



# AGREEMENT

<b>HCQWARTA ISSUER</b>	<b>HC Consumer Finance Philippines, Inc. ("Home Credit")</b> 15 <sup>th</sup> Floor, Ore Central, 9 <sup>th</sup> Avenue cor. 31 <sup>st</sup> Street, Bonifacio Global City, Taguig, 1634, Philippines		
<b>CUSTOMER</b>	<Name>	Date of Birth:	<Date of Birth>
Home Address:	<Home Address>		
Permanent Address:	<Permanent Address>		
<b>Registered Contact Details</b>			
Email:	<Email Address>	Mobile No. 1:	<Cellphone Number>
Landline:	<Telephone Number>	Mobile No. 2:	<Cellphone Number>
<b>DOCUMENTS</b>	<Type of ID and Number>		
<b>HCQWARTA DETAILS</b>			
Credit Limit:	<Credit Limit>	Statement Cut-off Date:	<Cut-off Date>
		Payment Due Date:	+10 days from the statement cut-off date
		Validity:	24 months
<b>FEES AND CHARGES</b>			
Monthly Interest Rate:	4%	Overpayment Refund Fee:	PHP 50.00
Minimum Installment Amount Payable:	10% of the credit limit or Total Amount Due, whichever is lower	(see Clause 14)	
Late Payment Fee:	1 missed due date = 5% of Total Amount Past Due in end of billing 2 straight missed due dates = 5% of Total Amount Past Due in end of billing 3 straight missed due dates = 5% of Total Amount Past Due in end of billing	Attorney's Fee:	PHP 5,000.00

\*Home Credit's representative may have interest in the approval of the HCQwarta account holder's application.

## Introduction

This HCQwarta Agreement (together with all of its attachments, addendums, and other amendments) is made and entered into by and between the HCQwarta Account Holder and Home Credit for his or her personal use. The HCQwarta Account Holder acknowledges and agrees to be unconditionally bound to the provisions and statements contained in this HCQwarta Agreement (including the Specific Terms and Conditions, Fees and Charges), the General Terms and Conditions, and the Applicant Consent Form, and agrees that the same shall constitute an integral and inseparable part of the HCQwarta Agreement.

## Specific Credit Card Terms and Conditions

### 1. DEFINITIONS

"Home Credit" refers to HC Consumer Finance Philippines, Inc.

"Billing Cycle" means the period of time covered by the e-Statement where the HCQwarta Transactions and applicable Charges of the HCQwarta account holder are posted and summed.

"SEC" refers to the Securities and Exchange Commission.

"HCQwarta" refers to the HCQwarta issued by Home Credit.

"HCQwarta Account" refers to the HCQwarta account approved by Home Credit for the purpose of entering all credits received and debits incurred by the HCQwarta account holder under these Terms and Conditions.

"HCQwarta account holder" is an individual to whom a HCQwarta is issued by Home Credit and whose name appears on the application form.

"HCQwarta Transaction" is the purchase of goods and/or services, HCQwarta details or QR code payments in any other manner authorized or made by the HCQwarta account holder regardless of whether a sales slip or other proof of purchase or order form is signed by the HCQwarta account holder, or confirmed by Personal Identification Number (PIN), One-Time Password (OTP), or via mobile application as applicable.

"Charges" refers to the amount due from the HCQwarta account holder by virtue of the use of the HCQwarta or of the HCQwarta details including, but not limited to, HCQwarta Transactions, fees, Interest Charges, Late Payment Fees, additional expenses, damages, legal costs and disbursements, which will be charged to the HCQwarta Account.

"HCQwarta Agreement" refers to the agreement between Home Credit and the HCQwarta account holder for the use by the HCQwarta account holder of the HCQwarta issued by Home Credit.

"Credit Limit" is the maximum total amount for HCQwarta Transactions and Interest Charges, as well as other fees chargeable to the HCQwarta Account.

