

Digital consent, Privacy Policy and User Data agreement (e-Consent)

This is applicable to all Digital Communication channels: WhatsApp, Website, E-mail and Social Medias.

A. Digital Consent

Introduction. Island Finance St. Maarten and its subsidiaries and affiliated companies (hereinafter, jointly the "Companies", "we", "us"), we may request information about your credit history as well as send you, by digital means such as email or social networks, with your express consent provided here, the information about your application or loan request or the information indicated in the Privacy Policies, required by electronic means (the "Required Information"), and we may use electronic records for your transactions with us. Therefore, please review the terms of this Consent Agreement before giving your approval and retain a copy of this Consent Agreement on file.

If you do not wish to receive the Information required by digital means for your transactions with us, or do not wish us to request information about your credit history, you must not agree to the terms of this Agreement. If you do not consent to receive the requested Information digitally, or do not agree to the use of digital means for your transactions with us, or do not authorize us to request information about your credit history, we will not be able to proceed with the acceptance and processing of your transaction, and you must visit Island Finance to request a loan.

If you wish to proceed with your loan application through any Digital Communication Channel, you must give your consent so that we can process your loan application and send the required information by digital means.

Your consent will apply to all your transactions with us and to any required Information that we provide or make available to you. Your consent also permits the general use of digital records in connection with all your transactions with us.

I. Consent – **Required Information:** You hereby give your express consent to receive, by digital means, the required Information, such as communications or notifications from the Companies regarding information related to your application or loan request; confirmations of transactions carried out with us, offers of products and services offered by the Companies. You also consent to the Companies using digital electronic records in connection with your transaction(s) instead of paper documents and handwritten signatures, and to receive digital communications.

II. Consent – **Printed Copy.** Printed copy of the required Information available to you upon request - Free of charge. If you consent to receive the Requested Information digitally, you may also request a paper copy of the Requested Information by calling any Island Finance branch. We will not charge you anything to provide you with a paper copy of the Requested Information. Your consent does not mean that the Companies must provide the Requested Information digitally, but rather that they may do so. The Companies may, if they so choose, provide the required Information in printed form. The Companies may also require that certain communications from you be sent to the Companies in hard copy at a specified address.

III. **Withdrawal of your consent** – Required information. You may withdraw your consent to receive the required information, or notifications in connection with any future transaction with us, at any time. We will not charge you anything for withdrawing your consent. If you decide that you do not wish to receive the requested Information by digital means, in connection with future transactions with us, you may withdraw your consent by calling us at your preferred branch.

IV. Consent: Processing (Personal) Data

Island Finance St. Maarten, hereinafter referred to as 'Island Finance', will process the personal data of the debtor and the representatives of the debtor as well as the data related to the loan agreement in accordance with applicable legislation. Island Finance is permitted to share and exchange such (personal) data within the group to which Island Finance belongs and with any successor and any service provider of

Island Finance or its successors in connection with (i) the proper execution of the loan agreement or (ii) a contract takeover of the loan agreement by any successor of Island Finance, as well as the transfer by Island Finance of existing or future claims on the debtor to any successor of Island Finance. (Personal) data can also be shared with third parties that Island Finance or its successors use in their operations or services.

IV. Updating your contact information. If you consent to receive the required Information digitally, we will contact you at the cell phone number provided through any **Digital Communication channel**. If you change your cell phone number, you can give us your new contact details by phone, message, or the contact us form included on the website

V. Computer system requirements to access the required Information. To access the Required information that is provided to you by digital means, you must have the following:

- A personal computer with Internet access and one of the following combinations of operating system and web browser installed on it:
 - Internet Explorer ver. 8.0 or more updated ones.
 - Mozilla Firefox ver. 3.6 or more updated ones.
 - Chrome ver. 38 or other more updated ones.
 - Safari view. 5.1 or more updated ones.
 - Opera see. 25 or other more updated ones.
- A cell phone with Android or iOS operating system with internet access and download of the social network WhatsApp.

