

# GENERAL TERMS FOR CREDIT LINE CONTRACT

## 1. DEFINITIONS

**Contract:** Credit Line Contract concluded between the Parties in case the issuance of the credit. Contract is composed of Special Terms for Credit Line Contract (hereinafter - Special Terms for Credit) and General Terms for Credit Line Contract (hereinafter - General Terms for Credit), as well as any amendments and/or appendixes thereof;

**Party or Parties:** Borrower and/or Lender, jointly and severally referred in the Contract;

**Credit Line limit:** Credit amount limit specified by Special Terms for Credit, within which the Borrower may present Application(s) for Credit(s);

**Potential Credit Line limit:** Credit amount limit specified by Special Terms for Credit to which the Credit Line limit might be increased based on the Application(s) and at the sole discretion of the Lender;

**Application:** application for receiving Credit, submitted by the Borrower to the Lender as defined by the Contract;

**Credit:** monetary means provided by the Lender to the Borrower in accordance with the Contract, when Interest of Credit is applicable as stipulated in Special Terms for Credit;

**Credit Amount:** amount of monetary means defined by the Special Terms for Credit, provided by the Lender to the Borrower in accordance with the Contract;

**Total Cost of the Credit:** costs of the Borrower, which include Interests of Credit, Fees and costs, as well as other obligatory payments for optional and provided services under the Contract for provision, maintenance and repayment of the Credit;

**Total Credit Value:** the amount of monetary means that are provided and/or can be provided to the Borrower under the Contract, which includes Credit Amount and Total Cost of the Credit;

**Granted Credit Amount:** total amount of the Credit(s) actually provided by the Lender to the Borrower under the Contract (also including the loan granted to Borrower (if any), based on loan contract novated by Credit Line Contract) as declared by the Special Terms for Credit;

**Consumer credit passport:** information on pre-contractual terms and conditions of the Credit, provided by the Lender to the Borrower in accordance with Contract and Law;

**Contractual remunerations:** remuneration (Interests of Credit, Extension management fee, if any) payable by the Borrower to Lender in accordance with Contract;

**Contractual payment(s):** all payments which shall be made by the Borrower to Lender in accordance with the Contract, including full or partial repayments of the Credit and full or partial payments of the Contractual remunerations;

**Interest rate:** daily interest rate indicating the respective percentage payable for the provision of the Credit, as defined by the Special Terms for Credit and General Terms for Credit. The Interest rate is floating and depends on time how long the Credit has been used by the Borrower;

**Annual Percentage Rate:** Total Cost of the Credit expressed as an annual percentage of the total value of the Credit(s) granted, which is defined and calculated in accordance with Law, and indicated in Special Terms for Credit;

**Penalty:** subject to payment in case of breaching the Payment term at the rate as defined by Special Terms for Credit;

**Payment term:** time period from the date when the Credit was provided to the Borrower up to the Payment date and up to the end (last day) of the Extension period in case of extension;

**Payment date:** date stated by Special Terms for Credit up to which the Borrower must make the full repayment of the Granted Credit Amount and payment of all Contractual remunerations;

**Extension period:** time period requested by the Borrower and provided by the Lender in case Payment date was extended and starts from the day when Extension management fee was received;

**Extension management fee:** fee subject to payment to cover the administrative and other expenditures of the Lender to implement the Borrower's request to provide Extension period, in amount as specified by Special Terms for Credit;

**Lender's account:** any current bank account of the Lender specified in the Special Terms for Credit;

**Borrower's account:** current bank account of the Borrower specified in the Special Terms for Credit or current bank account, from which the Borrower has ever made transfer to the Lender and/or has ever received the transfer from the Lender;

**Borrower's e-mail:** electronic mail address specified by Borrower according to the Contract, only used by the Borrower;

**Telephone number:** any telephone number specified by Borrower according to the Contract, only used by Borrower for the communication with Lender, including Borrower's notifications, requests, orders, etc. communicated to Lender;

**Portal:** Lender's website (currently having a domain name <https://www.ukr-pozyka.in.ua/> where the Borrower may create own Profile, used to ensure mutual communication and information exchange between the Parties under the Contract;

**Profile:** Borrower's personal site on the Portal, only used by the Borrower;

**Law:** regulatory enactments of Ukraine.

## 2. CONCLUSION OF THE CONTRACT THROUGH THE DISTANCE MEANS

2.1. The establishment of the contractual relations between the Parties through the distance means shall be ensured in the following manner:

- 2.1.1. in the Portal, the Borrower shall fill-in the Application by inserting the necessary Credit amount and Payment term, as well as provide (upload) other data and documents requested. Also, in case the electronic payment should be used, the link to such service provider would be opened where the Borrower should insert his/ her payment card's details. When completing the above Application:
- 2.1.1.1. the Borrower creates a Profile on the Portal by following the instructions given in the Portal;
- 2.1.1.2. the Lender's offer for Borrower based on information given in the Application is presented (hereinafter - Offer). If the Borrower within the application process has changed the information inserted in the Application (for example the amount requested), a new Offer will be presented based on newly inserted terms. Upon the Borrower's request, the Lender shall provide for the Borrower the Offer on paper or on another durable medium. The Borrower is entitled to analyze the Offer and compare it with other competitors' offers;
- 2.1.1.3. the Borrower by ticking the "Acceptance" button confirms his/ her acceptance provided for the Lender (i) to use Borrower's personal data for identification of the Borrower, for assessment of the Borrower's creditworthiness (solvency) and for implementation of the Contract in accordance with Privacy Policy; (ii) to use Portal in accordance with the Terms and Conditions for use of the Portal; (iii) to establish contractual relationship with Lender as prescribed in the Contract and (iv) to generate the Contract;
- 2.1.2. the verification code (hereinafter – Verification code) would be sent by Lender to the Borrower's Telephone number. By inserting the Verification code, the Borrower signs and accepts the Offer and confirms the conclusion of the Contract based on General Terms for Credit;
- 2.1.3. after submission of the Application, the Lender shall assess the creditworthiness (solvency) of the Borrower by Lender's self or authorized service providers. The Credit Amount may vary, within the Credit Line limit and based on assessment of Borrower's creditworthiness (solvency) in Lender's sole discretion.