"Customer Service Hotline" refers to Home Credit's customer service hotline at (02) 7753 5711, or as may be amended from time to time.

"Customer Service Channels" refers to Home Credit's customer service channels including the Customer Service Hotline, email (info@homecredit.ph), or any other digital or electronic channel supported by Home Credit, as may be provided and/or amended from time to time.

"Electronic Statement of Account" or "e-Statement" is the monthly statement sent to the HCQwarta account holder through digital or electronic means, with details including but not limited to the Statement Balance, Minimum Amount Payable, Total Amount Payable, HCQwarta Transactions, and Charges as of Statement Cut-off Date payable to Home Credit on or before the Payment Due Date.

"Home Credit Loyalty Program" means any rebate, rewards, or loyalty points program of Home Credit. Customers can enjoy rebate rewards and promo deals based on participating Merchant Partners' current offer. Any rebate, rewards, or loyalty points shall be automatically forfeited when the account is closed for any of the following reasons, which may include, but not limited to: (i) account expiration; (ii) client-initiated closure; (iii) compliance-initiated account closure; (iv) regulatory findings. The Home Credit Loyalty Program shall not be convertible to cash and shall not be allowed for refund as overpayment.

"Interest Charges" is the payable amount of interest on the HCQwarta Account and represents the cost for borrowing as provided in these Terms and Conditions.

"Late Payment Fees" refers to the amount representing charges for failing to pay the Minimum Amount Payable on or before the Payment Due Date as indicated in the HCQwarta Agreement and will be reflected in the e-Statement, if applicable.

"Merchant Partners" shall refer to any entity providing goods and/or services that accepts the HCQwarta or QR code as a mode of payment by the HCQwarta account holder.

"Merchant Partners" shall refer to any entity providing goods and/or services that accepts the HCQwarta or QR code as a mode of payment by the HCQwarta account holder.

"Minimum Installment Amount Payable" shall refer to the minimum amount that a HCQwarta account holder is required to pay on or before the Payment Due Date so that the HCQwarta Account is not subjected to Late Payment Fees and/or temporary HCQwarta suspension.

"Month" refers to the calendar month in a given year.

"Outstanding Balance" refers to the total balance outstanding on the HCQwarta Account as of a specific date.

"Overpayment" A payment made in excess of the total outstanding balance on the account. This may occur due to multiple payments, excess payments, or payments made after the balance has already been settled. The excess amount is typically reflected as a negative balance or available funds, which may be used for future transactions or refunded upon request.

"Payment Due Date" is the date specified in the e-Statement by which date, payment of the Minimum Installment Amount Payable or any part of the Statement Balance thereof is due and payable to Home Credit.

"QR code" refers to Quick Response code - a matrix barcode containing information about the Merchant Partner.

"QR code payment" refers to payment for goods or services from Merchant Partners by scanning merchant QR code in Home Credit mobile application.

"Statement Balance" refers to the total amount charged to the HCQwarta Account as indicated in the e-Statement, including all amounts incurred by the use of the HCQwarta as of Statement Cut-off Date.

"Statement Cut-off Date" refers to the end date of a Billing Cycle, as determined by Home Credit, when HCQwarta Transactions and other applicable charges or fees during the billing cycle are summarized.

"Statement Date" is the date by which the e-Statement is issued by Home Credit to the HCQwarta account holder

"HCQwarta Rewards Program" means the loyalty rewards program of Home Credit for the HCQwarta. HCQwarta account holders can enjoy cashback rewards, points, vouchers and/or promo deals based on participating Merchant Partners' current offer.

"Total Amount Payable" shall refer to the total outstanding amount that a HCQwarta account holder owes as of any Payment Due Date.

"Transaction Date" is the date by which a HCQwarta Transaction is undertaken.

"Transaction Posting Date" is the date by which a HCQwarta Transaction is posted onto the HCQwarta Account.

