

## Loan Agreement

no. [...]

concluded on [...] between:

**PrimaStar Spółka z ograniczoną odpowiedzialnością** with the seat in Warszawa at ul. Domaniewska 47/10, 02-672 Warszawa, entered in the Business Register of the National Court Register kept by the District Court for the capital city of Warszawa in Warszawa, XIII Department for Commercial Matters of the National Court Register, with the KRS number 0000655110, NIP 7010645328, REGON 366157583, with the share capital of 200,000 PLN, called hereafter the “**Lender**”, loan intermediation services for which are provided by:

**Fincapital Spółka z ograniczoną odpowiedzialnością** with the seat in Warszawa at ul. Postępu 18B, 02-676 Warszawa, entered in the Business Register of the National Court Register kept by the District Court for the capital city of Warszawa in Warszawa, XIII Department for Commercial Matters of the National Court Register, with the KRS number 0000653383, NIP 7010642695, REGON 366100525, with the share capital of 5,000 PLN, called hereafter the “**Intermediary**”, and

Ms/Mr	
Name:	Surname:
Series and number of the identity card:	PESEL registration number:
Address of residence	
Street:	Building no. and unit no.:
Place:	Postal code:
Phone:	Email:
Number of the bank account of the Borrower:	

called hereafter the “**Borrower**”, collectively called: the “**Parties**”, and each one separately the “**Party**”.

## § 1. DEFINITIONS

- 1.1 Joint Controllers of Personal Data: shall mean the Lender and the Intermediary, who jointly agree on the objectives and methods of the processing of personal data of the Borrower;
- 1.2 Business Information Agencies: shall mean Biuro Informacji Gospodarczej InfoMonitor S.A., Krajowy Rejestr Długów Biuro Informacji Gospodarczej S.A., ERIF Biuro Informacji Gospodarczej S.A., Krajowe Biuro Informacji Gospodarczej S.A., operating on the basis of the act of 9 April 2010 on providing business information and sharing business data;
- 1.3 Credit Information Agency: shall mean Biuro Informacji Kredytowej Spółka Akcyjna, operating on the basis of the banking law act of 29 August 1997;
- 1.4 Total Cost of the Total Loan Limit: shall mean all costs along with interest, other fees and commissions, which the Borrower is obliged to pay in connection with the Loan Agreement, charged on the Total Loan Amount Limit when it is used. The Total Cost of the Total Loan Limit is set out in Annex 1 to this Loan Agreement;
- 1.5 Total Cost of the Total Loan Available: shall mean all costs along with interest, other fees and commissions, which the Borrower is obliged to pay in connection with the Loan Agreement, charged on the Loan Available Amount when it is used. The Total Cost of the Loan Available is set out in Annex 3 to this Loan Agreement;
- 1.6 Total Cost of the Loan Provided: shall mean all costs along with interest, other fees and commissions, which the Borrower is obliged to pay in connection with the Loan Agreement, charged on the Loan Amount Provided. The Total Cost of the Loan Provided is set out in Annex 2 to this Loan Agreement;
- 1.7 Total Amount Due: the sum of the Total Cost of the Loan Provided and of the Loan Amount Provided;
- 1.8 Information Form: the form with the information about the Loan selected by the Borrower, the model of which is available on the Website and in the Client Profile, and which is also sent to the Borrower on a physical medium after submitting the Loan Application and after the conclusion of the Loan Agreement;
- 1.9 Total Loan Amount Limit: the maximum loan amount granted resulting from creditworthiness assessment, which the Borrower may withdraw under and on the terms of the Loan Agreement. The Total Loan Amount Limit is set out in Annex 1 to this Loan Agreement;
- 1.10 Loan Amount Available: the Loan amount available within the Total Loan Amount Limit, which has not been used within the Loan Amount Provided. The Lender may use the amount of the Total Loan Amount Available once or several times on the Loan Agreement Conclusion Date, without meeting further conditions, but the sum of the Loan Amount Provided and of the used Loan Amount Available may not exceed the Total Loan Amount Limit. The Loan Amount Available is set out in Annex 3 to this Loan Agreement;

- 1.11 Loan Amount Provided: the amount transferred by the Lender into the bank account of the Borrower for the concluded Loan Agreement. If the Borrower uses additional Total Loan Amount Available within the Total Loan Amount Limit, the Loan Amount Provided shall be increased appropriately. The Loan Amount Provided is set out in Annex 2 to this Loan Agreement;
- 1.12 Principal interest: interest for the duration of the loan charged by the Lender at the maximum principal interest rate set out in Article 359 § 2(1) of the Civil Code, ie twice the amount of the statutory interest per annum (statutory interest shall be the sum of the reference rate of the National Bank of Poland and 3.5 percentage points). The principal interest rates are set out in Annex 4 to this Loan Agreement;
- 1.13 Interest for late payment: interest for late payment charged by the Lender at the maximum interest for late payment set out in Article 481 § 2(1) of the Civil Code, ie twice the amount of the statutory interest for late payment per annum (statutory interest for late payment shall be the sum of the reference rate of the National Bank of Poland and 5.5 percentage points). The interest rates for late payment are set out in Annex 4 to this Loan Agreement;
- 1.14 Loan Term: the period for which the Lender grants the Loan to the Borrower up to the amount and on the terms set out in the Loan Agreement. The Loan Term is stated in Annex 1 to this Loan Agreement;
- 1.15 Registration Fee: one-time fee of 0.01 zł (1 grosz) paid by the Borrower for the registration on the Website. This fee is collected to verify the number of the Bank Account of the Borrower, where the Borrower is authorised to use the free service of automatic verification of the bank account;
- 1.16 Intermediary: Fincapital Spółka z ograniczoną odpowiedzialnością with the seat in Warszawa at ul. Postępu 18B, 02-676 Warszawa, entered in the business register of the National Court Register kept by the District Court for the capital city of Warszawa in Warszawa, XIII Department for Commercial Matters of the National Court Register, with the KRS number 0000653383, NIP 7010642695, REGON 366100525, with the share capital of 5,000 PLN, providing loan intermediation services in the scope of offering, preparing or providing loans for the Lender in the scope set out this Loan Agreement;
- 1.17 Loan: funds transferred to the Borrower by the Lender in the amount and on the conditions set out in the Loan Agreement;
- 1.18 Borrower: a natural person whom the Lender grants the Loan under the Agreement and who concludes the Agreement for a purpose not directly connected to their business or occupational activities;
- 1.19 Lender: PrimaStar Spółka z ograniczoną odpowiedzialnością with the seat in Warszawa at ul. Domaniewska 47/10, 02-672 Warszawa, entered in the business register of the National Court Register kept by the District Court for the capital city of Warszawa in Warszawa, XIII