VI. Electronic Communications: We may contact you via WhatsApp, mail, telephone, text or electronic messages/SMS, or emails to process your request, to provide service to your account or in connection with collections, to inform you about financial products and services and for other commercial purposes. BY PROVIDING YOUR CONTACT INFORMATION, YOU EXPLICITLY ACKNOWLEDGE AND AGREE THAT THE COMPANIES MAY CONTACT YOU AT ANY OF THE TELEPHONES, WHATSAPP SOCIAL NETWORK OR EMAILS PROVIDED, REGARDING ANY MATTER RELATED TO YOUR ACCOUNT AND IN ADDITION TO RECEIVE PROMOTIONS, OFFERS AND/OR MARKETING PARTS OF OUR PRODUCTS. IT WILL BE YOUR RESPONSIBILITY TO UPDATE THE CONTACT INFORMATION PROVIDED, SO YOU RELEASE THE COMPANIES FROM RESPONSIBILITY FOR INFORMATION SENT TO THIRD PARTIES THROUGH ANY OF THE CONTACT INFORMATION PROVIDED. IN ADDITION, COMPANIES MAY PROVIDE CONTACT INFORMATION FOR COLLECTION PURPOSES.

VII. Applicable law and jurisdiction: This Agreement will be governed and interpreted in accordance with the laws in force in **St. Maarten** Courts and will be competent to hear any claim or controversy related to this Agreement.

VII. Acceptance of Agreement / Accuracy of Information: You agree to be bound by the terms of this Agreement and confirm that the cellular or computer equipment and software you are using meets the requirements indicated above. You hereby further confirm that you are the person you claim to be in the application, and you acknowledge that any false representation or declaration regarding the identity provided here will be sanctioned in accordance with the criminal laws of St. Maarten and constitutes an act fraudulent to the detriment of the Companies. By checking the acceptance box, you affirm that you are aware of everything stated herein and you freely and voluntarily accept and consent to this agreement.

B. Privacy Policy

Introduction

This policy discloses what information we collect and how we use it, as well as the choices you have about the way your information is collected and used. We also explain how personal and/or personally identifiable information we may request will be used; These explanations can generally be found on the same pages where the information is requested. We also detail below our security policy that describes how your personal information is protected both electronically and physically.

In general, and as described in detail below, we collect several types of information from you:

- Personal information necessary to verify your identity
- Personal and financial information necessary to evaluate your eligibility to borrow money
- Optional personal information that you authorize to be shared in the use of our website.
- Information about your visits to and use of this website or third-party service websites to help us maintain appropriate features, functionality, and user experience.

The information we collect from and about you

We collect personal and financial information from you while you are active in our conversations on any **Digital Communication channel**, and most of this collection occurs during the conversation. Certain information is required and some other is optional, some will be shown to Island Finance St. Maarten employees who work with said information and/or third parties in the performance of services. We'll always let you know which is which. You may obtain additional information during your further use of any **Digital Communication channel**, whenever you choose to provide it.

Certain personal information must be provided during the conversation through any **Digital Communication channel**, as indicated below, in order to (a) allow users to initiate a digital conversation, (b) determine the eligibility of users for a loan through our proprietary credit evaluation process, (c) verify identities, (d) establish the ability of users to apply for a loan by verifying that they are at least 18 years of age, and (e) provide protection against potential fraud. This basic personal information includes:

- Name
- Email
- Date of birth
- Residential address and telephone
- Cell phone
- ID number

By starting the digital conversation and actively being a user of Island Finance St. Maarten, we will also use your required and optional information to facilitate activities and transactions that must occur during the loan process, such as:

- Assigning a credit score to users based on their financial circumstances
- Enabling our financial services partners to implement automatic payments and fund transfers
- Contact you if there is a problem completing a transaction you have requested or to discuss a problem with your account
- Implementation of collection activities, as necessary
- Maintain regular communications with you about your transactions, such as: requesting information or assistance, filing a loan application.

In addition, we collect the names, email addresses and cell phone numbers of people who contact us through our digital customer service channel with questions about our company or loan/credit operations. We collect this information for the sole purpose of answering those questions and do not store contact information unless approved by individuals, such as for job applicants submitting resumes, credit references, etc.

Finally, we collect information about your cell phone number, first name, last name and email address during your conversation with us through any **Digital Communication channels**. We use this information obtained through any digital communication channel to activate marketing and advertising campaigns and activities.

Island Finance St. Maarten, a company organized according to the laws of St. Maarten with legal domicile at Walter J. Nisbeth, Road #93, Philipsburg, hereinafter referred to as "Island Finance", responsible for the processing of the personal data of the debtor and the representatives of the debtor, as well as data related to the Loan Contract in accordance with applicable laws. Island Finance St. Maarten may exchange personal data within the group to which Island Finance St. Maarten belongs or with any successor in title and any service provider of Island Finance St. Maarten or its successors in connection with (i) fulfillment of the Loan Agreement or (ii) the transfer of title of Island Finance St. Maarten on the Loan Agreement and/or any existing or future receivables against the debtor to any of Island Finance St. Maarten's successors in title. Personal data may also be exchanged with third parties that Island Finance St. Maarten or its successors in title use in their commercial operations or in the provision of their services. Personal data will be retained in secure databases for a period of up to 12 years from the date of your loan application regardless of the outcome of your application or the date of the contract.