## **2. The HCQwarta**

The HCQwarta issued to the HCQwarta account holder is the property of Home Credit. It is nontransferable and its use shall be subject to Home Credit's policies and guidelines. Home Credit shall, at its sole option and at any time, increase or decrease the HCQwarta based on its risk assessment and risk management policies, and the HCQwarta account holder shall be notified of such changes.

## **3. HCQwarta Activation**

The HCQwarta will be activated upon the account holder's acceptance of the terms and conditions and contract signing, and upon Home Credit's approval of the account holder's application. Within the next day from account holder's acceptance of the terms and conditions and contract signing, the account holder may request or call Home Credit's Customer Service Hotline for an account cancellation, provided that there is no usage of the HCQwarta account.

## **4. Use of the HCQwarta**

The use of the HCQwarta, HCQwarta details or QR code payments is subject to the terms and conditions of this Agreement and other supplemental agreements, which may be amended from time to time in accordance with Clause 27 below.

## **5. Loyalty Rewards Program**

The HCQwarta account holder may be enrolled to the HCQwarta Rewards Program or any similar rewards program of Home Credit from the time of HCQwarta activation. Home Credit reserves the right to amend, at any given time, its HCQwarta Rewards Program Terms & Conditions, rewards scheme, without prior notice to HCQwarta account holders. Full terms and conditions of HCQwarta Rewards Program are available at Home Credit's website. In case of HCQwarta termination or deactivation, any existing HCQwarta Rewards or any other similar rewards, points, cashback, promo deals, or vouchers at the time of termination or deactivation shall automatically be forfeited.

## **6. HCQwarta Validity**

The validity of the HCQwarta shall run from its activation up to a maximum period of 24 months unless earlier terminated by Home Credit or the HCQwarta account holder under Section 21 hereof. The renewal of the HCQwarta shall be at the sole discretion of Home Credit. Home Credit reserves the right to replace the end date of the HCQwarta issued to a HCQwarta account holder for any reason. The HCQwarta account holder shall be responsible for communicating to Merchant Partners with which the HCQwarta account holder has existing transactions or to any interested party that the new HCQwarta number is issued. Home Credit shall not be liable to the HCQwarta account holder if, for any reason, any merchant or establishment does not honor the HCQwarta. The HCQwarta account holder agrees to hold Home Credit free and harmless from any and all claims for damages arising out of or in connection with the refusal of any merchant or establishment to honor the HCQwarta or from any issues regarding the purchase of product/s or use of service/s of the merchant or establishment.

## **7. Loss of the mobile phone associated to the HCQwarta**

In case of loss of the mobile phone associated to the HCQwarta, the HCQwarta account holder shall immediately report it to Home Credit via the Customer Service Hotline or any other digital or electronic channel supported by Home Credit. The HCQwarta account holder shall be liable to Home Credit for any and all transactions, purchases, and charges made or incurred from the use of the lost or stolen phone with the HCQwarta until such time of reporting and acknowledgement of Home Credit of the loss of the HCQwarta.

## **8. HCQwarta account holder Information and Consent**

HCQwarta account holder authorizes Home Credit:

- a. To conduct credit investigations necessary to determine HCQwarta account holder's credit standing and financial capacity and to ask and/or release, disclose, submit, share, or exchange any HCQwarta account holder's credit history or HCQwarta Account information and reports as Home Credit may deem fit including, but not limited to, delinquent, past due, or litigation status of HCQwarta Account, full payments or settlement of previously reported HCQwarta Account and other HCQwarta Account updates to consumer reporting or reference agencies, government regulatory agencies, and to banks or financial institutions, lending companies, creditors, loyalty program partners, Merchant Partners or other third parties.
- b. To process the HCQwarta account holder's personal data, relevant information, and other documents in accordance with the Applicant Consent Form signed by the HCQwarta account holder with Home Credit;
- c. To inform HCQwarta account holder of its promotional offers, advertisements and surveys through email, short messaging services (SMS), telephone or any other means of communication. If the HCQwarta account holder wishes to be excluded from the list of recipients, the HCQwarta account holder may contact Home Credit's Customer Service Hotline; and
- d. In relation to the HCQwarta account holder's personal data, personal information, and other documents provided or obtained by Home Credit, to perform any and all acts necessary, incidental, and in furtherance of its legitimate business interests and for compliance with its statutory obligations.

