

Conditions of Loan Agreement

valid from 11 March 2019

(1) GENERAL PROVISIONS

- 1.1 These Service Conditions are an integral part of the Service Agreement and include the main Loan conditions agreed on between you and us: these Service Conditions, the General Conditions, the Conditions of the Customer Contract, the Price List, the Registered Pledge Conditions, the Principles of Processing Customer Data and any additions thereto, including future amendments to the Service Agreement. All of the aforementioned Conditions are available on our website.
- 1.2 Loan 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 conditions set out in the Service Agreement. We grant you a loan on the basis of the Service Agreement and on the conditions set out therein. You agree to repay the Loan to us, pay Interest on the Loan and pay the other fees agreed in the Service Agreement.
- 1.3 Other capitalised terms in the Service Conditions have the meaning given to them in the General Conditions.

(2) CONCLUSION AND ENTRY INTO FORCE OF SERVICE AGREEMENT

- 2.1 The Service Agreement is entered into based on your request and in the manner and in accordance with the procedure established by us on (1) our Website; via another electronic channel or means of communication; in our Branch; or (2) via our contractual partner's electronic channel or another means of communication; or in a sales point. The Service Agreement enters into force once the amount of the Loan is disbursed on the conditions and according to the procedure set out in clause 3.1 retroactively as of the date of entry into the Service Agreement.

(3) DISBURSEMENT OF LOAN

- 3.1 We disburse the Loan amount within the term set out in the Price List on the condition that (1) you have signed the Service Agreement and (2) your identity has been verified according to our requirements. The Loan amount is paid to the current account opened in your name, which is specified in the Service Agreement and opened in an Estonian credit institution or in an Estonian branch of a foreign credit institution, unless otherwise agreed in the Service Agreement.
- 3.2 We have the right to refuse to disburse the Loan if even one of the following circumstances occurs: (1) you have not submitted to us the documents or information required or you have submitted false documents or information; (2) your identity or the correctness of the documents submitted needs further verification; (3) the material circumstances for disbursement of the Loan have changed (incl. your creditworthiness has deteriorated).

(4) REPAYMENT OF LOAN

- 4.1 Repayment means a monthly payment, the number and frequency of which is set out in the Service Agreement and which consists of the Loan repayment in instalments, Interest, the Agreement management fee and other fees that you are required to pay under the Service Agreement. You are required to pay the repayments by the due dates agreed in the Service Agreement on the basis of an invoice issued by us on conditions agreed in the Service Agreement. The amounts payable under the Service Agreement, the due date of which is not fixed in the Payment Schedule or the Service Agreement, must be paid by the due date specified on the invoice issued by us.
- 4.2 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 payment matches the reference number specified in the Service Agreement. We have the right to demand that the Repayment be made from a current account opened in your name in an Estonian credit institution or in an Estonian branch of a foreign credit institution.
- 4.3 Payment schedule means the Loan repayment schedule, which sets out the amounts of the Repayments and the due date. For information purposes, we will draw up a Payment Schedule for you as of the date of conclusion of the Service Agreement. Throughout the validity period of the Service Agreement, you have the right to request a free Payment Schedule, which is issued to you within a reasonable period and reflects future payments.
- 4.4 Upon repaying the Loan partially or in full before the prescribed time, you are not required to pay the Interest or other costs for the period of non-use of the Loan. In order to repay the Loan partially or in full before the prescribed time, submit us a respective Request in a format reproducible in writing, indicating the amount to be repaid and the date of repayment. We will then inform you about the total amount of payments arising from the

Service Agreement and the amount of the compensation applied in the event of early repayment in the amount specified in the Price List if we are to apply it. The amount of compensation must not exceed the amount prescribed by law. Partial premature repayments that are made without submitting a respective Request are considered as prepayments or a cover of any other obligations you have to us that have become collectable.

4.5 If you have made a payment that is smaller than the Repayment, payments are counted towards: (1) costs incurred on the collection of the debt that has fallen due; (2) the overdue Loan principal, starting from the earliest debt; (3) the overdue Interest, starting from the earliest debt; (4) any other overdue payables.

4.6 If you fail to make payments arising from the Service Agreement by the due date and we extraordinarily terminate the Service Agreement, we have the right to demand compensation for the collection expenses at the rate(s) provided for in the Price List. You are required to 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.

(5) **INTEREST**

5.1 Interest means the fee payable by you to us for using the Loan. Daily interest means Interest that is calculated for one day upon withdrawal from the Agreement. 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 rate set out in the Service Agreement. Interest must be paid as part of a Repayment unless otherwise agreed in the Service Agreement. We calculate Interest as of the date of signature of the Service Agreement (inclusive) until the date of the last Repayment of the Loan (inclusive). We calculate the Interest on the basis of the actual number of days in a month and a 360-day year.