2.2. To validate the Borrower's payment card's data, the Borrower, authorizes Lender to ensure deduction in amount of UAH [0,01] from Borrower's payment card, which would be refunded by Lender to Borrower after the validation process was completed but not later than within next seven working days.

2.3. The moment when Borrower has received the Credit Amount specified in Special Terms for Credit constitutes the fact that Contract is concluded through the distance means or new Special Terms for Credit is agreed, in case of following (repeated) Applications under the Contract, between the Parties.

2.4. The Contract concluded through the distance means shall have same legal validity as contract signed on paper.

### **3. SUBJECT OF THE CONTRACT AND PROVISION OF CREDIT**

3.1. The Lender undertakes to provide to the Borrower the Credit(s) within the Credit Line limit, based on the Application(s) of the Borrower and in case of their approval, and the Borrower undertakes to return to the Lender the Granted Credit Amount and to pay the Contractual remunerations up to the last day of the Payment term.

3.2. If Borrower decided:

- 3.2.1. to increase the loan amount based on loan agreement, Borrower should submit respective request to the Lender and Parties should novate loan agreement by concluding the Credit Line Contract;
- 3.2.2. to increase the Credit Amount or receive additional Credit(s), Borrower should submit respective request to the Lender and Parties should conclude respective amendment for the Special Terms for Credit;
- 3.2.3. to extend the Payment date for Credit to the later date, Borrower should submit respective request to the Lender or ensure Extension management fee payment to Lender's account, in the payment details specifying: "Extension, Contract's number".

3.3. The Borrower may submit the Application by filling out the electronical Application form in the Portal through the Profile.

3.4. The Borrower by submitting the Application acknowledges and confirms that:

- 3.4.1. the personal data and information specified by the Borrower in Application, as well as all documents submitted are correct, complete and true and knows criminal sanctions for the offence of false declarations;
- 3.4.2. the Borrower has full legal capacity to act and is not under influence of alcoholic, narcotic and/or psychotropic substances;
- 3.4.3. the Borrower acts as individual, and does not represent the legal entity or self-employed person;
- 3.4.4. all pre-contractual information and substantial conditions of the Contract related to the granting and repayment of the Credit, all Contractual remunerations payable by the Borrower to the Lender, Borrower's rights to withdraw (Clause 6.1) or terminate (Clauses 6.3.) the Contract, the negative consequences which can occur if Borrower has breached the Contract (Clause 6.7.), were made available for Borrower in the Portal as Consumer credit passport, Offer, General Terms for Credit and Privacy Policy, and Borrower has acknowledged and agrees with the provisions of each condition of same as well as of Contract and is fully aware of the liabilities deriving from the Contract;

3.5. the Credit(s) requested by Borrower and granted by Lender will be used for personal consumption purposes and not contrary to the Law.

3.6. The Lender unilaterally makes decision on approval or rejection of the Application based on estimation of the Borrower's creditworthiness (solvency) done by itself or using the assistance of third parties and/ or implementation of the Borrower's obligations under the Contract, and is entitled to reject the Application without any justification or explanation.

3.7. The Lender notifies the Borrower on the approval or rejection of the Application within the term of 3 (three) working days after receiving the Application.

3.8. If the Application was approved, the Lender shall send to the Borrower's email:

- 3.8.1. if loan amount was increased and novation of the loan contract (if any) established– Special Terms for Credit, General Terms for Credit and Consumer credit passport;
- 3.8.2. if additional Credit(s) was requested under Credit Line Contract– Amendment of Special Terms for Credit.

3.9. The Lender shall provide the Borrower, based on Borrower's request:

- 3.9.1. immediately, but not later than on next working day, with a copy of respective document(s) in accordance with Clause 3.8 and in the manner as requested by Borrower (paper or other durable medium).

3.9.2. within next 15 (fifteen) days, not more often than once per month and free of any charges (on paper or on another durable medium or through Borrower's email) with a statement of current debt, amount of paid Credit, information on payments under the Contract or other information prescribed by the Law.

3.10. The Lender shall grant each Credit by transfer the same to the Borrower's account. The amount(s) is considered as provided on the date the bank transfer was made by Lender.

3.11. If the Borrower did not use all Credit Line limit by the last calendar day of the current month, the Lender is entitled to reset the unused part of the Credit Line limit unilaterally. A new Credit Line limit for the Borrower may be defined by the Lender upon the approval of the Borrower's new Application for Credit.

#### 4. CONTRACTUAL REMUNERATIONS

##### 4.1. Interest of Credit:

4.1.1. For the utilization of the amounts made available as Credit(s) under the Contract and within the Credit Line limit, the Borrower shall pay to the Lender the interests at rate as indicated in Special Terms for Credit. The payments of interests shall be done up to last day of the Payment term.

4.1.2. The interest shall be calculated for the entire period of time the Credit(s) is used by Borrower starting from the first day when the Credit was provided and ending in the day when the full Granted Credit Amount was repaid to Lender.

4.1.3. The rate of the Interest of Credit is floating and depends on duration of the Credit, respectively:

4.1.3.1. for the use of the Credit within the originally indicated duration period (from the Credit issuance day due to the Payment date) the Interest rate for originally indicated duration of Credit shall be applied as declared in Special Terms for Credit;

4.1.3.2. for the use of the Credit after originally indicated duration period (starting from the next day after Payment date) the Interest rate for excess of originally indicated duration of the Credit shall be applied as indicated in Special Terms for Credit.

##### 4.2. Penalty:

In case the Borrower did not repay Credit due to the last day of the Payment term, the Borrower shall pay Penalty for every day of delay, calculated as percentage stated in Special Terms for Credit applied to the delayed part of the Credit starting from the first day after Payment term and until full repayment of the delayed part of the Credit.

4.3. The **Fees and costs** are paid exclusively at the choice and will of the Borrower for getting the additional services, which are not imposed by Lender and estimated as obligatory upon conclusion of the Contract.

4.4. Extension management fee shall be paid in case Borrower requested additional service- Extension period of the Payment date. Extension management fee shall be calculated as percentage stated in the Special Terms for Credit depending of the duration of the Extension period, applicable to the outstanding Credit amount and payable at the moment when extension request is processed. Extension management fee executed by Borrower constitutes his/ her confirmation (respective evidence) to extend the Payment date and no other formalities should be ensured.

