

Loan agreement No. SR3274448 26/04/2018

Borrower details

Given name:
Surname:
ID code:
Bank account:
County:
City /
commune:
Address:
Phone:
E-mail:

Lender details

Lender's general information:

Name: Placet Group OÜ
Registry code: 11198910
Address: Fr. R. Kreutzwaldi 4, Tallinn, 10120
E-mail: info@smsraha.ee
Phone: (+372) 6630110
Fax: (+372) 6630119
Webpage: smsraha.ee

Lender's account numbers:

Swedbank: EE182200221039813474
BIC (SWIFT code): HABAAE2X
SEB: EE851010220107338018
BIC (SWIFT code): EEUHEE2X
Luminor: EE811700017001297834
BIC (SWIFT code): NDEAFIHH

Loan repayment and interests payment Schedule

	Payment date	Monthly installment	Interest	Principal
1	2018-05-26	130.86	23.66	107.20
2	2018-06-25	130.85	20.04	110.81
3	2018-07-25	130.85	16.29	114.56
4	2018-08-24	130.85	12.42	118.43
5	2018-09-23	130.85	8.42	122.43
6	2018-10-23	130.85	4.28	126.57

Number of installments: 6

Annual interest rate: 40.56 %

Annual percentage rate: 49.85 %

Rate of penalty: 0.11 % on the outstanding principal for each delayed day.

Amount of loan: 700.00

Total amount of payments: 785.11

Placet Group OÜ warns and notifies

According to subsection 1 of Law of Obligations Act's section 403⁵ PLACET GROUP OÜ is obliged to advise You, as consumer, prior to entry into a contract. Hereby we would like to emphasize again following circumstances relating conclusion of a loan agreement and improper performance of a loan agreement:

- Consumer credit is loan given to a private person aimed at consumption;
- Every loan is a financial obligation. We advise you to think through your financial opportunities and period on which it is possible to repay the loan prior applying for a loan. Think carefully about your decision, look at the loan conditions and, if necessary, consult with our specialist phone: (+372) 6630110 or e-mail info@smsraha.ee. Look further Financial Supervision Authority's consumer's web www.minuraha.ee;
- Delay in repaying the loan may result in additional obligations in form of penalties. Penalties are calculated on outstanding loan amount for each delayed day based on the rate of penalty and the number of days delayed. Penalty rate according to the third sentence of subsection 1 of Law of Obligations Act's section 113 is interest rate prescribed by the contract;
- Upon non-performance of repayment of the loan the claim will be assigned for recovery to collection company, which results in additional expenses for collection of the loan. Non-performance of repayment of the loan may result in difficulties to apply loans in the future from PLACET GROUP OÜ and other financial institutions;
- Upon extra judicial complaints and disputes you have the possibility to turn to Consumer Protection Board: www.tka.riik.ee, Rahukohtu 2, 10130 Tallinn, Estonia, phone 6201700, advisory phone 1330, fax 6201701, e-mail info@tarbijakaitseamet.ee;
- You have the right to request the contract and any related documents from PLACET GROUP OÜ throughout the validity of the contract free of charge (section 2.15 of General

Term and Contions);

- You have the right to withdraw from the loan agreement within 14 days (section 12 of the General Terms and Conditions);
- You have the right to repay the loan before prescribed time (section 5 of the General Terms and Conditions);
- You have the right to use additional services (payment break, change of the payment schedule) (section 6 of the General Terms and Conditions);
- You have the right to cancel the loan agreement according to the bases, terms and conditions provided by sections 5 and 11.2 of the General Terms and Conditions;
- PLACET GROUP OÜ has the right to cancel the loan agreement according to the bases, terms and conditons provided by sections 13.1 and 13.2 of the General Terms and Conditions.
- You can always aquiant yourself with valid General Terms and Conditions of the loan agreement on webpage: www.smsraha.ee ;
- For further questions, please feel free to contact our customer manager phone No. (+372) 6630110.

