

## CREDIT CULTURE TERMS OF USE & PRIVACY POLICY

**IMPORTANT** – PLEASE READ THESE TERMS OF USE (INCLUDING PRIVACY POLICY) (REFERRED TO AS THE “**TERMS**”) CAREFULLY. By accessing the Credit Culture Website (“Site”) and/or using the Credit Culture mobile application (“App”) (where available) and associated software for the Services (as defined below), you hereby expressly acknowledge and agree to be bound by the Terms and any future amendments and additions to the Terms as published from time to time on the Site, App and/or any other media as Credit Culture shall deem appropriate, which amendments and additions shall take effect upon publication. If you do not agree to or fall within the Terms, please do not continue using the Site, App and/or any of the Services.

Credit Culture Group provides this online service for the application by customers for, and provision by Credit Culture Group of, personal loans and other related services (the “Services”) for your convenient use and for no other purposes.

The Terms constitute a legal agreement between you and **Credit Culture** (as defined below). The Terms govern the use of the Site and App. The Note of Contract and Standard Terms and Conditions (“Standard Terms and Conditions”) for Personal Loans will apply in addition once the application is approved and accepted by both parties.

In the Terms, “we”, “us”, “our”, “CC” or “Credit Culture” means Credit Culture Pte Ltd (Company No. 201607224W) and/or Credit Culture Group as the case may be, “you”, “your” or “yours” means the persons to whom these Terms apply and “Credit Culture Group” means Credit Culture Pte Ltd. (“Credit Culture”), its holding company, and/or related corporations.

### **A. USE OF SERVICES**

We will only accept applications submitted by yourself and on your own behalf. You are responsible for the accuracy, adequacy and completeness of information submitted to us and you acknowledge that we will be relying on the information for the purposes of processing your application. We shall be entitled to treat an application received as being properly authorised by you and binding upon you, and we are not required to further investigate or enquire the authenticity or authority of the application.

You acknowledge and agree that we have no obligation to process or approve an application received by us within a certain time or at all. We are not obliged to notify you in respect of the status of the application or inform you of the reason(s) if we decide not to process or to reject the application. We may at our discretion request for additional information or verification from you and may treat the application as being withdrawn if such request is not met in a timely fashion.

### **B. SECURITY**

You are responsible for the safeguard of any user id or passwords created by you and/or use of any one-time password dispatched to you. We shall not be liable to you for any loss, damage, liability, cost or expenses incurred by you as a result of the loss or unauthorised use of any such user id or passwords.

You agree that the information submitted via the Site and/or App is only encrypted and secured upon transmission to us and agree that we use commercially reasonable security procedures to verify that such information originate from you and is not altered during transmission to us. You agree that we are not liable to you if any transmission is delayed, lost or otherwise fails to reach us, or if the

information set out within the application is modified, intercepted or otherwise accessed by a third party during the process of transmission.

You hereby agree to indemnify and save Credit Culture Group harmless against all damages, losses, liabilities, expenses and costs (including legal costs) suffered or incurred by Credit Culture Group in connection with or arising from:

1. your access of this Site and/or use of the Services;
2. any other party's access of this Site and/or use of the Services using your user id and/or login password;
3. your breach of any of the Terms; or
4. any other party's breach of any of the Terms where such party was able to access this Site and/or use the Services by using your user id and/or login password.

#### **C. CREDIT CULTURE PRIVACY POLICY**

The security of your personal data is important to Credit Culture Group. Credit Culture Group has in place commercially reasonable safeguards to protect the personal data stored with us. This Privacy Policy describes how we may collect, use, disclose, process and manage your personal data and you hereby expressly consent to the collection, use and disclosure of your personal data by Credit Culture Group in accordance with this Privacy Policy.

##### **1. What Personal Data We Collect**

“Personal data” is data that can be used to identify a natural person. Some examples of personal data that we may collect are:

- (a) personal particulars (e.g. name, contact details, residential address, date of birth, identity card and/or education details);
- (b) financial details;
- (c) images and voice recordings of our conversations with you;
- (d) employment details;
- (e) tax information;
- (f) banking information (e.g. account numbers and banking transactions);
- (g) personal opinions made known to us (e.g. feedback or responses to surveys); and/or
- (h) information obtained from mobile device with your consent (e.g. device location and information).

To avoid doubt, “personal data” may include information relating to you that we may obtain from third parties, including any credit bureau, credit sharing information services, banks and/or financial institutions.