You as a natural person and owner of personal data and in compliance with the Personal Data Protection Ordinance, have the right to access, rectify, cancel and carry your personal data stored in Island Finance St. Maarten, in addition to opposing its processing.

Communications from our service channel through the Digital Communication channels

When you initiate a conversation through our **Digital Communication channels**, you will receive messages via chat that confirm specific actions required. You will receive a message that confirms your activation as a user of the Island Finance St. Maarten **Digital Communication channels** platforms, the successful verification of email addresses, cell phone numbers, accounts, and confirmation of successful filing of loan applications. We may also send responses to emails you send to us, if applicable. From time to time, we may also send user surveys, requests for feedback regarding user experience, our marketing, commercial communications or offerings of products and services. Completing these surveys or requests for information or accepting any offer is strictly voluntary. If you do not wish to receive these offers, surveys or emails, please use option 6 of our WhatsApp menu or fill out the Contact Us form and put your instructions in writing, along with your full name, ID number or personal identification number and cell phone number.

Privacy Policy

This privacy policy applies to Island Finance St. Maarten and its subsidiary and affiliated companies for its site <https://islandfinancestmaarten.com/>. This privacy policy describes how Island Finance St. Maarten collects and uses the personal information that you provide on our website: <https://islandfinancestmaarten.com/>. It also describes the choices available to you regarding the use of your personal information and how you can access and update this information.

Employee Conduct

Island Finance St. Maarten expresses its absolute commitment to integrity, and our corporate values and the ethical standards and associated business conduct that we expect of all our employees. Island Finance St. Maarten's Code of Ethics includes very specific guidelines related to the protection of confidential information, which includes client information. Generally, these guidelines limit employee access to confidential information, and limit the use and disclosure of such information specifically authorized for processes and transactions. If employees are determined to have violated the Code of Ethics, corrective action may be taken, including immediate termination.

Verification Practices

Periodically, our operations and business practices are reviewed to ensure compliance with corporate policies and procedures that govern the confidentiality of information. These reviews may be conducted by our internal staff, external accounting and auditing firms, and government regulators. Included in these self-assessments and reviews are opinions of controls and measures related to consumer privacy.

Links to Third Party Websites

Island Finance St. Maarten is not responsible for the information practices used by links linked to or from any **Digital Communication channel**. Third party links may have different privacy policies and/or security standards. How and when your information is shared with third parties Information is shared with third parties in the following ways:

- Necessary information and optional information about users displayed in user profiles may be shared for marketing purposes, surveys and/or in the performance of the services; Certain information is optional, and you can choose not to provide and/or remove this optional information at any time. Island Finance St. Maarten may, but is not obligated to, monitor any optional information you have provided to assist in protecting your identity.
- Island Finance St. Maarten may, with your consent, share required or optional information about you.
- We may share your information with appropriate authorities as required by law or for fraud mitigation purposes. We reserve the right to disclose your personal information when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, competent authority order or legal request.

Island Finance St. Maarten works with several trusted suppliers that perform vital functions as part of our operations, including credit agencies, collection agencies, electronic payment service providers and customer support call centers. Information is shared with these third parties only to the extent necessary for us to process transactions initiated by you or perform other specific services, such as billing.

Social Media Widgets

Our website includes social media features such as the Facebook logo. These features may collect your IP address, the page you are visiting on our site, and may set a "cookie" to enable the feature to function properly. Social media features are located with a third party or hosted directly on our site. Your interactions with these features are governed by the privacy policy of the company in charge of it.

Temporary Files "Cookies"

We use cookies to remember user settings. Users can control the use of cookies at the individual browser level. If you reject cookies, you may continue to use our site, but your ability to use some features or areas of our site may be limited.

How your loan information is shared with Island Finance

When you apply for a loan or submit personal information through any **Digital Communication channel**, that will be visible to certain Island Finance St. Maarten employees. This information includes details about your loan application, as well as your geographic location, Island Finance St. Maarten loan history information and the purpose for which the loan will be used.