Department for Commercial Matters of the National Court Register, with the KRS number 0000655110, NIP 7010645328, REGON 366157583, with the share capital of 200,000 PLN;

- 1.20 Client Profile: a separate online account created by the Borrower on the Website on the proper completion and submission of the first Loan Application;
- 1.21 Commission: cost related to the preparation, granting and activation of the Loan, which is the remuneration of the Lender, which the Borrower is obliged to pay in the amount stated in the Loan Agreement;
- 1.22 Bank account of the Borrower: a bank account of the Borrower into which the Lender shall transfer funds under the concluded Loan Agreement;
- 1.23 Bank account of the Lender: a bank account the Lender or a bank account of the Intermediary stated by the Lender, stated on the Website, into which the Borrower is obliged to make the repayments due under the concluded Loan Agreement;
- 1.24 Loan Agreement: shall mean this Loan Agreement, pursuant to which the Lender undertakes to transfer to the Borrower the Loan Amount Provided and the Amount or Amounts of the Total Loan Available, whose total value corresponds to the amount of the Loan within the Total Loan Amount Limit;
- 1.25 RRSO: the Actual Annual Interest Rate, or the Total Loan Cost borne by the Borrower, expressed as a percentage of the Loan on an annual basis calculated from the formula set out in the Annex to of the act of 12 May 2011 on consumer credits;
- 1.26 Reference Rate: interest rate used as a basis for establishing the interest rate of a loan, referring to the minimum interest rate for basic open market operations conducted by the National Bank of Poland, defined by the Monetary Policy Council, published in Dziennik Urzędowy Narodowego Banku Polskiego [ Official Journal of the National Bank of Poland ];
- 1.27 Website: the [www.finbo.pl](http://www.finbo.pl) website;
- 1.28 Loan Repayment Date: the last day of the Loan Term, on which, pursuant to the terms of the Agreement, a payment shall be made by the Borrower for the Total Amount Due into the Bank Account of the Lender. The Loan Repayment Date is set out in Annex 1-3 to this Loan Agreement;
- 1.29 Automatic bank account verification service: the data processing system that enables verification of the bank account of the Borrower after his prior voluntary consent. If the Borrower uses the automatic bank account verification service, the number of the bank account of the Borrower in the data processing systems of the Intermediary and of the Lender shall be assigned automatically.
- 1.30 Consumer credits act: shall mean the act of 12 May 2011 on consumer credits;
- 1.31 Act on the provision of business information and sharing business data: shall mean the act of 9 April 2010 on the provision of business information and sharing business data;

- 1.32 Consumer rights act: shall mean the act of 30 May 2014 on consumer rights;
- 1.33 Database Sets: the sets of data kept for the purpose of Creditworthiness Assessment by the institutions referred to in Article 105.4 of the Banking law act of 29 August 1997 (consolidated text: Dz.U. z 2016 r., item 1988, as amended) and business information agencies referred to in the act of 9 April 2010 on providing business information and sharing business data (consolidated text: Dz.U. z 2014 r. poz. 1015, as amended) and other data sets of the Lender.
- 1.34 Personal data: shall mean information about an identified or identifiable natural person (“data subject”);
- 1.35 GDPR [ PL: RODO ]: Regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

## **§ 2. THE SUBJECT OF THE AGREEMENT**

- 2.1 The subject of this Loan Agreement is the definition of principles for granting the Borrower, by the Lender, through the Intermediary, a cash loan in the manner and pursuant to the principles set out in this Loan Agreement.
- 2.2 Under this Loan Agreement, the Borrower will receive the Loan within the Total Loan Amount Limit, which he undertakes to return to the Lender in the amount and on the terms set out in the Loan Agreement. The Agreement defines the detailed terms and conditions for granting and transferring the Loan Amount Provided and the Loan Amount(s) Available under the Total Loan Limit.
- 2.3 The Loan Agreement contains the Terms of the Loan granted to the Borrower, both in respect of the Loan Amount Provided and the Loan Amount(s) Available.
- 2.4 The Loan Agreement is a consumer credit agreement concluded at a distance, referred to in Article 5.13 of the act on consumer credits, and means a consumer loan agreement concluded with a consumer without the simultaneous presence of both Parties, using means of distance communication referred to in Article 2.1 of the consumer rights act of 30 May 2014 (Dz. U. z 2014 r., poz. 827, as amended).
- 2.5 The service provided by the Lender or Intermediary is a service provided electronically in accordance with Article 2.4 of the act on provision of services by electronic means of 18 July 2002 (consolidated text: Dz.U. z 2013 r. poz. 1422, as amended), the performance of which takes place without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient of the service, transmitted and received by means of electronic processing devices, including digital compression and data storage, which is entirely transmitted, received or broadcast via a telecommunications network within the meaning of the telecommunications law of 16 July 2004.

