

Fast Credit Privacy Terms and Conditions

Fast Credit Limited™ is a trademark of Fast Credit Limited (FCL"). As the data collector, FCL ("we" "us" "our") are committed to protecting and respecting your privacy. These Privacy Terms and Conditions set out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting "<https://www.fastcredit-ng.com>" ("our site") you are accepting and consenting to the practices described in this document. Please note that by clicking the "Connect with Facebook" button you are agreeing that Facebook may share personal data held by them with us and that Facebook privacy protection terms apply. The collection and processing of your personal data is in accordance with the National Information Technology Development Agency Act 2007 (the "Act"), Nigeria Data Protection Regulation 2019 (the "Regulations") and the provisions and prescriptions of Section 5; Part 1 and Part 2 of National Information Systems and Network Security Standards and Guidelines.

Information we may collect from you

We may collect and process the following data about you:

1 . Information you give us:

You may give us information about you by filling in forms on our site "<https://www.fastcredit-ng.com>" and by allowing us to access your information on social media sites (including but not limited to Facebook, Twitter and LinkedIn) or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, apply for a loan, search for a feature (for example but not limited to, loan amounts, currency, loan duration), your activity levels on boards or other social media functions on the applicable social media sites, the applications you use on social media sites, and when you report a problem with our site. The information you give us shall include your name, address, e-mail address and phone number, login information for social networking sites, financial and credit card information, personal description, current and former places of employment, education, names of colleagues, contacts and friends, photographs, and lists of family members.

2 . Information we collect about you:

With regard to each of your visits to our site, we may automatically collect the following information:

- i. Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- ii. Information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number;
- iii. Anonymized repayment data.

3 . Information we receive from others:

We may receive information about you if you use any of the other websites we operate, the other services we provide and/or the social media sites which you login to via our site. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, social media sites, advertising networks, analytics

providers, search information providers, credit bureaus, financial services and credit providers) and may receive information about you from them.

Cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By visiting our website, you consent to the placement of cookies and beacons in your browser and HTML-based emails in accordance with these Privacy Terms and Conditions.

Uses made of the information

We use information held about you in the following ways:

1 . Information you give us:

We will use this information:

1. to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
2. to establish a credit rating based on your information and provide the rating to third parties who may be interested in offering you financial products and services. The information is provided only to third parties selected by you or any that you have agreed that we may share your score and information with;
3. to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about; provide anonymized repayment data.
4. subject to the marketing preferences you have selected on our website, to provide you, or permit selected third parties to provide you with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a product or service which you were previously interested in. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this;
5. to notify you about changes to our service;
6. to ensure that content from our site is presented in the most effective manner for you and for your device.

2 . Information we collect about you:

How we will use this information:

1. We collect this information to establish a credit rating based on your information and provide that rating to third parties who may be interested in offering you financial products and services;
2. We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).
3. We may carry out a further processing of your data for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes.

3 . Information collected when you use our services

When you use our services, we collect location data which allows us to determine your precise or approximate location. This information is collected during the loan application process, and we use this data to enhance our credit risk and underwriting framework, as well as to prevent fraud.

We also collect the following information saved on your smartphone:

- SMS
- contacts
- installed applications
- browser history
- calendar

We collect this information through your mobile device operating system, by requesting your express consent to your device's permissions on the App. The collection of this information may take place in the background, if the permission you gave us expressly permits such collection.

Disclosure of your information

We may share your personal information with any member of our group of companies, which means our subsidiaries, our ultimate holding company and its subsidiaries. We may share your information with selected third parties including:

- i. Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you.
- ii. Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about specific individuals to our advertisers, but we may provide them with aggregate information about our users in general (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in Lagos State). We may make use of the personal data we have collected from you to enable us to offer you the adequate tailored financial advice and solution.
- iii. Analytics and search engine providers that assist us in the improvement and optimization of our site. We may disclose your personal information to third parties: a) In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets. b) If FCL or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- iv. if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements or to protect the rights, property, or safety of our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

International data transfers

Information that we collect may be stored, processed in, and transferred between any of the countries in which we operate, in order to enable us to use the information in accordance with this document. Any such information transferred to other countries shall be in compliance with the Act and the Regulations.

