

Esther Finance Limited P2P Lending User Agreement

Welcome to the ESTHER FINANCE LIMITED P2P website. As a condition for using this website, you must agree to the following terms and conditions. If not, we are sorry to see you go, but we recommend that you exit this website.

We reserve the right to change or amend this User Agreement from time to time without notice. All such changes become effective upon being posted to the website. We will make an effort to notify you of changes, however, you acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any changes.

Please note that we may terminate, suspend, change, or restrict your access to all or any part of the Website without cause, notice, or liability.

TERMS AND CONDITIONS

1. Introduction

1.1 This agreement outlines the terms and conditions between lender (also referred to as "User" or "you" or "your") and Esther Finance Limited (also referred to as "Esther ", or, the "Company ",) under which the User agrees to lend money through the Company's peer-to-peer lending website (the "Platform ") to third party Borrower(s).

1.2. These Terms and Conditions shall commence on the date you register to open an account with the Company and shall remain valid and binding for as long as you have outstanding Loan Agreements or Lending Commitments

1.3. It is important that you read these Terms and Conditions carefully. It is also important that you understand that peer-to-peer lending is not covered by the Financial Services Commission (the "FSC ") or Jamaica Deposit Insurance and therefore your money may be at risk if the Borrower(s) fail to repay a Loan Agreement to which you are Matched. We strongly recommend that you seek independent financial and legal advice when considering whether to lend your money through the Platform.

1.4. The Company does not provide any advice, nor does it make any recommendations to you. The Company solely Matches you to Borrower(s) on the Platform. It is the Lender responsibility to assess whether the Platform is suitable or appropriate for his/her needs and any decision made to use our Services is done so entirely at Lender risk. Please note that your agreement to the Terms and Conditions set out herein, does not imply that we have confirmed your use of the Platform or that the Company's services are suitable or appropriate for you. The Company advice that you consider whether lending through the Platform meets your required **risk levels** and **investment objectives**, and that you should only commit such funds that you are able to financially bear the risk of losing, considering your other financial commitments. By using the Platform, you confirm that you are legally competent to agree to the Terms and Conditions and that you have the necessary experience and knowledge to understand the risks involved, or are able to take advice from a relevant qualified investment professional or advisor to assist you in understanding the risks involved.

1.5. You confirm your agreement to these Terms and Conditions either by registering on our online application system or by signing a physical copy of these Terms and Conditions and returning them to the Company. You should read these Terms and Conditions carefully before making an online application or

signing a physical copy of them and you should retain a copy for future reference. Please refer to clause 26.2 for information regarding future amendments to the Terms and Conditions.

1.6. Where the Company has published a document which is referred to within these Terms and Conditions (such as a policy document), that document shall also form part of these Terms and Conditions and shall be deemed to have been agreed to by you. In the event of any conflict between these Terms and Conditions and a document referenced within them, these Terms and Conditions shall prevail.

2. Definitions and Interpretation

2.1. The following definitions should be read carefully as they provide important explanation and guidance on interpretation of the language used in these Terms and Conditions

“Application” means a claim submitted by a lender who has suffered loss as a result of a Default Event.

“Business Day” means a day (other than a Saturday, Sunday or Public Holiday) when banks in Jamaica are open for business.

“Borrower” means an individual (s) or legal entity that is registered under Laws of Jamaica and has been approved for a loan by the Company’s Credit Approval Team.

“Credit Approval Team” means the Company’s credit committee which evaluates and approves all potential Borrowers and Borrower loan requirements on the Platform.

“Default Event” means an event where a Borrower defaults under a Loan Agreement and fails to remedy that default in accordance with that Loan Agreement.

“Early Pay Out” means the service provided by the Company where, on the request of a Lender, we may arrange for the transfer of that Lender’s contractual rights in a Loan Agreement to another Lender on the Platform so as to facilitate earlier than anticipated repayment.

“Holding Account” means a segregated bank account where cleared funds which you deposit with us are held on your behalf to enable you to make Lending Commitments.