4.5. The Lender shall not propose changes in the Interest of Credit, Penalty and / or Fees and costs if such was made by Law. In this case, respective changes shall become in force in the manner established by Law.

4.6. The Lender has right at Lender's own discretion and / or for marketing purposes:

4.6.1. to not calculate or stop the calculation for certain period of time of any amounts of Penalty or Fees and costs and/or reduce any or all Contractual remunerations (Interest of Credit, Penalty and/ or Fees and costs, if any);

4.6.2. to renew the validity of the Contract terminated due to the delay of any of the Contractual payment(s) in case (i) Borrower made payment of all such delayed Contractual payment(s) or (ii) Borrower requested and received the Extension period or (iii) the separate agreement was concluded between the Parties.

#### 5. CONTRACTUAL PAYMENTS AND SETTLEMENT PROCEDURE

5.1. The Borrower shall make Contractual payments within the Payment term through:

5.1.1. electronic payment by communicating the card details to the Lender using Telephone number or by using the assistance of the electronic payments services provider. The Borrower expressly and irrevocably authorizes the Lender to debit the payment card:

5.1.1.1. in any amount ordered by Borrower using Telephone number;

5.1.1.2. in any amount outstanding;

5.1.2. bank transfer from Borrower's account to Lender's account. A payment by bank transfer is deemed to be made upon such being credited in the Lender's bank account;

5.1.3. direct debit by automatic debiting from Borrower's account to Lender's account, but in case respective Contractual payments are overdue based on Lender's request addressed to Borrower's bank. The Borrower expressly and irrevocably authorizes the Lender to submit payment request for direct debit to Borrower's bank in any amount, but no more than the outstanding overdue Contractual payment(s).

5.2. If the Payment date has been extended, the Borrower shall pay to the Lender only the Extension management fee, while payment of other Contractual payments, is postponed (suspended) and not calculated for the Extension period. All amounts payable under the Contract in case of extension shall be paid in full amount due to the last day of the Extension period. The repayment of the Granted Credit Amount and applicable Contractual remunerations within the Extension period is not considered as delayed, except in case such is/ are overdue at the moment of the Extension fee payment.

5.3. The Borrower is entitled to repay (return) the Credit partially or wholly and to make the all other Contractual payments under the Contract any time before the Payment term in accordance with the Law (**early repayment**). The Borrower shall provide the Lender with written notification not later than 3 (three) working days prior to such early repayment (return). If Borrower failed to provide such notification, the Lender is entitled to assign received amounts to Payment date.

- 5.4. In case of premature full or partial repayment of the Credit the Borrower shall pay the Interest of Credit for the time period of actual use of the Credit.
- 5.5. In case of overpayments from the Borrower's behalf, the amounts paid in excess shall be given to the Borrower based on the written request from the latter, if such request was submitted in next 30 (thirty) calendar days after the overpayment day. In case Borrower failed to provide request above the Lender may not execute such demand.
- 5.6. The Contractual payments are considered fulfilled upon receipt by the Lender. The Borrower's payment not complying with the provisions of the Contract is not deemed to be received until the time of its identification.
- 5.7. Unless it was not specified otherwise in the payment order by the Borrower or established by the Law the payments received from the Borrower should be extinguished in the following sequence:
- 5.7.1. Interest of Credit for originally indicated duration and Interest of Credit for excess of originally indicated duration and Credit amount;
  - 5.7.2. Penalty;
  - 5.7.3. Fees and costs.
- 5.8. To avoid doubts the Parties have agreed that in case of violation of the Payment term, acceleration of outstanding Contractual payments and/ or termination of the Contract, the Borrower should repay to the Lender the Granted Credit Amount and to pay the applicable outstanding Contractual remunerations within next 30 (thirty) calendar days, except the cases defined by the Contract or by Law.
- 5.9. Borrower is personally liable with all property owned to repay to the Lender the Contractual payments under the Contract in full amount.

## 6. RIGHTS AND OBLIGATIONS OF THE PARTIES. TERMINATION OF THE CONTRACT AND CONSEQUENCES

- 6.1. The Borrower has **the right to withdraw** from the Contract within 14 (fourteen) calendar days as of the conclusion thereof, without giving any reason, in accordance with the Law, by:
- 6.1.1. submitting to the Lender a written notification in this respect and mentioning Borrower's name, middle name (if any), surname and the Contract's number and
  - 6.1.2. repaying of all Contractual payments without unreasonable delay, but not later than within 30 (thirty) calendar days as of the dispatch of the above notification to the Lender.
- The Contract is considered terminated in date when the Borrower has repaid all Contractual payments under the use of withdrawal right.
- 6.2. If the Borrower delays Contractual payments the Lender has right in addition to any measure it may take according to this Contract and the Law, to remind to the Borrower by calling, sending messages to the Telephone number, through the Profile on the Portal or in any other way. The Borrower ensures authorization for the Lender to send the same reminder(s) also to Borrower's contact person(s), if nominated in the Special Terms for Credit. The Borrower confirms received approval from the Borrower's contact person to use his/ her contact information for possible notifications given by Lender in relation with not completed or partially implemented payment obligations of the Borrower under the Contract.
- 6.3. Both Parties have the **right to unilaterally terminate the Contract** subject to a notification with at least one months in advance before the envisaged termination date of the Contract.
- 6.4. **The Lender may withdraw from the Contract** by accelerating the Credit and the Borrower within next 30 (thirty) calendar days after receiving written notification on such withdrawal from the Lender shall repay (return) to the Lender in full amount all applicable Contractual payments. The Lender may accelerate the Granted Credit Amount with or without termination of the Contract when:
- 6.4.1. the Borrower has provided to Lender false data, incorrect, incomplete, obsolete or misleading information, or forged documents, or failed to submit the documents requested by Lender;
  - 6.4.2. the creditworthiness checks performed by the Lender reveals a significant risk of inability of the Borrower to repay the Credit;
  - 6.4.3. the Borrower delays Payment term for more than 30 (thirty) calendar days;
  - 6.4.4. the Borrower breached any other significant obligation of the Contract and if such violation had not been ceased within next 5 (five) working days after the written notification was submitted by the Lender to the Borrower;
  - 6.4.5. a criminal case was started against the Borrower related to the Borrower's possible fraud, falsification of the documents, embezzlement or larceny or burglary of any kind of property (including monetary means) and similar criminal activities;
  - 6.4.6. in case of any suspicions about money laundering and/ or terrorism financing done by the Borrower;
  - 6.4.7. an application was submitted for recognizing the Borrower insolvent;
  - 6.4.8. such termination is prescribed by Law.
- 6.5. The Borrower hereby agrees that:
- 6.5.1. the Lender shall have rights to assign claims and/ or obligations arising from this Contract to any third persons (hereinafter referred as to "Assignees"), including for debt collection purposes;
  - 6.5.2. Assignees shall be further entitled to assign these claims and/ or obligations to an unlimited number of other third persons;
  - 6.5.3. the Lender and Assignees shall be entitled to disclose information provided for the conclusion of this Contract to other third parties, including supervisory institutions and credit bureaus in accordance with this Contract and Law.
- 6.6. **The assignment** of the claims arising from the Contract shall not reduce the guaranties for the Borrower under the Contract and Law without Borrower's written consent.

