

## **Terms and Conditions for SeaBank Credit ("Terms and Conditions of Service")**

### **1. Introduction**

Welcome to the SeaBank Credit feature, product and/or service provided by SeaBank Philippines, Inc. (A Rural Bank) ("**SeaBank**") ("**Service**"). Please read these Terms and Conditions of Service carefully before using the Service so that You are aware of Your rights and obligations in connection with the Service. These Terms and Conditions of Service shall apply in addition to the SeaBank Digital Banking Terms of Service (<https://www.seabank.ph/terms-of-service>) ("**SeaBank DB Terms of Service**").

These Terms and Conditions of Service are the terms and conditions for using the SeaBank Platform for the purposes of the Service and the use of the Service itself. These Terms and Conditions of Service shall be deemed an agreement between you and SeaBank and gives rise to a legally binding relationship between You as the Borrower and SeaBank as the Lender. In this case, SeaBank acts as the Lender who may be providing the Credit Facility to the Borrower (as may be registered on the SeaBank Platform) through the Service. These Terms and Conditions of Service form an integral part of the Service Documents.

By using the Service, You agree to be legally bound by SeaBank and be subject to these Terms and Conditions of Service and the terms and conditions of the Loan Facility Agreement template ("**LFA Template**"). The LFA Template can be found here: [to insert link], and the terms and conditions in the LFA Template are deemed to be incorporated by reference in these Terms and Conditions of Service. Any reference to these Terms and Conditions of Service are deemed to include a reference to the LFA Template. Your agreement to the Terms and Conditions of Service and the LFA Template herein shall be in addition to Your agreement to each specific Loan Agreement for each drawdown (available via hyperlink on the SeaBank Platform when you make a drawdown).

You represent and warrant that: (a) You have read, understood and accepted these Terms and Conditions of Service and the terms and conditions of the LFA Template; (b) You are using this Service for Your own benefit (being the beneficial owner) and not for the benefit of others; and (c) You will be fully responsible for any use of the Service through Your SeaBank Credit or savings account on the SeaBank Platform. If You do not agree to these Terms and Conditions of Service or are not a beneficial owner in the use of the Service, please do not use the Service.

### **2. Definition**

Unless expressly stated otherwise in these Terms and Conditions of Service, the terms defined in these Terms and Conditions of Service have the following meanings:

- 2.1 "**Service Documents**" means the documents that shall bind the Borrower in relation to the use of the Credit Facility and the Service, including, but not limited to, the Loan Agreement, these Terms and Conditions of Service, the SeaBank DB Terms of Service, Privacy Statement, as well as other notices, policies, information or documents available from time to time on the SeaBank Platform.
- 2.2 "**Credit Facility**" means any financing facility(ies) under which a loan or loans may be made to You, which may be provided by SeaBank to You as a borrower using the Service, which shall be subject to the terms and conditions set forth herein and in the relevant Loan Agreement.
- 2.3 "**We**" or "**Us**" or "**Our**" means SeaBank.
- 2.4 "**Force Majeure**" means any event beyond Our control, including, but not limited to, natural disasters, pandemic, labor disputes, fires, floods, wars, riots, actions by the government, and all events which We could not have reasonably foreseen or for which no reasonable action could have been taken by Us to prevent its occurrence.