“Early Pay Out” means the service provided by the Company where, on the request of a Lender, we may arrange for the transfer of that Lender’s contractual rights in a Loan Agreement to another Lender on the Platform so as to facilitate earlier than anticipated repayment.

“Holding Company” is a temporary service where the Company hold any money Lender wishes to have cleared and ready when making Lending Commitments

“In Case Fund” means the discretionary accrual of funds by Esther for the purpose of compensating a Lender where a Borrower with whom that Lender has been Matched has failed to meet its payment obligations in accordance with a Loan Agreement.

“In Case Fund Board” means the board of Directors of Esther.

“Information” means any of the information that can be viewed or downloaded from the Website (including the Platform) and includes, but is not limited to, data, pricing information, terms, images,

reports, policies and software and also includes any copyright, Intellectual Property Rights, Information Technology or other commercially valuable property of the Company.

“Information Technology” means all computer hardware (including network and telecommunications equipment), databases, and all computer software (included the Platform or any software required for the Platform) owned, used or leased by the Company.

“Intellectual Property Rights” means all patents, rights to inventions, copyrights and related rights, trade marks, business names and domain names, rights in get up, goodwill and rights to sue for passing off, database rights, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, whether registered or unregistered, including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim property from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Lender” means you and/or another lender (including, without limitation, Esther) on the Platform, as the case may be.

“Lending Commitment” means a commitment by a Lender to lend money through the Platform based on the terms and conditions of the Product or Products selected by that Lender.

“Loan Agreement” means a contractual agreement between the Borrower and the lender, where the Lender agrees to lend and the Borrower agrees to borrow a fixed sum of money for a specified period at a fixed rate.

“Match”, “Matches”, “Matched” or “Matching” refers to the process of matching a Borrower with one or more Lenders through the execution of a Loan Agreement by a Lender or through the transfer of a Loan Agreement to a Lender by way of assignment, novation, sale, sub-participation or any other suitable method of transfer.

“Matching System” means the automated matching programme run by the Company that Matches Lenders and Borrowers.

“My Account” means your personalised secure area of the Platform (**accessible through your log-in details**) which shows the Loan Agreements to which you have been Matched, your Lending Commitments and your balance in the Holding Account.

“Platform” means the internet based peer-to-peer lending service provided by Esther and includes all secure areas of the Website in addition to any technology made available to Lenders.

“Product” means each individual lending product made available on the Website.

“Security” means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest inclusive of approved salary deduction arrangements.

“Security Trustee” means an individual or legal entity holding the various security interest created on trust for the various creditor.

“Service Providers” means all third-party suppliers who provide either a service or product to the Company which is used by us to provide the Services.

“Services” means the provision of the Platform and other related and ancillary services including, without limitation, the provision of credit reference information, online identification, verification software, banking applications and the technology that supports the Website and Platform.

“Thirty Day Product” means the Product available on the Platform called the “30 Day Product (Income)” or “30 Day Product (Capital)”.

“Website” means all web pages established under the domain name of the Company.

3. Interpretation

3.1. In these Terms, the following rules of interpretation shall apply:

(a) clause and paragraph headings shall not affect the interpretation of these Terms;

(b) a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person’s personal representatives, successors, permitted assigns and permitted transferees;

(c) unless the context otherwise requires, words in the singular shall include the plural, and in the plural, shall include the singular; and

(d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

4. Legal and Regulatory Information

4.1. Esther Finance Limited is a limited liability company registered under the Laws of Jamaica.

4.2. Esther is not authorized or regulated to provide Lenders with advice on the Loans they enter into, nor to provide any other designated investment service regulated by the FSC. Nor does any Esther entity provide fiscal, financial, legal or other professional advice to Lenders.

5. Basis of Agreement

5.1. These Terms and Conditions and the terms of any Loan Agreement to which you are Matched constitute the terms on which you agree to lend money to third party Borrower(s) through the Platform.