6.7. Failure for the Borrower to perform the obligations in accordance with this Contract **could have negative consequences** for the Borrower, as the Lender:

- 6.7.1. may take all measures in order to terminate the Contract and/ or initiate the enforcement against the Borrower;
- 6.7.2. may report to credit bureaus, which would directly influence the creditability of the Borrower in the future, including in relation with another lender (third persons);
- 6.7.3. may accelerate the repayment of all Contractual payments under this Contract, and the Borrower must repay all such amounts during 30 days after receiving written acceleration request from the Lender, unless the Borrower cures the respective failures within such 30-day period;
- 6.7.4. may request the Borrower's servicing bank with the respective payment order to unilaterally and permanently withdraw the total amount of the outstanding Contractual payments from the Borrower's money fund in the Borrower's payment card or other accounts. By concluding this Contract the Borrower grants to the Lender the full legal authorization to unilaterally debit the Borrower's accounts with any banks for the amounts of any outstanding Contractual payments under Contract and any amendments hereto;
- 6.7.5. may send a reminder(s) to the Borrower and Borrower's contact person(s) (if any);
- 6.7.6. may create the Borrower's credit history regarding the Borrower's liabilities, and may disclose the information on the Borrower's creditworthiness to any third persons.

6.8. The Borrower shall notify the Lender of all changes in the Borrower's information specified in the Contract, particularly regarding the personal identity document or work place within next 5 (five) working days.

6.9. The Lender may request from the Borrower at Lender's own discretion and / or in accordance with Law:

- 6.9.1. the Borrower's approval of the information change through telephone, by using Telephone number or on the Portal;
- 6.9.2. additional information related to the implementation of the Contract;
- 6.9.3. information related to the Borrower's creditworthiness (solvency), identification of Borrower and/ or the monetary means of the Borrower.

The Lender until that time when full requested information was received from the Borrower in accordance with the present clause may avoid granting the Credit or avoid extending the Payment date without any other justification or explanation.

6.10. The communication (written notifications, reminders, proposals, suggestions, requests, approvals, rejections etc.) between the Parties in relation with the implementation of the Contract shall be done by telephone call on the Telephone number, via Borrower's email or through the Profile on the Portal. Any communication made in the above stipulated manner should be binding for the Parties.

The Lender shall not be liable for any miscommunication (including the not received notifications or amounts payable under the Contract) which accrued, due to the failure, by the Borrower to provide true and proper data or notify the Lender about the changes in the information provided by Borrower, or as a result from the interruption of their communication (e.g. disorders in the services providers' (third parties') activities or systems, strike of the personnel, loss of data/ documents, etc.).

6.11. The Lender may suspend or terminate the Borrower's identification and/ or communication between the Parties through telephone, by using the Telephone number, or through the Profile on the Portal in accordance with the Terms and Conditions for use of the Portal.

6.12. The Borrower agrees to receive the information:

- 6.12.1. subject to obligatory submission as defined by Law either by e-mail on the Borrower's e-mail or by publication in the Portal. For the avoidance of any doubt, information on changes in the Contract, notification on Credit acceleration by the Lender, Consumer credit passport shall be received by the Borrower in the manner prescribed by the Contract;
- 6.12.2. within the framework of the Contract by e-mail on Borrower's e-mail and/ or telephone (using Telephone number) as recorded oral notifications or text / audio/ video messages and shall be considered as received upon the moment of entering of the electronic communication in the informational system indicated by the Borrower, except for cases listed in Clause 6.12.1. hereto;
- 6.12.3. regarding the Lender or third parties related to the Lender, including commercial, advertisement or other informative messages, by using Borrower's e-mail and Telephone number.

## 7. DATA PROTECTION

7.1. The Borrower agrees and authorizes Lender to ensure Borrower's personal data (including visual image) processing (checking the authenticity of Borrower's personal data from various databases public and / or private, data collection (including audio and video recording), compilation and transfer to/ from third-parties, cross-border transmission and storage of data even after the full execution of the Contract) for the following purpose:

- 7.1.1. to implement the obligations of the Contract, including payment obligations through third persons' services;
- 7.1.2. to create statistics, provide obligatory reports as well as receive and submit respective information to the state and municipality institutions and/ or supervisory authorities;
- 7.1.3. to receive and provide information to the credit bureaus directly or through the assistance of third parties;
- 7.1.4. for assignment of the claims and/ or obligations arising from the Contract to the third parties;
- 7.1.5. to assess the Borrower's solvency (credit worthiness) and another significant fact influencing the conclusion or implementation of the Contract;
- 7.1.6. to be provided information about the Lender or third parties related to the Lender, including commercial information and advertisements for marketing and advertising purposes, namely to receive promotional materials from the Lender, Lender's partners via traditional mail services or via electronic means (i.e. phone, SMS to Telephone number and /or e-mail to Borrower's email or through Profile in Portal).

7.2. The Borrower confirms it was informed on the existence and the way of exercising his/ her rights to access, intervene upon the data and to oppose to the processing of the personal data, and on the consequences of a refusal to answer the, mandatory or voluntary, questions through which his/ her personal data are collected. In order to exercise the aforementioned rights, the Borrower can file a petition at the following address: info@dindin.com.ua.

