



# GENERAL TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1. This document sets out the general terms and conditions applicable to the Loan Agreement or Credit Card Agreement, as applicable (hereinafter referred to as "Consumer Agreement"), extended by Home Credit to the Customer. This is the document referred to in the Consumer Agreement as General Terms and Conditions. Unless otherwise defined, capitalized terms used herein shall have the same meaning ascribed to them in the Specific Terms and Conditions applicable to the Consumer Agreement.
- 1.2. The provisions of the General Terms and Conditions shall form part of the Consumer Agreement as far as they are applicable. Provisions of this document shall apply to existing loans or products being offered and all future loans or products that will be offered by Home Credit, including, but not limited to POS Loan, Cash Loan, Credit Card, Insurance.
- 1.3. Terms defined and used in the Consumer Agreement shall have the same meaning when used in this General Terms and Conditions.

## 2. REPRESENTATIONS AND WARRANTIES

- 2.1. The Customer represents and warrants to Home Credit as follows:
  - 2.1.1. The Customer does not have any criminal record, and freely and voluntarily enters into the Consumer Agreement.
  - 2.1.2. All of the Customer's loans and obligations with other lenders (including but not limited to banks, financing companies, and credit card companies) are updated and not delinquent or past due.
  - 2.1.3. All documents presented to Home Credit by the Customer are current, authentic, and may be relied upon by Home Credit.
  - 2.1.4. All oral representations and communications, including contact information, made to Home Credit by the Customer remain true, correct and accurate.
  - 2.1.5. All the information provided to Home Credit contained in the Consumer Agreement including mobile number, e-mail address, or social media account (Registered Contact Details), are correct, complete, and updated. Customer agrees to inform Home Credit without any undue delay, any change concerning Customer's Registered Contact Details by calling Home Credit's Customer Service Hotline or sending an email to [info@homecredit.ph](mailto:info@homecredit.ph). Unless receiving notice of any change, Home Credit will continue to provide Alternative Loan Application Channels and/or EServices via the Customer's Registered Contact Details until receipt of the notice of changes from Customer.
  - 2.1.6. In case of minor discrepancy in the name of the Customer as stated in the Loan Agreement and the documents submitted due to an error during processing (i.e misspelling, typographical error), Home Credit can re-issue the Loan Agreement and other documents with the corrected name. It shall suffice that notice was given to the Customer through his Registered Contact Details, and no signature is needed from the Customer to make the corrected Loan Agreement and other documents valid and binding.
  - 2.1.7. The Consumer Agreement shall be valid and binding upon the Customer and enforceable in accordance with its Specific Terms and Conditions.
- 2.2. The representations and warranties of the Customer are made as of the Effective Date as stated in the Disclosure Statement and are deemed repeated on each day that any amounts are outstanding under the Consumer Agreement.

## 3. COVENANTS

- 3.1. As long as any Loan Amount or any other fees, charges, or amounts owing under the Consumer Agreement remain outstanding and unpaid, the Customer shall:
  - 3.1.1. promptly perform all of the Customer's obligations under the Consumer Agreement, including but not limited to the payment of amounts due under the Disclosure Statement.
  - 3.1.2. promptly submit and provide to Home Credit all documents and information, execute and deliver such other instruments and documents, and perform or refrain from performing any such other acts, as may be required by Home Credit, whether for compliance with government regulations or Home Credit's own policies.

## 4. PAYMENT CHANNELS

- 4.1. Any and all payments made by the Customer in connection with the Consumer Agreement shall be made through the designated banks or third parties appointed by Home Credit from time to time to accept payments from the Customer (Payment Channels). Any changes to the Payment Channels shall be notified to the Customer through website announcement. Prior to making each payment, the Customer shall verify the list of Payment Channels on the website of Home Credit.
- 4.2. Home Credit shall not be held liable for, and the Customer bears the risk of, any delay or failure in crediting or accepting any payment to Home Credit, due to any event or circumstance, including but not limited to, the closure, non-functioning, or malfunctioning of the Payment Channel.