5.2. The Terms and Conditions constitute the entire agreement between you and the Company. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in these Terms and Conditions.

5.3. These Terms and conditions apply to any Services we provide to you, to the exclusion of any other terms that may be imposed or incorporated, or which are implied by trade, custom, practice or course of dealing, save where any such terms are agreed by the Company in writing.

6. Lender Representations and Warranties

6.1. Representations and warranties are statements and promises made by you to the Company which the company deem as being accurate and reliable in its dealings with you. Upon agreeing to the Terms

and Conditions set out herein and each time you use the platform or Services or when you make a lending commitment or you are Matched to a Loan Agreement you make the following representations and Warranties

(a) you are over the age of 18 years;

(b) you are of sound mind and have the capacity to accept these Terms and Conditions, and to be Matched to each Loan Agreement;

(c) all personal information that you provide about yourself is accurate and true to the best of your knowledge;

(d) *you hold a bank or credit union account in Jamaica in your own name and will use this account or a credit card issued to you to transfer money to your Holding Account and any repayment to you will be repaid to this account, except, where notified to us in accordance with clause 14.5;*

(e) *Employed at least 2 years at same employers*

(f) you have carefully considered the risks involved with using the Platform, the Services and being Matched to Loan Agreements and also the risks associated with peer-to-peer lending, including but not limited to the possibility of losing all the money you lend;

(g) you will only ever lend your own money unless you are authorised on behalf of a third party ("Third Party") through a Power of Attorney, authorizing you to deposit , lend collect and recover money on their behalf

(h) if you are legally authorized to accept these Term and Conditions on behalf of a legal entity such as a company, trust or partnership, you are required to provide proof of said authorization (by way of a copy of any document which shows the valid and subsisting authorisation), except in the case where, you are a Director Trustee or Partner;

(i) you (as an individual or a legal entity) have only registered as a Lender once with the Company and you only hold one Holding Account, except where you have registered as a Lender in your personal capacity and have disclosed to us that you are seeking to register as a Lender on behalf of a separate legal entity or a Third Party;

(j) you are not breaching any laws or regulations that are applicable to you or any company, trust or partnership upon whose instructions you are acting; and

(k) if you are not a resident of Jamaica, your use of the Platform or being Matched to Loan Agreements does not violate any laws or regulations applicable in your country of residence.

7. Risk Acknowledgement

7.1. You acknowledge and confirm that you have carefully considered the risks involved in lending your money through our Platform and that your participation in any Loan Agreement is entirely at your own risk, and the Company will not be obligated to abate any loss you may suffer; any assistance provided by the Company is discretionary and can be discontinued at anytime.

7.2. You acknowledge that by making a Lending Commitment and being Matched to Loan Agreements you are engaging in peer-to-peer lending and that at no time do you, as a Lender, lend money to the Company.

7.3. You understand that you risk losing your money where a Borrower with whom you have been Matched defaults on repayments or on payments of interest and the Company has no liability for any such loss and that you are not protected by the Financial Services Commission.

7.4. Where the Security Trustee holds Security and steps are being taken to enforce such Security, you are aware that the recovery process may result in delays in returning any monies due to you, and any cost associated with the recovery process will be your cost and the Company reserves the right to deduct such funds from monies being returned to you.

7.5. You acknowledge that the In Case Fund is a discretionary fund and the In Case Fund Board is not obliged to provide compensation to you should a Default Event occur. You acknowledge that the In Case Fund does not perform the same function as a Government Deposit Guarantee Scheme.

7.6. You acknowledge and confirm that you have made your own independent decision to make Lending Commitments and to be Matched to Loan Agreements and that your decision is based on such information as you deem appropriate under the circumstances and is without reliance upon the Company.

7.7. You confirm that the Company has not offered you any investment advice, nor have you received any investment advice from them, relating to the suitability of any of the Products, and your participation in any Loan Agreement through the Platform is done so entirely at your own risk. If you are in any doubt, we strongly recommend that you seek independent advice from a licensed financial advisor and/or attorney-at-law.