Paymentd order for payment of loan installments

Receiver:	Placet Group OÜ
Swedbank:	EE182200221039813474
SEB:	EE851010220107338018
Luminor:	EE811700017001297834
Explanation of payment	Invoice No. SR3274448
Reference number	

General Terms and Conditions of PLACET GROUP OÜ (consumer credit, surety loan)

1. Definitions

- 1.1. **Lender** - PLACET GROUP OÜ, registry code 11988910; address Fr. R. Kreutzwaldi 4, Tallinn, 10120.
- 1.2. **Borrower** - <Name Surname, Personal Code>
- 1.3. **Special Condition** - Special Conditions in the Contract which are related to the use of an Additional Service or a Subsidised Loan and are integral parts of the Contract.
- 1.4. **First-time Customer** - a Borrower who applies for a Loan for the first time.
- 1.5. **Schedule** - the annuity schedule prepared according to contractual terms for repaying the Loan and paying the interest. The Schedule sets out the number of the instalments, the amounts and the payment deadlines. The Schedule shall be an integral annex to the Contract.
- 1.6. **Interest** - the fee payable by the Borrower to the Lender for use of the Loan.
- 1.7. **Guarantor** - a physical person who has signed a Consumer Surety Contract with the Lender for securing performance of the Borrower's obligations arising from the Contract.
- 1.8. **Surety Loan** - a loan product for which the Loan is secured with a Consumer Surety Contract.
- 1.9. **Website** - the Lender's website on the internet at www.smsraha.ee and an environment which facilitates the administration related to the Lender's services.
- 1.10. **Annual Percentage Rate** - is the total credit cost for the Consumer, which shall be expressed as an annual percentage rate out of the credit amount in use or of the upper credit limit on the precondition that the Consumer Credit Contract (hereinafter: Contract) is valid throughout the agreed term and that the Lender and the Consumer perform their obligations on the terms and by the deadlines provided in the Contract. In calculating the Annual Percentage Rate, the Lender shall proceed from the formula approved by the Regulation of the Minister of Finance of the Republic of Estonia and shall round the result to two decimal places.
- 1.11. **Loan** - the amount the Lender shall grant to the use of the Borrower according to the Contract.
- 1.12. **Loan Decision** - the Lender's agreement to sign a Contract with the Loan Applicant on the conditions agreed upon.
- 1.13. **Loan Applicant** - a person who has submitted a Loan Application to the Lender. The Loan Applicant and the Borrower must be one and the same person.
- 1.14. **Loan Application** - statement of intent by the Borrower to sign the Contract, which shall be sent by the Loan Applicant to the Lender by means of communication or in a written format according to the Lender's requirements, and such declaration shall be an integral annex to the Contract when accepted by the Lender.
- 1.15. **Contract** - the General Terms and Conditions with any and all annexes to be added, agreed upon by the Lender and the Borrower by means of communication or in a written format.
- 1.16. **Party/Parties** - the Lender and the Borrower separately or jointly.
- 1.17. **Contract Fee** - a fee payable by the Borrower to the Lender for the analysis of the Loan Application submitted, the organisation of the funds and the formalisation of the Contract. The Contract Fee shall be payable upon payment of the Loan and shall be deducted from the Loan Amount paid out.
- 1.18. **Additional Loan** - an additional service in which the Lender offers the Borrower an opportunity to receive an additional Loan.
- 1.19. **Additional Service** - Renewal, Refinancing, Additional Loan and any other additional finance service related to use of the Loan.
- 1.20. **Renewal** - an additional service which allows the Borrower to use the Loan over an extended period of time.
- 1.21. **Regular Customer** - a Borrower who has applied for a Loan at least once and paid back all Financial Obligations to the Lender on time and in full.
- 1.22. **Financial Obligations** - Loan, interest, late interest, Service Fee, Contract Fee and any expenses related to collection of a debt.
- 1.23. **Refinancing** - an Additional Service which allows the Borrower to change the Loan repayment period or the size of the instalment.
- 1.24. **Subsidised Loan** - a Loan offered during an advertising campaign in which the Lender grants the Loan to the use of the Borrower according to the Special Conditions of the advertising campaign.
- 1.25. **Consumer Surety Contract** - a surety contract with which the physical person Guarantor shall be liable to the Lender for the full performance of all requirements arising from the Contract signed between the Lender and the Borrower if the deadline for the performance of the contractual obligations has arrived and the Borrower has failed to perform such obligations. The Consumer Surety Contract shall be an integral annex to the Contract.
- 1.26. **Service Fee** - a fee payable by the Borrower to the Lender for the procedures related to the use of the Lender's service according to the price list. The Lender's valid price list shall be published on the Website.
- 1.27. **General Terms and Conditions** - these and any future General Terms and Conditions.