**5. AUTOMATIC DEBIT ARRANGEMENT (ADA)**

- 5.1. The Customer may also choose to avail of the Automatic Debit Arrangement wherein the Installment Amount will be debited every month from the Customer's enrolled bank account on the Recommended Payment Date or until Customer has fully paid the loan as stated in the Payment Schedule.
- 5.2. Enrollment to ADA may be done by the Customer using his electronic signature and Home Credit's e-services, as defined below.
- 5.3. Should the Customer avail of ADA, he/she undertakes to always maintain a sufficient amount for Home Credit to debit his/her account for the monthly installment amount plus fees and penalties, if any.
- 5.4. ADA enrollment shall cover existing loans and loans which Customer may avail of in the future.
- 5.5. At any time, the Customer may cancel ADA enrollment by calling Home Credit's hotline. After cancellation of ADA enrollment, Customer may pay through Home Credit's designated Payment Channels.

**6. PROCESSING AND USE OF INFORMATION**

- 6.1. The Customer expressly consents to the use by Home Credit of any information provided by the Customer or otherwise obtained by Home Credit, in relation to or in connection with the Consumer Agreement, for purposes of enforcing the Customer's obligations under the Consumer Agreement.
- 6.2. The Customer expressly consents to the collection and processing of personal information about and/or relating to the Customer, and to the transfer of such information to third parties including without limitation any of the affiliates or subsidiaries of Home Credit, credit bureaus, government agencies, and collection agencies.

**7. PAYMENT**

- 7.1. In accordance with the Consumer Agreement, the Customer expressly waives the benefit of Article 1252 of the Civil Code of the Philippines, Republic Act No. 386, and agrees that any payment to Home Credit for the purpose of settling any Installment Amount or any other amount due in relation to the Consumer Agreement shall be applied to the Installment Amount or such other amount that fell due earlier.
- 7.2. Payment made by the Customer shall be applied in the following order: first, to the principal; second, to the interest; third to the fees; and fourth, to the penalties and charges.
- 7.3. In case the Customer has several loans, Home Credit may apply any excess payment it receives from the Customer as payment for any outstanding obligation arising from other loans which the Customer has with Home Credit.

**8. EVENTS OF DEFAULT**

- 8.1. Each of the following events constitutes an event of default (Event of Default), irrespective of the reason for its occurrence, or whether it is voluntary or involuntary, or whether it occurs as a result of any court order, law or regulation:
  - 8.1.1. the Customer breaches or otherwise fails to promptly perform any of his/her obligations under the Consumer Agreement;
  - 8.1.2. the Customer breaches any of his/her representations, warranties, or covenants;
  - 8.1.3. the Customer is in default in respect of any other facility or indebtedness granted by Home Credit or third parties; and
  - 8.1.4. any event which, in the reasonable opinion of Home Credit, would result in the likelihood that any of the Customer's obligations under the Consumer Agreement and General Terms and Conditions will not be performed or fulfilled, including but not limited to, the death or incapacity of the Customer, Home Credit's reasonable suspicion that the Customer applied for the Consumer Agreement in order to defraud Home Credit or the Retailer, a change in any law or regulation that affects the validity or enforceability of the Consumer Agreement.

**9. CONSEQUENCES OF DEFAULT**

- 9.1. Upon the occurrence of an Event of Default, Home Credit may, at its sole discretion, without need of notice or demand, and without limiting Home Credit's rights under applicable law or under the Consumer Agreement, and General Terms and Conditions:
  - 9.1.1. take such action and exercise such remedies in order to protect and enforce its rights under the Consumer Agreement;
  - 9.1.2. declare the Consumer Agreement, including all charges, fees, penalties and interest accrued and unpaid thereon, to be immediately due and payable, without need of presentment, demand, protest or further notice of any kind, all of which are herein expressly and specifically waived by the Customer;
  - 9.1.3. Impose and collect the Collection Charge and the Penalties as stated in the Consumer Agreement. The Collection Charge shall be imposed on each Installment Amount that is not paid by the Customer within five days after the relevant due date. The relevant

Penalty shall be imposed if the Customer fails to pay an Installment Amount within 30, 60, or 90 days, as applicable, after the relevant due date. The Collection Charge and the Penalties are cumulative and shall be added to the principal obligation.

- 9.1.4. impose and recover from the Customer the Attorney's Fees and Agency Fee in the amount stated in the Consumer Agreement and incurred in connection with enforcing the Customer's obligations under the Consumer Agreement once the account is referred to legal collections or a collection agency; and
- 9.2. Upon the occurrence of an Event of Default, all outstanding loans of the Customer with Home Credit shall become due and demandable. In such case, Home Credit may exercise its rights under section 9.1 hereof.
- 9.3. The rights available to Home Credit under the Consumer Agreement and applicable law, may be exercised by Home Credit alternatively, successively, concurrently, and/or cumulatively, at the option of Home Credit.

