

# Conditions of the Loan Agreement

Effective as of 17.08.2015

## 1. GENERAL PROVISIONS

- 1.1 We will grant You a loan on the basis of the Loan Agreement and the conditions set out therein and You agree to repay the Loan to Us, pay Interest on the Loan and pay the other fees agreed in the Service Agreement.
- 1.2 These Service Conditions are an integral part of the Service Agreement. In the event of discrepancies between the Service Conditions and the Conditions of the Service Agreement, the Service Agreement shall prevail. In addition to the Service Conditions, the Service Agreement is governed by the Customer Agreement, Conditions of the Customer Agreement and the General Conditions, Price List and Principles of Processing Customer Data in force on the date of entry into or amendment of the Service Agreement. In the event of discrepancies between the Service Conditions and the General Conditions, the Service Conditions shall prevail.
- 1.3 We reserve the right to unilaterally amend the Service Conditions on the grounds of and in accordance with the procedure set out in the General Conditions.
- 1.4 By signing and amending the Service Agreement, You certify to Us that You have read and consent to the effective Service Conditions, General Conditions, Price List and Principles of Processing Customer Data. The Service Conditions, General Conditions, Price List and Principles of Processing Customer Data in force are available on Our Website.
- 1.5 The Service Agreement is governed by the legislation of the Republic of Estonia.

## 2. DEFINITIONS

<b>Interest</b>	means the fee payable by You to Us for using the Loan during the Loan term.
<b>Loan</b>	means the sum of money given to You by Us for the term set out in the Service Agreement, which You must repay to Us along with Interest in accordance with the terms and conditions set out in the Service Agreement.
<b>Payment Schedule</b>	means the Loan repayment schedule, which sets out the amounts of the Repayments and the due date.
<b>Repayment</b>	means a monthly payment that consists of the Loan repayment, Interest and the agreement administration fee.
<b>Service Agreement</b>	means the loan agreement.
<b>Service Conditions</b>	means these conditions of the Service Agreement.
<b>Late Interest</b>	means an amount of money that You must pay to Us in the event of failure to perform financial obligations arising from the Service Agreement or legislation by the due date.

Other capitalised terms have the meaning given to them in the General Conditions.

### **3. CONCLUSION AND ENTRY INTO FORCE OF SERVICE AGREEMENT**

- 3.1 The Service Agreement is concluded based on Your Request on Our Website or at Our Branch in the manner and in accordance with the procedure established by Us.
- 3.2 The Service Agreement will enter into force after the criteria for its entry into force have been met. The criteria for entry into force of the Service Agreement are as follows: (1) You have signed the Service Agreement; (2) You have been authenticated according to Our requirements.

### **4. DISBURSEMENT OF LOAN**

- 4.1 We will disburse the Loan amount, less the agreement fee specified in the Service Agreement, within the term set out in the Price List after the entry into force of the Service Agreement.
- 4.2 The Loan amount will be paid to a current account opened in Your name in an Estonian credit institution or in the Estonian branch of a foreign credit institution.
- 4.3 We have the right to refuse to disburse the Loan if even one of the following circumstances occurs:
  - 4.3.1 You have not submitted to Us the required documents or information or You have submitted false documents or information;
  - 4.3.2 Your identity or the correctness of the submitted documents needs further verification;
  - 4.3.3 the essential circumstances serving as the basis for the disbursement of the Loan have changed (and thereby Your creditworthiness has deteriorated).