- 2.5 **"Content"** means the entire content of the SeaBank Platform and the Service, in whole or in all parts, including, but not limited to, information, design, images, sound, music, videos, writings, databases, photos, software, tariffs, fees, graphics, articles, any other information and the selection and arrangement thereof.
- 2.6 **"Service"** means the SeaBank Credit feature, product and/or service.
- 2.7 **"Credit Limit"** means the maximum credit limit that You may borrow under the SeaBank Credit Service. The amount of Credit Limit shall be determined at SeaBank's absolute discretion.
- 2.8 **"Customer"** means an individual registered with SeaBank and in the SeaBank Platform as a customer having a savings or other deposit account with SeaBank.
- 2.9 **"Lender"** means SeaBank in its role as lender who may provide a Credit Facility to a Customer.
- 2.10 **"Borrower"** or **"You"** means any user who applies for a Credit Facility through the Service, to be provided under the Loan Agreement.
- 2.11 **"Applicable Laws"** means all applicable laws, legislation, regulations, statutes, statutory instruments, regulations, edicts, by-laws, decisions, orders, issuances or directions or guidance from government or governmental agencies or any Regulators, whether local, national, international or otherwise existing from time to time, including Sanctions and, where applicable, the United States (US) Foreign Account Tax Compliance Act (**"FATCA"**). **"Sanctions"** means the economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Regulator. **"Regulator"** means any applicable governmental, regulatory or quasi-regulatory, administrative or taxation body, court or arbitrator, international authority or listing authority or exchange, including, but not limited to, the US Department of Treasury Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the Bangko Sentral ng Pilipinas, the Anti-Money Laundering Council of the Philippines or any authority that the Lender is accountable to.
- 2.12 **"Loan Agreement"** means the relevant loan facility agreement entered into by You with SeaBank for the granting of the Credit Facility along with its appendices and other documents related thereto (including, but not limited to, adjustments, changes or transfers permitted therein), which are all integral parts of the Loan Agreement.
- 2.13 **"SeaBank Platform"** is the platform operated by SeaBank, available at <https://seabank.ph/>, which may be accessible through desktop website, mobile website and/or iOS and Android-based application.
- 2.14 **"SeaBank"** has the meaning ascribed to such term in Article 1 of these Terms and Conditions of Service.
- 2.15 **"SeaBank Credit"** means a product, service and/or feature on the SeaBank Platform that enables eligible Customers to avail of a Credit Facility offered by SeaBank for general consumption purposes (**"Purpose of the Credit Facility"**) through the SeaBank Application and which is subject to the terms and conditions set forth in the Loan Agreement and in these Terms and Conditions of Service.
- 2.16 **"Personal Data"** has the meaning prescribed under the Applicable Laws on data protection or data privacy (collectively, **"Data Protection Laws"**), including, but not limited to, any data from which the identity of an individual is apparent or can be reasonably and directly ascertained, or when put together with other data would identify an individual and sensitive personal information or privileged information.

### 3. The use of the Service

- 3.1 You agree that You will only use the Service for the purpose of applying for one or more Credit Facility and receiving the Credit Facility. You likewise agree that all aggregate loan amounts under the Credit Facility shall not exceed the Credit Limit. You further agree that the proceeds of the Credit Facility from SeaBank will only be used in accordance with the Purpose of the Credit Facility.
- 3.2 To use the Service, You are required to register on the SeaBank Application and provide Personal Data, including, but not limited to, secondary contacts and their details, in accordance with the information required on the application page and as may be required by the Bank or the provisions of the Applicable Laws from time to time. You agree that Your Personal Data and any other Personal Data You disclose (including, but not limited to, the Personal Data of Your secondary contacts) (collectively, **"Other Personal Data"**) may be collected, received, processed, used and/or disclosed by and to SeaBank, its affiliates or collections agents (collectively, **"Recipients"**) for the purpose of giving effect to the Service Documents. Notwithstanding any other clause in this Service Documents, You consent to the use, disclosure and/or processing of Your Personal Data and the Other Personal Data as described in, in accordance with and/or incidental to each of the Recipients' privacy notices, privacy statements, privacy policies and/or any data sharing or other data privacy agreement among them, as these may be amended from time to time (collectively, **"Privacy Policies"**), including, but not limited to, SeaBank's privacy statement on the SeaBank Platform, as it may be amended from time to time. You represent and warrant that You have obtained from the data subjects of Other Personal Data the required consents under Data Protection Laws, including, but not limited to, the consent to the terms of this clause. For the avoidance of doubt, without limiting the generality of the foregoing, You represent, warrant and confirm that You have obtained the necessary consent, which are required under Applicable Laws, from Your listed secondary contacts or from the data subjects of any Other Personal Data for SeaBank, its affiliates or collections agents to collect, use, disclose and/or process their Personal Data for the purposes of Your use of the Service and as may be permitted in the Privacy Policies, including, but not limited to, the collection of overdue loans, fraud risk assessment and credit risk analysis.
- 3.3 In order to comply with the Applicable Laws or as deemed necessary by SeaBank, SeaBank's partners, SeaBank, agents, and/or third parties cooperating or who have agreements with SeaBank (collectively, **"Partners"**) have the right to carry out, customer due diligence, credit scoring, credit analysis and/or approvals, credit risk assessment, fraud risk analysis, checking on data correctness, identity verification, FATCA requirements (if any), "know your customer" (**"KYC"**), anti-money laundering (**"AML"**), counter terrorist financing (**"CTF"**), proliferation financing (**"PF"**) or other procedures and/or other measures to check Your eligibility as a prospective Borrower to obtain the Credit Facility and/or your ability to fulfill the repayment obligations of the Credit Facility (**"Eligibility Assessment Process"**).
- 3.4 You agree to cooperate and provide all information required by SeaBank and/or its Partners. Furthermore, You also agree, represent and warrant that you have authorized all institutions, companies, and individuals who SeaBank and/or its Partners may secure, to verify and confirm Your information or other related information in relation to the Eligibility Assessment Process and otherwise in relation to the Service Documents and that you have secured their consent for SeaBank and/or its Partners to contact them to seek, verify, and confirm Your or other related information. You hereby authorize SeaBank and any of its Partners to carry out such actions.
- 3.5 Subject to the terms of the Service Documents, You will only be granted the Credit Facility after SeaBank, and/or its Partners have carried out, the Eligibility Assessment Process and/or other necessary actions, process and procedures of SeaBank, including, but not limited to, Articles 3.3 and 3.4 above and after You have complied with all of SeaBank's requirements and agreed to the terms of these Terms and Conditions of Service and the terms and conditions of the LFA Template. Subject to the terms of the Service Documents, You will only be able to drawdown on the Credit Facility after You