## **10. ALTERNATIVE LOAN APPLICATION CHANNELS**

- 10.1. Home Credit may offer and the Customer can apply for and receive approval of additional loans or products, make changes to this Consumer Agreement and receive or give information related to the loan using other service channels. Alternative loan application channels, include but is not limited to, telephone, website, e-mail, online customer portal, SMS, social media account, and other technical means such as mobile application, made available by Home Credit. However, Home Credit does not guarantee the availability of all convenient service channels or all the functions at all times to the Customer.
- 10.2. The Customer shall follow the requirements of the Consumer Agreement and relevant business rules published occasionally by Home Credit through its website or other Alternative Loan Application Channels when enjoying the service provided by Home Credit. The Customer agrees to use Alternative Loan Application Channels in line with their respective terms of use published occasionally by Home Credit such as Terms of Use regarding the Online Customer Portal.
- 10.3. Customer authorizes Home Credit or its representative to (i) contact Customer and his/her alternate contact(s) through personal means of communications or Registered Contact Details at any time during and after the Financing Period as allowed by prevailing laws, (ii) share and use Customer's personal data for other various financing offer schemes or promotional schemes which may be offered and provided by Home Credit, or by any third party engaged by Home Credit, and (iii) Use Registered Contact Details as a means to obtain any future consent and approval from Customer for such Additional Financing Offer or Promo, which may be offered and provided by Home Credit, or by any third party engaged by Home Credit.
- 10.4. Customer's consent provided through his/her Registered Contact Details shall be sufficient and legally binding for all future financing that may be offered by Home Credit and may be accepted by Customer.
- 10.5. Customer also agrees that all calls, communications, conversation, consent and/or approval through Customer's Registered Contact Details shall be recorded and kept by Home Credit in its discretion.

## **11. ON-LINE LOAN APPLICATION (E-SERVICES) AND ELECTRONIC SIGNATURE**

- 11.1. Home Credit will provide Customer with on-line application service for its consumer financing and other products, including third parties' services and products that Home Credit provides under the authorization of such third parties, accessible via Home Credit's website [www.homecredit.ph](http://www.homecredit.ph) or at any other online platform of Home Credit communicated to the Customer ("E-Services").
- 11.2. All messages or communications sent to the Customer's Registered Contact Details provided to Home Credit are considered to be duly received by the Customer if the message is sent by Home Credit to the email address or phone number registered by the Customer. Once the message is sent by Home Credit to the email address or phone number registered, Home Credit is no longer responsible for its security, confidentiality, or any acts of any respective service providers (email service provider, mobile operator), nor any acts caused by unauthorized use of the Customer's email address or phone number.
- 11.3. Customer is responsible for all damages, losses, or other risks that may occur before Home Credit receives a notice of change in the Registered Contact Details, in accordance with Section 2.1.5. hereof.
- 11.4. Customer has responsibility to secure his/her username, password, electronic signature and other identification factors provided by Home Credit; Customer should use all necessary measures to prevent unauthorized persons from using the E-Services. All transactions checked by Home Credit with the correct, sufficient identification factors in accordance with this Agreement can be implicit as Customer's will. Customer is responsible for all the obligation on risks or damages caused by usage of unauthorized persons.

- 11.5. Customer is obliged, by his/her own cost, to fully equip and regularly maintain his/her machinery, connection equipment, system software and application software, to be able to safely connect to the EServices.
- 11.6. Documents and materials relating to E-Services certified or validated by Customer using a one-time password (OTP) or other security verification protocol. All information certified or validated by Customer and archived by Home Credit, shall be the evidence for the transaction made between the Customer and Home Credit and shall be considered valid and binding as a contract duly signed between the Customer and Home Credit.
- 11.7. Approval of loan applications made under this Article may be communicated by Home Credit through the Customer's Registered Contact Details or Home Credit's E-Services.
- 11.8. The electronic signature on any of the electronic documents, including this General Terms and Conditions, will bind the Customer to the documents in the same manner as if a paper copy was signed with an ink pen.
- 11.9. Customer will not contest the validity or enforceability of any electronic documents on the ground that it had been electronically signed.
- 11.10. Once the loan agreement is electronically signed by the Customer, Customer is signifying agreement to all documents in the contract package, including this General Terms and Conditions, payment schedule.
- 11.11. No paper copies of the electronic documents will be given to the Customer. Copies of the electronic documents which were electronically signed will be sent to the Customer's registered e-mail address.
- 11.12. The electronic loan agreement stored by Home Credit in its data warehouse and sent to the Customer's registered e-mail address shall be considered as originals of the loan agreement for all intents and purposes.