7.3. Even though the Lender is asking for explicit consent to processing data, the Borrower's consent is not always required under the law. The Lender may also rely on other lawful grounds of processing such as the performance of the Contract the Borrower is a party to, observance of the legal obligations incumbent upon the Lender, or where the Lender or a third-party recipient has a legitimate interest to process personal data (such as processing for creditworthiness assessment / reporting, sharing the personal data with the Lender's payment services providers, when the Lender is undergoing a restructuring process or in case of assignment of claims to third parties).

7.4. The personal data will be processed for the entire duration of the contractual obligations and may be (i) for additional 5-year period after termination of the Contract for records keeping purposes (e.g. reporting obligations towards the public authorities, defending rights and interests within court, arbitral or administrative procedures) and for statistics and (ii) for additional 6 months period after termination of the Contract for marketing and advertising purposes, or in any case, until the data subject opposed to the processing.

7.5. Lender guarantees the procedure and security of the Borrower's personal data processing in accordance with Law.

## 8. OTHER PROVISIONS

8.1. The Lender may propose the change of the Contract, including the amount of Contractual remunerations any time. In cases of any changes, the Borrower shall be informed, within 15 (fifteen) days before the date they become effective. The Borrower's confirmation of the amendments in the Contract can be given by digital signature (by inserting the Verification code) in Profile on Portal: (i) upon submission of respective Application; (ii) by applying for additional Credit or extension of the Payment date or (iii) by payment of the Extension management fee. All changes made in above manner shall not have retroactive validity to amounts granted to the Borrower before such changes become effective.

8.2. If dispute between the Parties is not resolved via negotiations, it shall be resolved by the court under procedure prescribed by Law. The Borrower is also entitled to apply to mediation in cases and in the manner stipulated by Law.

8.3. The Borrower is informed and agrees that the Lender is entitled to transfer all obligations under the Contract and its appendixes to Lender's associated or group companies without any additional novation agreement concluded between the Parties. In such case Lender, shall notify the Borrower through Borrower's email or in Profile on Portal.

8.4. If any of the terms and conditions of this Contract and its appendixes, which stipulates more restrictive obligations for the Borrower than the Law, become invalid, the respective regulations of Law shall be applicable to the Contract and the validity of the other terms and conditions of this Contract and its appendixes shall not be affected.

8.5. The pre-contractual information pursuant to the Law was placed in Portal.

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## GENERAL TERMS FOR LOAN CONTRACT

### 1. DEFINITIONS

**Contract:** Loan Contract concluded between the Parties in case the issuance of the loan. Contract is composed of Special Terms for Loan Contract (hereinafter - Special Terms for Loan) and General Terms for Loan Contract (hereinafter - General Terms for Loan), as well as any amendments and/or appendixes thereof;

**Party or Parties:** Borrower and/or Lender, jointly and severally referred in the Contract;

**Loan:** Monetary means provided by the Lender to the Borrower in accordance with the Contract;

**Loan Amount:** amount of monetary means defined by the Special Terms for Loan, provided by the Lender to the Borrower in accordance with the Contract;

**Range of available Loan Amount:** range specified by Special Terms for Loan, within which the Borrower may present Application for Loan;

**Contractual payment(s):** all payments which shall be made by the Borrower to Lender in accordance with the Contract, including full or partial repayments of the Loan and full or partial payments of the Contractual remunerations;

**Contractual remunerations:** remuneration (fees, Penalty if any) payable by the Borrower to Lender in accordance with Contract;

**Penalty:** to payment in case of breaching the Payment term at the per day interest rate of the overdue payment, as defined by the Special Terms for Loan;

**Payment term:** time period from the date when the Loan was provided to the Borrower up to the Payment date and up to the end (last day) of the Extension period in case of extension;

**Payment date:** date defined by the Special Terms for Loan, up to which the Borrower must ensure to the Lender the full repayment of the Loan Amount and payment of all outstanding Contractual remunerations;

**Extension management fee:** fee subject to payment to cover the administrative and other expenditures of the Lender to implement the Borrower's request to provide Extension period, in amount as specified by Special Terms for Loan;

**Fee for execution of documents/notifications:** fee subject to payment to cover the administrative and other expenditures of the Lender to execute documents/notifications on servicing of the delayed amount of Contractual payment(s), in amount as specified by Special Terms for Loan;

**Lender's account:** any current bank account of the Lender specified in the Special Terms for Loan;

**Borrower's account:** current bank account of the Borrower specified in the Special Terms for Loan or current bank account, from which the Borrower has ever made transfer to the Lender and/or has ever received the transfer from the Lender;

**Borrower's e-mail:** Borrower's electronic mail address as specified in the Special Terms, only used by the Borrower;

**Telephone number:** any telephone number specified by Borrower according to the Contract, only used by Borrower for the communication with Lender, including Borrower's notifications, requests, orders, etc. communicated to Lender;

**Portal:** Lender's website (currently having a domain name <https://www.ukr-pozyka.in.ua/> where the Borrower may create own Profile, used to ensure mutual communication and information exchange between the Parties under the Contract;

**Profile:** Borrower's personal site on the Portal, only used by the Borrower;

**Law:** regulatory enactments of Ukraine.

### 2. CONCLUSION OF THE CONTRACT THROUGH THE DISTANCE MEANS

2.1. The establishment of the contractual relations between the Parties through the distance means shall be ensured in the following manner:

2.1.1. in the Portal, the Borrower shall fill-in the Application by inserting the necessary Loan amount and Payment term, as well as provide (upload) other data and documents requested. Also, in case the electronic payment should be used, the link to such service provider would be opened where the Borrower should insert his/ her payment card's details. When completing the above Application:

2.1.1.1. the Borrower creates a Profile on the Portal by following the instructions given in the Portal;

2.1.1.2. the Lender's offer for Borrower based on information given in the Application is presented (hereinafter -Offer). If the Borrower within the application process has changed the information inserted in the Application (for example the amount requested), a new Offer will be presented based on newly inserted terms. Upon the Borrower's request, the Lender shall provide for the Borrower the Offer on paper or on another durable medium. The Borrower is entitled to analyze the Offer and compare it with other competitors' offers;