have complied with all of SeaBank's requirements and agreed to the terms of the Loan Agreement. The decision of SeaBank in relation to the Eligibility Assessment Process, to grant or reject the application for Credit Facility or the request for a drawdown and/or other necessary actions is at the discretion of SeaBank itself and is absolute, final, and binding. In the event that SeaBank decides not to provide the Credit Facility or any drawdown to You, SeaBank shall have no obligation to provide details or reasons behind such action.

- 3.6 You hereby acknowledge and agree that any Credit Facility granted to you shall be uncommitted and that SeaBank has the sole discretion (which shall be absolute, final, and binding) in determining whether any Credit Facility is granted to you and/or any drawdown may be made under the Credit Facility, regardless of whether You have met and complied with all of SeaBank's requirements, policies and procedures, without any obligation to provide details or reasons behind its decision.
- 3.7 You hereby acknowledge and agree that the determination of the Credit Limit assigned to You and/or any amount under the Credit Facility or the amount of any drawdown is at the sole discretion of SeaBank and is absolute, final, and binding. For the avoidance of doubt, the Credit Limit is only a reference and this Credit Limit cannot be interpreted as a guarantee or promise from SeaBank to provide this amount of funds to You at any time. SeaBank reserves the right to adjust (including, but not limited to, cancel, terminate, reduce or otherwise amend) your Credit Limit and/or the Credit Facility at any time. SeaBank likewise reserves the right to terminate or amend these Terms and Conditions of Service and/or any Loan Agreement at its sole discretion (which shall be absolute, final, and binding).
- 3.8 The amounts or rates of interest, fees, charges, and costs in relation to the Credit Facility may be specified in the relevant Loan Agreement, SeaBank Platform, or otherwise made available to You by any other means (which shall constitute as notice to You). Upon receipt of each Credit Facility, You may be charged a fee for the use of the Service and/or other fees, charges, and costs as may be notified to You in accordance with this Article 3.8.
- 3.9 Without limiting the generality of, and without prejudice to, any right of SeaBank in applying, and any order of application of, payments under the Service Documents, You agree that any partial payment(s) of the amounts due on the Credit Facility and/or the Service Documents may be first applied to pay the fees, charges, costs and interest before application to pay the principal amount. Furthermore, in the event that the calculation of any amounts results in a decimal value, SeaBank may, at its discretion, round up those amounts (including, but not limited to, the nearest two decimal places).
- 3.10 You must repay the amounts due on the Credit Facility in accordance with the payment schedule or prior to the due date, and such repayments shall be to the account and in the mode of payment stated in the Loan Agreement. You agree that: (a) the early repayment or prepayment of any amounts due on the Credit Facility (on a partial or full basis) is permitted only under certain features of the SeaBank Application and may be subject to the review of SeaBank; (b) certain early repayments or prepayments may also be unavailable due to other reasons, such as systems limitations or otherwise; and (c) in case of such early repayment or prepayment, in respect of the loan (or the part thereof) that is being early repaid or prepaid, You shall make full payment on all outstanding amounts due and any outstanding fees, charges or costs, including, but not limited to, if any, losses, breakfunding costs and prepayment fees and administrative costs as may be required by SeaBank herein or as may be notified to You by SeaBank from time to time. In the event of any early repayment or prepayment of any amounts due on the Credit Facility (on a partial or full basis), You agree that, to the fullest extent permitted by Applicable Laws, at the sole discretion of SeaBank: (a) You may still be required to pay for, and SeaBank may retain, the entire interest (or any portion thereof) charged on the amounts due on the Credit Facility or drawdown (as if the Credit Facility or drawdown had been paid on the due date) as payment for SeaBank's prepayment fees and administrative costs; and (b) You may be required to go through a request, dispute or