- 2.6 The date of conclusion of the Loan Agreement is the date of transfer of the Loan amount to the Borrower's Bank Account.
- 2.7 The Loan Agreement is entered into by the Parties for a definite period of time until the date of full repayment of the Loan Amount Provided together with all due interest, fees and commissions under the Loan Agreement.
- 2.8 The Loan Amount Provided is granted for a fixed period of time until the Maturity Date of the Loan Amount Provided and the Total Loan Amount Provided.
- 2.9 During the term of the Loan Agreement, the Borrower shall have the right to draw the Loan Amount(s) to be provided within the Total Loan Limit granted to the Borrower, without meeting further conditions, in particular those set out in point 5.3 of the Loan Agreement, except the obligation to submit the Loan Application pursuant to the principles set out in this Loan Agreement.
- 2.10 After the conclusion of the respective Loan Agreement, the Lender shall directly or with the assistance of the Intermediary transfer the Loan into the bank account stated by the Borrower, pursuant to the contents of this Agreement.
- 2.11 If the Borrower fails to comply with his obligations regarding the terms and conditions of the Loan as set out in the Loan Agreement, the Lender shall have the right to refuse to draw the Loan Amount(s) Available until the Borrower remedies the breaches.
- 2.12 If the creditworthiness assessment of the Borrower is negative, the Borrower shall not bear any costs related to the concluded Agreement.
- 2.13 The Lender retains the right to grant the Loan without charging any Commission or interest, as well as to offer the Loan for another period, on the terms accepted by the Borrower, eg as part of promotions organised by the Lender.
- 2.14 The loan may only be granted in Polish złoty.
- 2.15 The Borrower receives the Loan for any personal objective of his choice that is not related to his business activity.
- 2.16 The Lender provides for the possibility of extending the Loan Repayment Term on terms selected and accepted by the Borrower. The Lender shall inform the Borrower about the extension of the Loan Repayment Term in an email message.

### **§ 3. LOAN GRANTING CONDITIONS**

- 3.1 The Loan may be granted to the Borrower who meets all the following conditions:
  - a) has full legal capacity;
  - b) is a consumer within the meaning of Article 5.1 of the consumer credits act, ie he concludes the Loan Agreement for a purpose not directly related to the Borrower's business or professional activity;

- c) as at the date of the Loan Application: is 20 years of age or older and not older than 75 years of age;
- d) has Polish citizenship and place of residence in the Republic of Poland;
- e) has successfully registered and has an active Client Profile on the Website;
- f) has submitted a correctly filled out Loan Application through the Client Profile;
- g) has obtained, prior to the conclusion of the Loan Agreement, a positive assessment of the Borrower's creditworthiness based on the information received by the Lender or the Intermediary from the Borrower or information in the Databases of Business Information Agencies, in the Database of Biuro Informacji Kredytowej S.A. or in the Data Set of the Lender or the Intermediary;
- h) does not have any outstanding debts to the Lender at the Loan Application time;
- i) has the capacity to repay to the Lender any liabilities incurred as a result of taking out the Loan;
- j) meets the other conditions set out in the Loan Agreement.

#### **§ 4. REGISTRATION AND CONCLUSION OF THE LOAN AGREEMENT**

- 4.1 The condition to conclude the Loan Agreement is prior creation of a Customer Profile by the Borrower on the Website and having an active Customer Profile by the Borrower. The Client Profile is created once on the Website during the first Loan Application.
- 4.2 The data provided by the Borrower during the registration process must be true. Providing untrue data, in particular misleading the Lender or the Intermediary and resulting in and adverse disposition of the Lender's property, may give rise to civil or criminal liability of the Borrower.
- 4.3 The Lender and the Intermediary shall be the Controllers of the Borrower's Personal Data provided in the registration form on the Website for purposes connected with the conclusion and performance of the Loan Agreement and, if the Loan Agreement is not concluded, expires or is terminated, for archival and statistical purposes as well as for purposes connected with preventing unauthorised use of the personal data. Providing personal data is voluntary, but is necessary to conclude and perform the Loan Agreement.
- 4.4 The Borrower has the right to access and modify the personal data provided directly in the Client Profile on the Website or by contacting the Customer Service Department at [info@finbo.pl](mailto:info@finbo.pl)
- 4.5 In the event of a change in the data provided to the Lender and Intermediary by the Borrower in the Client Profile, the Borrower is obliged to immediately provide information about his current data to the Customer Service Department at [info@finbo.pl](mailto:info@finbo.pl)
- 4.6 The Borrower, in the process of registration on the Website and while submitting the Loan Application, authorises the Lender through the Intermediary to obtain business information on the Borrower from Business Information Agencies and Biuro Informacji Kredytowej.

- 4.7 The Borrower shall have the right to request that the processing of his personal data ceases.
- 4.8 The Borrower, after providing the personal data required during the registration process, receives a text message on the mobile phone number provided by the Borrower with the verification code. It is required to correctly enter the verification code from the text message to the Client Profile on the Website.
- 4.9 In order to complete the registration process, the Borrower shall make a one-time transfer of the Registration Fee in the amount of 0.01 PLN (one grosz) from the Borrower's Bank Account to the Lender's Bank Account, or shall use the voluntary automatic bank account verification service.
- 4.10 The Borrower shall give as the title of the Registration Fee the title stated in the email sent to the Borrower's email address provided in the registration process, as well as stated in the Client Profile on the Website. If the title of the transfer of the Registration Fee is incorrect or the data of the holder of the bank account from which the payment was made is inconsistent with the data provided during the registration process, the Lender or the Intermediary shall have the right to reject or suspend the registration process.
- 4.11 If the voluntary automatic bank account verification service is used, the Borrower shall be redirected to the online banking page of the bank of their choice to complete the Identification.
- 4.12 After receiving the Registration Fee from the Borrower or after using the voluntary automatic bank account verification service, as well as after verifying the data provided by the Borrower while creating the Client Profile on the Website, the Lender or the Intermediary shall inform the Borrower about the result of the verification by sending a text message or by sending a message to the email address provided by the Borrower while creating the Client Profile.

## **§ 5. CONCLUSION OF THE LOAN AGREEMENT**

- 5.1 The Borrower shall apply for the Loan Agreement via the Client Profile on the Website, stating the expected Loan Amount and the Loan Term. The Borrower applying for the second and any subsequent Loan may apply for the Loan by phone through the Customer Service Department.
- 5.2 When analysing the Loan Application, the Lender shall in particular verify the correctness and completeness of the data included in the Loan Application on the basis of publicly available data, lists and registers and shall examine the current debt balance towards the Lender under the Loans, as well as the Borrower's debt towards entities affiliated by capital with the Lender and towards other entities on the basis of information included in debtors' databases, to which the Borrower agrees by entering into this Agreement.
- 5.3 The conclusion of the Loan Agreement depends on the positive verification of the Loan Application and the assessment of the Borrower's creditworthiness, while these actions are

not repeated in the case of the Borrower applying for further Loan Amounts to be provided within the Total Loan Limit granted to the Borrower.

