

# CASH LOAN AGREEMENT NO.

EVEREST FINANSE Spółka Akcyjna

61-772 Poznań, ul. Stary Rynek 88

business statistical number (REGON): 360730596, taxpayer identification number (NIP): 7831722320

share capital: PLN 105,000,000.00, paid in full

FOR INFORMATION ABOUT THE LOAN CALL 600 100 100 OR GO TO [www.bocianpozyczki.pl](http://www.bocianpozyczki.pl)

E-mail address for service of documents: [doreczeniaelektroniczne@bocianpozyczki.pl](mailto:doreczeniaelektroniczne@bocianpozyczki.pl)



Cash Loan Agreement, hereinafter referred to as the Agreement, entered into by and between:

Name and surname  
street/avenue/estate  
house number, door number  
post code, town/city  
ID series and number  
PESEL  
date of birth  
phone  
e-mail

*hereinafter referred to as the Borrower*

and EVEREST FINANSE Spółka Akcyjna with its registered office in Poznań, ul. Stary Rynek 88, entered into the register of entrepreneurs of the District Court Poznań Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register (KRS), entry number: 0000541824, share capital: PLN 105,000,000.00, paid in full, also known under the trademark and referred to as **BOCIAN pożyczki**, represented under power of attorney by:

Name and surname:

Registration number:

Comfort Package: YES  NO

1. Under this Agreement and according to the offer valid on the day of its conclusion and following a positive creditworthiness assessment, **BOCIAN pożyczki** hereby grants the Borrower, who fulfils the conditions set out in this Agreement, a loan under the following conditions:

**A. Total amount of the loan**

**G. Annual interest rate  
on overdue debt**

**B. Preparatory fee**

**H. Actual annual percentage rate**

**C. Loan origination fee**

**I. Off-premise loan servicing fee**

**D. Loan disbursement fee**

**J. Total repayment obligation /A+E/**

**E. Total cost of the loan  
/B+C+D+F+I/**

**K. Term of the Agreement in weeks**

**F. Interest rate/annual  
percentage charge**

**The first weekly instalment is**

**The remaining weekly instalments are**

The Borrower undertakes to repay the following components whose amounts are specified above in weekly instalments whose number is specified in (1.K) above, payable in subsequent weekly periods according to the rules described below: Preparatory fee (1.B), Loan origination fee (1.C), Loan disbursement fee (1.D), off-premise loan servicing fee (1.I) and the remaining amount, i.e. the Total amount of the loan (1.A.) plus interest (1.F).

The amounts indicated above constitute the amount due to the Lender, referred to as the Total Repayment Obligation (1.J).

The actual annual percentage rate is calculated on the basis of the following assumptions:

- the actual annual percentage rate, which is the total cost of the credit incurred by the consumer, expressed as a per annum percentage of the loan amount, shall be calculated in accordance with the mathematical formula in Appendix 4 to the Act on Consumer Credit,
- for the purpose of calculating the actual annual percentage rate, the total cost of the credit incurred by the Borrower shall be taken into account, except for default charges under the Cash Loan Agreement,
- interest rate and charges whose changes cannot be determined at the time of determining the actual annual percentage rate shall remain unchanged for the entire duration of the Cash Loan Agreement.