other requirements, policies and procedures as may be determined by SeaBank, including, but not limited to, submitting such request or dispute via SeaBank's customer service, in order to obtain a refund of any excess interest payments.

- 3.11 Without limiting the generality of, and without prejudice to, the other rights and remedies which SeaBank may have (including, but not limited to, set-off and auto debit of any amounts owing by You to Us against any property, funds and other assets We are holding for You), You acknowledge that, in the case of any amounts due on the Credit Facility which are not repaid prior to the due date in accordance with the payment schedule, You agree that SeaBank may set-off and auto-debit the amounts owing from You against the balance in Your deposit account(s) with SeaBank on the due date ("**Auto-Repayment Feature**").
- 3.12 Without limiting the generality of, and without prejudice to, the other authorities of SeaBank, You hereby authorize SeaBank (in connection with the provision of the Credit Facility) and/or its Partners to take any other necessary or proper action in relation to providing the Service in accordance with or to enforce these Terms and Conditions of Service (including but not limited to, the implementation of the Auto-Repayment feature) and/or the Service Documents.
- 3.13 Without limiting the generality of, and without prejudice to, the other rights and remedies which SeaBank may have, You acknowledge and agree that SeaBank has the right to auto-debit, limit, restrict, suspend, or freeze any of your account(s) with SeaBank if You fail to pay any outstanding amounts due on the Credit Facility and/or the Service Documents.
- 3.14 You acknowledge and agree that, without limiting the generality of, and without prejudice to SeaBank's rights under Article 3.10, SeaBank has the right to collect any amounts due on the Credit Facility and/or the Service Documents and any other related charges from You, either through a Partner or other third party (including, but not limited to, third party debt collection agencies), through legal proceedings and/or the relevant Regulators to the extent permitted by Applicable Laws.
- 3.15 You acknowledge and agree that, any and all authorities granted to SeaBank in the Service Documents or otherwise shall be deemed coupled with an interest.

#### **4. Attention**

- 4.1 The Loan Agreement and the Service Documents are agreements between You and SeaBank, and You acknowledge and agree to bear the risks arising from such agreements.
- 4.2 Without limiting the generality, and without prejudice to, the consents You have provided in relation to Your Personal Data and secured in relation to Other Personal Data, to the fullest extent it is permitted under the prevailing Applicable Laws, SeaBank may access, obtain, store, manage and/or use Your Personal Data ("**Data Utilization**") on or in objects, electronic devices (including, but not limited to, smartphones or cellular phones), hardware or software, electronic documents, applications or electronic systems belonging to the Borrower or controlled by the Borrower.
- 4.3 Before using the Service and availing Yourself of any Credit Facility, You should consider Your financial capacity and information, the interest rate and other fees, charges and costs related to the Credit Facility and/or the Service Documents in assessing Your ability to meet Your payment obligations in respect of the Credit Facility and/or the Service Documents.
- 4.4 By using the Service and availing Yourself of a Credit Facility, You acknowledge that You have read and understood the information provided in these Terms and Conditions of Service and the Service Documents before making a decision to become a Borrower.