7.8. You acknowledge that, subject to these Terms and Conditions, you will not be entitled to receive repayment of any money until the Borrower to whom you have lent money has made a repayment and payment of interest in accordance with the terms of the applicable Loan Agreement.

8. Platform Access and Use

8.1. The Platform and Website is, at all times, subject to the Company's Website Terms of Use.

8.2. Secure access to the Platform is provided by way of your username and password. These log-in credentials are unique to you and are the primary method of securely identifying you when delivering our Services to you. It is therefore extremely important that you keep your username and password secure at all times and do not store them on a device or computer that would permit someone else to impersonate you.

8.3. If you suspect that your secure access to the Platform has been compromised in any way, it is your responsibility to contact the Company.

8.4. You agree that you will not provide your username and password to any third parties and, in the event of any breach of this clause, you shall be responsible for any actions performed on your account by any such third party.

8.5. You agree that you will only use our Platform for the purposes set out in these Terms and Conditions.

8.6. You agree that you will not attempt to gain unauthorised access to the secure areas of the Website or Platform and furthermore you will not attempt to use code or software to manipulate or automate functions available on the Website.

8.7. You understand and agree that the Company may store your IP address information and may monitor your use of the Website in accordance with our cookie policy.

8.8 Access to the Platform may be restricted at the discretion of the Company, particularly during periods of maintenance and updating.

8.9. The Company has the right not to act on your instructions including where the Company deem that your instruction was not sufficiently clear, or the Company could not verify your identity to our satisfaction, or the instruction was not made by you, or the Company believe that the instruction may be related to an illegal activity.

8.10. It is understood and agreed that you are responsible for any telecommunication costs, broadband fees or data charges that you incur though your access to the Platform.

9. The Lending Process

9.1. order to lend money using the Platform, you must make a Lending Commitment through the Platform by selecting one or more Products and indicating the maximum amount you wish to commit in relation to each Product.

9.2. Lending Commitments are irrevocable.

9.4. You may make one or more Lending Commitments in one or more Products provided that you have cleared available funds in your Holding Account up to the aggregate amount of the Lending Commitments.

9.5. You can send funds to your Holding Account by bank transfer or via an acceptable credit/debit card. All funds must be sent from a bank account in your name. Once the funds have cleared, you will see the balance available in the My Account section of the Platform.

9.6. Upon receipt of your Lending Commitment, the Company will aggregate your Lending Commitment with the Lending Commitments of other lenders on the Platform and Match you with one or more Borrowers through the Matching System.

9.7. The Company will originate and service your Loan Agreements .

9.8. Once you have been Matched with one or more Loan Agreements and whilst you have at least one Lending Commitment which has not expired, the Company may also, through the Matching System, transfer by assignment the whole or part of your interest in a Loan Agreement to another Lender or transfer by assignment the whole or part of another Lender's interest in a Loan Agreement to you.

9.9. If you are Matched to a Loan Agreement which has a shorter or longer term than the term specified in your Lending Commitment and whilst the Company will endeavour, through the Matching System, to repay your money at the expiration of your Lending Commitment, you will not be repaid any earlier than the expiry of your Lending Commitment and you may not be repaid until the repayment of the Loan Agreements to which you are, at any time, Matched as Lender.

9.10. You may be Matched to a Borrower whose Loan Agreement has a different interest rate to the rate specified in the Products which form part of your Lending Commitment. You will only be paid the rate of interest set out in your Lending Commitment.

9.11. Provided that a Loan Agreement has not been removed from the Matching System pursuant to clause 10.7, you may be Matched to a Loan Agreement which is subject to a Default Event.

9.12. The Company is under no obligation to operate the Matching System and may Match Lenders with Borrowers using any process it deems appropriate and there may be instances where, having made a Lending Commitment, some or all of your funds are not Matched.