2. For the purposes of this Agreement, the following terms shall have the following meaning:

- a) **Lender** – **EVEREST FINANSE Spółka Akcyjna** with its registered office in Poznań, ul. Stary Rynek 88, also known under the trademark and referred to as **BOCIAN pożyczki**,
  - b) **Borrower** – a natural person who enters into the Cash Loan Agreement with the Lender,
  - c) **Customer Advisor** – an individual representing **BOCIAN pożyczki**, in particular entering into the Cash Loan Agreement with the Borrower,
  - d) **Cash Loan Agreement** – agreement entered into by and between the Lender and the Borrower,
  - e) **Cash Loan Application** – the Borrower's data together with the Borrower's application for a cash loan,
  - f) **Consumer's Statement on income and expenditure** – data concerning the consumer necessary for the assessment of their creditworthiness, constituting an appendix hereto,
  - g) **Off-premise loan servicing** – contractual method of off-premise loan servicing consisting in the repayment of loan instalments with the intermediation of the Customer Advisor in the Borrower's place of residence and other activities related to the performance of services for the Borrower in the Borrower's place of residence related to the proper performance of obligations,
  - h) **Off-premise loan servicing fee** – fixed remuneration charged by the Lender to the Borrower for the Off-premise loan servicing,
  - i) **Late Payment Interest** – interest accrued and charged in the event of a delay on the part of the Borrower in repaying loan instalments, calculated according to the rules specified in Section 16 A herein,
  - j) **Customer Repayment Sheet** – a schedule where the Customer Advisor may – regardless of issuing a Proof of payment – record repayments made by the Borrower,
  - k) **Proof of payment** – any, other than Customer Repayment Sheet, confirmation that the Borrower made a repayment,
  - l) **Loan Repayment Schedule** – a document which specifies the repayment schedule which the Borrower is entitled to receive, upon request, at any time and free of charge, throughout the duration of the Cash Loan Agreement,
  - m) **Total repayment obligation** – amount due to the Lender comprising the Total amount of the loan under the Cash Loan Agreement (specified in Section 1.A. of the Cash Loan Agreement) and the Total cost of the loan,
  - n) **Durable medium** – material or device for storing and reading information provided to the consumer in connection with the Cash Loan Agreement throughout a period of time adequate for the purposes for which such information is communicated and enabling unchanged reproduction of the information stored.
  - o) **Total cost of the loan** – includes any and all costs that the Borrower is required to incur in connection with the Cash Loan Agreement, including the Interest Rate, Preparatory Fee, Loan Origination Fee, Loan disbursement fee, off-premise loan servicing fee,
  - p) **Total amount of the loan** – the sum total of all the funds that the Lender makes available to the Borrower to dispose of freely under the Cash Loan Agreement
  - q) **Consumer credit information form** – data sheet containing information provided to the Borrower by the Lender prior to the conclusion of the Cash Loan Agreement,
  - r) **Card** – electronic prepaid card issued by a bank cooperating with the Lender, provided to the Borrower by the Lender, enabling the Borrower to access the amount deposited on the card by the Lender,
  - s) **BLIK Cheque** – a 9-digit BLIK code sent to the Borrower by the Lender to the telephone number provided by the Borrower or also to another durable medium together with a password sent to the Borrower in a separate message, enabling the Borrower to access the amount transferred by the Lender. The funds transferred to the Borrower by means of a BLIK Cheque may be withdrawn at an ATM, as well as at online shops which support BLIK Cheque payments,
  - t) **Annual interest rate on overdue debt** – double the amount of statutory interest for delay determined as at the date of concluding the Cash Loan Agreement, pursuant to Article 481(2)<sup>1</sup> of the Civil Code of 23 April 1964 (Journal of Laws of 2014, item 121, as amended), and which is variable in time under the rules set forth in Section 16 A herein.
3. The Borrower represents that they meet the conditions for granting the loan, i.e. they have permanent sources of income ensuring repayment of the Total repayment obligation, they have a permanent residence, they were assigned a PESEL number, they are under 75 years of age including the loan period and entered into this Agreement.
  4. The Lender reserves the right to verify the compliance of information and documents with the requirements of this Agreement both prior to and after entering into the Cash Loan Agreement and to refuse to grant the Cash Loan in the event of any misrepresentation or non-compliance with the Agreement.
  5. The Borrower shall immediately notify the Lender of any change in any of the particulars contained in the Cash Loan Agreement and the appendix as well as the loan application. The Borrower shall notify the Lender in writing of any change of address. Information about the change of the data referred to above may also be provided directly to the Customer Advisor or in the manner specified in Section 42<sup>3</sup> (5) of the Agreement.
  6. The Borrower represents that they acknowledge that Customer Advisors or other persons authorized by the Lender may contact or visit the Borrower in their place of residence or temporary stay during the maturity period of the receivables due to the Lender under the Cash Loan Agreement. If the Customer Advisor fails to visit the Borrower on the agreed date to collect instalments or other irregularities occur, the Borrower has the right to notify the Lender thereof.
  7. As part of the Comfort Package, the Customer Advisor will collect the loan instalments repaid by the Borrower and perform other activities related to the provision of services to the Borrower at the Borrower's place of residence as off-premise loan servicing, exclusively at the time and place indicated by the Borrower.

8. As part of the Comfort Package, the Customer Advisor or other persons authorized by the Lender may contact or visit the Borrower in their place of residence or temporary stay during the maturity period of the receivables due to the Lender under the Cash Loan Agreement, as specified in Section 6 above, subject to prior telephone notification to the Borrower and agreeing on the time of the meeting.
9. In the event of the Borrower's delay in making any payment under this Agreement, Section 7 and 8 above shall not apply and the Lender may take any actions resulting from the Agreement, including debt recovery measures referred to in Section 16 of the Agreement.