- 5.4 The Lender may refuse to enter into the Loan Agreement with the Borrower on the basis of the information in the Lender's or in the Intermediary's database. In the case of a refusal to enter into the Loan Agreement due to a negative assessment of the Borrower's creditworthiness, the Lender or the Intermediary shall inform of the results of such assessment and shall state the database in which the assessment was made. The Lender or the Intermediary shall inform the Borrower of his decision to grant the Loan by phone, text message or email message or by means of a message on the Client Profile.
- 5.5 If the Lender takes a positive decision on the conclusion of the Loan Agreement, the Lender, through the Intermediary, shall immediately send the following documents to the email address stated by the Borrower:
  - a) The Loan Agreement and its annexes, including in particular the model statement on withdrawal from the Loan Agreement;
  - b) Loan Information Form.
- 5.6 After concluding the Loan Agreement, the Borrower shall send back two copies of the printed and signed documents referred to in point 5.5 to the Intermediary's address.
- 5.7 The Lender shall transfer by bank transfer the Total Loan Amount Provided to the Borrower's Bank Account after the conclusion of the Loan Agreement, not later than within 2 working days.

## **§ 6. COSTS RELATED TO GRANTING THE LOAN**

- 6.1 As a result of the conclusion of the Loan Agreement, the Borrower agrees to pay on the Loan Repayment Date, to the Lender's Bank Account, the Total Amount Due, which consists of:
  - a) the Loan Amount;
  - b) Principal interest;
  - c) Commission.
- 6.2 The Lender shall charge the principal interest for the loan term in the amount of the maximum principal interest set out in Article 359 § 2(1) of the Civil Code, ie twice the statutory interest per annum (the statutory interest is the sum of the reference rate of the National Bank of Poland and 3.5 percentage points). The amount of the principal interest is provided in Annex 4 to this Loan Agreement. In the event of a change in the maximum amount of the principal interest resulting in the Lender charging interest in excess of the changed maximum amount of the principal interest, the Lender will, on its own, reduce the interest rate to the value corresponding to the new maximum amount of the principal interest. If the maximum principal interest rate is changed so that it is increased, the Lender shall be entitled to charge

the updated maximum principal interest rate by notifying the Borrower, on a physical medium that allows it to be saved or printed.

- 6.3 The Lender shall charge the Principal interest on the Loan amount from the day of the conclusion of the Loan Agreement by the Parties to the day preceding the day on which the Loan Repayment Date falls in accordance with the Agreement. Principal interest shall be charged for each day of use of the Loan amount by the Borrower, and the basis for calculation of Principal interest shall be the current amount of the Loan outstanding.
- 6.4 In the title of the transfer of the Total Amount Due, the Borrower should enter: "Spłata pożyczki nr \_\_\_\_" [ Repayment Loan No. \_\_\_\_ ] stating the Loan Agreement number or "Spłata pożyczki nr PESEL \_\_\_\_" [ Loan repayment PESEL no. \_\_\_\_ ] stating the Borrower's PESEL number.
- 6.5 The Loan Repayment Term and the Total Amount Due are set out in the Loan Agreement.
- 6.6 If the Loan Repayment Date falls on a public holiday, the debt shall be due on the next day which is a business day.
- 6.7 The Lender may from time to time grant discounts, periodically change (reduce and/or waive) Commission and Interest, or offer promotional terms of Loans, of which the Borrower shall be informed each time. In the case of (partial or full) discounts on Commission and/or Interest, the condition for taking advantage of the promotion is the full payment of the Total Loan Amount Provided plus the Amount Provided or the Loan Amount to be Provided by the Loan Repayment Date specified in the Loan Agreement, and failure to comply with this condition shall result in cancellation of the discounts referred to above. The cancellation of the promotional loan terms referred to above shall not be an amendment to the Loan Agreement. In the event of non-payment of the full Total Loan Amount Provided plus the Provided Amount or the Loan Amount to be Provided by the Loan repayment date, the Borrower shall repay the Total Amount Due on the terms and conditions specified in Section 6.1 of the Loan Agreement.
- 6.8 Detailed terms and conditions of promotions organised by the Lender, including additional terms and conditions not listed in point 6.7 of the Loan Agreement, are set out in the promotion rules.
- 6.9 Amounts paid by the Borrower into the Lender's Bank Account will be credited consecutively:
  - a) Costs of court and enforcement proceedings, if any;
  - b) Commissions;
  - c) Late payment interest, if any;
  - d) Principal interest;
  - e) Loan Amount.

## **§ 7. EARLY LOAN REPAYMENT**

- 7.1 The Borrower shall have the right to repay the Total Amount Due in part or in full before the Loan Repayment Date.

- 7.2 In the case of the repayment of the entire Loan before the time limit set out in the agreement, the Total Cost of the Loan Provided increased by the withdrawn Total Loan Amount(s) Available shall be decreased by the costs that apply to the period by which the term of the agreement was shortened even if the consumer incurred them before this repayment.
- 7.3 In the event of repayment of part of the loan before the date set out in the Loan Agreement, paragraph 7.2. shall apply accordingly.
- 7.4 Within not more than 14 days of repaying the Loan in full before the Repayment Date, the Lender shall settle the account with the Borrower.
- 7.5 The Borrower's claims that arise as a result of partial early repayment of the Loan shall be set off against the Lender's claims for repayment of the remainder of the Loan as soon as such claims arise and without the need for any statement to that effect by the parties.
- 7.6 In the event that, after the full repayment of the Loan and the Borrower's other due obligations to the Lender, there are funds remaining to be repaid to the Borrower, the Lender shall refund such funds to the Borrower's Bank Account.