2. Submission of Loan Application and entry into the Contract. Declarations by Loan Applicant

- 2.1. To receive a Loan, the Loan Applicant shall submit a Loan Application to the Lender. The Loan Application shall be submitted by means of communication or in a written format according to the Lender's requirements.
- 2.2. To submit a Loan Application through the Website, the Loan Applicant shall register on the Lender's Website. Upon registering on the Website, the Loan Applicant shall be given a username and shall select and confirm a password to submit any Loan Applications in the future.
- 2.3. To receive a Loan through the Website, the Loan Applicant shall submit a Loan Application according to the instructions on the Website using his/her username and password. In the Loan Application, all mandatory fields must be filled in. The Loan Applicant shall also fill in a questionnaire for the assessment of the solvency of the Loan Applicant and/or the Guarantor and for identification of any circumstances

related to issue of the Loan according to the Lender's requirements. Only a Loan Applicant who has registered on the Website and filled in the questionnaire shall be entitled to receive a Loan. The Loan Applicant shall be liable for the correctness of the details submitted and, should any details change, shall change the data on the Website as well. The Lender shall have the right to not accept any Loan Applications filled in incorrectly and shall not have to notify the Loan Applicant thereof.

2.4. Potential deadlines, amounts and expenses of loan products shall be available on the Website of the Lender. Receipt of a Loan Application shall not oblige the Lender to enter into a Contract and/or issue a Loan. The Lender shall not have to substantiate refusal to grant a Loan to the Loan Applicant.

2.5. Before submission of a Loan Application, the Loan Applicant shall peruse the advisory information on the Website, the Standard European Consumer Credit Information Sheet, conditions of the Loan and the General Terms and Conditions and confirm comprehension and acceptance thereof by ticking the respective box. With the submission of the Loan Application, the Loan Applicant also confirms that all details sent by him/her to the Lender are correct and valid.

2.6. To submit a Loan Application in written form, the Loan Applicant shall fill in the Loan Application according to the instructions given by a representative of the Lender. The Contract shall be entered into and/or amended in written form through the representative of the Lender.

2.7. By accepting the General Terms and Conditions, the Loan Applicant shall grant the Lender the right to verify the truthfulness of the details provided in the Loan Application and the current payment behaviour of the Loan Applicant and/or the Guarantor. The Lender shall have the right to contact the Loan Applicant and/or the Guarantor on the telephones and addresses provided in the Loan Application and specify the customer's details and loan request.

2.8. The Lender shall analyse the Loan Application and the solvency of the Loan Applicant and the Guarantor. To analyse the Loan Application and the solvency of the Loan Applicant and the Guarantor and to identify any circumstances related to the issue of the Loan, the Lender shall have the right to request that the Loan Applicant and/or the Guarantor provide details and documents proving their income and financial situation. In the course of the analysis of the Loan Application and the solvency of the Loan Applicant and the Guarantor, the documents and applications submitted by the Loan Applicant and/or the Guarantor shall be assessed, as well as the background check of the Loan Applicant and the Guarantor run by the Lender and the income and solvency of the Loan Applicant and the Guarantor. Based on the analysis of the Loan Application and the solvency of the Loan Applicant and the Guarantor, an optimum loan product shall be found for the Loan Applicant. In case of a need to change a selected Loan condition in the Loan Application, the Loan Applicant shall be contacted in person by phone and offered a Loan condition that suits him/her.

2.9. If the Loan Application is refused due to information obtained from databases, the Lender shall immediately and free of charge notify the Loan Applicant of the results of the query made in this database and the details of the database used.

2.10. In case of a positive Loan Decision, the Lender shall send a respective text message to the Loan Applicant on the mobile phone number indicated in the Loan Applicant's Loan Application and an e-mail to the e-mail address indicated in the Loan Application.

2.11. Pursuant to the Money Laundering and Terrorist Financing Prevention Act, all first-time Loan Applicants shall make a single visit to the Lender's office with a personal identification document (passport, ID-card or driver's licence issued in Estonia) to have themselves identified before the Loan is issued. The Loan Applicant can also be identified at the site of the cooperation partners of the Lender according to the instructions provided on the Website or by the representative of the Lender. In the event of a first-time positive Loan Decision, the Lender shall contact the first-time Loan Applicant and shall refer the Loan Applicant to a convenient place to have them identified.