9.13. You hereby irrevocably appoint the Company to perform all duties relevant to the Loan Agreements for as long as these Terms remain in force and to manage the recovery processes where any Borrower(s) has failed to make payments to you under any Loan Agreement or where a Default Event has occurred. As part of this recovery process, you provide us with the requisite authority to sub-contract this process to a third party to act on your behalf, the cause associated with the recovery may be deducted from the sum you recover.

9.14. You agree that any Security provided by a Borrower(s) shall be held by the Security Trustee and the Security Trustee shall be entitled to enforce the Security on your behalf where necessary.

9.15. You are not permitted to vary or cancel the terms of any Loan Agreement to which you are Matched as a Lender.

9.16. All of your Lending Commitments are visible to you within the **My Account** section of our Platform. Importantly, you can also view how much of your Lending Commitment is actually on loan on a real-time basis from within this section.

9.17. The Company may, in its absolute discretion, repay all amounts, together with accrued interest, that may be owing to you at any time pursuant to a Loan Agreement or a Lending Commitment without prior notice.

9.18. The Company may, in its absolute discretion, turn off the Matching System, and your interest in Loan Agreements will no longer be capable of transfer by assignment and you will no longer be Matched with new Lenders.

10. In Case Fund

10.1. Any Lender who has suffered a loss as a result of a Default Event may make a claim to the In Case Fund Board for compensation (each an "Application").

10.2. The In Case Fund Board shall review all Applications and shall have absolute discretion in deciding whether to accept or reject an Application.

10.3. The In Case Fund Board shall not be required to provide an explanation or justification as to why any Application for compensation was accepted or rejected, and there shall be no appeal process where the Application is denied .

10.4. The In Case Fund Board may, in its absolute discretion, make a payment from the In Case Fund to a Lender without any prior discussion with or notification to the Lender or in the absence of an Application

being received. Such payments may be made either in anticipation of a Default Event or as a result of a Default Event.

10.5. Where you have received compensation from the In Case Fund as a result of a Default Event occurring, you shall not be entitled to receive any further payments or interest in relation to that proportion of the loan made under the Loan Agreement to which the compensation relates. Furthermore, that proportion of a loan to which the compensation relates shall be automatically transferred by assignment to the Company and the Company shall be entitled to benefit from any rights, future interest payments, title and Security relating to the transferred proportion of the loan made under the Loan Agreement.

10.7. In the event of a Default Event occurring in relation to a Loan Agreement, that Loan Agreement may be removed from the Matching System at the absolute discretion of the Company and, in those circumstances, you will remain as Lender under that Loan Agreement. We do not guarantee that any loans made by you under such Loan Agreement will be repaid to you.

11. Holding Account

11.1. The Holding Account is provided as a temporary service to hold any money you wish to have cleared and ready when making Lending Commitments and any interest accruing on sums held in the Holding Account will be for the account of the Company and will not be paid to you.

11.2. The Holding Account is provided to the Lender as a convenience and it is not a service in its own right.

11.3. All money deposited by Lenders in the Holding Account is held in a segregated bank account and Esther has furthermore elected that it will hold all such money together with other money that Esther holds for other persons in the conduct of its activities (including other Lenders) . All such money is recognised as **Client's Money**. When you accept the Term and Conditions set out herein, you are deemed to consent to this arrangement.

11.4. In summary, the treatment of the Holding Account as a Client's Money account means that, were we to cease to operate the following will occur.

(a) the moneys standing to the credit of the Holding Account would then be ratably returned to the Lenders who had placed moneys there if the total is insufficient to satisfy all such obligations; and

(b) certain procedures apply that enable the distribution of these monies as priority distributions to be overseen by any liquidator or administrator of the affairs of the Company.

11.5. Please note that the Company does not accept responsibility to you, for the solvency of the commercial bank at which the Holding Account is maintained.

12. Early Pay out

12.1. The Company offer an Early Pay Out service at the Company's sole discretion.

12.2. The Early Pay Out allows a Lender to gain immediate access to their money by requesting that the Company transfer their interest in a Loan Agreement to another Lender through the Matching System.