Qualified employees of Island Finance St. Maarten will also see certain credit data collected or calculated based on their central risk file. The credit profile section includes your:

- Loan History
- Debt-to-income ratio (DTI)
- Gross income
- Ownership Status
- Current employer and time in position
- Existing debt payments (monthly snapshot of your current outstanding debt)
- Monthly payment amount for the loan being requested

Notifications

Island Finance St. Maarten will send you email notifications from time to time, and these are necessary elements of your transactions on our website, such as confirmations of specific actions you have taken. These required notices are typically sent to let you know about a change, such as when you are confirmed as a borrower, or for legal or security purposes. For example, some notifications are sent for your own protection to ensure that no one can make a change to your account without your knowledge, such as: confirmation that you have added a new email address. These notifications are sent so that you can be sure that no one is making changes to your account without your knowledge. In other cases, these notices involve changes to various legal agreements or site policies. In general, you cannot initially opt out of receiving these service-related emails, however, you may withdraw your consent to receive such messages by following the form and processes set forth in our electronic messages and/or or in the electronic consent agreement (E-Consent).

Your information

You may receive notification of your personal information collected online in our registration section. This section of the site is password protected to better protect your information. Collection of Information Related to any **Digital Communication channel** technologies such as: "cookies", "beacons" and "scripts" are used by our analytics providers, and affiliates of Island Finance St. Maarten. These technologies are used in trend analysis, site administration, and tracking user movements. through the site and to gather demographic information about our user base. We may receive reports based on the use of these technologies by these companies on an individual basis, as well as in aggregate.

Records

As is the case with most websites, we collect certain information automatically and store it in log files. This information may include Internet Protocol (IP), browser type, Internet Service Provider (ISP), referral/exit pages, operating system, date/time stamp, and/or clickstream data.

Links To Other Sites

We may provide links to partner sites. We make the decision to provide links to these sites based on the quality of the information provided at the time the links are enabled or to facilitate more effective use of our platform for our customers, and we do our best to monitor the quality of the content provided on these sites. However, these external sites are not subject to this privacy policy and may have different privacy policies or approaches to handling information. Furthermore, islandfinancestmaarten.com has no control over the content of these sites. Please check the privacy policies at these sites before providing them with your personal information.

We may make changes to this policy

As technologies, laws and user needs change, our site and its features will also change. This policy may be updated from time to time as such needs dictate, and we will always communicate these changes by posting on this website and/or by email notification prior to the change coming into effect in the event of any substantive or material change.

You can contact us at: Island Finance St. Maarten <https://islandfinancestmaarten.com/contact-us/>
Att: Compliance Department

Terms of use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY DIGITAL COMMUNICATION CHANNEL

1. The following terms and conditions of use ("Terms of Use" or "Conditions of Use") will govern your use of this digital service channel. By entering a conversation, you agree that you understand and recognize these Terms of Use as the legal equivalent of a valid written contract signed between you and the Sponsor of the **Digital Communication channel**, with the same binding legal force, and that you accept such Conditions of use, and you agree to be legally bound by them WITHOUT LIMITATIONS OR QUALIFICATIONS.

If you do not agree with each of the Terms of Use specified here, you will not be permitted to continue providing care through the digital channel and you must abandon it immediately.

Digital Communication channels mean and includes all communication through the **WhatsApp, Social Media, E-mail and Website** by any of the companies that are part of Island Finance St. Maarten, which includes all its subsidiaries and affiliates.

The terms "we", "us", "our" mean and include all entities in the Island Finance St. Maarten group of companies. The term "you" refers to you as an individual and, in the case of a corporation or other legal entity, to that legal entity and to you as a person authorized by it and obligated by the company or legal entity to comply with these Terms of Use.

We reserve the right, at our sole discretion, to update or modify these Terms of Use or any content on the **Digital Communication channels**. You agree to accept notifications of changes and accept changes to these Terms of Use, or any content shared through the **Digital Communication channels** by continuing the conversation by accepting our conditions.

You may contact us using the contact information listed in the last section of these Terms of Use titled "Contact Information and Notices."

2. **We are not responsible for links to content provided by third parties**

LINKS TO OTHER WEBSITES OR INTERNET LINKS PROVIDED BY THIRD PARTIES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT OF ANY LINKED WEBSITE IS NOT UNDER OUR CONTROL AND WE ARE NOT RESPONSIBLE FOR IT.