#### **§ 8. LATE LOAN REPAYMENT**

- 8.1 In the case of a delay in the repayment of the Loan, the Lender reserves the right to charge interest for the delay in the amount equal to twice the sum of the reference rate of the National Bank of Poland and 5.5 percentage points per annum (maximum late payment interest). In the case of a change in the amount of the maximum interest for late payment leading to the Lender charging interest in excess of the changed maximum interest for late payment, the Lender shall, of its own accord, lower the interest rate to the value corresponding to the new amount of the maximum interest for late payment. In the event of a change in the maximum interest for delay consisting in its increase, the Lender shall be entitled to calculate the updated amount of interest for delay, notifying the Borrower thereof, on a physical medium that allows for its saving or printing.
- 8.2 The Lender may take, on its own or with the assistance of the Intermediary, in relation to the Borrower, the following actions aimed at effective performance of the Loan Agreement in a situation of non-payment or late repayment of the Loan or the Commission, in particular consisting in:
- a) phone contact with the Borrower;
  - b) sending reminders by letter, text message and email message;
  - c) the transfer of the claim to an external entity for servicing;
  - d) pursue the repayment of the Loan through legal and enforcement proceedings.
- 8.3 In the event of a delay in repayment of the Loan, the Lender shall also have the right to pursue, directly or through another entity, the repayment of the amount due by way of court proceedings and enforcement. The Borrower may be charged with the costs of the Lender's

pursuit of repayment by way of court proceedings and enforcement in accordance with the rules set forth in the relevant legislation: the act of 17 November 1964 on the Code of Civil Procedure, the act of 28 July 2005 on court costs in civil cases, the act of 28 February 2018 on bailiff costs, the regulation of the Minister of Justice of 22 October 2015 on fees for activities of legal advisers and the regulation of the Minister of Justice of 22 October 2015 on fees for activities of attorneys.

- 8.4 In the case of joint fulfilment of the conditions set out in Article 14.1 points 1 to 4 of the act of 9 April 2010 on providing business information and sharing business data, the Lender shall be entitled to provide information about the Borrower's liabilities to Business Information Agencies, which may affect the Borrower's creditworthiness. Provision of the Borrower's data to Business Information Agencies is affected on the basis of a written agreement on providing business information, concluded by the Lender with a Business Information Agency and on the basis of the provisions of Chapter 3 of the act of 9 April 2010 on providing business information and exchanging business data.
- 8.5 The Lender is entitled to provide information on the Borrower's liabilities to Biuro Informacji Kredytowej. The provision of the Borrower's data to Biuro Informacji Kredytowej is made on the basis of the Borrower's consent given in the Loan Application.

## **§ 9. WITHDRAWAL FROM THE AGREEMENT**

- 9.1 The Borrower shall have the right to withdraw from the Agreement without giving any reason within 14 days from the date of conclusion of the Agreement.
- 9.2 The time limit for withdrawal from the Agreement shall be observed if the Borrower makes a statement on withdrawal from the Agreement before the expiry of 14 days from the date of its conclusion. In order to observe the time limit referred to in the preceding sentence, sending a statement by regular mail or email before its expiry shall be sufficient.
- 9.3 The Borrower exercises the right of withdrawal by sending to the Lender's address or the Lender's email address a written statement of withdrawal. The model withdrawal statement is attached as Annex 5 to the Loan Agreement.
- 9.4 The consumer shall not incur the costs related to the withdrawal from the consumer credit agreement, except for the interest from the date of disbursement of the Loan until the date of repayment of the Loan.
- 9.5 The Borrower shall immediately repay to the Lender the amount of the loan together with the principal interest referred to in point 1.12, not later than within 30 days of the date of the withdrawal declaration. If the Borrower fails to repay the funds within 30 days from the date of withdrawal, the late interest referred to in point 1.13 shall accrue from the day following the expiry of the 30-day repayment period. The day of repayment of the loan shall be the day of transfer of the money to the Lender by the Borrower. The amount of contractual principal

interest per day due from the date of disbursement of the loan until the 30th day from the date of the declaration of withdrawal from the agreement is 0.0479%, and thereafter the amount of maximum interest for delay on a daily basis is 0.0589%.

- 9.6 In the event of withdrawal, the Lender shall not be entitled to any other charges, except for non-refundable costs incurred by the Lender to public authorities.

## **§ 10. TERMINATION OF THE AGREEMENT**

- 10.1 The Borrower has the right to terminate the Loan Agreement with one month's notice in writing or by sending an email to the Lender's email address. Termination of the Loan Agreement shall not affect the Borrower's obligation to perform its repayment obligations under the Loan Agreement.
- 10.2 The Lender has the right to terminate the Loan Agreement with two months' notice in writing or by sending an email to the Borrower's email address. Termination of the Loan Agreement shall not affect the Borrower's obligation to perform its repayment obligations under the Agreement.
- 10.3 The Lender may terminate the Loan Agreement with immediate effect in writing or by sending an email to the Borrower's email address in the event of:
- a) the Borrower's failure to comply with his obligations regarding the terms and conditions of the Loan as set out in the Loan Agreement;
  - b) a negative assessment of the Borrower's creditworthiness.
- 10.4 Termination of the Agreement by the Lender for reasons set out in paragraph 10.3 above shall not affect the obligations regarding repayment of the Loan set out in the Agreement.
- 10.5 The Borrower's failure to perform his obligations under this Agreement may also involve the Borrower incurring court costs and enforcement proceedings in accordance with the act of 17 November 1964 on the Code of Civil Procedure, the act of 28 July 2005 on court costs in civil cases, the act of 28 February 2018 on bailiff costs, the regulation of the Minister of Justice of 22 October 2015 on fees for activities of legal advisers and the regulation of the Minister of Justice of 22 October 2015 on fees for activities of attorneys.

## **§ 11. COMPLAINTS AND OUT-OF-COURT DISPUTE RESOLUTION**

- 11.1. The Borrower shall have the right to make complaints on matters relating to the Loan Agreement.
- 11.2. A complaint can be made:
- a) in writing: in person, at the seat, or by post to the Lender's seat address as stated in the Loan Agreement;

- b) orally: by phone at the number stated on the Website or in person for a record during a visit to the Lender's seat;
- c) electronically: by sending an email message to [info@finbo.pl](mailto:info@finbo.pl)

11.3 The Lender shall consider the complaint immediately, but not later than within 30 days of its receipt. In the event that due to the complexity of the case it is not possible to consider the complaint within 30 days, the Lender shall inform the Borrower thereof, stating:

- a) the reasons why it is not possible to comply with the 30-day time limit for handling the complaint;
- b) circumstances to be clarified;
- c) the time limit for responding to the complaint, which may not be longer than 60 days from the date of receipt of the complaint.