Customer consent

By ticking the “**I agree to the Terms and Conditions**”, which you hereby adopt as your electronic signature, you consent and agree that:

1. We can provide materials and other information about your legal rights and duties to you electronically.
2. We are authorised to share, receive and use data/information collected from your transaction with other affiliated third parties including but not limited to switching companies, mobile network operators, electricity companies, aggregators, credit bureaus, other financial institutions, e-commerce platforms etc.
3. You permit us to give effect to the terms contained herein.

Where we store your personal data

The data that we collect from you is stored on our secure servers using **JWT**. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. Transmission of information via the global internet space needs caution as it is not entirely secure. While we will do our best to protect your personal data with up-to-date internet security infrastructure, any transmission you initiate is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

Data retention

Unless a longer retention period is required or permitted by law, we will only hold your data on our systems for the period necessary to fulfil the purposes outlined in this privacy document.

Even if we delete your data, it may persist on backup or archival media for legal, tax or regulatory purposes.

Your rights

You have the right to ask us not to process your personal data for marketing purposes and to withdraw your consent at any time. Please note that the withdrawal of your consent will not affect the lawful processing of data which we have obtained based on your previous consent. We will usually inform you (before collecting your data) if we intend to use your data for the aforementioned purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by contacting us via email at "<https://www.fastcredit-ng.com>". Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites. Please always check the address field to ensure that the secured and authentic 'https' version of our and other addresses are used by you.

Remedies

Each of the parties will be entitled to enforce its rights in the event of a breach of the terms of this privacy agreement, to recover damages caused by any breach of the provisions herein and to exercise all other rights existing under law. Any claim or dispute arising in relation to these privacy Terms and Conditions shall be subject to the jurisdiction of the courts of the Federal Republic of Nigeria. We shall not be liable for any breach where a claim in respect of such breach is not brought within one month of the date that such breach arose.

Limitation of liability

Notwithstanding any other provision in these Privacy Terms and Conditions, neither FCL, its affiliates, officers, directors, employees, attorneys or agents shall have any liability with respect to, and you hereby waive, release and agree not to sue any of them upon, any claim for any special, indirect, incidental, consequential damages suffered or incurred by you in connection with, arising out of, or in any way related to, a breach of this agreement.

Access to information

The Freedom of Information Act gives you the right to access information held by us about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee in providing you with details of the information we hold about you.

We may update this agreement from time to time by publishing a new version on our website. You should check this page occasionally to ensure you understand any changes.

LOAN AGREEMENT

1. The Loan

- 1.1 Fast Credit Ltd agrees to make available to the borrower the overleaf on the terms and conditions set out in this agreement.
- 1.2 The details of the loan are as shown on the schedule over leaf.
- 1.3 Once the loan is disbursed to the customers account, Fast Credit reserves the right to charge interest at anytime the customer chooses to repay the loan.
- 1.4 The loan amount shall be made available by direct payment in to borrower's account with designated bank.
- 1.5 The borrower will acknowledge receipt of the loan by signing this document has not paid at the same rate sold in this clause.

2. Interest

Fast Credit Ltd will charge interest on the loan amount at the rate of % per month, and the interest rate will be fixed for a period of the loan. if the borrower fails to pay any month which the Borrower owes Fast Credit Ltd in terms of the agreement on the due date of such amount, Fast Credit Ltd shall be entitled to charge interest on the Borrower has not paid at the same rate as sold in this clause.

3. Insurance

Fast Credit Ltd will deduct 1.5% of the approved loan amount as insurance on the loan.