#### **9. Responsibilities of HCQwarta account holder**

The HCQwarta account holder acknowledges its liability to Home Credit for any and all amounts charged to the HCQwarta, including but not limited to, purchases, transactions, interests, fees, and other charges. The HCQwarta account holder agrees that all HCQwarta Transactions shall be conclusively presumed to have been personally made by the HCQwarta account holder. The HCQwarta account holder also agrees to accept and pay for such charges

without the necessity of proof of a signed charge or sales slip, and even without receiving the e-Statement. The HCQwarta account holder acknowledges that the custody and care of the HCQwarta is his responsibility and agrees to exercise the necessary safeguards against loss or theft of the mobile phone associated to the HCQwarta, and fraudulent or unauthorized use.

#### **10. Membership Fee**

At the discretion of Home Credit, the use of the HCQwarta may be subject to a monthly Membership Fee and the payment of the monthly Membership Fee shall be a condition for the continued use of the HCQwarta. The amount of the Membership Fee shall be determined by Home Credit and will be communicated to the HCQwarta account holder via the modes of communications provided in this Agreement or any other supplemental agreements. Membership Fees paid, when imposed by Home Credit, are nonrefundable even in instances where the credit privileges are suspended or terminated, or in case the HCQwarta account holder elects to cancel the HCQwarta before its end date. The continued use of the HCQwarta and/or HCQwarta Account shall be construed as acceptance by the HCQwarta account holder of the amended terms, benefits, credit limit, and fees. The Membership Fee may be waived based on conditions to be set by Home Credit, which will be communicated to the HCQwarta account holder via the modes of communications provided in this Agreement or any other supplemental agreements.

#### **11. Credit Limit**

Home Credit shall determine, based on the credit standing, credit history, and financial capacity of the HCQwarta account holder, the credit limit to be given to the HCQwarta account holder. Home Credit shall, at its own discretion and at any time, implement changes in the Credit Limit applicable on the HCQwarta Account based on its risk management policies and guidelines in accordance with the regulatory requirement of the SEC, and the HCQwarta account holder shall be notified of such changes. The HCQwarta may be adjusted at any time and for whatever reason by Home Credit, and shall be communicated to the customer as soon as practicable via the modes of communications this Agreement or any other supplemental agreements.

The HCQwarta account holder shall monitor the balance not to exceed the approved HCQwarta and further agrees that Home Credit may reduce HCQwarta account holder's HCQwarta to an amount to be determined solely by Home Credit. Should the Outstanding Balance at any time exceed the approved HCQwarta, Home Credit reserves the right to decline any transaction or deactivate the HCQwarta. Any excess over the HCQwarta shall be considered due and demandable immediately without need of further notice or demand.

The HCQwarta account holder hereby acknowledges that the HCQwarta as reflected in e-Statement supersedes any and all HCQwarta amount as indicated in the Agreement or previous e-Statements. Home Credit may implement changes in your HCQwarta to an amount solely determined by Home Credit

#### **12. E-statement**

The mode of delivery of the e-Statement is through the mobile app or any other digital or electronic channel supported by Home Credit. The HCQwarta account holder shall immediately inform Home Credit in case the HCQwarta account holder fails to receive the e-Statement. In the absence of any report of failure to receive the e-Statement, the HCQwarta account holder is deemed to have received the same. The absence of the e-Statement or the HCQwarta account holder's failure to receive the same shall not relieve the HCQwarta account holder of its obligation to pay all charges arising from the use of the HCQwarta on the Payment Due Date. The e-Statement shall form an integral part of these Terms and Conditions. In the event of any error in the e-Statement, the HCQwarta account holder agrees to immediately notify Home Credit of said error. If no error is reported within thirty (30) days from the issue date of e-Statement, the HCQwarta account holder agrees and confirms that the e-Statement is considered as true and correct and considered as conclusive evidence of the matters to which it relates, in the absence of any manifest error, and no other document such as charge, sales slips, and other similar notifications may be used to prove the transactions in the e-Statement.