11.4 The Lender shall consider and respond in hard copy by post (to the Borrower's address / the address stated in the complaint), and if the Borrower requests a response in electronic form (physical medium: PDF file) to the email address stated by the Borrower.

11.5 The Lender may use out-of-court settlement of consumer disputes. The Financial Ombudsman is the entity authorized to resolve disputes arising from the Agreement between the Borrower and the Lender. Contact to the Financial Ombudsman and detailed information on the proceedings are available at [www.rf.gov.pl](http://www.rf.gov.pl)

11.6 In order to resolve a dispute between the Lender and the Borrower, it is also possible to use the ODR online platform, available at:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>

The ODR platform shall facilitate the independent, impartial, transparent, effective, quick and fair out-of-court resolution of disputes between consumers and entrepreneurs.

## § 12. INFORMATION OBLIGATION

12.1 In accordance with Article 4.7 read with Article 26 RODO, the Joint Controllers of the Borrower's Personal Data are:

- a) Fincapital Spółka z ograniczoną odpowiedzialnością with the seat in Warszawa at ul. Postępu 18B, 02-676 Warszawa, [info@finbo.pl](mailto:info@finbo.pl) – intermediary in the intermediation and servicing of the loans granted;
- b) PrimaStar Spółka z ograniczoną odpowiedzialnością with the seat in Warszawa at ul. Domaniewska 47/10, 02-672 Warszawa, [info@primastar.pl](mailto:info@primastar.pl) – the Lender.

12.2 Contact with the Data Protection Officer is possible via email address: [iod@finbo.pl](mailto:iod@finbo.pl)

12.3 The Borrower's personal data will be processed:

- a) to take steps, at the Borrower's request, to conclude the Loan Agreement, including conducting a creditworthiness check and credit risk analysis (legal basis: Article 6.1b RODO);
- b) to carry out the concluded Loan Agreement (legal basis: Article 6.1b RODO);
- c) to fulfil the legal obligations of the Joint Controllers of Personal Data in connection with the conduct of lending activities (legal basis: Article 6.1c RODO);
- d) for marketing and promotion of products and services offered by the Joint Controllers of Personal Data (legal basis: Article 6.1a and f RODO);
- e) for enforcement of claims and receivables, including through the publication of offers for the sale of receivables on websites acting as public announcement platforms (legal basis: Article 6.1f RODO);
- f) for internal administrative purposes: keeping statistics, reporting, Borrower satisfaction survey (legal basis: Article 6.1f RODO).

12.4 The recipients of the Borrower's personal data in connection with the fulfilment of the purposes stated in point 12.3 may be:

- a) persons authorised by the Joint Controllers of Personal Data: employees and associates;
- b) entities to which the Joint Controllers of Personal Data have outsourced the processing of personal data (processors) on the basis of contracts concluded;
- c) entities to whom the Joint Controllers of Personal Data are obliged to make data available on the basis of legal provisions;
- d) related parties as defined in Commission Regulation (EC) No 1126/2008 of 3 November 2008 adopting certain international accounting standards in accordance with Regulation (EC) No 1606/2002 of the European Parliament and of the Council (Official Journal of the European Union L 320 of 29.11.2008, page 1, as amended)
- e) Data recipients such as couriers, banks, law firms and capital group companies.

12.5 The processing of the Borrower's personal data mainly takes place within the European Union/European Economic Area (EU/EEA). However, during processing, the Borrower's personal data may be transferred to a recipient outside the EU/EEA. In this case, the Joint Controllers shall ensure that all requirements of RODO and other applicable laws regarding the transfer of personal data outside the EU/EEA are met. When transferring data to a third country, the Joint Controllers shall verify that the European Commission has adopted a decision on the adequate level of protection of personal data in the country where the recipient is located. In the absence of such a decision, the Joint Controllers will provide adequate safeguards for the transfer of personal data as referred to in Article 46 RODO. In other cases, transfers of personal data outside the EU/EEA may take place if one of the exceptions in Article 49 RODO exists. The Borrower may obtain more detailed information on this subject by contacting the Joint Controller or the Data Protection Officer.

12.6 The Borrower's Personal Data will be processed by the Joint Controllers of the Personal Data for the period necessary to fulfil the purposes stated in point 12.3:

- a) in connection with the performance of the concluded Loan Agreement, until its completion, thereafter for the period and to the extent required by law or for securing possible claims, and in the case of consent to the processing of data also after the expiry of the Loan Agreement, until the consent is withdrawn;
- b) in connection with the fulfilment of legal obligations incumbent on the Joint Controllers of Personal Data in connection with the conduct of lending activities and the performance of concluded agreements, for the period of fulfilment of such obligations;
- c) in connection with internal administrative purposes, until the fulfilment of the legitimate interests underlying such processing;
- d) in connection with the marketing of products and services offered by the Joint Controllers of Personal Data, until you withdraw your consent to such processing.

12.7 The Borrower shall have the following rights:

- a) The right of access to the content of the data, pursuant to Article 15 RODO;
- b) The right to rectify data, pursuant to Article 16 RODO;
- c) The right to erasure, under Article 17 RODO, insofar as the Joint Controllers of Personal Data are not entitled to further processing under the law;
- d) the right to restrict processing, pursuant to Article 18 RODO
- e) The right to data portability, based on Article 20 RODO;
- f) The right to object to the processing of data, pursuant to Article 21 RODO.

12.8 The Borrower has the right to withdraw consent at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal, if the processing takes place on the basis of a previously issued consent to processing under Article 6.1a RODO.

12.9 The Borrower has the right to lodge a complaint with the supervisory authority, if he considers that the processing of personal data is carried out in violation of the RODO provisions.

12.10 Provision of personal data by the Borrower is necessary for the conclusion and performance of the Loan Agreement. Providing the data is voluntary, however, the consequence of failing to provide the data will be the inability to conclude and perform the Loan Agreement.