#### **SPECIAL PROVISIONS CONCERNING THE CASH LOAN AGREEMENT**

10. **BOCIAN pożyczki** shall transfer to the Borrower the amount of the loan, specified in Section 1.A herein, to be freely disposed of.
11. Unless otherwise provided for in the Agreement, **BOCIAN pożyczki** is obligated to accept cash payments of loan instalments made at the Borrower's place of residence (debt payable at the domicile of the debtor), in accordance with the provisions of this Agreement, which shall be a form of repayment of the Borrower's obligations towards the Lender. If the Borrower makes a repayment in any other manner than cash, the amount of the repayment shall be credited towards the repayment of the Borrower's liability in accordance with the rules set forth in the Loan Agreement and applicable provisions of law. The Borrower may also make payments to the Lender's bank account in bank PEKAO SA no. 26 1240 6902 1111 0010 6683 5629.
12. By entering into this Agreement, regardless of how the loan amount is used, the Borrower undertakes to repay the cash loan together with any payable Interest, Preparatory Fee, Loan Origination Fee, Loan disbursement fee, Off-premise loan servicing fee. The first instalment is due on the 7th day from the day of receipt by the Borrower of the Total Amount of the Loan to dispose of freely with subsequent instalments payable weekly. The repayment term of each instalment ends on the day of the week which corresponds to the day of the week on which the Borrower received the Total Amount of the Loan. The repayment date is the date on which the funds are transferred to the Customer Advisor or the date on which the funds are credited to the Lender's account. If repayment of an instalment is received by **BOCIAN pożyczki**, represented by the Customer Advisor, the Lender, confirming the receipt of the payment, sends a Proof of payment to a Durable medium of the Borrower and, if requested, issues to the person transferring the loan instalment a Proof of payment in a different form confirming the amount of the payment made, e.g. in the Customer's Payment Card. If the Borrower makes a repayment through a third party, the Borrower thereby allows the Lender to disclose to the person making the payment on behalf of the Borrower the Borrower's data contained in the above document, including in particular information on the Borrower's ability to repay the remaining amount payable to the Lender and the history of previous payments.
13. The Borrower shall be notified from time to time of any change in the interest rate referred to in Section 23 below and the interest rate on overdue debt referred to in Section 1.G by a **BOCIAN pożyczki** Customer Advisor on a durable medium before such change is implemented.

#### **SPECIAL PROVISION ON SECURING CASH LOAN REPAYMENT**

14. A Borrower who is in an employment relationship shall be entitled to provide security for the repayment of the Total repayment obligation (as defined in Section 1.J herein). The Borrower shall therefore sign an Instruction to deduct amounts due to the Lender from their salary which shall clearly indicate that the Borrower is employed under an employment contract, pursuant to Article 91 of the Labour Code of 26 June 1974, and agrees to the deduction of the amounts due to the Lender.

#### **COMMON PROVISIONS**

15. Throughout the entire term of this Agreement, the Borrower has the right to receive the Loan Repayment Schedule, upon request, at any time and free of charge. **BOCIAN pożyczki**, after receiving such request, shall provide the Borrower with the Loan Repayment Schedule.
16. Whenever the Borrower fails to repay at least one instalment on time, **BOCIAN pożyczki** may:
  - A. charge Late payment interest in the maximum amount, i.e. not exceeding twice the statutory late payment interest, i.e. equal to the sum of the reference rate of the National Bank of Poland and 5.5 percentage points, and take steps ensuring that the Borrower repays the Loan. The maximum amount of late payment interest will be changed in the event of a change of the NBP reference rate or an amendment of Article 481(2<sup>1</sup>) of the Civil Code of 23 April 1964 (Journal of Laws of 2014, item 121 as amended), the changed interest will be effective from the date of entry into force of the changed late payment interest rate. Accrued late payment interest is due on the due date of the upcoming loan instalment. If late payment interest is charged and the amount received from the Borrower is insufficient to cover the entire instalment and the late payment interest in whole, the amount received shall be credited against unpaid late payment interest, and further against due liability to the Lender beginning with the earliest due instalment.
  - B. demand the Borrower to make payments to the Lender's bank account and cease making such payments to the Customer Advisor. In such case, **BOCIAN pożyczki** will not charge the off-premise loan servicing fee (Section 1.I of the Loan Agreement) throughout the duration of the period during which the Borrower is obliged to make payments to the Lender's bank account. The Lender will inform the Borrower about the necessity of making payments to the bank account, the account number, the amount of subsequent instalments (reduced in accordance with the above provisions) as specified in Section 39 herein and the obligation to make payments without the intermediation of the Customer Advisor shall begin to apply within 14 days from the date such information is provided. The Borrower may withdraw from the loan within 7 days from the date of the Lender's notification of the above with a 7-day notice period.
17. The Borrower shall be immediately notified of each change in the amount of late payment interest referred to in Section 16 A by **BOCIAN pożyczki** on a durable medium before such change is introduced.
18. The Borrower may, without giving any reason, withdraw from the Cash Loan Agreement within a maximum period of 14 days from the date of its conclusion, by delivering a statement of withdrawal from the Agreement, in particular the Cash Loan Agreement Withdrawal Form, personally to the registered office of **BOCIAN pożyczki** or by sending it by mail to the registered office of **BOCIAN pożyczki**. The Lender provides the Borrower with a withdrawal form when concluding the Agreement. In order to meet the above deadline, it is sufficient to send a statement via mail before its expiry.