#### **13. Minimum Installment Amount Payable**

The Minimum Installment Amount Payable is the minimum amount to be paid by the HCQwarta account holder on or before the Payment Due Date. The Minimum Installment Amount Payable shall be determined based on due date precedence with penalties, charges and fees having a higher priority over the principal balance, with the following composition in the order provided below:

- a. Amounts already overdue (if any);
- b. Any Monthly Installment Amount already due (if any); and
- c. 10% of the Credit Limit or Total Amount Due, whichever is lower, which amount shall be prescribed to cover penalties first, then charges, fees, and the principal.

#### **14. HCQwarta Payment**

The HCQwarta account holder must pay the Minimum Installment Amount Payable, as shown in the e-Statement and must be received by Home Credit on or before the Payment Due Date. The payment through any authorized modes, or made to any accredited payment centers of Home Credit shall be considered as payment to Home Credit that is made on the same date. Payment which is less than or exact amount of the Minimum Installment Amount Payable shall be applied in the following order: the overdue amount (if any); the Monthly Installment Amount due (if any), the penalties, interest charges, fees and principal.

Upon receipt of a payment from a HCQwarta account holder whose account carries different interest rates for different types of purchases such as regular purchases, installments, balance transfers, Home Credit shall apply amounts in excess of the Minimum Installment Amount Payable first to the fees and charges, and then to the billed balance bearing the highest rate of interest, followed by the billed balance bearing the next higher rate of interest, until the payment is exhausted. The interest rate applicable on the Transaction Date pertaining to the amount shall be the basis for determining priority of payment. If, after application of the payment in the order provided in this paragraph, there remains an excess amount, the HCQwarta account holder may request a refund of such excess amount subject to the right of Home Credit to charge an Overpayment Refund Fee per refund.

In the event that the HCQwarta account holder fails to pay the Minimum Installment Amount Payable on the Payment Due Date, Home Credit reserves the right to temporarily suspend the HCQwarta until payment is made.

The HCQwarta account holder may also choose to avail of the Automatic Debit Arrangement (ADA) wherein the Minimum Amount Payable or Total Statement Balance (whatever is selected by the HCQwarta account holder) will be debited every month from the HCQwarta account holder's enrolled bank account three (3) days prior to Due Date, or until HCQwarta account holder has cancelled ADA service or terminated the HCQwarta agreement wherein if the HCQwarta account holder chooses the Total Amount Due, this amount will not include the interest fees that will be incurred between the billing and ADA payment dates. These interest fees will be included on the next billing statement.

Enrollment to ADA may be done by the HCQwarta account holder using his electronic signature and Home Credit's E-Services, as defined under the General Terms and Conditions.

Should the HCQwarta account holder avail of ADA, he/she undertakes to always maintain a sufficient amount for Home Credit to debit his/her account for the Minimum Installment Amount Payable or statement balance plus any fees or penalties, if any ADA enrollment shall cover existing loans and loans which the HCQwarta account holder may avail of in the future, except when the HCQwarta account holder requests that an ADA enrollment shall cover existing loans only.

At any time, the HCQwarta account holder may cancel ADA enrollment by calling Home Credit's hotline. After cancellation of ADA enrollment, HCQwarta dues may be paid through Home Credit's designated Payment Channels.