2.12. The Contract shall be deemed to have been concluded if the Lender makes a positive Loan Decision based on the Loan Application and the Loan Applicant and the Guarantor have been duly identified. Surety Loan Contract shall be deemed to have been concluded after signature of the appropriate Consumer Surety Contract(s).

2.13. The Loan repayments by the Borrower to the Lender and the payment deadlines shall be provided in the Schedule which is an integral annex to the Contract. By submitting a Loan Application, the Loan Applicant declares to have reviewed the Schedule and understood it and agrees to the payment amounts and deadlines provided. When an Additional Service is used, the Lender shall prepare a new Schedule based on the details provided in the application for the Additional Service. After signature of the Contract or upon allowing an Additional Service for the Borrower, the Lender shall send the Schedule to the Borrower, observing the provisions in clauses 2.14. and 2.15.

2.14. The Lender assures that upon signature of the Contract, the General Terms and Conditions, the Schedule, the Standard European Consumer Credit Information Sheet and other annexes to the Contract shall be sent to the Borrower in a format allowing the Borrower to save them and reproduce them in writing.

2.15. The Borrower shall have the right to request the Contract and any related documents from the Lender throughout the validity of the Contract free of charge. The Lender shall send the General Terms and Conditions, the Schedule and a printout of the Standard European Consumer Credit Information Sheet to the Borrower to the e-mail address provided in the Loan Application. The Lender shall not be held liable for the failure by the Borrower to receive a document due to changes in the Borrower's address, and a document shall be deemed to have been sent by the Lender to the correct address if it has been sent to the address provided in the Loan Application or a changed address provided later in writing.

2.16. The Lender shall not be held liable for any damages arising from any extraordinary disturbances in the Lender's activities, which the Lender is not able to control and/or eliminate on its own. The Lender shall not be held liable for any potential damages caused to the Borrower if such damages are caused by disturbances or failures in the operation of the communication channel, delays in sending any text, loss of a text message, etc.

3. Issue of Loan

3.1. The Lender shall issue a Loan to the Borrower in euros by transferring the Loan to the Borrower's account or issuing the Loan in cash after entry into the Contract. Any expenses arising from issuing cash (see service price list of Placet Group OÜ) shall be borne by the Borrower. Any expenses arising from a cash service shall also be borne by the Borrower even if he/she abandons the cash Loan after the Loan Application has been accepted and he/she has been sent a notification about the acceptance.

3.2. The Loan shall be issued based on the Contract signed by the Parties.

3.3. The Lender shall have the right to cancel the Contract and/or to not issue the Loan to the Loan Applicant even if after entry into the Contract, but before the issue of the Loan it appears that:

3.3.1. The Borrower has provided the Lender with false information on himself/herself, his/her solvency, the Guarantor or any other material circumstances; or

3.3.2. The financial situation of the Borrower and/or the Guarantor has deteriorated to the extent that repayment and/or securing of the Loan is at risk, also, if the Borrower and/or the Guarantor have become insolvent before entry into the Contract, but the Lender only learned about it after entry into the Contract; or

3.3.3. According to the registrar of the payment disturbances register, the Borrower and/or the Guarantor have any outstanding obligations or improperly performed obligations towards third persons.

4. Repayment of Loan

4.1. The Borrower shall repay the Loan according to the amounts and payment deadlines provided in the Schedule.

4.2. The Loan shall be deemed to have been repaid on time and as required if a Loan Payment provided in the Schedule has been received on the Lender's account as provided in the Schedule on the date established in the Schedule. If the date of repayment of the Loan falls on a day off, a public holiday or a national holiday, the first banking day following that day shall be deemed to be the payment day.

4.3. The Lender shall have the right to send a Loan repayment reminder to the Borrower to the postal or e-mail address provided in the Loan Application and/or by text message to the mobile phone number provided by the Borrower in the Loan Application. Failure to receive the reminder shall not exempt the Borrower from the timely performance of his/her contractual obligations. Also, the Lender shall not be liable for the failure by the Borrower to receive the reminder due to changes in the address.

5. Premature repayment of Loan

5.1. The Borrower shall have the right to partially or fully repay the Loan before the deadline prescribed in the Schedule on the following conditions:

5.1.1. The Borrower shall notify the Lender in writing (e.g. by e-mail) of his/her intent to repay the Loan before the prescribed time and of the date of the repayment of the Loan. In the written notification, the Borrower shall use the Lender's requisite information and shall clearly and comprehensibly express his/her intent and indicate the amount he/she wishes to pay prematurely as well as the date of the premature payment. If such statement of intent has not been submitted to the Lender, the amounts paid by the Borrower before the prescribed time shall be deemed to be an advance payment which shall be used for performing any contractual obligations if these become collectable.