19. The statement referred to above is also effective with respect to any additional agreements concluded between the Lender and the Borrower in connection with a particular Cash Loan Agreement.
20. If the Borrower exercises the right to withdraw from the Cash Loan Agreement, the Agreement is deemed not to have been concluded and the Borrower is obliged to immediately, not later than within 30 days from the date of submission of the statement on withdrawal from the Agreement, return the entire disbursed amount under the Agreement by transfer to the Lender's bank account in PEKAO SA, no. 26 1240 6902 1111 0010 6683 5629 or in cash in a BOCIAN pożyczki Branch. The Borrower shall not bear any costs related to the withdrawal from this Agreement. If the Borrower has already made any repayment of loan instalments, these shall be deducted from the remaining payable amount as appropriate.
21. In case of any doubts related to the withdrawal from the Agreement, the Borrower may contact the Lender's Helpline at 600 100 100 (calls charged according to the operator's price list) and obtain the necessary information, or consult the information on withdrawal available on the Customer's Profile.
22. The Borrower may submit any complaints in writing, orally, i.e. by phone, in person when visiting the Lender (electronically, by sending an e-mail to the following address: reklamacje@everestfinanse.pl).
  - 22.1. Complaints referred to in Section 22 above will be considered within 30 days from their receipt by the Lender.
  - 22.2. The response to the complaint will be given in writing. At the request of the Borrower, it may be sent by e-mail.
  - 22.3. In particularly complicated cases, justifying the reason for the delay and indicating the circumstances that need to be determined, the Lender specifies the expected date of examining the complaint, which may not exceed 60 days from the date of receipt of the complaint.
23. The annual interest rate shall be variable throughout the duration of the Cash Loan Agreement. The annual loan interest rate shall change in the event of a change in the maximum interest referred to in Article 359 (2)<sup>1</sup> of the Polish Civil Code. In such case, the annual loan interest rate shall be automatically lowered (if the maximum interest rate is lowered) or increased (if the maximum interest rate is increased) to the current maximum interest rate upon changing the maximum interest rate. In the event of a change of the annual interest rate of the loan, the amount of individual loan instalments will change due to a change in the amount of interest payable in individual instalments. The amount of interest payable in a given loan instalment shall be automatically reduced if the maximum interest rate, and thus the interest rate of the loan, is reduced or it shall be automatically increased if the maximum interest rate, and thus the interest rate of the loan, is increased on the date from which the reduced or increased maximum interest rate applies. The Borrower shall be informed of the exact current amount of individual loan instalments in the updated Loan Repayment Schedule. The Lender shall immediately inform the Borrower, on a durable medium, about the above change, before it is implemented.
24. The Borrower may at any time, regardless of prior notification to the Lender, repay all or part of the Total repayment obligation before the date set forth in the Cash Loan Agreement. In the event of partial or full repayment of the cash loan before the date specified in the Cash Loan Agreement, the Borrower shall have the right to a reduction in the Total cost of the loan by such amount as corresponds to the period by which the term of the Agreement has been reduced. **BOCIAN pożyczki** shall make appropriate settlements with the Borrower within 14 days from the date of repayment by the Borrower.
25. The Lender does not charge any commission for early repayment of the loan.
26. The total cost of the loan includes all costs that the Borrower is required to incur in connection with this Agreement, including the Interest Rate, Preparatory Fee, Loan Origination Fee, Loan disbursement fee, Off-premise loan servicing fee.
27. Regardless of the provisions in Section 16 of this Agreement, if Borrower is in arrears with an amount equal to two full instalments of the Loan, **BOCIAN pożyczki** may issue a call for payment demanding payment of the overdue instalments within 7 days of service of the call under the pain of terminating this Cash Loan Agreement, and in the absence of such payment the Agreement may be terminated with a 30-day notice period commencing from the date of service of the notice of termination.
28. If the Borrower fails to perform their obligations under this Cash Loan Agreement, they may have to incur all costs provided for in applicable law, including but not limited to court costs, costs of legal representation in court and enforcement proceedings, and costs of enforcement proceedings.
29. Loans are granted by **BOCIAN pożyczki** to adults who were assigned a personal identification number (PESEL). **BOCIAN pożyczki** and the Borrower shall communicate in the Polish language.
30. The Polish law constitutes the basis for relations between BOCIAN pożyczki and the Borrower prior to the conclusion of the Cash Loan Agreement and it also governs the conclusion and performance of the Agreement.
31. Any disputes related to the performance of the Cash Loan Agreement shall be settled by a common court having jurisdiction over the defendant's place of residence/registered office or a court having jurisdiction over the place of performance of the Agreement. Before the case is taken to court, the Borrower may attempt to resolve a dispute through mediation, e.g. on the basis of a mediation agreement or through the municipal (district) Consumer Ombudsman and consumer organisations, including the Consumer Federation, and seek assistance of the Permanent Consumer Arbitration Court run by Provincial Inspectorates of Trade Inspection, or the Financial Ombudsman ([www.rf.gov.pl](http://www.rf.gov.pl)) subject to procedures laid down by law. On this page, the Borrower will find information on how to initiate amicable dispute settlement and will download an application form. The Borrower does not have to use the application form provided, they may also draw up an application themselves. Information on institutions assisting in the resolution of disputes between consumers and traders, specialising in matters typical of the financial sector, can be found at <http://polubowne.uokik.gov.pl/institucje,4,pl.html>. The provisions in the second sentence do not constitute an arbitration clause and do not exclude the jurisdiction of the common court specified in the first sentence. The President of the Office of Competition and Consumer Protection in Warsaw is the supervisory authority competent in consumer protection matters.
32. The Lender reserves the right to record and store the content of all telephone conversations with the Borrower in connection with the performance and management of the Cash Loan Agreement and upon termination of the Cash Loan Agreement in connection with the collection of receivables under this Agreement.
33. This Agreement is concluded for a definite period of time and is effective from the date of its conclusion until the date specified as the date of payment of the last instalment. If the Borrower receives the amount of the loan or any part thereof in the form of the Card,