12.11 In connection with taking steps to conclude the Loan Agreement or after concluding the Loan Agreement, the processing of the Borrower's personal data may take place in an automated manner and, as a consequence, the decisions issued may be automated or related to profiling. Such situations may apply when:

- a) The Controller assesses creditworthiness in order to conclude a Loan Agreement, where the assessment is based on the Borrower's data declared in the loan application and information obtained in the course of the assessment (eg reports from BIK, BIG, CRIF, getScore, on the basis of a verification transfer or automatic verification transfer) on the basis of a defined set of rules that constitute a creditworthiness assessment process described and approved by the Controller. The consequence of the assessment

may be: automated consent to conclude the Loan Agreement, automated refusal to conclude the Loan Agreement or indication of the need to take a case-based decision by the Controller;

- b) The Controller assesses the risk of money laundering and terrorist financing on the basis of data declared in documents submitted when applying for a loan (assessment criteria: economic, geographical, subjective, behavioural). The consequence of the assessment may be the automatic qualification of the Borrower to the risk group, and consequently refusal to conclude the Loan Agreement;
- c) The Controller shall prevent crimes committed to the detriment of banks, credit institutions, financial institutions, lending institutions and entities referred to in the Consumer Credit Act, and their Customers, ie the so-called “fraud”, including for the purpose of building models to identify criminal activities.

### **§ 13. FINAL PROVISIONS**

- 13.1. The Annexes to the Loan Agreement form its integral part.
- 13.2. The Borrower shall be entitled to receive, on request, a free of charge draft Loan Agreement and Loan repayment schedule.
- 13.3. If any provisions of the Loan Agreement, or any part thereof, are held to be invalid or defective, the remaining provisions shall remain in force.
- 13.4. The Loan Agreement shall remain in force until the obligations set out therein have been fulfilled in full and shall be deemed to have been fulfilled when the Borrower repays the Loan, plus Principal Interest, Default Interest if any, Commission, and other payments that arise under the Loan Agreement to the Lender.
- 13.5. The Parties confirm that the data sent by a respective Party via text messages, the Form and other electronic means of communication are of informative nature and are not treated as a statement of intent of the Parties. If the Lender is entitled to unilaterally amend the provisions of the Loan Agreement as a result of amendment or introduction of new generally applicable provisions of law or issuance by authorised state authorities of recommendations or interpretations on the manner of application of such provisions – in the scope in which the Lender is obliged to introduce or apply them in order to properly perform the Agreement.
- 13.6. The Lender shall notify the Borrower about the changes to the provisions of the Loan Agreement before the effective date of the changes to the Agreement in an electronic form by sending an email along with the updated model documents. At the same time, the Lender will indicate the provisions that have changed, their new wording and the effective date of the changes.

- 13.7. An amendment to the Loan Agreement will be binding on the Borrower if the Borrower does not terminate the Agreement under the terms of the Agreement within 14 days of the Borrower's receipt of the notice of amendment to the Agreement referred to above.
- 13.8. A change in the terms of the Agreement may also be made by agreement after the Lender has presented the Borrower with new or amended terms of the Agreement and subject to the Borrower's prior acceptance of such terms.
- 13.9. The Lender shall have the right to assign the claim to third parties.
- 13.10 The Lender and the Intermediary have the right to contact the Borrower using the following means of communication:
- a) telephone call;
  - b) text message (SMS);
  - c) email message;
  - d) regular letter;
  - e) registered letter.
- 13.11 The Lender reserves the right to use any information provided by the Borrower in order to effectively communicate information on the performance in respect of the provisions of this Loan Agreement.
- 13.12 The loan agreement is governed by and should be interpreted in accordance with Polish law.
- 13.13 Any disagreements and disputes arising between the Parties shall be resolved amicably. If the Parties are unable to resolve the dispute amicably, any dispute, difference of opinion or claim arising out of the Loan Agreement or its breach, termination, validity shall be resolved before the common court of the place of residence or registered office of the defendant.
- 13.14 The Parties may submit a dispute arising from the performance of the Loan Agreement to the Arbitration Court at the Polish Financial Supervision Authority (PL Komisja Nadzoru Finansowego, abbr. "KNF"), pursuant to § 1.1 of the Rules of that Court. A dispute submitted for settlement to the Court of Arbitration at the Polish Financial Supervision Authority is based on the consent of the parties (an arbitration clause or an agreement on mediation before the Court of Arbitration). Detailed conditions for arbitration of disputes between financial market participants and their clients are laid down in the Rules of the Court of Arbitration at KNF, available at the website of the Polish Financial Supervision Authority: [www.knf.gov.pl/regulacje/Sad\\_Polubowny](http://www.knf.gov.pl/regulacje/Sad_Polubowny).
- 13.15 The Borrower may also use the European Online Dispute Resolution Platform ("ODR Platform") established by the European Commission. The ODR platform is an interactive website which allows for the out-of-court online resolution of disputes concerning contractual obligations arising from online sales or service contracts concluded between consumers resident in the Union and entrepreneurs established in the Union.

The ODR platform, is available at <http://ec.europa.eu/odr>

- 13.16 The entity authorised to resolve consumer disputes between the Borrower and the Lender out of court is the Financial Ombudsman. Detailed information can be found on the Financial Ombudsman's website available at <https://rf.gov.pl>
- 13.17 The Loan Agreement and any other information related to the Lender and the services provided by the Lender are available in Polish on the Website.
- 13.18 The President of the Office of Competition and Consumer Protection (Prezes Urzędu Ochrony Konkurencji i Konsumentów, address: Plac Powstańców Warszawy 1, 00-950 Warszawa) is the competent authority in matters of consumer protection.
- 13.19 If the Lender has not performed or has improperly performed an obligation towards the Borrower, and the Borrower's demand for performance of that obligation has not been effective, the Borrower shall be entitled to pursue claims for performance of that obligation against the Lender in court.
- 13.20 The Agreement has been drawn up in duplicate, one copy each for the Borrower and the Lender.
- 13.21 Matters not governed by this Loan Agreement shall be governed by the provisions of the act of 12 May 2011 on consumer credits, the act of 23 April 1964 on the Civil Code, and other generally applicable legal acts.
- 13.22 Annexes forming an integral part of the Loan Agreement:
- a) Terms and Conditions of the Loan no. [...] –Total Loan Limit;
  - b) Terms and Conditions of the Loan no. [...] - Loan Amount Provided;
  - c) Terms and Conditions of the Loan no. [...] - Loan Amount Available (example for withdrawal on [...]);
  - d) Table of Fees and Commissions;
  - e) Statement of Withdrawal from the Loan Agreement.