2.1.1.3. the Borrower by ticking the "Acceptance" button confirms his/ her acceptance provided for the Lender (i) to use Borrower's personal data for identification of the Borrower, for assessment of the Borrower's creditworthiness (solvency) and for implementation of the Contract in accordance with Privacy Policy; (ii) to use Portal in accordance with the Terms and Conditions for use of the Portal; (iii) to establish contractual relationship with Lender as prescribed in the Contract and (iv) to generate the Contract;

2.1.2. the verification code (hereinafter – Verification code) would be sent by Lender to the Borrower's Telephone number. By inserting the Verification code, the Borrower signs and accepts the Offer and confirms the conclusion of the Contract based on General Terms for Loan;

2.1.3. after submission of the Application, the Lender shall assess the creditworthiness (solvency) of the Borrower. The Loan Amount may vary, within the Range of available Loan Amount and based on assessment of Borrower's creditworthiness (solvency) in Lender's sole discretion.
2.2. To validate the Borrower's payment card's data, the Borrower authorizes Lender to ensure deduction in amount of UAH [...] from Borrower's payment card, which would be refunded by Lender to Borrower after the validation process was completed but not later than within next seven working days.
2.3. The moment when Borrower has received the Loan Amount specified in Special Terms for Loan constitutes the fact that Contract is concluded through the distance means between the Parties.
2.4. The Contract concluded through the distance means shall have same legal validity as contract signed on paper.
<b>3. SUBJECT OF THE CONTRACT AND LOAN PROVISION</b>
3.1. The Lender undertakes to provide the Loan to the Borrower, based on Borrower's Application and within the Range of available Loan Amount, and the Borrower undertakes to return to the Lender the Loan Amount and to pay the all applicable Contractual remunerations up to the last day of the Payment term.
3.2. If Borrower decided:
3.2.1. to increase the Loan Amount based, Borrower should submit respective request to the Lender and Parties should novate Loan Agreement by concluding the Credit Line Contract;
3.2.2. to extend the Payment date for Loan to the later date, Borrower should submit respective request to the Lender or ensure Extension management fee payment to Lender's account, in the payment details specifying: "Extension, Contract's number".
3.3. The Borrower by submitting the Application acknowledges and confirms that:
3.3.1. the personal data and information specified by the Borrower in Application, as well as all documents submitted are correct, complete and true and knows criminal sanctions for the offence of false declarations;
3.3.2. the Borrower has full legal capacity to act and is not under influence of alcoholic, narcotic and/or psychotropic substances;
3.3.3. the Borrower acts as individual, and does not represent the legal entity or self-employed person;
3.3.4. all pre-contractual information and substantial conditions of the Contract related to the granting and repayment of the Credit, were made available for Borrower in the Portal as Offer, General Terms for Loan and Privacy Policy, and Borrower has acknowledged and agrees with the provisions of each condition of same as well as of Contract and is fully aware of the liabilities deriving from the Contract;
3.3.5. the Loan requested by Borrower and granted by Lender will be used for personal consumption purposes and not contrary to the Law.
3.4. The Lender shall transfer the Loan Amount to the Borrower's account. The Loan is considered as provided on the date the bank transfer was made by Lender.
<b>4. CONTRACTUAL REMUNERATIONS</b>
4.1. <b>For the utilization of the Loan under the Loan Contract, the Borrower shall pay no interests.</b>
4.2. In case the Borrower did not repay Loan due to the last day of the Payment term, the Borrower shall pay Penalty for every day of delay, calculated as percentage stated in Special Terms for Loan applied to the delayed part of the Loan Amount starting from the first day after Payment term and until full repayment of the delayed part of the Loan.
4.3. The <b>Fees and costs</b> are paid exclusively at the choice and will of the Borrower for getting the additional services, which are not imposed by Lender and estimated as obligatory upon conclusion of the Contract.
4.4. Extension management fee shall be paid in case Borrower requested additional service- Extension period of the Payment date. Extension management fee shall be calculated as percentage stated in the Special Terms for Loan depending of the duration of the Extension period, applicable to the outstanding Loan amount and payable at the moment when extension request is processed. Extension management fee executed by Borrower constitutes his/ her confirmation (respective evidence) to extend the Payment date and no other formalities should be ensured.
4.5. Fee for the execution of documents/notifications shall be paid by the Borrower to the Lender for the service ensured by latter - execution of documents/notifications on servicing of the delayed amount of Contractual payment(s). Fee for execution of documents/notifications shall be paid in amount of UAH, stated by Special Terms for Loan, and payable on the first day after Payment term.
4.6. The Lender has right at Lender's own discretion and / or for marketing purposes:
4.6.1. to not calculate or stop the calculation for certain period of time of any amounts of Penalty or Fees and costs and/or reduce any or all Contractual remunerations (Penalty and/ or Fees and costs, if any);
4.6.2. to renew the validity of the Contract terminated due to the delay of any of the Contractual payment(s) in case (i) Borrower made payment of all such delayed Contractual payment(s) or (ii) Borrower requested and received the Extension period or (iii) the separate agreement was concluded between the Parties.
<b>5. CONTRACTUAL PAYMENTS AND SETTLEMENT PROCEDURE</b>
5.1. The Borrower shall make Contractual payments within the Payment term through:
5.1.1. electronic payment by communicating the card details to the Lender using Telephone number or by using the assistance of the electronic payments services provider. The Borrower expressly and irrevocably authorizes the Lender to debit the payment card:
5.1.1.1. in any amount ordered by Borrower using Telephone number;