Any overpayment or related transaction, including disputes, suspicious or potentially fraudulent transactions, may be subject to review in accordance with Republic Act No. 12010, or the Anti-Financial Account Scamming Act (AFASA). The customer's overpayment (as mentioned please define "fund" or we can simply state overpayment) may be temporarily held for up to thirty (30) calendar days prior to release if the transaction is deemed unusual, lacks clear economic purpose, originates from unknown or illegal sources, appears to be connected to unlawful activities, or is suspected to have been facilitated through social engineering schemes. Clients are only permitted to make overpayments within the allowable threshold set for their account, as defined by the company's internal policies.

#### **15. Interest charge**

The HCQwarta account holder is required to pay at least the Minimum Installment Amount Payable as indicated in the e-Statement for every Billing Cycle. Interest is charged daily, with no grace period even between the billing and due dates, and will be computed as 4% (monthly interest rate) / 30 days (fixed) to get the daily interest rate, multiplied by the unpaid transaction and the number of days it was borrowed. The same computation is followed for each transaction. Home Credit reserves the right to change the interest rates and/or fees from time-to-time and to be effective in the next Statement of Account and after written notification sent to the HCQwarta account holder via the modes of communication provided in these Terms and Conditions subject to the right of the HCQwarta account holder under Section 21 hereof.

In computing the Interest Charge, the principal portion (purchase transactions) of the daily Outstanding Balance shall be multiplied by the interest rate effective on the day. To compute the daily interest rate, the prescribed monthly interest rate shall be divided by 30 days (fixed). The HCQwarta account holder agrees to pay Home Credit charges or interest on its obligation at a monthly rate as effective under the HCQwarta Agreement.

#### **16. Late Payment Fee**

If no payment is received on or before the Payment Due Date or if the payment is below the Minimum Installment Amount Payable, a Late Payment Fee as indicated in the HCQwarta Agreement shall be charged. The Late Payment Fee shall be imposed for every delay of a Billing Cycle.

#### **17. Default**

The HCQwarta account holder shall be considered in default, irrespective of the reasons for its occurrences and regardless of whether it is voluntary or involuntary, when any of the following occurs:

- a. HCQwarta account holder fails to pay for two (2) Billing Cycles at least the Minimum Installment Amount Payable on or before the Payment Due Date indicated in the e-Statement;
- b. HCQwarta account holder's Outstanding Balance exceeds the assigned Credit Limit;
- c. False information is given by the HCQwarta account holder to Home Credit or when any document, representation, or warranty made by the HCQwarta account holder to Home Credit is proven to be untrue or fraudulent at the time it was given;
- d. HCQwarta account holder fails to pay any other amount due and owed to Home Credit or its related companies or both, or fails to fulfill or perform any other undertakings or obligations under these Terms and Conditions or other contracts with Home Credit or other related companies, or both;
- e. HCQwarta account holder violates any of the provisions of these Terms and Conditions and of any contract or other related documents it executed with Home Credit relating to any credit facility granted by Home Credit;
- f. HCQwarta account holder becomes legally incapacitated or insolvent; and
- g. An event or circumstance that in Home Credit's reasonable opinion, could adversely affect the HCQwarta account holder's performance or payment of obligations under these Terms and Conditions.

In case of default, Home Credit shall have the right to suspend or cancel the privileges of the HCQwarta, and the Outstanding Balance and all charges on the HCQwarta shall become immediately due and demandable without notice or demand.

In case the account holder has outstanding liability during the 24-month period of his HCQwarta account, Home Credit may continue to charge interests and fees to the account holder until his outstanding balance has been settled.

The HCQwarta account holder authorizes Home Credit to submit its name to the credit bureau. If Home Credit needs to refer the HCQwarta account holder's case to a collection agency or through an attorney-at-law, the HCQwarta account holder shall be liable to pay the cost of collection and/or attorney's fees and the expenses of litigation and judicial costs as applicable, which may be charged to the HCQwarta Account.