4. Payment

- 4.1 The borrower must repay the loan as shown over leaf.
- 4.2 The borrower agrees that Fast Credit Ltd shall have the rights to deduct the monthly installments in full as set out in the overleaf directly from the borrower's salary as a deduction from his or her employee's payroll.
- 4.3 The borrower hereby gives Fast Credit Ltd the right to deduct monies owing to it from any unpaid wages or any other remuneration credits payable to the Borrower leaves the service of his/her employer for any reason before the total amount repayable under this agreement has been paid.
- 4.4 Fast Credit Ltd can use the money paid by the borrower to pay first legal and other costs, then cost, then interest and then the actual loan amount.
- 4.5 New interest rate will be applied on loan pre-liquidation at 3.5%, irrespective of the initial loan tenor.
- 4.6 In the event of the borrower's death or permanent disability, the borrower will be liable for the repayment of any other outstanding limited to his/her terminal benefit/gratuity or any disclosed or undisclosed entitlement from his employer (IF ANY).
- 4.7 A 2.69% Management fee shall be capitalised on the total loan amount irrespective of the loan tenor or amount.

5. Cost and charges

The Borrower agrees that, if Fast Credit Ltd has to use lawyers, Debt Recovery Agents and/or other Consultants because the Borrower has not carried out any part of this agreement, the Borrower will pay to Fast Credit Ltd all the costs incurred by Fast Credit Ltd.

6. Breach

- 6.1 In the event of Any failure by the borrower to pay any amount which is owing of this agreement in full and on the date he or she has to, or Any other breach by the Borrower of the terms of this agreement; Any claim that the Borrower has failed to carry out his or her duties under this agreement;

Then the full balance due under this agreement, together with any penalty interest and all other charges and expenses owing to Fast Credit Ltd by the Borrower shall become immediately due and

payable to Fast Credit Ltd shall be entitled to terminate this Agreement and claim and/or recover from the Borrower any damages/losses it may have suffered as a consequence.

6.2 Penalty interest charge shall not exceed the maximum allowable rate in the terms of the notice on overdue amounts in case of default by the Borrower or his/her employer.

6.3 The amount owing by the Borrower for Fast Credit Ltd at any may be shown by a certificate in which a Fast Credit Ltd officer has worked out and stated that amount owing. An officer of Fast Credit Ltd must sign the certificate. The certificate will be proof of the amount owing to Fast Credit Ltd by the Borrower and will be used in any legal proceedings and will be accepted by the court on its own as correct unless the Borrower proves that it is wrong.

6.4 Fast Credit reserves the right to extend the loan tenor to accommodate skipped payments with or without prior communication.

7. Other Obligation:

I hereby declared that I do not have pending loan obligation to any other financial institution; and undertake that, under no condition shall I obtain any payroll deductible loan without written content of Fast Credit Ltd for the duration of this loan.

8. General

8.1 The agreement is the whole agreement between Fast Credit Ltd and the Borrower. It cannot be changed unless the change is put into writing and signed by both fast credit Ltd and the Borrower.

8.2 The Borrower agrees that for the period of this agreement, he or she will not close his or her specific bank account.

8.3 Fast Credit Ltd will give the Borrower, at the Borrower's request, a statement setting out all deductions from his/her salary, the outstanding balance any amounts payable in arrears.

8.4 The Borrower authorizes Fast Credit Ltd to access any information available with his or her application, and also gives Fast Credit Ltd permission to register details of the conduct of the Borrower's account with any credit bureau, and the Borrower waives any claims he or she may have against Fast Credit Ltd in respect of such disclose.

8.5 Disbursement is subject to the availability of funds as well as CBN Regulations

8.6 Fast Credit Ltd reserves the right to review and verify documents submitted by the borrower and is not bound to grant the loan request

I confirm that I have read, understood and agreed to the above terms and conditions. I also authorize my employer to deduct monthly instalments as per the agreement shown over leaf from my salary until the loan has been fully paid and to recover any outstanding instalments against my terminal dues in the event of termination of employment before the loan is fully recovered.

Name _____

Sign _____

Date _____

INDEMNITY (Third Party Payment requests only)

I..... hereby undertake to indemnify Fast Credit Limited from all and any action, proceeding, claim and demand which may arise as a consequence of complying with my request to credit a third party account.

I further agree to pay on demand all payments, losses and expenses suffered or incurred by Fast Credit Limited as a consequence thereof or arising therefrom.

Name of Applicant _____

Applicant Signature _____

Name of Witness _____

Witness Signature _____

Date _____