12.3. The Company has absolute discretion on whether to offer Early Pay Out to Lenders and it is at all times subject to there being other Lenders willing to receive a transfer of an interest in a Loan Agreement.

12.4. The Company is not required to provide any explanation or justification as to why a request for Early Pay Out has been accepted or rejected.

12.5. The Company will charge you an administration fee (which shall include an interest rate adjustment) for using the Early Pay Out service. The charge and calculation methodology shall change from time to time; however, the administration fee shall be fully disclosed to you at the time a request for Early Pay Out is made.

12.6. If your Early Pay Out request is processed, the money to which the Early Pay Out request relates shall be returned to your Holding Account together with any accrued/ interest less the administration fee.

13. Interest Payment Policy

13.1. You shall start to accrue interest after making a Lending Commitment and you are Matched to a Loan Agreement. The rate of interest that will accrue on the amount of your Lending Commitment shall be that rate set out in the Product which comprises your Lending Commitment and the rate of interest set out in the Loan Agreement(s) to which you are Matched.

13.2. Accrued interest shall be paid directly to your Holding Account and such payments shall be made in accordance with the terms of the Products which comprise your Lending Commitment.

14. Term and Termination

14.1. Except as otherwise terminated in accordance with the provisions below;

14.2. These Terms and Conditions may be superseded by any amended Terms in accordance with clause 26.2.

14.3. These Terms and Conditions may be terminated by you provided that you have no outstanding Lending Commitments or Loan Agreements. Notice of termination must be provided in writing to the Company.

14.4. These Terms and Conditions may be terminated by the Company at any time without notice.

14.5. Upon termination, the Company will return any funds held in your Holding Account to the same bank account used to send the money to us unless you have notified us in writing of any change of bank account details. If you have any outstanding Lending Commitments or Loan Agreements, the Company shall treat the termination as an Early Pay Out request and clause 12 shall apply to the early repayment of your funds before the end of the term of your Lending Commitment. Where termination has been made by the Lender, the administration fee and for Early Pay Out per clause 12 shall be applied automatically to the Lender's account. Where termination has been made by the Company, there shall be no fee applied to the Lender's account as a result of Early Pay Out and the Lender's money shall be returned along with all paid interest and pro-rated accrued interest at the full agreed rate when first entering the Lending Commitment.

15. User Identification

15.1. As part of the account opening process, you will be asked to provide personal information about yourself. The Company will use this information to verify your identity using a number of checks and balances.

15.2. You agree that the Company may pass your personal information to our Service Providers or any other recognised third party company solely for the purposes of verifying your identity, performing credit history and anti-money laundering checks and fraud prevention.

15.3. We do not have to accept you as a user or accept any funds from you until we have satisfied ourselves, at our absolute discretion, that we have sufficient and appropriate information to accept you as a Lender or Borrower as the case may be. We do not have to give you any reason for rejecting or delaying an application from you.

16. Confidentiality

16.1 The Company offer anonymity to both Lenders and Borrowers. As a Lender(s), you will not be provided with the name or identity of the party to whom you have lent money. Similarly, your identity will not be revealed to a Borrower(s).

16.2. You agree not to make attempts to establish the identity of, or contact, any of the Company's Lenders or Borrowers.

17. Tax

17.1. The Company does not provide any advice or guidance in relation to tax or otherwise and therefore we strongly recommended that you consult an independent financial advisor or tax advisor if you are unsure as to what your tax obligations are.

17.2. It is your responsibility to ensure that any tax liabilities which you incur (through interest earned on loans placed on the Platform or otherwise) are paid to the relevant taxation authority. We will not withhold any tax on your behalf except where required by law.