the funds which have been credited to the Card under the Cash Loan Agreement may be used by the Borrower during the term of validity of the Card. The expiration date is embossed on the Card. After the expiration date of the Card, the funds remaining on the Card may be withdrawn in person after visiting the **BOCIAN pożyczki** Branch directly. If the Loan amount or a part thereof is transferred to the Borrower by means of a BLIK Cheque, the funds transferred by means of a BLIK Cheque under the Cash Loan Agreement may be used by the Borrower for a period of 183 days from the date of receipt of the BLIK Cheque. If the Borrower does not use the BLIK Cheque within its validity period, another BLIK Cheque will be sent to the Borrower. After the expiry of the BLIK Cheque, the Borrower may also withdraw any unused funds in person at a **BOCIAN pożyczki** Branch.

34. The interest rate for each week of the term of the Cash Loan Agreement was calculated on a daily basis from the Total amount of the loan outstanding at the beginning of each week, taking into account the period of the loan, assuming that the Borrower pays the instalments on the dates and in the amounts specified in the Cash Loan Agreement.
35. The amount of the payment made by the Borrower shall be credited to the Total amount of the loan, then the Loan disbursement fee, Interest Rate and other non-interest loan costs. If the amount of the payment made by the Borrower is not sufficient to cover the total amount due under a given instalment, it shall be credited first to the Total amount of the loan, followed by the Loan disbursement fee, Interest Rate and other non-interest costs in proportion to the payment made.
36. Subject to the consent of the Borrower, the repayments shall first be credited against late payment interest and then the due liability of the Borrower, as indicated in the Customer Repayment Card/Proof of Payment. Until the payment is made, the Borrower may voluntarily indicate in writing the receivable (debt) against which the payment is to be credited. Regardless of the above, the Lender has the right to credit the payment against late payment interest first, which can be done by informing the Borrower about it.

#### FINAL PROVISIONS

37. By concluding this Agreement, the Borrower represents that prior to concluding it and they read the Agreement and were informed of the right to withdraw from the Cash Loan Agreement.
38. The provisions of the Consumer Credit Act, the Civil Code and other applicable laws shall apply in all matters not regulated by this Agreement.
39. Amendments to this Agreement may be made in writing or in documentary form, using other information media enabling to read the content, including e.g. e-mail correspondence, telephone, text messages or a durable medium which the Borrower has access to, in compliance with other requirements specified by law, including the Consumer Credit Act.
40. If:
- the Borrower's actions are aimed at breaching the Lender's rights set forth in the Cash Loan Agreement,
  - the Borrower submitted documents which are counterfeited or certify an untruth or made unreliable written or oral statements that are essential for obtaining a loan in order to obtain such loan,
  - the Borrower concluded the Agreement and transferred part or all of the loan amount to a Customer Advisor or the Lender's employee,

the Lender shall have the right to terminate the Agreement with immediate effect by sending a written statement of withdrawal to the Borrower's address.

41. This Agreement has been drawn up in two counterparts, one for each party.
42. The parties hereby agree on the terms and conditions for the creation of the Customer's Profile and the free use thereof, conclusion of agreements and transmission of other documents via the Loan Platform (hereinafter referred to as the Platform) belonging to EVEREST FINANSE Spółka Akcyjna, available at [www.bocianpożyczki.pl](http://www.bocianpożyczki.pl), jointly referred to as the Lending Platform Framework Agreement (PFA). The Lender undertakes, among other things, to grant loans to the Borrower through the Platform subject to meeting the conditions specified in specific Agreements in each particular case. The Parties also allow other activities to be carried out through the Platform.

42<sup>1</sup>. The parties hereby agree on the following definitions of the terms related to the use of the Platform:

- Helpline Department** – the Lender's Customer Service Department which may be contacted by calling the telephone numbers presented on the Platform;
- Customer's Profile** – password-protected individual account voluntarily created by the Borrower on the Platform. The account contains Customer data and information about specific Agreements concluded and offers presented by the Lender; creating the Customer's Profile is one of the ways to conclude specific Agreements;
- Password** – combination of characters (including letters and numbers) which protects the Customer's Profile and is created by the Customer after logging in on the Platform for the first time;
- SMS Number** – means the number intended for sending SMS messages to the Customer enabling the Lender to communicate with the Borrower in matters related to the PFA or a specific Agreement;
- Specific Agreement** – a particular Agreement, e.g.: Loan Scheme Agreement entered into by and between the Lender and the Customer under the PFA and through the Platform; always sent to the Customer via e-mail and available on the Customer's Profile;
- Website** – [www.bocianpożyczki.pl](http://www.bocianpożyczki.pl), which hosts the Platform and where the User is registered by the Lender, who at the same time creates the Customer's Profile for the Borrower through which the Customer has the possibility to modify their data and submit Loan Applications;
- Regulations governing the provision of services by electronic means** – regulations specifying in particular the types and scope of services provided by electronic means, conditions for the provision of such services, including: technical requirements necessary to cooperate with the ICT system used by the Service Provider, prohibition on the provision of illegal content by the User, conditions for the conclusion and termination of contracts for the provision of services by electronic means, complaint procedure. The Service Provider makes the Regulations available to the Customer free of charge prior to the conclusion of an agreement for the provision of such services and, at the Customer's request, in such a way so as to enable the Customer to obtain, reproduce and record the content of the Regulations using the Customer's computer system; also available on the Website; hereinafter referred to as the Regulations;

8. **User** (who is also the Customer within the meaning of Section 42<sup>1</sup> (7) of this Agreement) – an adult natural person concluding a specific Agreement with the Lender on the basis of the Lending Platform Framework Agreement concluded by and between the User and the Lender;

42<sup>2</sup>. Registration on the Customer's Profile takes place according to the following rules:

1. The condition for concluding specific Agreements via the Platform is prior conclusion of the PFA by the Parties and creation of the Customer's Profile.
2. The Lender will register the Customer on the Platform, creating the Customer's Profile on the basis of the information provided by the Customer in the Agreement.
3. Immediately after the Lender enters the above mentioned information into the Platform the User will be able to log in to their Profile using the PESEL number and the PFA number. The Lender will make reasonable effort to enable the User to do the above within 7 days from the day of concluding the Agreement and the PFA at the latest.
4. After logging in for the first time, a code is sent to the Customer's mobile phone number (provided by the Customer).
5. Then the User enters the texted code in the designated place and changes the password.
6. After completing the steps referred to in Section 40<sup>2</sup>(4)-(5), it is possible to start using the Platform, including submit an application for conclusion of a specific Agreement, selecting any of the acceptable offers on the Customer's Profile.
7. To create the Customer's Profile on the Platform the Customer must read and accept the Regulations and conclude an Agreement and PFA.
8. The data provided by the Customer on the Customer's Profile must be true. Giving false data misleading the Lender, resulting in unfavourable disposal of the Lender's property, may give rise to liability, including criminal liability.
9. After concluding each specific Agreement on the terms specified above, documents concerning the Agreement are sent to the e-mail address provided and confirmed by the Customer. They are also available on the Customer's Profile.
10. On the Customer's Profile, the User also provides the bank account number, which will be authorized by entering a code texted by the Lender.
11. Changing the bank account will be possible by paying an instalment (if this is the selected method of loan repayment) from the User's new bank account and choosing an appropriate option on the Customer's Profile or transferring the amount of PLN 0.01 to the Lender's bank account indicated on the Customer's Profile.
12. Failure to select an appropriate option on the Customer's Profile in the case referred to in Section 40<sup>2</sup>(11) above prevents effective change of the bank account.

42<sup>3</sup>. Using the Platform is subject to the terms and conditions and within the scope stipulated in this PFA and the Regulations. In particular:

1. the User does not disclose their password to any third parties.
2. If the User forgets the password they generated, they should select the "remind password" option. This option requires entering the Customer's e-mail address, to which a new password will be sent.
3. Using the Platform, according to the terms of use set forth in this Agreement, does not imply that the User acquires ownership of or any other interest in any content contained therein. The Platform may be used only to the extent permitted by applicable law and this Agreement.
4. The User has the right to save, copy, in whole or in part, any documents relating solely to their specific Agreement.
5. Through the Customer's Profile, the User may change the previously provided telephone number and e-mail address by selecting relevant options. Other Customer data may be changed by calling the helpline.
6. The Platform is available for use 24/7.

42<sup>4</sup>. The User may submit any complaints concerning the Customer's Profile in writing, orally, i.e. by phone, in person when visiting the Lender, or electronically, by sending an e-mail to the following address: reklamacje@everestfinanse.pl).

1. Complaints referred to in Section 42<sup>4</sup> above will be considered within 14 days from their receipt by the Lender.
2. A response to the complaint will be given in writing. At the request of the User, it may be sent by e-mail.

42<sup>5</sup>. The User may withdraw from the Agreement pursuant to the following conditions:

1. The User may withdraw from the PFA without providing any reason within 14 days from the date of concluding this PFA. In order to meet the deadline for withdrawal from the Agreement, it is sufficient for the User to send information on exercising the right to withdraw from the PFA before the expiry of the aforementioned deadline for withdrawal from the PFA.
2. The User may withdraw from a specific Agreement on conditions stipulated therein.
3. The User exercises the right to withdraw from the PFA by informing the Lender about the decision to withdraw from this Agreement by way of a statement sent or delivered personally to the Lender. It is also possible to use the template of the PFA withdrawal form (attached as Appendix No. 1 to this Agreement).