##### **2. Usage of Your Personal Data**

We may use your personal data for purposes relating to the Services and/or our business or operations, including:

- (a) developing and providing personal loans and/or other credit facilities, products or services (whether made available by us or through us), including but not limited to executing credit, commercial or other transactions and reporting on these transactions; carrying out research, planning and statistical analysis; for the purposes of developing or improving our products, services, security, service quality, and advertising strategies;

- (b) assessing and processing applications, instructions or requests from you or our customers;
- (c) communicating with you, including providing you with updates on changes to products, services and credit facilities (whether made available by us or through us) including any additions, expansions, suspensions and replacements of or to such products, services and credit facilities and their terms and conditions;
- (d) developing and managing our infrastructure and information and technology systems, including machine learning, credit scoring, historical and real time data analytics, performance analytics, fraud detection, customer segmentation and operational improvements;
- (e) managing our business operations and complying with internal policies and procedures;
- (f) responding to queries or feedback;
- (g) addressing or investigating any complaints, claims or disputes;
- (h) verifying your identity for the purposes of providing personal loans and/or other credit facilities, products or services;
- (i) conducting credit checks, screenings or due diligence checks as Credit Culture Group may determine is necessary or desirable, or as may be required under applicable law, regulation or directive;
- (j) processing of payment instructions and making debits and credits from your bank account(s) (including through GIRO) in accordance with the Note of Contract, Standard Terms and Conditions and/or any other agreements between you and us;
- (k) complying with all applicable laws, regulations, rules, directives, notices and orders (whether or not having the force of law), and instructions and requests from any applicable local or foreign governmental, statutory or regulatory authorities, body or agencies, including those relating to moneylending, tax, money laundering, terrorism financing and law enforcement;
- (l) monitoring products and services provided by or made available through us;
- (m) complying with obligations and requirements imposed on us from time to time by any credit bureau or credit information sharing services of which we are a member or subscriber;
- (n) creating and maintaining credit and risk related models;
- (o) financial reporting, regulatory reporting, management reporting, risk management (including monitoring credit exposures), audit and record keeping purposes;
- (p) enabling any actual or proposed assignee or transferee, participant or sub-participant of Credit Culture Group's rights or obligations to evaluate, facilitate, implement and perform any related transaction or arrangement;
- (q) evaluating, facilitating, implementing and performing any transaction or arrangement relating to any investment into, and/or the issue of any securities by, any member of the Credit Culture Group by any third parties;
- (r) evaluating, facilitating, implementing and performing any transaction or arrangement relating to credit, banking or other facilities or any other form of financing that may be obtained by the Credit Culture Group from time to time (including any related security arrangement);
- (s) enforcing obligations owed to us; and/or
- (t) seeking professional advice, including legal advice.

We may also use or disclose personal data for purposes set out in the Standard Terms and Conditions for Personal Loans ("Standard Terms and Conditions").

### **3. Use of Personal Data for Marketing Purposes**

To the extent permissible by law, we may use your personal data to offer you products or services, including special offers, promotions, contests or entitlements that may be of interest to you or for which you may be eligible. Such marketing messages may be sent to you in various modes including but not limited to electronic mail, direct mailers, short message service, telephone calls, facsimile and other mobile messaging services.

You may at any time request that we stop contacting you for marketing purposes by email to [info@creditculture.sg](mailto:info@creditculture.sg)

This section is in addition to the terms and conditions that govern our relationship with you.

#### **4. Disclosure and Sharing of Personal Data**

We may from time to time, disclose your personal data to any personnel of Credit Culture Group or to third parties, whether located in Singapore or elsewhere, in order to carry out the purposes set out above, including:

- (a) any member of the Credit Culture Group and its directors, officers, employees and agents;
- (b) any credit bureau (including the Moneylenders Credit Bureau), credit information sharing services, banks, financial institutions and other relevant third parties for the purpose of, among other things, credit checks, screenings or due diligence checks;
- (c) banks, financial institutions and other relevant third parties for purpose of, among other things, facilitating GIRO payments or other debits or credits from your bank account(s);
- (d) contractors, sub-contractors and/or other service providers of the Credit Culture Group that provide services to the Credit Culture in connection with its operations, including any data intermediaries;
- (e) applicable local or foreign governmental, statutory or regulatory authorities, body or agencies, including those relating to moneylending, tax, money laundering, terrorism financing and law enforcement;
- (f) collection and repossession agencies in relation to the enforcement of repayment obligations for debts;
- (g) relevant third parties relating to the transactions or arrangements referred to under paragraphs 2(o), (p) and (q), and their respective directors, officers, employees, agents and advisers; and/or
- (h) our professional advisers, including lawyers, accounts, auditors and financial advisers.

Please be assured that when we disclose your personal data to such parties, we require them to ensure that any personal data disclosed to them are kept confidential and secure.

For more information about the third parties with whom we share your personal data, you may email us at [info@creditculture.sg](mailto:info@creditculture.sg) for more information.

We wish to emphasise that Credit Culture Group does not sell personal data to any third parties and we shall remain fully compliant of any duty or obligation of confidentiality imposed on us under the applicable agreement(s), Standard Terms and Conditions and/or any applicable law.

We may transfer, store, process and/or deal with your personal data outside Singapore. In doing so, we will comply with the Personal Data Protection Act. You hereby consent to such transfer, storage and/or processing of and/or dealing with your personal data outside Singapore.