#### **18. Suspension, Cancellation, Termination and Non-renewal**

Home Credit may, upon its sole determination that circumstances warrant or that there is a valid reason, and without prior notice to the HCQwarta account holder, suspend, cancel, or terminate the HCQwarta Account and/or the HCQwarta or its privileges at any time, or to not proceed with renewal of the HCQwarta, provided that, the HCQwarta account holder will be notified immediately of such suspension, cancellation, or termination. The HCQwarta account holder shall have the right to appeal the same subject to mutual agreement with Home Credit. The HCQwarta account holder agrees to hold Home Credit free and harmless from any claim for damages arising from such termination. The HCQwarta account holder may, at any time, terminate the use of the HCQwarta by calling Home Credit at the Customer Service Hotline. The termination is subject to the immediate payment of the Outstanding Balance including all charges and obligations incurred in connection with the use of the HCQwarta. The HCQwarta account holder will be advised over the Customer Service Hotline on the due date of the Outstanding Balance and the applicable interest rate until final settlement has been made. The HCQwarta shall be deactivated at the date when the termination was requested and the termination of the HCQwarta Account will be made final only upon full settlement of the Outstanding Balance and will continue to incur applicable fees and charges until termination of the HCQwarta is final. Unless Home Credit receives a request from the HCQwarta account holder to cancel the activated HCQwarta, the HCQwarta Account will continue incurring the applicable fees even if the HCQwarta is not used after its activation.

#### **19. Collection**

Home Credit may appoint third parties, in accordance with relevant laws and regulations on outsourcing arrangements, for the collection of the amount due from the HCQwarta account holder. Should a third party be engaged for collection, Home Credit shall inform the HCQwarta account holder in accordance with Section 26 of the actual endorsement or transfer of endorsement, the names and contact details of the agency to whom the account is endorsed or transferred. If the collection is referred to a collection agency or enforced through court action, the HCQwarta account holder agrees to pay the costs of collection in addition to whatever damages incurred by Home Credit in connection with the enforcement of its rights against the HCQwarta account holder.

#### **20. Compliance with Laws and Regulations.**

HCQwarta account holder warrants that it will comply with all applicable Philippine laws, rules, and regulations pertaining to the use of the HCQwarta.

#### **21. Authorization through Telephone, E-mail and Other Form of Instructions**

The HCQwarta account holder authorizes Home Credit to rely upon and act in accordance with any notice, instruction, or other communication which may be given by telephone, e-mail, SMS, or other means of communication, electronic or otherwise, by HCQwarta account holder or on his behalf which Home Credit believes in good faith to have been made by the HCQwarta account holder or upon his instructions or for his benefit. Home Credit reserves the right to require the instructions to be contained or sent in a particular form or the submission of supporting documents.

## **22. Recording of Communications**

The HCQwarta account holder agrees to the recording of all forms of communications between the HCQwarta account holder and Home Credit. HCQwarta account holder likewise agrees and expressly consents that the recorded communication may be used by Home Credit or any authorized third party as evidence of the transaction and/or agreement in any legal proceeding.

## **23. Notices and Communications.**

The HCQwarta account holder shall promptly notify Home Credit of any changes on the information declared by the HCQwarta account holder during the application for the HCQwarta, provided that in the absence of such notification, the HCQwarta account holder confirms the validity and effectivity of the last known information provided to Home Credit and accepts that any communication provided by Home Credit on such information shall be binding and effective upon the HCQwarta account holder.

The HCQwarta and any demands, notices, or any other communications contemplated under these Terms and Conditions may be delivered personally, or sent by ordinary post or commercial courier, or by email or SMS, or through Home Credit's mobile application or website, and such communications shall be deemed to have been received by the HCQwarta account holder on the day of delivery if delivered by hand or commercial courier, and within five (5) days after posting, if sent by post, or on the date sent via email or SMS by Home Credit to the HCQwarta account holder, and at the time of notification to the HCQwarta account holder by publication in the Home Credit mobile application or website.

