilities, costs, expenses (including legal fees), losses, and taxes arising from any party's reliance upon the accuracy and correctness of such provided information. Such indemnification shall be without prejudice to Company's right to see legal recourse against the Customer for the recovery of damages arising from such misinformation by the Customer.
6. Customer hereby allows Company to process the User Content provided by him/her in his/her KayaCredit Account, KayaCredit Profile, and/or Loan Application, to fulfill the present Services of KayaCredit, such as, but not limited to, Database Upkeep and Maintenance, Borrower Verification, Loan Application, Loan Monitoring and Credit Scoring.
7. Customer understands, consents and acknowledges that any enhancement, improvement, development, new feature and/or new functionality to the Services shall form part of the Services and as such shall likewise be covered by these Terms and Conditions, and any subsequent revisions or amendments to the same.
8. Customer expressly and unequivocally consents to Company keeping all of its supplied information in a database processed, operated and maintained by Company. Customer understands that the said database, and the contents thereof, is subject to the control and disposition of the Partner Lender. However, if the data was acquired by Company through the Customer's KayaCredit Account or through other products of Company, whether such data was acquired before or after Customer has availed of KayaCredit, this data shall be owned by Company and shall be the Personal Information Controller of such data in accordance with the said law.
9. Customer understands that by submitting a loan application, all User Content Customer entered in his/her KayaCredit Account, KayaCredit profile, and/or Loan Application are sent to the Partner Lender he/she applied to in order to process the loan application.

10. Customer accedes that Company may seek the consent of the Lender to use the User Content gathered to improve KayaCredit's current line of services, features, and functionalities.
11. Customer understands that any Lender Content displayed in KayaCredit is provided by the KayaCredit Partner Lender and not by Company. Any information regarding a Customer's loan application and loan status, whether approved, rejected, current, or in progress, are all provided by the respective bank/s the Customer applied to, and Company will not be liable or responsible for any false, inaccurate or incorrect Lender Content displayed in KayaCredit.

Moreover, Customer understands that KayaCredit does not warrant or guarantee approval of loans from the Partner Lender.

12. Customer understands and agrees that by using KayaCredit's Services, the Customer may receive service updates and/or messages, including SMS, E-mail, Push Notifications, and/or any data message transmission (the "Notifications"), informing him/her of enhancements, improvements, developments, features, functionalities, products, promotions, offers, advertisement and/or any other information relative to the Services of KayaCredit. Customer agrees to abide and be bound by the instructions and/or procedures of Company for such enhancements, improvements, developments, features, functionalities, products, promotions, offers, advertisement and/or any other information relative to the Services of KayaCredit. Customer shall have no claim, recourse or remedy against Company for any loss, damage and expense incurred arising from non-compliance with such instructions and/or procedures

Customer shall hold Company free and harmless from any loss or damage which he/she may incur or suffer directly or indirectly out of or in connection with the Notifications, due to any reason whatsoever including but not limited to breakdown or malfunction of the computer or device, its terminal connection lines, data processing system or transmission line.

Company shall in no way be liable to Customer for any action/s it takes in reliance to Notifications purporting to be from KayaCredit, but does not in fact emanate from KayaCredit or any official KayaCredit application or SMS Alert number.

13. Company makes no warranty that the functionality of the platform will be uninterrupted or error free, that defects will be corrected or that the platform or the server that makes it available are free of viruses or anything else which may be harmful or destructive.
14. We take the protection of your personal data seriously and we refer to our **Privacy Policy** for further information and details. Our Privacy Policy forms an important part of these Terms and Conditions.

15. These Terms and Conditions may be amended, modified, added, and deleted by Company from time to time. In such an event, the newer version of the Terms and Conditions shall supersede the old, and all rights and obligations including the attendant covenants previously undertaken by the Customer, in so far as they are not in conflict with the more recent version of the Terms and Conditions, shall be deemed to have carried over to the newer version.
16. The use of all User Content under these Terms and Conditions shall be in accordance with applicable laws of the Republic of the Philippines, and applicable rules and regulations of Government authorities, regulators, and agencies, including, but not limited Data Privacy and Anti Money Laundering laws such as R.A. No. 10173, R.A. No. 9160 as amended, and R.A. No. 10168.