17.3. The Company has no liability in relation to any tax liabilities incurred by you.

18. Cookies

18.1. You confirm that you have read and understood our Cookie Policy which provides information and guidance relating to our use of Cookies, and which can be found at the following website address:

18.2. You also further acknowledge that the Company may amend this policy from time to time without notice.

19. Privacy

19.1. You confirm that you have read and understood the Company's Privacy Policy which provides information on how we use and store the personal information that you provide to the Company, and which can be found on the website.

19.2. You also further acknowledge that the Company may amend and update this policy from time to time without notice.

20. Intellectual Property Rights

20.1. All Intellectual Property Rights in or arising out of or in connection with the Platform and the Services shall be owned by the Company.

20.2. The Lender acknowledges that, in respect of any third party Intellectual Property Rights, the Lender's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Lender.

20.3. The Platform, the Website, and all Intellectual Property Rights are the exclusive property of the Company.

21. Protecting Company Information

21.1. All Information is owned by the Company or our Service Providers. You agree to use the Company's Information only in accordance with these Terms and Conditions.

21.2. You agree not to use the Company's Information in a manner which would result in a material commercial gain, other than for the purposes of lending or borrowing through our Platform.

22. Indemnity

22.1. You agree to indemnify and hold harmless the Company, any Lender or Borrower, any employee or director of a member of Esther, our Service Providers, and all our other agents or sub-contractors, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal and other reasonable professional costs and expenses) suffered or incurred as a result of:

(a) your fraudulent or illegal use of the Platform, the Services or the Website;

(b) your negligence or any default by you of any of these Terms and conditions or the terms of any Loan Agreement to which you are Matched;

(c) any inaccurate or information that you have knowingly provided to us;

(d) your allowing any other person to access your account either with your permission or as a result of your failure to keep your username and password private;

(e) any service that you have offered, whether with or without our permission, to another third party using our Platform, Services or Website;

(f) any moratorium, rescheduling, refinancing, suspension of payments or similar arrangement or circumstances applying to you and which restrict a Borrower's ability to repay under a Loan Agreement; or

(g) any claim made against you for actual or alleged infringement of the Company's Intellectual Property Rights or any actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Services or your use of the Platform;

22.2. You agree that neither the Company nor any member of Esther has any obligation to reimburse or indemnify you for any cost, loss or liability which you incur as a result of the failure of any Borrower to perform its obligations under the Loan Agreement.

22.3. Nothing in this clause shall restrict or limit either party's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this clause 22.

23. Limitation of Liability

23.1. Without limitation, neither the Company, nor any directors, officers, employees, advisors, agents or

Service Providers of the Company, accepts any liability whatsoever for any losses arising from the following circumstances:

- (a) a Default Event;
- (b) any Platform downtime or system outage;
- (c) any decision by the Credit Approval Team;
- (d) computer viruses, malware or errors received by you through the Platform;
- (e) any tax payable by you;
- (f) use of the Platform by a third party using your username and password as a result of your failure to keep such information confidential;
- (g) any due diligence or credit checks carried out by us about you; and
- (h) any failure to Match your Lending Commitment to a Borrower.

24. Force Majeure Event

24.1. For the purposes of this clause, "Force Majeure Event" shall mean any circumstance outside the Company's control including but not limited to any interruptions or failures relating to internet service providers, internet signal, connections, electricity providers, configurations of any Lender's or Borrower's computers, any acts of god, flood, drought, earthquake or other natural disaster, any collapse of buildings, fire, explosion or accident, any acts of terrorism, civil war or commotion, riots or any law or any action taken by a government or public authority, including, without limitation, the failure to grant a necessary licence or consent.

24.2. The Company shall not be in breach of these Terms and Conditions nor liable for delay in performing or failure to perform any of its obligations under these Terms and Conditions if such delay or failure results from a Force Majeure Event.

25. Right of Set Off

25.1. We have the right to immediately and without notice set off any liability or debt that is owed by you to either the Company or the Lender.

26. General

26.1. These Terms and Conditions and any dispute arising out of or in connection with their subject matter shall be governed by and construed in accordance with the laws of Jamaica and the parties agree that the courts of Jamaica shall have exclusive jurisdiction to settle any dispute or claim arising in connection with these Terms and conditions provided that mediation shall first be attempted.