### **5. REPAYMENT OF LOAN**

- 5.1 You agree to repay the Loan, pay Interest on the money placed at Your disposal and pay the agreement administration fee in the form of Repayments whose number and frequency are set out in the Service Agreement. You agree to make the Repayments by the due dates agreed in the Service Agreement.
- 5.2 We will deem a Repayment as made as of the accrual of the Repayment to Our current account specified in the Service Agreement, provided that the reference number of the Repayment matches the reference number specified in the Service Agreement. We have the right to demand that the payment be made from a current account opened in Your name in an Estonian credit institution or in the Estonian branch of a foreign credit institution.
- 5.3 For information purposes We will draw up a Payment Schedule for You as of the date of conclusion of the Service Agreement. You have the right to demand the issuing of the Payment Schedule free of charge throughout the term of validity of the Service Agreement.
- 5.4 You have the right to repay the Loan in part or in full before the prescribed time. In such an event You do not have to pay the Interest or other costs for the period of non-use of the Loan. In order to repay the Loan before the prescribed time, submit to Us a respective Request in at least a form reproducible in writing, indicating the amount to be repaid and the date of repayment. We will inform You about the total amount of payments arising from the Service Agreement as of the date of repayment and the amount of the compensation applied in the event of early repayment. If the repayment is partial, You will get a new Payment Schedule. The amount of the compensation specified in this section is calculated as follows:
  - 5.4.1 0.5% of the amount to be repaid – if less than one (1) year remains until the expiry of the Service Agreement at the moment of the early repayment of the Loan;

- 5.4.2 1% of the amount to be repaid – if more than one (1) year remains until the expiry of the Service Agreement at the moment of the early repayment of the Loan.
- 5.5 If You have made a payment smaller than the Repayment specified in the Service Agreement (i.e. an insufficient Repayment), the payment will be counted towards:
  - 5.5.1 costs incurred on the collection of the debt that has fallen due;
  - 5.5.2 the overdue Loan principal, starting from the earliest debt;
  - 5.5.3 the overdue Interest, starting from the earliest debt;
  - 5.5.4 other overdue payables.
- 5.6 If You have made Us a payment bigger than the Repayment payable under the Service Agreement, We will have the right to count the amount exceeding the Repayment payable under the Service Agreement towards payment of any other obligations owed to Us by You which have fallen due.
- 5.7 If You fail to make payments arising from the Service Agreement by the due date and We extraordinarily cancel the Service Agreement, We will have the right to demand compensation for the collection expenses at the rate(s) provided for in the Price List.

## **6. INTEREST**

- 6.1 We calculate Interest on the outstanding portion of the Loan placed at Your disposal based on the time of use of the Loan and the Interest fixed in the Service Agreement.
- 6.2 We calculate Interest as of the date of signature of the Service Agreement of the Loan (included) until the date of the full and proper repayment of the Loan (included).
- 6.3 We calculate the Interest on the basis of the actual number of days in a month and a 360-day year.

## **7. LATE INTEREST**

- 7.1 If You fail to make payments arising from the Service Agreement by the due date or fail to make them in full, You must pay Us Late Interest at the rate set out in the Price List.
- 7.2 Late Interest is calculated on the basis of the actual number of days in a month and a 360-day year.
- 7.3 Late Interest is calculated as of the day following the due date until the day of accrual of the sum owed. No Late Interest is charged on Interest or Late Interest itself.

## **8. CONTRACTUAL PENALTY**

- 8.1 We have the right to charge a contractual penalty at the rate set out in the Price List if:
  - 8.1.1 You have given false information or submitted false documents upon applying for the Loan, or
  - 8.1.2 You have failed to inform Us about the circumstances set out in subsection 9.1.2.
- 8.2 You agree to pay the contractual penalty by the date indicated in the contractual penalty claim.

## **9. YOUR OBLIGATIONS**

- 9.1 You must:
  - 9.1.1 make to Us all of the payments arising from the Service Agreement in accordance with the procedure established in the Service Agreement;

- 9.1.2 inform Us of the following circumstances within five (5) working days of the occurrence of the circumstances:
  - 9.1.2.1 You have become insolvent or a bankruptcy petition has been submitted against You to a court or enforcement proceedings have been brought against You;
  - 9.1.2.2 circumstances that otherwise considerably affect or may affect the performance of the Service Agreement or impede or render impossible the performance of the Service Agreement by You;
  - 9.1.2.3 change in the contact details set out in Your Service Agreement;
  - 9.1.2.4 the worsening of Your creditworthiness, incl. a decrease in Your regular income or an increase in Your liabilities;
  - 9.1.2.5 a court judgment where the claim upheld against You exceeds 100 euros has entered into force with regard to You;
- 9.1.3 compensate Us for any and all costs incurred in connection with inquiries made by Us if the inquiry was caused by Your non-performance or improper performance of the Service Agreement or the Service Conditions.