## Terms and Conditions of the Loan no. [...]

### Annex 1

#### Total Loan Limit

Total Loan Limit	Interest	Commission	Total Loan Limit Cost	Total Amount Due	RRSO	Date of granting Total Loan Limit	Loan Term for Total Loan Limit	Loan Repayment Date
Promotion "Pożyczka z Rabatem" – in the case of timely repayment (*)								
Loan – in the case of lack of timely repayment (**)								

Interest per day: 0.00 zł – in case of timely repayment: X.XX zł – in case of failure to make timely repayment.

Interest in the case of withdrawal from the loan agreement per day: X.XX zł from the date of the provision of the loan until the 30th day after the date of submission of the statement of withdrawal; X.XX zł thereafter.

(\*) Terms of repayment of a promotional loan in the case of full payment of the Total Loan Amount Provided plus the Amount(s) Available by the Loan Repayment Date set out in the Loan Agreement.

(\*\*) The Loan Repayment Conditions in the event of failure to settle in full the Total Loan Amount Provided plus the Amount(s) Available by the Loan Repayment Date set out in the Loan Agreement.

**Terms and Conditions of the Loan no. [...]**

**Annex 2**

**Loan Amount Provided**

Loan Amount Provided	Interest	Commission	Total Loan Cost – Amount Provided	Total Amount Due	RRSO	Date of granting Total Loan Limit	Loan Term for Loan Amount Provided	Loan Repayment Date
Promotion “Pożyczka z Rabatem” – in the case of timely repayment (*)								
Loan – in the case of lack of timely repayment (**)								

Interest per day: 0.00 zł – in case of timely repayment: X.XX zł – in case of failure to make timely repayment.

Interest in the case of withdrawal from the loan agreement per day: X.XX zł from the date of the provision of the loan until the 30th day after the date of submission of the statement of withdrawal; X.XX zł thereafter.

(\*) Terms of repayment of a promotional loan in the case of full payment of the Total Loan Amount Provided plus the Amount(s) Available by the Loan Repayment Date set out in the Loan Agreement.

(\*\*) The Loan Repayment Conditions in the event of failure to settle in full the Total Loan Amount Provided plus the Amount(s) Available by the Loan Repayment Date set out in the Loan Agreement.

**Terms and Conditions of the Loan no. [...]**

**Annex 3**

**Loan Amount Available (example for withdrawal on [...])**

Loan Amount Available	Interest	Commission	Total Loan Cost – Amount Available	Total Amount Due	RRSO	Date of granting Loan Amount Available	Loan Term for Loan Amount Available	Loan Repayment Date

Interest per day: 0.00 zł – in case of timely repayment: X.XX zł – in case of failure to make timely repayment.

Interest in the case of withdrawal from the loan agreement per day: X.XX zł from the date of the provision of the loan until the 30th day after the date of submission of the statement of withdrawal; X.XX zł thereafter.

(\*) Terms of repayment of a promotional loan in the case of full payment of the Total Loan Amount Provided plus the Amount(s) Available by the Loan Repayment Date set out in the Loan Agreement.

(\*\*) The Loan Repayment Conditions in the event of failure to settle in full the Total Loan Amount Provided plus the Amount(s) Available by the Loan Repayment Date set out in the Loan Agreement.

## Annex 4

### Table of Fees and Commissions

Item	Fee	Rate
1	Registration Fee	0.01 zł (1 grosz) – transfer to the account
2	Principal Interest	17.5 % (the rate as at .././....) Capital interest for the loan period charged by the Lender in the amount of the maximum capital interest set out in Article 359 § 21 of the Civil Code, ie twice the statutory interest (statutory interest is the sum of the reference rate of the National Bank of Poland and 3.5 percentage points). Capital interest on a daily basis: 0.0479%.
3	Late Payment Interest	21.5 % (the rate as at .././....) Late payment interest charged by the Lender in the amount of the maximum late payment interest set out in Article 481 § 21 of the Civil Code, ie twice the statutory interest (statutory late payment interest is the sum of the reference rate of the National Bank of Poland and 3.5 percentage points). Late payment interest on a daily basis: 0.0589%
4	Commission	The Commission depends on the amount and term of the Loan. The commission is set out in Annexes 1 to 3.
5	Costs of court and enforcement proceedings	Costs of court and enforcement proceedings are charged in accordance with the applicable legislation, in particular the act of 28 July 2005 on court costs in civil cases and the act of 28 February 2018 on bailiff costs.

**Annex 5**

**Statement of Withdrawal from the Loan Agreement**

PrimaStar Sp. z o.o.  
ul. Domaniewska 47/10  
02-672 Warszawa  
info@finbo.pl

STATEMENT OF WITHDRAWAL

I, the undersigned:

Name and surname: .....

Identity card number and series: .....

PESEL registration number: .....

address of residence: .....

Place: .....

Street, building / unit no.: .....

Postal code: .....

hereby declare that, acting pursuant to Article 53.1 of the act of 12 May 2011 on consumer credits (consolidated text: Dz.U. 2016, poz. 1528), in accordance with my right of withdrawal within 14 days from the date of conclusion of the Loan Agreement, I withdraw from the Loan Agreement of \_\_\_\_, no. \_\_\_\_.

I acknowledge that, pursuant to Article 54.2 of the above act, I am obliged to repay the Total Loan Amount to the Lender's Bank Account together with the Principal Interest without delay, not later than within 30 days of this statement.

.....

Date, name and surname, legible signature of the Borrower

*Send this Withdrawal Form by email or post to the following mailing address:*

*PrimaStar Sp. z o.o., Domaniewska 47/10, 02-672 Warszawa*