26.2. The Company shall be permitted to make amendments to these Terms and Conditions from time to time and shall notify you of such amendments in writing or by e-mail. You will be deemed to have accepted such amended Terms and Conditions either by indicating your acceptance on the Platform or by making new Lending Commitments. For the avoidance of doubt, the Terms applicable at the time you make a Lending Commitment will not be amended for the duration of that Lending Commitment. Any further Lending Commitments which you make will be subject to the Terms and Conditions in effect at that time.

26.3. You agree that the Company may assign its interest under these Terms and Conditions to any third party without notice.

26.4. The Company's rights and obligations under these Terms and Conditions are personal to you which means that you cannot assign them to another party without the explicit prior written consent of an officer of the Company.

26.5. The Company may record all telephone calls and other communications for the purposes of security and training.

26.6. You understand that the Company will endeavour to be open on all Business Days. However, its offices and telephone lines will be closed on weekends and over public holidays. You further acknowledge that the Company will make reasonable efforts to ensure that the Platform is available continuously however that there may be instances where access to the Platform is restricted as a result of scheduled maintenance, technology failure or network failure.

26.7. If any section or element of these Terms and Conditions is found to be unenforceable, in contradiction of any law, or illegal, such findings shall not affect the validity of the remainder of these Terms and Conditions.

26.8. The Platform displays all statements relating to your account, which are available on demand. Should you request paper copies of statements to be sent to you, the Company reserves the right to charge a fee of JMD\$250.00 per request. The Company shall bear no responsibility or liability for any unauthorised payments either by a Lender or Borrower which is not made through the Platform.

26.9. Any and all calculations carried out in relation to this agreement, the Platform and the Matching System shall be rounded to two or more decimal places.

26.10. The Company shall send all electronic communications to you by way of secure message within the Platform. You agree that any notifications sent using this facility within the Platform shall be deemed an acceptable form of written notification.

26.11. If the Company does not strictly apply its rights under these Terms and Conditions at a specific time, it does not restrict the Company from applying them at any time in the future.

26.12. If the Company chooses to translate these Terms and Conditions into another language at some point in the future, it does so for reference purposes only and the English version shall prevail.

26.13. The Company shall be under no obligation to provide a Lender with any information that is reported to any law enforcement agency. You agree to indemnify and hold harmless the Company against any losses or liabilities as a result of any obligation that the Company has in the delay of payments or transactions pending consent by any law enforcement agency. No member of Esther shall be responsible to you or any third party for any loss or delay in the return of your money incurred as a result of any actions taken by any law enforcement agency.

26.14. Esther shall not be responsible to you or any third party for any loss incurred as a result of any member of Esther carrying out Financial Crime Risk Management Activity. For the purposes of this clause, "Financial Crime Risk Management Activity" means any action to meet the Proceeds Of Crime legislative requirements " or any other compliance obligations relating to the detection, investigation and prevention of financial crime. This may include:

(a) screening, intercepting and investigating any communication, application for services or any payment, whether sent to or by you or on your behalf;

(b) investigating the source of or intended recipient of money;

(c) combining customer information with other related information in the possession of Esther; or

(d) making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime, or confirming their identity or status.

27. Complaints

27.1. In the event that you have a complaint, the Company will make every effort to rectify the problem as soon as practicably possible.

27.2. Please write to us making clear the details surrounding your complaint. You can send your complaint by e-mail to info@estherffinance.com or by post to Customer Support, Esther, Kingston, Jamaica

27.3. The Company will endeavour to respond to you to acknowledge your complaint within two Business Days of receiving it. The Company will endeavour to provide a response to your complaint within 10 Business Days of receiving it.

27.4. If, having received our response, you are still dissatisfied, you can escalate your complaint to our Chief Executive Officer who will investigate the complaint personally and provide a final response to you within a further 10 Business Days.

I accept