## **5. Borrower's Representations and Warranties**

You hereby represent and warrant to SeaBank, that for so long as You are applying or using the Service and/or are otherwise bound by any of the Service Documents:

- 5.1 You are at least twenty-one years old.
- 5.2 You are a natural person or individual who is a resident of the Philippines.
- 5.3 You have the legal capacity and have the legal authority to enter into binding agreements (including, but not limited to, with us) and is not prohibited or under any other legal impediment to doing so under Applicable Laws or under any other agreements.
- 5.4 You are legally capable, in accordance with Applicable Laws, of entering into and performing the obligations under the Service Documents and the transactions contemplated under the Service, and have obtained all approvals from third parties and consents, including, but not limited to, from the Regulator, as may be required by Applicable Laws, contract or otherwise, in order to enter into and perform the obligations under the Service Documents and the transactions contemplated under the Service.
- 5.5 All facts, data, documents and information that You provide to Us are true and accurate, and every matter and documents provided to Us in the form of photocopies or other copies are true and in accordance with the original.
- 5.6 No event of default has been, is or will occur under any other agreement to which You are a party (whether caused by being bound by the Service Documents and/or the Credit Facility, or for any other reason); and none of Your agreements with any other party becomes breached due to Your entry into and performance of the Service Documents and/or use of the Service.
- 5.7 No Applicable Laws, or other agreements and/or documents binding on You or binding on Your property are breached by the Service Documents and/or Your use of the Service and You are not in any dispute that may result in the invalidity of any of the Service Documents, affect the performance of the Loan Agreement and/or any Service Documents, affect Your financial or business circumstances, or may interfere with Your ability to perform Your obligations relating to the Service and/or the Service Documents.
- 5.8 You do not have arrears in any payment, including, but not limited to, taxes that could materially interfere with the smooth fulfillment of Your obligations to SeaBank or the exercise of the Lender's rights and/or remedies under the Loan Agreement and/or the Service Documents or have priority in payment over the Credit Facility.
- 5.9 You are not directly and/or indirectly involved with terrorism networks, crime organizations, money laundering syndicates, human trafficking syndicates, narcotics and drug cartels, illegal goods smuggling organizations and similar organizations at any level (including, but not limited to, national and international levels).
- 5.10 You will continuously comply with the Applicable Laws.
- 5.11 The entry into and performance of the Loan Agreement and the Service Documents by You do not conflict with any Applicable Laws, or any agreement and/or document binding on You or any of Your assets, and that You are not the subject of any dispute which might reasonably be expected to invalidate the Loan Agreement and/or any of the Service Documents; to have a materially adverse effect on the performance of the Loan Agreement and/or any of the Service Documents, Your financial condition or business; or impair Your ability to carry out Your obligations under the Loan Agreement and/or Service Documents.

- 5.12 You have read and understood, and have sought advice as You have considered necessary on the enforceability of, the provisions of the Loan Agreement, Service Documents and any part thereof.
- 5.13 You hereby warrant that each consent or signature (wet-ink, digital, electronic or otherwise) that You provide in the Loan Agreement, Service Documents and all documents relating to the Credit Facility, the SeaBank Application and/or otherwise relating to Loan Agreement or Service Documents and forming a part thereof is truly given by You. Therefore, You will not challenge the validity of Your consent or such signature in any court in the event of a dispute between You and SeaBank.