(6) **LATE INTEREST**

6.1 Upon failing to make payments arising from the Service Agreement by the due date or to make them in full, you are required to pay us late interest at the rate set out in the Price List. If the rate set out in the Price List is lower than the legal rate of consumer credit late interest, we will calculate the interest based on the legal rate of late interest. Late interest is calculated on the outstanding amount for each day of delay and it 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 the late interest itself, Interest or other fees for using the money.

(7) **CONTRACTUAL PENALTY**

7.1 You must pay the contractual penalty by the due date indicated in the contractual penalty claim. We have the right to demand a contractual penalty at the rate specified in the Price List for any violation that is not a payment delay, including if: (1) you have submitted false information and/or documents upon applying for the Loan; (2) you have failed to inform us about the circumstances set out in clause 8.1 in the agreed time and manner. Demanding a contractual penalty does not preclude our right to demand that the violated obligation be performed, or the right to terminate the Agreement for the same violation or any other violation on the grounds provided in the Agreement or by law.

(8) **COMMUNICATION OF IMPORTANT CIRCUMSTANCES**

8.1 You are required to inform us within five (5) working days of any circumstances that have become known to you that could damage the performance of your obligations under the Service Agreement, including: (1) if you have become insolvent or a bankruptcy petition has been submitted against you to a court or enforcement proceedings have been brought against you; (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; (3) change in the contact details set out in your Service Agreement; (4) the worsening of your creditworthiness, incl. a decrease in your regular income or an increase in your liabilities; (5) if a court judgement where the claim upheld against you exceeds 100 euros has entered into force with regard to you.

(9) **EXPIRY AND PREMATURE CANCELLATION OF AGREEMENT**

9.1 The Agreement expires once all of the obligations arising from the Service Agreement are fulfilled.

9.2 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 Valid Means of Communication. 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.

- 9.3 We have the right to terminate the Service Agreement without advance notice and demand that payments arising from the Service Agreement be made on the grounds and in accordance with the procedure set out in laws and/or the General Conditions. Additionally, we have the right to cancel the Service Agreement without advance notice and demand the making 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: (1) you have not fully or partially made at least three consecutive Repayments; (2) the circumstances specified in subsections (1), (2) and (5) of section 8.1 occur; (3) you have breached other obligations set out in the Service Agreement or in the Service Conditions; (4) you have breached any other Service Agreement entered into with us.
- 9.4 If we extraordinarily terminate 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 entered into with you.
- 9.5 Upon termination of the Service Agreement on any grounds (except for withdrawal from the Service Agreement in accordance with section 9.2), 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.

(10) **AMENDMENT OF AGREEMENT**

- 10.1 The Service Agreement can only be amended upon the written agreement of the Parties unless otherwise agreed in the Service Agreement. The disbursement date of the Loan, the payment date, the duration of the agreement, partial premature repayment, the grace period and the current account linked to the Service Agreement can also be amended in a format reproducible in writing.
- 10.2 The Service Agreement may only be amended unilaterally if the laws governing consumer credit or the relationships arising from the Service Agreement are amended and the unilateral amendment of the Service Agreement is justified by bringing it into compliance with laws.
- 10.3 We have the right to assign the claims that we have against you under the Service Agreement. We will notify you of the assignment of claims in accordance with law. We have the right to disclose information regarding the Service Agreement and you to Third Parties if the respective right and/or duty arise(s) from law or the Conditions.

(11) **RESOLUTION OF COMPLAINTS**

- 11.1 Our aim is to offer you a high-quality Service. Should you be dissatisfied with our Services or the provision of services, please inform us of it according to the Procedure for Resolution of Complaints available on our Website. Please file your complaint in a format of your choosing to our Valid Means of Communication. In the complaint, please describe the circumstances of your dissatisfaction as accurately as possible and append the documents serving as the basis of your statements.
- 11.2 Our objective is to resolve any possible disputes by means of negotiations. Should negotiations fail to resolve the dispute, you have the right to turn to the court or, if you are a consumer, to the Consumer Protection Board (Pronksi 12, 10117 Tallinn, tel. 620 1700) to protect your rights. Consumers also have the right to address the Consumer Disputes Committee (Pronksi 12, 10117 Tallinn, tel. 620 1920, e-mail: avaldus@komisjon.ee) under the Consumer Protection Board. More information can be found at <http://www.tarbijakaitseamet.ee/et/tarbijale/kaebuse-esitamine>. Complaints arising from an agreement entered into via means of communication can be submitted at <http://ec.europa.eu/odr>. Court actions are resolved in a court of our location, unless agreed otherwise between the Parties or provided otherwise by applicable laws.
- 11.3 We are supervised by the Estonian Financial Supervision Authority. Contact details: www.fi.ee or Sakala 4, 15030 Tallinn.