42<sup>6</sup>. The parties agree that the Service Provider shall not be held liable for any damages resulting from the loss of the User's password.

42<sup>7</sup>. Within the scope of validity and amendment of the provisions of the PFA, the parties hereby agree as follows:

1. the PFA is available on the Platform and where appropriate, also as stipulated in this PFA, it will be sent to Customers by e-mail.
2. The PFA was entered into for an indefinite period.
3. Either party may terminate this PFA with a one-month notice period by sending a statement in writing or in documentary form via an information carrier enabling reading the content thereof, including e.g. e-mail correspondence, text message or a durable carrier which the User has access to.
4. If:
  - a) the User's actions are aimed at breaching the Lender's rights set forth in specific Agreements and the PFA;
  - b) the User submitted unreliable written or oral statements which are essential for the conclusion of the specific Agreement in order to conclude a specific Agreement or PFA and to create the Customer's Profile;

the Lender has the right to terminate the PFA with immediate effect and immediate enforceability of all specific Agreements concluded under the PFA.

5. Termination of the PFA by the Lender for reasons other than those specified in Section 42<sup>7</sup>(4) above may mean that specific Agreements concluded via the Platform will be continued in writing, of which the Lender will inform the User within 14 days.
  6. Termination of the PFA by the User does not affect other Agreements concluded by and between the parties, including specific Agreements, and the User shall, upon request, receive all documents concerning them in writing or in any other durable medium.
  7. If the User wishes to terminate specific Agreements as well, the provisions stipulated therein should be followed.
  8. The Service Provider reserves the right to change the PFA, including in the following cases:
    - a) introduction of new or amendment of existing legal regulations defining the rules of providing services by the Service Provider or defining the rules of using such services by the User within the framework of the PFA concluded,
    - b) issuing a decision, recommendation, guideline, opinion, ruling or other document by a supervisory authority or other authorized entity, defining the rules of providing services by the Service Provider or defining the rules of using such services by the User within the framework of the PFA,
    - c) extension, change or limitation of the functionality of services, change in the rules of using services by the User, introduction of new services, discontinuation of certain activities being the subject of services provided by the Service Provider within the framework of the PFA concluded with the User,
    - d) changes in the Service Provider's IT system resulting from:
      - improvement of the Service Provider's IT systems caused by technological development,
      - changes of software suppliers resulting in a change in the functionality of the Service Provider's IT system, affecting the services provided by the Service Provider or the rules of using such services by the User within the framework of the concluded PFA.
  9. The User will be informed about the changes referred to in Section 42<sup>7</sup> (8) via the Platform or a different information carrier enabling reading the content thereof, including e.g. e-mail correspondence, text message or a durable carrier which the User has access to.
  10. In the case referred to in Section 42<sup>7</sup>(9) above, the User, in case of refusal to accept the proposed changes, has the right to terminate this PFA within 30 days from the date of receipt of the amended content of the PFA. Should this be the case, the indicated changes are not binding, but if the PFA is not terminated the changes enter into force upon delivery to the Borrower.
- 42<sup>8</sup>. Within the remaining scope, the parties agree as follows:
1. Provisions of specific Agreements and the Act on Consumer Rights shall apply in matters not regulated in this PFA.
  2. The Platform is a work within the meaning of the provisions of the Act of 4 February 1994 on copyright and related rights (consolidated text: Journal of Laws of 2006 No. 90, item 631, as amended), hereinafter referred to as the "Act". The proprietary copyrights to the Platform are vested in the Service Provider.
  3. Documents made available to the Borrower on the Platform may be stored by the Borrower in a different form and on different carriers.
  4. The Lender and the User acknowledge that data sent via a carrier enabling reading such data, including e.g. e-mail correspondence, text message or a durable carrier which the User has access to, as well as information presented on the Customer's Profile in order to grant a Loan or amend the PFA are treated as a declaration of will of each of the parties and produce specific legal effects.
  5. If the User's data provided during the registration on the Platform were not correct or are no longer valid, the User is obliged to change them in accordance with the guidelines in 42<sup>3</sup>(5) herein. The Lender shall not be held liable or suffer any negative consequences following from the User's failure to comply with this obligation.
  6. Any disputes related to the performance of the PFA shall be settled by a common court having jurisdiction over the defendant's place of residence/registered office or a court having jurisdiction over the place of performance of the Agreement. Before the case is taken to court, the Borrower may attempt to resolve a dispute through mediation, e.g. on the basis of a mediation agreement or through the municipal (district) Consumer Ombudsman and consumer organisations, including the Consumer Federation, and seek assistance of the Permanent Consumer Arbitration Court run by Provincial Inspectorates of Trade Inspection, or the Financial Ombudsman ([www.rf.gov.pl](http://www.rf.gov.pl)) subject to procedures laid down by law. The provisions in the previous sentence do not constitute an arbitration clause and do not exclude the jurisdiction of the common court specified in the first sentence. The President of the Office of Competition and Consumer Protection in Warsaw is the supervisory authority competent in consumer protection matters.
43. This Agreement, including the PFA, supersedes any and all prior Agreements between the parties with respect to the use of the Platform (PFA). If the User has already created their Customer's Profile under previous agreements, the provisions on registration in this Agreement shall not apply.