5.1.2. In case of the partial premature performance of the Contract, the Borrower shall sign an agreement with the Lender for confirming a new Schedule for partial performance of the Contract. If the Borrower fails to perform this obligation, the Lender shall have the right to unilaterally prepare a new Schedule based on the Contract term and the interest payable on the unrepaid Loan as agreed upon in the Contract. The Lender shall send the unilaterally prepared Schedule to the Borrower by e-mail or post and the Borrower shall observe this Schedule.

5.1.3. In case of the intent to repay the Loan before the prescribed time, the Borrower shall also have the right to cancel the Contract by notifying the Lender thereof in writing together with the notification of early repayment of the Loan;

5.1.4. The Borrower shall repay the Loan and pay interest on the time of use of the Loan at the latest on the date of repayment of the Loan as indicated in the Borrower's written notification.

5.2. If the Borrower fails to repay the Loan and pay the interest by the date provided in the premature repayment notification, the Borrower shall be deemed to not have submitted an application for premature repayment of the Loan and cancellation of the Contract and the Contract shall continue on the same terms.

5.3. In case of a premature repayment of the Loan, the Borrower shall not pay interest or any other expenses to the Lender for the time in which the Loan was not used. The Lender shall have the right to demand reasonable compensation from the Borrower for any damages directly related to the premature repayment of the Loan. The amount of such compensation shall be 1% of the amount of the Loan prematurely repaid if the period between the premature repayment of the Loan and the last repayment date of the Loan as agreed in the Contract is longer than 1 year, and 0.5% of the amount of the Loan prematurely repaid if the period shall not exceed 1 year.

5.4. The Parties shall agree that the Lender shall have the right to deem the compensation stipulated in clause 5.3. as partially or fully paid on account of the amount paid by the Borrower in the premature performance of contractual obligations. Upon receipt of the statement of intent stipulated in clause 5.1.1., the Lender shall notify the Borrower of which part of the amount payable by the Borrower prematurely shall be deemed as the compensation, which part as the interest calculated up to the premature performance and which part is used for covering the expenses and repayment of the Loan.

5.5. The premature repayment of the Loan shall not exempt the Borrower from the performance of any obligations arising from breach of Contract which arose before the premature repayment of the Loan.

6. Additional Services

6.1. The Borrower shall have the right to request an Additional Service (Renewal, Additional Loan, Refinancing, etc.) by submitting an application to the Lender via the Website, observing the instructions and requirements for the Additional Service as stipulated on the Website and accepting the special conditions concerning the Additional Service. To use an Additional Service, the Borrower must be logged on to the Website.

6.2. Upon proceeding the application for an Additional Service and signing a respective annex to the Contract if the application is satisfied, the principles in clause 2 shall be followed.

6.3. The use of an Additional Service may result in changes in the basic conditions of the Loan (e.g. interest, annual percentage rate, net or gross amount of Loan).

7. Calculation and payment of interest

7.1. In calculating interest, the Lender shall proceed from a 30-day month and a 360-day year. The Lender shall calculate interest starting on the day the Loan is transferred on the Borrower's account. The amount of interest (interest rate) shall be expressed as a percentage.

7.2. The Borrower shall pay the interest according to the amounts and payment deadlines provided in the Schedule.

8. The interest shall be deemed to have been paid on time and as required if the interest payment provided in the Schedule has been received on the Lender's account on the date established in the Schedule. If the date of payment of the interest falls on a day off, a public holiday or a national holiday, the first banking day following that day shall be deemed to be the payment date. The Lender shall not issue invoices to the Borrower for paying interest. Sanctions

8.1. If the Borrower fails to perform his/her Financial Obligations (except the obligation to pay interest) by the deadline provided in the Contract, the Borrower shall pay the Lender late interest on the outstanding payments for each delayed day. The rate of late interest shall be the interest rate agreed upon in the Contract.

8.2. Late interest shall be collected starting on the calendar day following the payment date when the Loan Amount becomes collectable and shall end on the day of receipt of the outstanding amount on the Lender's account.