If you: (a) have any questions or feedback relating to your personal data or our Data Protection Policy; (b) would like to withdraw your consent to any use of your personal data; or (c) would

like to obtain access and make corrections to your Personal Data records, please contact our Data Protection Officer at [info@creditculture.sg](mailto:info@creditculture.sg)

## **5. Cookies and Related Technologies**

We may use cookies on our web sites and mobile applications (“apps” or an “app”). A cookie is a small text file placed on your computer or mobile device when you visit a web site or use an app. Cookies collect information about users and their visit to the web site or use of the app, such as their Internet protocol (IP) address, how they arrived at the web site (for example, through a search engine or a link from another web site) and how they navigate within the web site or app. We use cookies and other technologies to facilitate your internet sessions and use of our apps, offer you products and/or services according to your preferred settings, track use of our web sites and apps and to compile statistics about activities carried out on our web sites and/or through our apps.

A pixel tag, also known as a web beacon, is an invisible tag placed on certain pages of our web site but not on your computer. Pixel tags are usually used in conjunction with cookies and are used to monitor the behaviour of users visiting the web site.

You may set up your web browser to block cookies which will in turn disable the pixel tags from monitoring your web site visit. You may also remove cookies stored from your computer or mobile device. However, if you do block cookies and pixel tags, you may not be able to use certain features and functions of our web sites.

## **D. TRADEMARKS AND COPYRIGHT**

Except as otherwise expressly stated herein, the copyright and all other intellectual property in the contents of the Site and/or App (including, but not limited to, all design, text or images) are the property of Credit Culture Group. As such, they may not be reproduced, transmitted, published, stored, adapted, distributed, displayed, licenced, altered, hyperlinked or otherwise used in whole or in part in any manner without the prior written consent of the Credit Culture Group.

All trade marks, service marks and logos used in the Site and/or App are the property of the Credit Culture Group and/or the respective third party proprietors identified. No licence or right is granted and your access to the Site, App and/or use of the Services should not be construed as granting, by implication or otherwise any licence or right to use any trade marks, service marks or logos appearing on the Site.

## **E. HYPERLINKS TO OTHER WEBSITES**

This Website may contain hyperlinks to websites which are not maintained by us. We are not responsible for the contents of those websites and shall not be liable for any damages or loss arising from access to those websites. Use of the hyper-links and access to such websites are entirely at your own risk.

## **F. CREDIT CULTURE DISCLAIMERS & LIMITATION OF LIABILITY**

While Credit Culture makes every effort to ensure that contents of the Site and/or App (“Content”) is accurate and complete, the Content is provided on an ‘as is’, ‘as available’ basis only without warranties of any kind, express or implied.

Credit Culture does not warrant that the functions contained in or access to the Site, App or Content will be timely, error-free, or without omission, that defects will be corrected, or that the Site, App, or Content are free of viruses or other harmful components, or that the download, installation or use of

the App or any Content in or with any device will not affect the functionality or performance of the device. Credit Culture does not warrant or make any representations regarding the use or the results of the use of the Content, the Services, the Site or the App in terms of their correctness, accuracy, completeness, reliability, or otherwise.

**You agree that:**

1. Credit Culture shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Site, App or Services without assigning any reason; and
2. access to or the operation of the Site, the App and/or the Services may from time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors;
3. Credit Culture's Site, App, and/or Service may be subject to limitations, delays, and other problems inherently and in any such event, Credit Culture shall not be liable for any loss, liability or damage, which may be incurred as a result.
4. In no event shall Credit Culture be liable to you for any damages, losses, expenses, liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through the use of, or the inability to use, the Services, the Site, the App and/or Content or any other website or device. [In the event that Credit Culture is liable for damages despite the foregoing provision, you agree that, to the greatest extent permitted by law, Credit Culture's aggregate liability to you for any and all causes of action shall not exceed the aggregate amount of any fees and charges (if any) that have actually been received by Credit Culture Group from you in the preceding 6 months. In no event shall Credit Culture be liable for any indirect, special, consequential, or incidental damages that result from the Services, App or Content, or your use of, or the inability to use, the Services, Site, App, Content or any other website or device, even if Credit Culture or a Credit Culture authorised representative has been advised of, or should have foreseen, the possibility of such damages. You agree that the above exclusions and limitations of liability enable the Services and the Content to be provided by Credit Culture at either reasonable costs or no costs to you.

**G. GOVERNING LAW AND OTHER PROVISIONS**

The Terms are governed by the laws of Singapore. All disputes arising from or pursuant to the Terms shall be resolved before the courts of Singapore, and you agree to submit to the non-exclusive jurisdiction of such courts.

In these Terms, any reference to a person includes a reference to partnerships, companies, associations or other bodies of persons, incorporated or otherwise, and to such person's successors, assigns, transferees or other persons authorised to take over such person's legal rights. If any provision of these Terms is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed without affecting the validity of the other provisions.