

## **PART A - SPECIFIC TERMS AND CONDITIONS**

### **1. INTRODUCTION**

**1.1.** The Customer is applying for a Home Credit loan to buy the Good(s) from the Retailer (POS Loan), as indicated in the Purchase Details and Loan Details above. The Customer understands that the approval of this POS Loan is subject to submission by the Customer of documents required by Home Credit, credit approval process and guidelines of Home Credit, and the final decision of Home Credit. The POS Loan shall be payable in monthly installments with an Interest Rate as indicated in the Disclosure Statement and as agreed upon by the Customer and Home Credit. This document is referred to as Loan Agreement.

**1.2.** This POS Loan is subject to additional terms and conditions (General Terms and Conditions) contained in the document referred to as General Terms and Conditions, which is accessible at [www.homecredit.ph](http://www.homecredit.ph). The Customer confirms that s/he has had the chance to review the General Terms and Conditions. Home Credit may, at any time, update the General Terms and Conditions upon notice to the Borrower.

**1.3.** The Customer agrees to the Purchase Details and Disclosure Statement above, the monthly installments in the Payment Schedule, and the terms and conditions in Loan Agreement and General Terms and Conditions.

### **2. LOAN AMOUNT**

**2.1.** Customer agrees that the Net Proceeds of Loan will be paid directly by Home Credit to the Retailer as full payment for the Goods and/or Services.

### **3. RATE OF INTEREST**

**3.1.** Interest on the Loan Amount will begin to accrue on and from the Effective Date, and shall be paid by the Customer in accordance with the Disclosure Statement and the Payment Schedule.

### **4. PAYMENT**

**4.1.** The Customer agrees to pay each Installment Amount, including any applicable charges and fees, on or before the Due Date, and exclusively through the payment channels identified by Home Credit. Payments shall become due on each Due Date as stated in the Disclosure Statement, without need of any further notice or demand.

**4.2.** The Customer expressly waives the benefit of Article 1252 of the Civil Code of the Philippines, Republic Act No. 386, and agrees that any payment to Home Credit for the purpose of settling any Installment Amount or any other amount due in relation to the POS Loan shall be applied to the Installment Amount or such other amount that fell due earlier, and in the order as specified in General Terms and Conditions.

**4.3.** If the Customer pays more than the Installment Amount or any other amount due on the POS Loan, Home Credit can decide to apply the excess payment to the next Installment Amount or any such other amount due. If there are no other amounts due from the Customer, s/he may request for the return of the excess payment by calling Home Credit's hotline. Home Credit will then inform the Customer when and how s/he can get the excess payment.

### **5. EARLY REPAYMENT**

**5.1.** For Early Repayment, provided the Customer is not in delay or in default, the Customer may prepay the balance of the Loan Amount before the Last Due Date without interest on the balance, subject to the following:

**5.1.1.** For Partial Early Repayment, the Partial Early Repayment Fee and any other amounts to be paid by the Customer to Home Credit should be paid together with the prepayment of part of the balance of the Loan Amount. The minimum amount of partial early repayment must be equivalent to one installment. Detailed steps on applying for the Partial Early Repayment shall be made available through Home Credit's website and/or Customer Service Hotline.

**5.1.2.** The minimum amount of the Partial Early Repayment must be equivalent to one installment plus the Partial Early Repayment Fee as stated in the Disclosure Statement, and any other charges due to Home Credit. Any amount paid which is less than the minimum amount required by this section shall be treated as an advance payment for the next installment payment.

**5.1.3** For Full Early Repayment, the Customer can call Home Credits Customer Service Hotline and inform that Full Early Repayment will be made and shall get the full details of the amount to be settled and the payments channels where payment can be made.

## **6. OTHER TERMS AND CONDITIONS**

**6.1.** Upon paying the down payment, Customer shall collect the Goods and/or Services from the Retailer and/or make arrangements for its delivery. Should customer make arrangements for the delivery of the Goods and/or Services after signing the loan agreement, the loan period will start on the date when this Loan Agreement was signed and not on the actual delivery and acceptance of the Goods and/or Services.

**6.2.** The Goods and/or Services financed by the Loan Agreement is/are to be used for the benefit of the Customer or the Customers family and shall not be used for any illegal means.

**6.3.** Customer agrees the Goods and/or Services shall be for personal use and he shall not sell, transfer or convey the same until full payment of the Loan Amount.

**6.4.** The Customer can cancel this POS Loan without additional fees or penalties by performing all of the following within fifteen calendar days from the date of this POS Loan:

**6.4.1.** Calling Home Credits Customer Service Hotline and confirming such cancellation to Home Credits customer service personnel;

**6.4.2.** Paying the full amount of the net proceeds of the loan to Home Credit within the said 15-day period

**6.5.** Upon compliance by the Customer with Clause 6.3. above, this POS Loan shall be considered cancelled and the Customer and Home Credit shall have no further obligations in respect of this POS Loan.

**6.6.** In case of default, Home Credit may demand that the Customer to deliver (and Customer undertakes to so deliver) the Goods and/or Services to Home Credit at such time and place as may be designated by Home Credit; provided, that delivery by the Customer of the Goods and/or Services pursuant hereto shall not relieve the Customer from the obligations under the Loan Agreement; provided further that Home Credit may, at its discretion, sell or auction the Goods and/or Services delivered by the Customer pursuant hereto in any manner that may be deemed appropriate by Home Credit, with the proceeds of such sale or auction to be applied to the repayment of the Customers obligations under the Loan Agreement, after deduction of all the applicable costs. Home Credit may employ technology based measures and other means available to it, to ensure collection of

the Loan Amount, such as but not limited to the sending of payment notices through SMS and push notification, and remote deactivation of the Goods and/or Services.

**6.7.** Home Credit may, at any time, update the Specific Terms and Conditions upon notice to the Customer, and such amendments shall bind the Customer, provided that Home Credit posts the update through its website [www.homecredit.ph](http://www.homecredit.ph).