8.3. In addition to the obligation to pay late interest, the Borrower shall compensate the Lender for any expenses related to collection of the debt as stipulated in § 1132 of the Law of Obligations Act.

9. Procedure for payments

9.1. Upon paying any Financial Obligations, the Borrower shall indicate the following in the payment details: "Borrower's name, personal identification code and Contract number". In case of any contraventions in the details indicated in the payment details, the Lender shall have the right to first proceed from the Contract number.

9.2. The Borrower shall notify the Lender in advance if a third person performs the Financial Obligations instead of the Borrower.

9.3. If the Lender receives a payment that cannot be identified, such payment shall not be deemed to be made until identified and the Borrower shall pay late interest for the respective period.

9.4. If the Borrower is obliged to pay the Lender various amounts arising from the Contract at the same time, the payments shall cover the obligations as follows:

9.4.1. first, the expenses made to collect the debt;

9.4.2. second, the Loan unpaid by the due date;

9.4.3. third, any unpaid interests (incl. late interest) according to the time sequence starting from the earliest debts;

9.4.4. fourth, any other possible obligations.

10. Other obligations of Borrower

10.1. Until the full performance of the Borrower's payment obligations arising from the Contract, the Borrower and/or the Guarantor shall allow the Lender to verify the financial situation of the Borrower and/or the Guarantor in order to assess the truthfulness of the details submitted by the Borrower and/or the Guarantor, his/her solvency and the likelihood of the performance of contractual obligations.

10.2. The Borrower and the Guarantor shall notify the Lender in 5 banking days at the latest:

10.2.1. of every situation that deteriorates or might deteriorate the solvency of the Borrower and/or the Guarantor;

10.2.2. of any existing or potential difficulties in performing contractual obligations;

10.2.3. of every circumstance that deteriorates or might deteriorate the financial situation of the Borrower and/or the Guarantor in the future;

10.2.4. of every arbitration, court, bankruptcy and/or execution proceeding initiated by the Borrower and/or the Guarantor or directed against him/her if this might deteriorate the financial situation of the Borrower and/or the Guarantor;

10.2.5. if the Borrower and/or the Guarantor has assumed an additional loan and/or any other financial obligation towards a third person. A loan obligation is an obligation arising as a result of lending or security transactions (incl. surety).

11. Amendment of Contract

11.1. The Lender shall have the right to unilaterally amend the General Terms and Conditions according to changes in legislation, court practice, precepts by an administrative body, also, upon the appearance of any other material circumstances related to service provision. The Lender shall publish the new amended Terms and Conditions on its Website a minimum of 30 days before application thereof.

11.2. If the Borrower does not accept the new Terms and Conditions, the Borrower shall have the right to immediately cancel the Contract by notifying the Lender thereof in writing.

12. Withdrawal from Contract by Borrower

12.1. The Borrower shall have the right to withdrawal from the Contract in 14 calendar days after issue of the Loan.

12.2. If the Borrower wishes to withdraw from the Contract, he/she shall submit a written application for withdrawal to the Lender in 14 calendar days after issue of the Loan. The application for withdrawal shall be provided with the name and personal identification number of the Borrower, the Loan Contract number, the application for withdrawal from the Contract and premature repayment of the Loan, the date of the application and the Borrower's signature.

12.3. If the Borrower uses his/her right to withdraw from the Contract, he/she shall repay the Loan to the Lender immediately, but in 30 calendar days after submission of the application for withdrawal at the latest. Otherwise, the Borrower shall be deemed to not have withdrawn from the Contract.

12.4. If the Borrower withdraws from the Contract, he/she shall immediately compensate to the Lender the price of the financial service actually provided by paying the Lender the Contract Fee and the agreed interest for each calendar day when the Loan was at the disposal of the Borrower.

13. Cancellation of Contract

13.1. The Lender shall have the right to unilaterally cancel the Contract and request the immediate return or payment of the Financial Obligations by notifying the Borrower thereof in writing if:

- 13.1.1. It appears that the Borrower and/or the Guarantor has submitted false data to the Lender in order to receive a Loan;
- 13.1.2. The Borrower and/or the Guarantor has not performed the obligation stipulated in clause 10.1. or 10.2.;
- 13.1.3. The financial situation of the Borrower and/or the Guarantor deteriorates, incl. if execution or bankruptcy proceedings have been initiated against the Borrower and/or the Guarantor;
- 13.1.4. The Borrower has fully or partially delayed with at least 3 consecutive Loan and interest payments as indicated in the Schedule and the Lender has granted the Borrower an additional deadline of at least 2 weeks to make the delayed payments and made a statement that the Lender shall cancel the Contract if the payments are not made during this period and demand payment of the entire debt arising from the Contract;
- 13.1.5. The Borrower does not perform any other material obligations arising from the Contract.