## **6. Data Protection and Confidentiality**

- 6.1 The protection and confidentiality of Your Personal Data is very important to Us. To further protect Your rights, We have provided a Privacy Statement on the use and processing of Your Personal Data and Other Personal Data, including, but not limited to, in relation to the Service on the SeaBank Platform.
- 6.2 You hereby agree that SeaBank and/or its Partners in the provision of or otherwise in relation to the Service, any of the Service Documents and the Credit Facility (including, but not limited to, debt collection activities) may collect, use, store, process, disclose, access, review, manage, transfer, and/or use information, data (including, but not limited to, Personal Data) and/or documents about You, whether obtained through You or through other sources in accordance with the Privacy Policies, Applicable Laws and the Service Documents.
- 6.3 SeaBank and/or its Partners in providing or otherwise in relation to the Service, any of the Service Documents and the Credit Facility (where applicable) agree to protect and maintain the confidentiality of all Your Personal Data, and not use such Personal Data for any purposes other than, as may be provided and in accordance with the Privacy Policies, Applicable Laws or with Your prior consent.
- 6.4 To provide the full functionality of the SeaBank Application for the purposes of providing the Service to You, SeaBank and/or its Partners may use cookies to identify Your computer or other device. The cookies used may record which part of the SeaBank Application You visit, as well as how long You visit the SeaBank Application. You have the right to refuse the use of cookies by configuring Your browsing web or device. You may also find more information on these cookies in the Privacy Policies.

## **7. Intellectual Property Rights**

- 7.1 All copyrights, patents, trademarks, and other intellectual property rights on the SeaBank Application ("**Intellectual Property Rights**") belong to SeaBank or, where applicable, belong to third parties identified in the SeaBank Application.
- 7.2 You are not allowed to use the Intellectual Property Rights without the written consent of the owner of the relevant Intellectual Property Rights.
- 7.3 Your use of the SeaBank Application is not considered as a grant of license or right to use any Intellectual Property Rights contained in the SeaBank Application.
- 7.4 By using the SeaBank Application and the Service, You agree to comply with all Applicable Laws relating to intellectual property rights.

## **8. Limitation of Liability**

You acknowledge and agree to the following:

- 8.1 SeaBank shall not be liable for the fulfillment of Your obligations towards third parties relating to the use of the Service, the SeaBank Application or otherwise in relation to the

Service Documents. You agree to indemnify, release and hold harmless SeaBank from any loss or liability whatsoever regarding any risks, indemnifications, costs, claims, fees, charges, liabilities, fines, penalties and/or interest resulting from or relating to Your use of the Service, the SeaBank Application or otherwise in relation to the Service Documents.

- 8.2 SeaBank has the full right to modify, change, repair, perform maintenance, delay, terminate all or any part of the SeaBank Application, Service, and the Content.
- 8.3 You are fully responsible for Your access to the SeaBank Application, including, but not limited to, for maintaining the availability of passwords, PINs, and security codes set by or provided to You and have taken the necessary measures for Your personal protection as well as the protection of data and information You provide while using the Service, including, but not limited to, protection against the risk of fraud and cybercrime, and You cannot claim from SeaBank any losses, damages or other amounts resulting from Your failure or negligence in maintaining such protection and confidentiality.

## **9. Other Disclaimers of Liability**

- 9.1 Without limiting the generality of, and without prejudice to, any other disclaimer of SeaBank's liability, and notwithstanding the provisions in the Service Documents, You agree to release SeaBank and Our shareholders, board of directors, subsidiaries, affiliates, agents, officers, and employees from any liability regarding any risks, indemnifications, costs, claims, fees, charges, liabilities, penalties, fines and/or interest resulting from or related to the following:
- (a) any failure to access, or delay or unavailability of access to, the SeaBank Application, Service and/or Content for any reason, including, but not limited to, any damage to systems, networks, servers, service connections, including due to, without limitation, viruses and other malware or for other reasons, and as a result of the maintenance of the SeaBank Application, Service and Content, unless directly and solely caused by the willful misconduct or gross negligence of SeaBank (as relevant);
  - (b) any changes, replacements, updates, terminations, deletions, modifications and maintenance of the SeaBank Application, the Service, and/or the Content, including, but not limited to, any features of the Service, the SeaBank Application, and/or the Content in beta version;
  - (c) any detrimental impact You experience as a result of accessing the SeaBank Application and the Service, including, but not limited to, any loss of profits, business interruption, and loss of business opportunities, where not directly and solely caused by the willful misconduct or gross negligence of SeaBank (as relevant);
  - (d) any delay or failure by SeaBank to fulfill its obligations under these Terms and Conditions of Service or elsewhere, where the same was directly or indirectly caused or attributed to Force Majeure;
  - (e) any claim raised by any third party in relation to their Personal Data provided by You to SeaBank and/or its Partners that are used in the Eligibility Assessment Process or otherwise in relation to the Service, the SeaBank;
  - (f) any losses suffered by third parties as a result of Your use of the Service, the SeaBank Application or otherwise in relation to the Service Documents; and
  - (g) Your breach of Your obligations under the Service Documents.