<p>5.1.1.2. in any amount outstanding;</p> <p>5.1.2. bank transfer from Borrower's account to Lender's account. A payment by bank transfer is deemed to be made upon such being credited in the Lender's bank account;</p> <p>5.1.3. direct debit by automatic debiting from Borrower's account to Lender's account, but in case respective Contractual payments are overdue based on Lender's request addressed to Borrower's bank. The Borrower expressly and irrevocably authorizes the Lender to submit payment request for direct debit to Borrower's bank in any amount, but no more than the outstanding overdue Contractual payment(s).</p>
<p>5.2. If the Payment date has been extended, the Borrower shall pay to the Lender only the Extension management fee, while payment of other Contractual payments, is postponed (suspended) and not calculated for the Extension period. All amounts payable under the Contract in case of extension shall be paid in full amount due to the last day of the Extension period. The repayment of the Loan Amount and Penalties (if any) within the Extension period is not considered as delayed, except in case such is/ are overdue at the moment of the Extension fee payment.</p>
<p>5.3. The Borrower is entitled to repay (return) the Loan partially or wholly and to make the all other Contractual payments under the Contract any time before the Payment term in accordance with the Law (<b>early repayment</b>). The Borrower shall provide the Lender with written notification not later than 3 (three) working days prior to such early repayment (return). If Borrower failed to provide such notification, the Lender is entitled to assign received amounts to Payment date.</p>
<p>5.4. In case of overpayments from the Borrower's behalf, the amounts paid in excess shall be given to the Borrower based on the written request from the latter, if such request was submitted in next 30 (thirty) calendar days after the overpayment day. In case Borrower failed to provide request above the Lender may not execute such demand.</p>
<p>5.5. The Contractual payments are considered fulfilled upon receipt by the Lender. The Borrower's payment not complying with the provisions of the present Contract is not deemed to be received until the time of its identification.</p>
<p>5.6. Unless it was not specified otherwise in the payment order by the Borrower or established by the Law the payments received from the Borrower should be extinguished in the following sequence: the Penalty, Fee for the execution of documents/notifications (if any), then Loan amount.</p>
<p>5.7. To avoid doubts the Parties have agreed that in case of violation of the Payment term, acceleration of outstanding Contractual payments and/ or termination of the Contract, the Borrower should repay to the Lender the Loan Amount and to pay the applicable outstanding Contractual remunerations within next 30 (thirty) calendar days, except the cases defined by the Contract or by Law.</p>
<p>5.8. Borrower is personally liable with all property owned to repay to the Lender the Contractual payments under the present Contract in full amount.</p>
<p><b>6. RIGHTS AND OBLIGATIONS OF THE PARTIES. TERMINATION OF THE CONTRACT AND CONSEQUENCES</b></p>
<p>6.1. If the Borrower delays Contractual payments the Lender has right in addition to any measure it may take according to this Contract and the Law, to send a reminder(s) to the Borrower by calling, sending messages to the Telephone number, through the Profile on the Portal or in any other way. The Borrower ensures authorization for the Lender to send the same reminder(s) also to Borrower's contact persons(s), if nominated in in the Special Terms for Loan. The Borrower confirms received approval from the Borrower's contact person to use his/ her contact information for possible notifications given by Lender in relation with not completed or partially implemented payment obligations of the Borrower under the Contract.</p>
<p>6.2. <b>The Lender may withdraw from the Contract</b> by accelerating the Loan and the Borrower within next 30 (thirty) calendar days after receiving written notification on such withdrawal from the Lender shall repay (return) to the Lender in full amount all applicable Contractual payments. The Lender may accelerate the Loan with or without termination of the Contract when:</p> <p>6.2.1. the Borrower has provided to Lender false data, incorrect, incomplete, obsolete or misleading information, or forged documents, or failed to submit the documents requested by Lender;</p> <p>6.2.2. the creditworthiness checks performed by the Lender reveals a significant risk of inability of the Borrower to repay the total amount of the Loan amount;</p> <p>6.2.3. the Borrower delays Payment term for more than 10 (ten) calendar days;</p> <p>6.2.4. the Borrower breached any other significant obligation of the Contract and if such violation had not been ceased within next 5 (five) working days after the written notification was submitted by the Lender to the Borrower;</p> <p>6.2.5. a criminal case was started against the Borrower related to the Borrower's possible fraud, falsification of the documents, embezzlement or larceny or burglary of any kind of property (including monetary means) and similar criminal activities;</p> <p>6.2.6. in case of any suspicions about possible money laundering and/ or terrorism financing done by the Borrower;</p> <p>6.2.7. an application was submitted for recognizing the Borrower insolvent;</p> <p>6.2.8. such termination is prescribed by Law.</p>
<p>6.3. The Borrower hereby agrees that:</p> <p>6.3.1. the Lender shall have rights to assign claims and/ or obligations arising from this Contract to any third persons (hereinafter referred as to "Assignees"), including for debt collection purposes;</p> <p>6.3.2. Assignees shall be further entitled to assign these claims and/ or obligations to an unlimited number of other third persons; the Lender and [ ], deriving from the agreement between or any of the part thereof, with offer of the demand, are entitled to disclose the information to the third party about incomes, expenses, loan history, gender, age and other data not serving for identification of the Borrower, however they shall not disclose the name, last name, personal number, contact information and the photo of the Borrower;</p>