## **10. COMMUNICATION OF REQUESTS AND NOTICES**

- 10.1 Notices arising from the Service Conditions are given in the form and in accordance with the procedure set out in the General Conditions, unless otherwise provided by the Service Conditions or the law.
- 10.2 Requests are submitted electronically, in writing or in a form reproducible in writing.
- 10.3 Written Notices and written Requests are deemed as received if they have been delivered against signature or if the Notice or Request has been sent by a postal agency by registered mail to the address specified in the Service Agreement and five (5) calendar days has passed since posting it or if the digitally signed Notice or Request has been sent to the e-mail address specified in the Service Agreement. If during the term of validity of the Service Agreement a Party has changed its contact details given in the Service Agreement and failed to inform the other Party thereof, the Notice or Request will be deemed as received by the Party if it has been sent to the contact details specified in the Service Agreement.

## **11. TERMINATION AND EXTRAORDINARY TERMINATION OF AGREEMENT**

- 11.1 The Agreement will terminate once the Parties have performed all of the obligations arising from the Service Agreement, above all, after the Loan and all of the payments arising from the Service Agreement have been repaid in full.
- 11.2 You have the right to withdraw from the Service Agreement without disclosing the reason within 14 (fourteen) days of the conclusion of the Service Agreement. To withdraw from the Service Agreement, submit to Us a respective Request to Our Telecommunications Details. In the event of withdrawal from the Service Agreement, You must return the Loan amount to Us and pay Interest calculated as of the disbursement of the Loan until the repayment of the Loan within 30 (thirty) calendar days of the submission of the Request to Us. Otherwise We will deem that You have not withdrawn from the Service Agreement.
- 11.3 We have the right to cancel the Service Agreement without advance notice and demand the making of the payments arising from the Service Agreement on the grounds and in accordance with the procedure set out in the General Conditions. In addition, We have the right to cancel the Service Agreement without any advance notice and demand the making of all of the payments arising from the Service Agreement if even one of the following events, which the Parties consider a good reason and which You have failed to eliminate or remedy within an additional term of 14 (fourteen) days granted by Us, occurs:
  - 11.3.1 You have not fully or partially made at least three (3) consecutive Repayments;
  - 11.3.2 the circumstances specified in subsections 9.1.2.1, 9.1.2.2 or 9.1.2.5 occur;

- 11.3.3 You have breached other obligations set out in the Service Agreement or in the Service Conditions;
- 11.3.4 You have breached any other Service Agreement concluded with Us.
- 11.4 If We extraordinarily cancel the Service Agreement due to a breach of the Service Agreement or the Service Conditions by You, We will have the right to extraordinarily terminate any and all Service Agreements concluded with You.
- 11.5 Upon termination of the Service Agreement on any grounds (except for withdrawal from the Service Agreement in accordance with section 11.2), You must pay Us all of the sums owed under the Service Agreement immediately, but no later than within 30 (thirty) days of the date of termination of the Service Agreement.

## **12. OTHER CONDITIONS**

- 12.1 We have the right to assign the claims that We have against You under the Service Agreement. We will inform You about the assignment of the claim in accordance with the provisions of the Law of Obligations Act.
- 12.2 The Service Agreement may only be amended by written agreement of the Parties, unless the legislation governing consumer credit or the relationships arising from the Service Agreement is amended and the unilateral amendment of the Service Agreement is justified by bringing it into compliance with legislation. Amendments and modifications to the Service Agreement will enter into force as of the moment of signature by the Parties, unless otherwise provided by the Service Agreement.
- 12.3 We have the right to disclose information regarding the Service Agreement and regarding You to Third Parties if the respective right and/or duty arise(s) from legislation or the Conditions.