- 9.2 Any reference in, link or association of the SeaBank Platform to or with other websites or media ("**Other Platforms**") does not constitute any responsibility on SeaBank's part in relation to such Other Platforms. Other Platforms and Your access of the same are beyond the control and responsibility of SeaBank. We do not guarantee the content or availability of any other relevant Other Platforms. You agree to always refer to the terms and conditions on the relevant Other Platforms before You use the Other Platforms.

## 10. Waiver

No waiver of any rights of SeaBank shall apply unless made in writing and signed by SeaBank. Non-use by SeaBank of any rights granted by these Terms and Conditions of Service shall not be deemed a waiver of such right, or which prohibit the exercise or use of such right at any time or subsequent time.

## 11. Prohibited Uses

Without limiting the generality of, and without prejudice to, any other prohibitions on You, in using SeaBank Application and/or Service, You declare that You will not:

- 11.1 Use the SeaBank Application or the Service for any purpose that is considered as criminal, money laundering, proliferation financing, and terrorism funding, or in any way that violates the Service Documents and/or Applicable Laws (including, but not limited to, any Sanctions imposed by any Regulator in any jurisdiction where We operate in, including, but not limited to, any supranational organization);
- 11.2 Use or give a false identity; impersonate, use or give the identity of another person or party; or use an untrue identity, either regarding Yourself or Your relationship with another person or party or in relation to any Other Personal Data;
- 11.3 Use the information and data You receive in relation to the Service, the Service Documents and/or the SeaBank Application for purposes other than those specified in the Service Documents, including, without limitation, the Purpose of the Credit Facility;
- 11.4 Upload or in any way transmit material and/or data containing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or other harmful computer code, files, or programs designed to interrupt, affect, damage or limit the functionality of any computer software or hardware or telecommunications equipment, including, but not limited to, the SeaBank Application;
- 11.5 Post any Personal Data of any third party on the SeaBank Application which is not required by, SeaBank, does not have any relevance to the Service, Service Documents and/or SeaBank Application, and/or falsely representing such Personal Data as Yours or a person other than such third party, including, but not limited to, address, telephone number, email address, identity card or social security number and credit card number;
- 11.6 Access without authorization or hack any part of the SeaBank Application and/or obstruct, interfere, disable, overload or interfere with the proper work, Content, or display of the SeaBank Application;
- 11.7 Create a link from Your or some other platform to the SeaBank Application (in any way), without the prior written consent of SeaBank, which SeaBank may provide or refuse at SeaBank's sole discretion and, which if granted, the same shall be subject to SeaBank's requirements, policies and procedures; You are not allowed to create hot links to any Content or images without written permission from SeaBank first; or
- 11.8 Upload, promote, transmit, in any way, any image, information, file, material or thing that is prohibited based on Applicable Laws or prohibited by SeaBank on the SeaBank Application.

## **12. Changes to the Terms and Conditions of Service**

- 12.1 You agree that SeaBank shall have full authority to change these Terms and Conditions of Service or any Service Documents at its discretion from time to time. All changes to these Terms and Conditions of Service or any Service Documents may be notified to You through SeaBank Platform or otherwise.
- 12.2 You understand and agree that the changes as stipulated in Article 12.1 above will become effective with or without Your confirmation on said changes. In the event You do not agree with the changes, You have the right to terminate the use of the Service or the SeaBank Application by complying with the closure or termination requirements, policies and procedures of SeaBank.