These **Digital Communication channels** may occasionally contain links to other sites such as advertising banners or hyperlinks that we do not own or control, but that we offer for your convenience. If you visit a link to another website, you do so at your own risk, subject to the terms of use set out on that website. We reserve the right to remove a link to another website at any time. The fact that we provide a link to a website does not necessarily mean that we recommend, authorize or sponsor it, or that we are affiliated with the owners or sponsors of that site.

3. **Electronic consent**

By clicking on a button indicating acceptance or agreement with these Terms of Use, or your continued conversation through these **Digital Communication channels**, you consent, acknowledge and accept the specified conditions of use and the terms and conditions of any information sent by us through this communication channel.

If you request credit with us through this service channel, you will also have the option of consenting, acknowledging and accepting the receipt of notices, disclosures of information and other important communications electronically or digitally (by email or cell phone) and thereby will be equivalent to accepting digitally, as set out in the Digital Consent Agreement that forms part of the application process.

4. **Our proprietary rights and restricted use by you**

The content of this digital attention channel, including, but not limited to, music, images, icons, text, software, logos, expressions and ideas, is subject to copyright and is protected by St. Maarten and international copyright laws., as well as by provisions contained in treaties. In addition, the content of the **Digital Communication channels** are protected by patent and trademark laws, privacy and publicity laws, and various regulations and statutes related to communications. You are not authorized to publish or transmit to or from this WhatsApp digital service channel any illegal, threatening, libelous, defamatory, obscene, scandalous, disrespectful, pornographic, immoral or profane material, or any other content that could give rise to civil or criminal liability under the law. The commercial use of the WhatsApp digital communication channel or its content is prohibited beyond the specific use any illegal, threatening, libelous, defamatory, obscene, scandalous, disrespectful, pornographic, immoral or profane material, or any other content that could give rise to civil or criminal liability under the law.

Commercial use of the **Digital Communication channels** or its content is prohibited beyond the specific use authorized here or by our written authorization. You may print a copy of the information contained in this channel for your personal use, subject to the following: (i) you may not reproduce or distribute the text or graphics to third parties, nor substantially copy the information on your own server without prior authorization in writing from Island Finance St. Maarten; (ii) you may not modify the content or make derivative works thereof; and (iii) you must retain on all copies all copyright references, service marks and other proprietary notices. Such unauthorized use of the digital service channel may also violate applicable laws including but not limited to copyright and patent laws as well as other regulations. Nothing in these Terms of Use grants any license to any intellectual property in any way. The license granted through this digital service channel may be revocable at any time by us with or without notice and with or without cause.

5. We do not permit your use of the service marks referenced on this Site. The trademarks, service marks, trade names and logos ("Marks") used and displayed on this Site are our Registered Trademarks. and unregistered property of the Site Sponsor. Certain trademarks, service marks and names ("TP Marks") used on this Site are the property of third parties. Except as specified in the section above, and notwithstanding any other information contained on this Site, you are not permitted to use any TP Trademarks or Trademarks in any manner, and you are not permitted or entitled to use any TP Trademarks or Trademarks without our written authorization. No Marks may be used in any manner, including in hyperlinks, advertisements or advertisements in connection with the distribution of materials contained on this Site without our prior written authorization.

6. **Our liability is limited**

Although we try to provide correct and timely information on this service channel, there could be unintentional, technical or factual inaccuracies, as well as typographical errors. Furthermore, there are certain aspects of the use of the channel, your cell phone or your Internet link that we cannot control. Therefore, we do not guarantee that the operation of this digital care channel will remain uninterrupted or error-free, and we will not be responsible for the consequences of any interruption, error or loss. For these reasons, we cannot guarantee the accuracy, integrity or timeliness of the information, text, graphics, links and other aspects of these **Digital Communication channels**, or the privacy of the responses sent to you.

Customers and prospective customers are encouraged to contact us or our agents through means other than digitally regarding important in-person transactions. However, WE WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR LOST PROFITS WHICH MAY ARISE IN CONNECTION WITH THIS CHANNEL OR FROM YOUR USE OR INABILITY TO USE THIS CHANNEL. OR FROM ANYONE; OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION OR TRANSMISSION, CELLULAR VIRUSES, OR LINE OR SYSTEM FAILURE; OR THE

DISCLOSURE OF INFORMATION DURING RESPONSES TO YOU ON THE DIGITAL COMMUNICATION CHANNELS; EVEN IF ISLAND FINANCE ST. MAARTEN OR ITS REPRESENTATIVES ARE NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability will be limited to the maximum extent permitted by law.