6.3.3. the Lender and Assignees shall be entitled to disclose information provided for the conclusion of this Contract to other third parties, including supervisory institutions and credit bureaus in accordance with this Contract and Law.
6.4. The <b>assignment</b> of the claims arising from the Contract shall not reduce the guaranties for the Borrower under the present Contract and Law without Borrower's written consent.
6.5. Failure for the Borrower to perform the obligations in accordance with this Contract <b>could have negative consequences for the Borrower</b> , as the Lender: 6.5.1. may take all measures in order to terminate the Contract and/ or initiate the enforcement against the Borrower; 6.5.2. may report to credit bureaus, which would directly influence the creditability of the Borrower in the future, including in relation with another lender (third persons); 6.5.3. may accelerate the repayment of all Contractual payments under this Contract, and the Borrower must repay all such amounts during 30 days after receiving written acceleration request from the Lender, unless the Borrower cures the respective failures within such 30-day period; 6.5.4. may request the Borrower's servicing bank with respective payment order to unilaterally and permanently withdraw the total amount of the outstanding Contractual payments from the Borrower's money fund in the Borrower's payment card. By concluding this Agreement the Borrower grants to the Lender the full legal authorization to unilaterally debit the Borrower's accounts with any banks for the amounts of any outstanding Contractual payments under Contract and any amendments hereto; 6.5.5. may send a reminder(s) to the Borrower and Borrower's contact person(s) (if any); 6.5.6. may create the Borrower's credit history regarding the Borrower's liabilities, and may disclose the information on the Borrower's creditworthiness to third persons.
6.6. The Borrower shall notify the Lender of all changes in the Borrower's information specified in the Contract, particularly regarding the personal identity document or work place within next 5 (five) working days.
6.7. The Lender may request from the Borrower at Lender's own discretion and / or in accordance with Law: 6.7.1. the Borrower's approval of the information change through telephone, by using Telephone number or on the Portal; 6.7.2. additional information related to the implementation of the Contract; 6.7.3. information related to the Borrower's creditworthiness (solvency), identification of Borrower and/ or the monetary means of the Borrower. The Lender until that time when full requested information was received from the Borrower in accordance with the present clause may avoid granting the Loan or avoid extending the Payment date without any other justification or explanation.
6.8. The communication (written notifications, reminders, proposals, suggestions, requests, approvals, rejections etc.) between the Parties in relation with the implementation of the Contract shall be done by telephone call on the Telephone number, via Borrower's email or through the Profile on the Portal. Any communication made in the above stipulated manner should be binding for the Parties, except for the communication, for performance of which under the Law and/or the Contract special procedures must be followed. The Lender shall not be liable for any miscommunication (including the not received notifications or amounts payable under the Contract) which accrued, due to the failure, by the Borrower to provide true and proper data or notify the Lender about the changes in the information provided by Borrower, or as a result from the interruption of their communication (e.g. disorders in the services providers' (third parties') activities or systems, strike of the personnel, loss of data/ documents, etc.).
6.9. The Lender may suspend or terminate the Borrower's identification and/ or communication between the Parties through telephone, by using the Telephone number, or through the Profile on the Portal in accordance with the Terms and Conditions for use of the Portal.
6.10. The Borrower agrees to receive the information: 6.10.1. subject to obligatory submission as defined by Law either by e-mail on the Borrower's e-mail or by publication in the Portal. For the avoidance of any doubt, information on changes in the Contract, notification on Loan acceleration by the Lender shall be received by the Borrower in the manner prescribed by the Law and/or Contract; 6.10.2. within the framework of the Contract by e-mail on Borrower's e-mail and/ or telephone (using Telephone number) as recorded oral notifications or text/ audio/ video messages and shall be considered as received upon the moment of entering of the electronic communication in the informational system indicated by the Borrower, except for cases listed in clause 6.12.1. hereto; 6.10.3. regarding the Lender or third parties related to the Lender, including commercial, advertisement or other informative messages, by using Borrower's e-mail and Telephone number.
<b>7. DATA PROTECTION</b>
7.1. The Borrower agrees and authorizes Lender to ensure Borrower's personal data (including visual image) processing (checking the authenticity of Borrower's personal data from various databases public and / or private, data collection (including audio and video recording), compilation and transfer to/ from third-parties, cross-border transmission and storage of data even after the full execution of the Contract) for the following purpose: 7.1.1. to implement the obligations of the Contract, including payment obligations through third persons' services; 7.1.2. to create statistics, provide obligatory reports as well as receive and submit respective information to the state and municipality institutions and/ or supervisory authorities; 7.1.3. to receive and provide information to the credit bureaus directly or through the assistance of third parties; 7.1.4. for assignment of the claims and/or obligations arising from the Contract to the third parties;

<p>7.1.5. to assess the Borrower's solvency (credit worthiness) and another significant fact influencing the conclusion or implementation of the Contract;</p> <p>7.1.6. to be provided information about the Lender or third parties related to the Lender, including commercial information and advertisements for marketing and advertising purposes, namely to receive promotional materials from the Lender, Lender's partners via traditional mail services or via electronic means (i.e. phone, SMS to Telephone number and /or e-mail to Borrower's email or through Profile in Portal).</p>	
<p>7.2. The Borrower confirms it was informed on the existence and the way of exercising his rights to access, intervene upon the data and to oppose to the processing of the personal data, and on the consequences of a refusal to answer the, mandatory or voluntary, questions through which his personal data are collected. In order to exercise the aforementioned rights, the Borrower can file a petition at the following address: info@ukrpozyka.com.ua.</p>	
<p>7.3. Even though the Lender is asking for explicit consent to processing data, the Borrower's consent is not always required under the law. The Lender may also rely on other lawful grounds of processing such as the performance of the Contract the Borrower is a party to, observance of the legal obligations incumbent upon the Lender, or where the Lender or a third-party recipient has a legitimate interest to process personal data (such as processing for creditworthiness assessment / reporting, sharing the personal data with the Lender's payment services providers, when the Lender is undergoing a restructuring process or in case of assignment of claims to third parties).</p>	
<p>7.4. The personal data will be processed for the entire duration of the contractual obligations and may be (i) for additional 5-year period after termination of the Contract for records keeping purposes (e.g. reporting obligations towards the public authorities, defending rights and interests within court, arbitral or administrative procedures) and for statistics and (ii) for additional 6 months period after termination of the Contract for marketing and advertising purposes, or in any case, until the data subject opposed to the processing.</p>	
<p>7.5. Lender guarantees the procedure and security of the Borrower's personal data processing in accordance with Law.</p>	
<p><b>8. OTHER PROVISIONS</b></p>	
<p>8.1. The Lender may propose the change of the Contract any time. In cases of any changes, the Borrower shall be informed, within 15 (fifteen) days before the date they become effective. The Borrower's confirmation of the amendments in the Contract can be given by digital signature (by inserting the Verification code) in Profile on Portal: (i) upon submission of respective Application; (ii) by applying for extension of the Payment date or (iii) by payment of the Extension management fee. All changes made in above manner shall not have retroactive validity to amounts granted before such changes become effective.</p>	
<p>8.2. If dispute between the Parties is not resolved via negotiations, it shall be resolved by the court under procedure prescribed by Law.</p>	
<p>8.3. The Borrower is informed and agrees that the Lender is entitled to transfer all obligations under the present Contract and its appendixes to Lender's associated or group companies without any additional novation agreement concluded between the Parties. In such case Lender shall notify the Borrower through Borrower's email or in Profile on Portal.</p>	
<p>8.4. If any of the terms and conditions of this Contract and its appendixes, which stipulates more restrictive obligations for the Borrower than the Law, become invalid, the respective regulations of Law shall be applicable to the present Contract and the validity of the other terms and conditions of this Contract and its appendixes shall not be affected.</p>	
<p>8.5. The pre-contractual information pursuant to the Law was placed in Portal.</p>	
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<p>"Lender"</p> <p>(signed with digital signature)</p>	<p>"Borrower"</p> <p>(signed with digital signature)</p>