Upon termination pursuant to this Article 12.2 or otherwise, all amounts payable by You in connection with the Service, the SeaBank Application, the Service Documents and/or the Credit Facility shall immediately become due and payable.

For the avoidance of doubt, You understand and agree that the termination of the use of Service and/or the SeaBank Application will not release Your payment obligation to SeaBank for as long as said amount which You ought to pay to SeaBank has not been fully paid. If any amount continues to be due and owing from You to SeaBank, You shall be continuously bound by the Terms and Conditions of Service and Service Documents, as amended from time to time, notwithstanding any termination.

## **13. Termination of Services**

- 13.1 Without prejudice to, and without limiting the generality of, any other remedies which SeaBank may have, if, SeaBank believes that You have breached, violated or acted inconsistently with these Terms and Conditions of Service, the provisions of any of the Service Documents and/or any Applicable Laws, You understand and agree that SeaBank shall have full authority to take the following actions:
- (a) at any time, terminate, disable, or suspend Your access to the SeaBank Application and/or the Service (or any part thereof);
  - (b) issue a warning to You;
  - (c) take legal action against You for any damages, rescission, specific performance and/or other remedies, including, but not limited to, reimbursement of all costs on an indemnification basis (including, but not limited to, legal and administrative costs and attorney's fees) caused by or otherwise related to the breach; and/or
  - (d) file any lawsuits against You.
- 13.2 Termination as referred to in Article 13.1 above does not eliminate or delay any of Your obligations in relation to the use of the Service, the Service Documents or the SeaBank Application, including, but not limited to, payment of any indemnities, damages, fines, penalties, fees, charges and/or costs (including, but not limited to, legal and administrative costs and attorney's fees), that You are obliged to pay due or in relation to Your violation of the use of the SeaBank Application and/or the Service and/or any terms and conditions of the Service Documents.
- 13.3 If SeaBank elects, in its discretion, to terminate Your access to the Service and/or the SeaBank Application in accordance with Article 13.1, the Credit Facility shall be immediately canceled or terminated without prejudice to the other rights and remedies of SeaBank and You shall be immediately liable to pay all amounts due in relation to the Credit Facility (to the fullest extent permitted under Applicable Laws), including, but not limited to, the principal amount and any accrued interest up to termination date.

- 13.4 You agree that if you wish to cancel or terminate the Credit Facility, you may only do so if SeaBank, in its sole discretion, consents to such cancellation or termination. If SeaBank permits such cancellation or termination, the same shall be subject to such cut-off date as SeaBank may notify you from time to time on the SeaBank Platform or otherwise) and You must comply with all the requirements, policies and procedures of SeaBank (which may include, but is not limited to, approaching SeaBank's customer service regarding this request).

#### **14. Severability**

If one or more provisions of these Terms and Conditions of Service become illegal, invalid or unenforceable in any way, then the invalidity, illegality, unenforceability, or inability to enforce such provisions will not affect the validity, legality, and enforceability of the other provisions in these Terms and Conditions of Service.

#### **15. Applicable Laws and Dispute Resolution**

These Terms and Conditions of Service shall be governed by the law of the Philippines and shall therefore be interpreted in accordance with the laws of the Philippines.

In the event of any dispute arising under these Terms and Conditions of Service which cannot be resolved through SeaBank's customer service ("**Dispute**"), You and SeaBank (each, a "**Party**", collectively, the "**Parties**") shall attempt, for a period of thirty (30) days after the receipt by one (1) Party of a notice from the other Party of a Dispute (the "**Dispute Notice**"), to settle such Dispute. If You and SeaBank are unable to reach an agreement within such a period, You and SeaBank hereby agree that the exclusive venue for any Dispute shall lie within the exclusive jurisdiction of the courts of Mandaluyong City.

You agree to pay the legal service fees, suffered by SeaBank in connection with the settlement of disputes between You and SeaBank in relation to these Terms and Conditions of Service.