## **24. Limitation of Liability**

The HCQwarta account holder confirms that it will hold Home Credit, its directors, officers, employees, agents, and assignees free and harmless against any claim, suit, liability, and loss or damage of any nature that may arise as a result of or in connection with the use of the HCQwarta and transactions made through its use.

Home Credit shall not be liable for any special, consequential, or indirect damages suffered by the HCQwarta account holder even if Home Credit has been advised of the possibility thereof. The above provision shall survive the termination, cancellation, or suspension of the HCQwarta or the right to use the HCQwarta.

## **25. Venue of Actions**

Any suit or proceeding to be filed by either the HCQwarta account holder or Home Credit shall be filed in the proper courts of Metro Manila to the exclusion of all other courts.

## **26. Non-waiver of Rights**

Any waiver of rights by Home Credit shall be made in writing and signed by its duly authorized representative. Any failure or delay on the part of Home Credit in exercising any right or power shall not constitute as waiver of said right or power nor shall partial exercise of rights waive those rights not exercised.

## **27. Amendments**

Home Credit reserves the right to amend the terms and conditions in this Agreement at any time, and such amendments shall bind the HCQwarta account holder 60 days from the time of notification. Home Credit may notify the HCQwarta account holder by publication, including through Home Credit's website (website [www.homecredit.ph](http://www.homecredit.ph)), and/or other means of communication (such as telephone, online customer portal, SMS, push notification, email, social media account, etc.).

## **28. Assignment and waiver**

Home Credit may assign, discount, sell, or transfer partially or in full its rights and obligations against the HCQwarta account holder. The HCQwarta account holder shall not claim against the assignee or transferee, as the case may be, any set-off rights or obligations owed by Home Credit to the HCQwarta account holder.

## **29. General Terms and Conditions**

The terms and conditions form part of the HCQwarta Agreement signed by the HCQwarta account holder together with the General Terms and Conditions. In case of inconsistency between any provision of the General Terms and Conditions and of these terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

## **30. Taxes, Fees and Expenses.**

The HCQwarta account holder shall assume all taxes, fees, and expenses that may become due in connection with the issuance and use of the HCQwarta and/or any other credit facility granted by Home Credit in connection with the HCQwarta.

## **31. Complaints**

Any complaints by the HCQwarta account holder pertaining to the use of the HCQwarta and/or the HCQwarta Account shall be communicated to Home Credit via its Customer Service Channels or through Home Credit's chat team at [www.homecredit.ph](http://www.homecredit.ph) and the HCQwarta account holder shall provide Home Credit with all necessary information and/or documents in order to properly resolve the complaint. For other concerns, the HCQwarta account holder may call Home Credit's Customer Service at (02) 7753-5711 or e-mail at [info@homecredit.ph](mailto:info@homecredit.ph). To know more about the Customer Service Channels, the Customer may visit [www.homecredit.ph/contact-us/](http://www.homecredit.ph/contact-us/). Home Credit shall conduct a thorough investigation and provide the necessary feedback, clarification, resolution details, updates, to the Customer within ten (10) business days from receipt of the concern. Home Credit is regulated by the Securities and Exchange Commission (SEC) ([www.sec.gov.ph](http://www.sec.gov.ph)) with email address [fcd\\*complaints@sec.gov.ph](mailto:fcd*complaints@sec.gov.ph).

## **ACCEPTANCE**

The HCQwarta Account Holder confirms having read and understood and agrees to the entire HCQwarta Agreement constituting of the above clauses, including the General Terms and Conditions and the Applicant Consent Form. The HCQwarta Account Holder confirms that the HCQwarta Agreement and the other documents have been explained to the HCQwarta Account Holder in a language understood by the HCQwarta Account Holder. The HCQwarta Account Holder is aware that Home Credit has agreed to grant the Customer the use of the HCQwarta only after the HCQwarta Account Holder has agreed to abide by the terms of this HCQwarta Agreement.