THESE DIGITAL COMMUNICATION CHANNELS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WE ASSUME NO RESPONSIBILITY AND WILL NOT BE LIABLE FOR ANY VIRUSES THAT MAY INFECT OR DAMAGE YOUR ELECTRONIC EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS, USE, OR INITIATING A CONVERSATION ON ANY OF OUR DIGITAL COMMUNICATION CHANNELS, BY DOWNLOADING ANY MATERIAL, DATA, TEXT, IMAGES, VIDEO OR AUDIO OF THIS CHANNEL. WE DO NOT WARRANT THAT YOUR USE OF THE MATERIALS PRESENTED ON THIS CHANNEL WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES NOT OWNED BY US OR OUR AFFILIATES.

7. The information, products and services offered are subject to our acceptance

The information contained in this channel is not provided for distribution or use by any person or entity in jurisdictions or countries where such distribution or use is not authorized or permitted, or where any content or transaction on this channel is illegal. Users of this channel do so on their own initiative and are responsible for compliance with local laws. None of the products or services mentioned in this channel constitute an offer of contract or an offer of credit.

This channel may offer general information about the Site Sponsor and the products and services offered by the latter or its affiliates. The information contained on the Site does not constitute an offer to sell or the solicitation of a particular product or service. Products and services are generally not available for purchase outside of St. Maarten. Your eligibility for specific products and services is subject to final determination, restrictions, or acceptance by us or the affiliate issuing the product or service.

Website Sponsor may discontinue or make changes to the information, products, licenses or services described herein at any time. Any updated information is published only on its publication date. Site Sponsor assumes no obligation or responsibility to update or amend such information. The Site Sponsor reserves the right to terminate any or all offers without prior notice to the user. Furthermore, by providing information about products or services through this Site, Sponsor does not solicit anyone to use such information, or such products or services in jurisdictions where providing such information about products or services is prohibited by law.

8. You authorize us to collect and use information about you

You hereby authorize Island Finance St. Maarten to collect aggregate information that does not personally identify you in connection with your use of this channel. You also authorize us to use personally identifiable information about you (or others) that you submit to us to provide you with a service you request.

The Privacy Policy of Island Finance St. Maarten's **Digital Communication channels** are incorporated by reference into this Agreement. These explain the policy that applies to information that is collected through the channel, received directly by you, or transmitted by or to third parties.

9. We do not offer advice or make offers through the Digital Communication channels Except any pre-approval our any other firm offer sent through the digital communication channels

This channel and the information contained in it do not constitute advice, offer or solicitation for the purchase or sale of financial products, but are merely informative about the possibility of obtaining a loan with us. All information provided, as well as the approval of a final loan with us, depends on

the corroboration of the information that has been provided by submitting it to any of our branches or any **Digital Communication channels**.

10. By providing information on this channel, no client, fiduciary or professional relationship is established.

We do our best to offer you valuable information on our **Digital Communication channels**. We also invite you to make personal contact with us through different means. However, the limitations of the Internet via cell phone do not allow us to establish a client, fiduciary or professional relationship with you through this channel. Consequently, we understand that:

YOU AGREE THAT NO CLIENT, ADVISORY, FIDUCIARY OR PROFESSIONAL RELATIONSHIP IS CREATED, IMPLIED, OR ESTABLISHED BETWEEN YOU AND I ISLAND FINANCE, AND THAT YOU ACCEPT AND UNDERSTAND THAT NO PERSON OR ENTITY IS PARTICIPATED IN THE PROVISION OF AUDIT, ACCOUNTING SERVICES , INVESTMENTS, SECURITIES, TAXES, LEGAL ADVICE OR CONSULTING OPINIONS, AND THAT YOU WILL CONSULT THE APPROPRIATE QUALIFIED PROFESSIONALS TO HEAR THEIR OPINIONS AND ADVICE REGARDING SPECIFIC FACTS, LAWS AND ROLES THAT MAY APPLY TO YOUR PARTICULAR CASE. We invite you to contact us by means other than the digital support channel regarding critical information using the phone number of your preferred Island Finance St. Maarten branch.

11. Forum and applicable laws

You hereby agree that any dispute and cause of action arising from the use of this channel will be heard with exclusive jurisdiction in the local courts of St. Maarten. The applicable laws will be those of St. Maarten.

12. No Waiver. Failure to exercise a right, omission or delay on the part of Island Finance does not constitute a waiver of it unless such waiver is in writing by Island Finance.