I confirm that I have made a conscious and free decision to enter into the Agreement and that I was not coerced, pressured to do so or otherwise disadvantaged, I further confirm that my income will permit me to repay the Total repayment obligation under the Cash Loan Agreement and I am the only person liable to repay any amounts due under the Agreement.

**I also acknowledge that on the date of conclusion of this Agreement referred to in Section 1.A I received the Total amount of the loan in the following form:**

- **Cash in the amount of PLN**

/say:

/

- **Prepaid card no.**

credit available: PLN

• BLIK Cheque of PLN

I declare that I have read, accepted and received a copy of the information regarding the BLIK Cheque Terms of Service.

YES  NO

I declare that I have read, accepted and received a copy of the "Cardmailer" information concerning the prepaid card as well as the terms of use concerning this card.

YES  NO

I represent that I read the Regulations:

*/name of promotional campaign/*

and I accept the provisions contained therein.

Borrower's legible signature (name and surname)

Date

I represent that prior to the conclusion of this Agreement, the Lender provided me with explanations regarding the content of the information provided prior to the conclusion of the Agreement and the provisions of the Agreement in a manner enabling me to make a decision regarding the Cash Loan Agreement and provided the following information on the information form: name and registered office of the Lender, type of loan, duration of the Agreement, interest rate of the loan and conditions of its change, total amount of the loan, dates and manner of loan disbursement, actual annual interest rate, rules and dates of loan repayment and sequence in which loan instalments are credited towards the Lender's receivables, information concerning the obligation to conclude an additional agreement, information about other costs which I am obliged to incur in connection with this Agreement and conditions under which these costs may change, information about the interest rate on overdue debt, conditions of its change, information about the consequences of non-payment, information about the required collateral for a cash loan, information about the right to withdraw from the Agreement and repay the loan before the deadline, information about the Lender's right to charge commission for repaying the loan before the deadline and the rules of its determination, information about the right to receive free information about the results of database verification carried out in order to assess the credit risk, information about the right to receive, upon request, a free draft Agreement, if I meet the eligibility conditions, information about the period throughout which the Lender is bound by the information provided to me.

Borrower's legible signature  
*/name and surname/*

Date of conclusion of the Agreement

Lender's legible signature  
*/name and surname/*

Date of conclusion of the Agreement



### CASH LOAN AGREEMENT WITHDRAWAL FORM

EVEREST FINANSE Spółka Akcyjna ul. Stary Rynek 88, 61-772 Poznań; helpline: 600 100 100; REGON 360730596, NIP 7831722320.

In the event of withdrawal from the Cash Loan Agreement, this FORM should be delivered in person or sent by mail to the above address of EVEREST FINANSE Spółka Akcyjna within 14 days from the date of the conclusion of the Cash Loan Agreement. Please be advised that after withdrawing from the loan agreement you are obliged to return the entire amount paid to you under the loan agreement to Bocian pożyczki immediately, i.e. no later than within 30 days from the date of submitting the statement of withdrawal from the agreement. The Borrower shall not bear any costs related to the withdrawal from this Cash Loan Agreement.

In case of any doubts related to the withdrawal from the Agreement, the Borrower may contact the Lender's Helpline at 600 100 100 (calls charged according to the operator's price list) and obtain the necessary information, or consult the information on withdrawal available on the Customer's Profile.

Cash Loan Agreement no.

Date of concluding the Cash Loan Agreement

**Given my right to withdraw from the Cash Loan Agreement, I hereby withdraw from the Agreement referred to above.**

Borrower's name and surname

Borrower's legible signature

### Attachment 1 to the Lending Platform Framework Agreement

### LENDING PLATFORM AGREEMENT WITHDRAWAL FORM

EVEREST FINANSE Spółka Akcyjna ul. Stary Rynek 88, 61-772 Poznań; Helpline 600 100 100; REGON 360730596, NIP 7831722320.

In case of withdrawal from the Lending Platform Framework Agreement without giving any reason, the Borrower may apply this FORM, which shall be delivered personally or sent by mail to the above address of EVEREST FINANSE Spółka Akcyjna within a maximum of 14 days from the date of conclusion of the Lending Platform Framework Agreement. In order to meet the above deadline, it is sufficient to send the statement of withdrawal via mail before its expiry. The Borrower shall not bear any costs related to the withdrawal from this Lending Platform Framework Agreement.

PFA number

Date of concluding the PFA

**Given my right to withdraw from the PFA, I hereby withdraw from the PFA referred to above.**

Borrower's name and surname

Borrower's legible signature