## **12. TELEPHONE COMMUNICATIONS**

- 12.1. In order for Home Credit to render prompt and accurate service, the Customer authorizes Home Credit to record (without Home Credit being necessarily obligated to do so) any and all telephone conversations between Customer and Home Credit, regardless of who initiated the telephone conversation. Such authorization to record includes, but is not limited to, recording of instructions, statements, complaints, inquiries by the Customer, and information regarding the loan and reminders by Home Credit.
- 12.2. Home Credit may use the recorded telephone conversation as proof of Customer's acceptance to any offer or additional or revision of terms made through telephone.
- 12.3. Home Credit may also use such recordings for any legal purpose, particularly as evidence in any judicial or administrative hearing or proceeding.

## **13. GENERAL PROVISIONS**

- 13.1. No failure, omission or delay on the part of Home Credit in exercising any right or power under the Consumer Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any further exercise thereof. Acceptance by Home Credit of any payment after its Due Date or after an Event of Default has occurred or after legal proceedings have been commenced against the Customer shall not constitute an extension of time for payment or a modification or novation of the terms of the Consumer Agreement or in any way prejudice Home Credit.
- 13.2. Home Credit shall be entitled to sell, transfer, or assign any of its rights and obligations hereunder to any person, company, or entity without the consent of the Customer. Any such sale, assignment, or transfer shall conclusively bind the Customer. The Customer shall be bound to fulfill and perform all his/her obligations to such transferee or assignee, including the payment of the Installments. The transferee or assignee shall have the authority of the Customer to collect the due amount. The Customer for this purpose waives any rights he/she may have under Article 1634 of the Civil Code of the Philippines, Republic Act No. 386.
- 13.3. In any dispute arising out of or in connection with the Consumer Agreement, the entries made in the accounts maintained by, and the records of, Home Credit are prima facie evidence of the matters to which they relate, absent any manifest error.
- 13.4. If any provision of the Consumer Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision of the Consumer Agreement. The Consumer Agreement shall be reformed, construed and enforced to the fullest extent possible as if such invalid, illegal or invalid, illegal or unenforceable provision had never been included.
- 13.5. Any dispute arising from the Consumer Agreement shall be brought exclusively in the courts that has jurisdiction over the principal place of business of Home Credit.
- 13.6. All notices, demands, or other communications required or permitted to be given or made by Home Credit to the Customer hereunder shall be in writing and delivered either personally, by registered post, by text message, by electronic mail or through general announcements in its website [www.homecredit.ph](http://www.homecredit.ph) or social media and other channels.



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- 13.7. In case of any inconsistency between the provisions of this General Terms and Conditions and the Specific Terms and Conditions of the loan, the Specific Terms and Conditions contained in the Consumer Agreement shall prevail.
- 13.8. All information (i.e. personal data, reference persons, etc.) provided by the Customer to Home Credit in connection with the Consumer Agreement may be used by Home Credit to process future loans or products.
- 13.9. The Consumer Agreement shall be governed by the laws of the Republic of the Philippines.

### 14. PROVISIONS APPLICABLE TO HOME CREDIT EMPLOYEES

- 14.1. A Customer who is an employee of Home Credit or a Customer who will subsequently be an employee of Home Credit who is granted a loan under this Agreement hereby authorizes Home Credit to deduct the monthly installment of the loan from his salary.
- 14.2. If Customer resigns or is otherwise separated from employment, Home Credit may deduct from his last pay the amount which is due. The Customer shall have the option to have the balance of the loan amount deducted in full from his last pay, or to pay the balance through other payment channels.

### ACCEPTANCE

The Customer confirms having read and understood and agrees to the entire General Terms and Conditions constituting of above clauses, including the Loan Details and Payment Schedule or Credit Card Agreement, as applicable. The General Terms and Conditions and the other documents have been explained to the customer in the language understood by the Customer. The Customer is aware that Home Credit has agreed to grant a loan or credit card to the Customer only after the Customer has agreed to abide by the terms of this Agreement. This General Terms and Conditions is available in Home Credit's website. Home Credit may, at any time, update this General Terms and Conditions upon notice to the Customer, and such amendments shall bind the Customer, provided that Home Credit posts the update through its website [www.homecredit.ph](http://www.homecredit.ph).

Updated as of May 14, 2019