13.2. In cases covered by clause 13.1. of the Contract, the Borrower shall make all payments in 7 banking days after receipt of a respective notification from the Lender.

13.3. The Borrower shall have the right to cancel the Contract on the grounds and terms and according to the procedure provided for in clauses 5. and 11.2.

14. Personal data processing and confidentiality

14.1. By submitting the Loan Application, the Loan Applicant, the Borrower and the Guarantor shall give the Lender their full and unconditional consent to have their personal data processed and transferred to third persons in the cases and according to the procedure provided for in the General Terms and Conditions, the document "Principles for processing customers' personal data at Placet Group OÜ" and legislation. Any information related to the Contract shall generally be confidential.

14.2. Personal data and any information related to the Contract can be disclosed by a Party without the consent of the other Party to the courts, bailiffs, trustees in bankruptcy or supervisory agencies of the Republic of Estonia or to any officials exercising supervision or to other persons related to the Contract, and to auditors, notaries or persons providing legal assistance.

14.3. The Lender shall have the right to disclose the personal data of the Loan Applicant, the Borrower and the Guarantor and any information related to the Contract without the consent of the Loan Applicant, the Borrower or the Guarantor also to its creditor and any other persons if the Borrower breaches his/her contractual obligations.

15. Assignment and pledging of claim

15.1. The Borrower declares that he/she is aware of the Lender's legal right to assign or pledge a claim arising from the Contract and directed against the Borrower (hereinafter: Pledged Object) to its creditor. The Lender has pledged the contractual claim to its creditor and the Borrower declares to be aware of such pledging. In the cases stipulated by law and the pledge contract signed with the Lender, the Lender's creditor shall have the right to sell the Pledged Object or demand that the contract signed with the Borrower be performed for the benefit of the creditor.

16. Final provisions

16.1. The Contract shall take effect upon signature and shall be valid until the Borrower fully pays his/her Financial Obligations arising from the Contract, incl. the late interest calculated and any outstanding fees, to the Lender.

16.2. The Parties shall not disclose any information about contractual terms to third persons without the written consent of the other Party. Contractual terms may be disclosed without the consent of the other Party if the other Party breaches the Contract and the disclosure of the contractual terms is required to enforce the performance of the Contract and/or to satisfy the claims of the Lender, also if the disclosure of the terms is provided in effective legislation.

16.3. All notifications between the Parties in relation to the Contract shall be sent in the Estonian language to the postal address provided in the Loan Application, to the e-mail address or any other address notified by a Party to the other Party in writing. Unless otherwise specified in the Contract, a change in the postal address or e-mail address shall be notified to the other Party in writing in 3 calendar days after change of such address.

16.4. A notification shall be deemed to be delivered:

- 16.4.1. upon delivery against signature;
- 16.4.2. if the notification has been sent by ordinary post and 5 calendar days have passed since posting;
- 16.4.3. if the notification has been sent by e-mail and 1 calendar day has passed since posting;

16.5. All disputes arising from the Contract shall first be attempted to be settled by way of agreement between the Parties. The rights and obligations arising from the Contract are primarily regulated, in addition to the General Terms and Conditions that are an integral part of the Contract, by the provisions concerning contracts signed by means of communication as stipulated in the Law of Obligations Act and the provisions concerning loan and consumer credit contracts.

16.6. If the Parties fail to reach agreement, the Borrower and/or the Guarantor shall have the right to turn to the Consumer Disputes Committee operating at the Consumer Protection Board, or to the court.

16.7. A court dispute between the Parties shall be settled according to legislation. If after entry into the Contract, the Borrower and/or the Guarantor establishes his/her residence in a foreign country and the place of residence of the Borrower and/or the Guarantor is unknown during filing of the action, the disputes shall be settled at Harju County Court as agreed hereby.

16.8. The Contract shall be governed by Estonian laws.

16.9. By entry into the Contract, the Borrower declares to have read the Contract and obtained detailed knowledge about the Contract and the rights and obligations arising from the Contract, has fully understood the Contract and agrees to the terms thereof.