

CUSTOMER AGREEMENT NO

Date of conclusion:

1. LENDER

Name:	Monefit Estonia OÜ
Register code:	12449415
Bank:	EE357700771001126092 (LHV Bank) EE624204278603246303 (Coop Pank)
Location:	Lõõtsa 5, 11415 Tallinn
Phone:	6,888,222
Email:	info@monefit.ee

2. BORROWER

Name:	
Personal identification code:	
Postal address:	
Phone:	
Email:	

The Lender and the borrower are hereinafter in this agreement (hereinafter also referred to as the Agreement) jointly referred to as the Parties or separately as a/the Party.

3. DEFINITIONS AND EXPLANATIONS

For the purposes of this Agreement, the following words and expressions shall have the following meanings:

Interest is the fee paid by the borrower to the lender for the use of the loan amount;

The interest rate is the amount of interest expressed as a percentage;

The maturity date is the date on which the Borrower must have repaid in full the amount of credit drawn down by it in accordance with the payment schedule submitted to it;

The usage limit is the maximum amount that the borrower sets in agreement with the lender and within which the lender allows the borrower to receive a loan;

A customer account is a personal account of the borrower created via the lender's website, through which the borrower can submit loan applications within the credit limit and usage limit provided to him / her;

The customer agreement is the general terms and conditions of the loan agreement established by the lender now and in the future;

Account management fee is a fee for managing a client account. The Borrower shall pay the account management fee on a monthly basis if the Borrower has a credit amount in use or has unpaid interest or service fees;

The total cost of the credit is the credit limit, interest payable by the due date of use and account management fee. The total cost of the credit does not include the fees due to the borrower for the breach of the obligations arising from the agreement. The total cost of the credit is calculated at the time of concluding the agreement, provided that the borrower draws on the credit limit immediately and in full and repays its use on the maturity date;

The credit cost rate is expressed as a percentage of the credit limit and expresses the annual burden on the borrower of using the credit limit. The credit cost rate specified in the agreement is calculated as of the time of concluding the agreement or amendment to the agreement and is valid only if the borrower fulfills its obligations arising from the agreement on the agreed terms and conditions. The credit cost rate is calculated on the assumption that the borrower draws on the credit limit immediately and in full. When calculating the credit cost rate, the lender proceeds from the formula approved by the Minister of Finance of the Republic of Estonia and rounds the result to two decimal places;

The credit limit, ie the upper limit of the credit , is the maximum amount within which the lender allows the borrower to take a loan;

The amount of credit is the balance of the principal of the loan granted to the borrower under the agreement;

The loan agreement or agreement is this customer agreement, the borrower's loan application accepted by the lender, which contains the terms of the agreement and amendments and annexes to the agreement;

The lender is Monefit Estonia OÜ, registry code 12449415, address Lõõtsa 5, 11415 Tallinn;

The borrower is a loan applicant with whom the lender has entered into an agreement and granted him a loan on the basis thereof;

A loan applicant is a citizen of the Republic of Estonia residing in the Republic of Estonia who is at least 18 years of age or a natural person holding a permanent residence permit who has submitted a loan application to the lender;

A loan application is a statement of intent to obtain a loan submitted on the basis of a customer agreement, which sets out the terms and conditions of the loan applied for by the borrower, submitted to the lender via the website or in writing and accepted by the lender.

The terms of the loan are the terms accepted by the lender according to the loan application submitted by the borrower, according to which the lender provides the borrower with the terms of the loan and this customer agreement;

The loan payment date (term) is the date arising from the payment schedule by which the borrower is required to make a monthly payment due under the agreement;

Extension of the loan term is the possibility for the borrower to postpone the loan repayment terms arising from the schedule, including the loan repayment deadline;

The service fee is an account management fee and other fees, whether or not specified in the client agreement, which the borrower is obliged to pay to the lender in the cases specified in the agreement for operations related to the agreement;

A penalty is a contractual penalty that the borrower is obliged to pay to the lender in case of breach of its contractual obligations;

Proprietary liabilities are the amount of credit, interest, fees, penalties and other financial obligations of the borrower arising from the agreement;

The website is the lender's website on the Internet, at the address www.monefit.ee, where the technical stages of concluding the agreement are indicated and through which the borrower can perform operations related to the agreement;

Interest on arrears is interest on arrears which the Borrower is obliged to pay to the Lender in the event of delay in the performance of a financial obligation (other than an interest payment obligation), expressed as a percentage of the outstanding financial obligation for each day of delay;

4. BORROWER'S REPRESENTATIONS

4.1. Upon concluding this Agreement, the Borrower confirms that it has carefully read the terms of the Agreement (in particular the interest rate of the Loan, payment terms and obligations incurred by the Borrower in the event of default by the Borrower), has clearly and unambiguously understood them and is fully aware of their scope and ready to fulfill them now and in the future.

4.2. The Borrower acknowledges that it is aware of all the legal and economic consequences of concluding the Agreement.

4.3. The Borrower confirms that it has no legal or other obstacles to the conclusion and performance of the Agreement. The Borrower shall act in good faith in concluding and performing the Agreement.

4.4. The Borrower confirms that the information provided in the Agreement about the Borrower is correct and true and can be documented at the request of the Lender. The Borrower agrees to enter into the Agreement and the conclusion of the Agreement is in accordance with the Borrower's direct, actual and free will.

4.5. The Borrower confirms that it has not been declared bankrupt or appointed a temporary trustee, nor is it subject to a business ban.

4.6. The Borrower acknowledges that the Agreement creates a fully binding and unconditional obligation for the Borrower to be performed on a preferential basis over other obligations assumed or to be assumed by the Borrower, unless otherwise provided by law.

4.7. The Borrower confirms that upon concluding the Agreement, the Borrower will not act against him due to the existence of difficult circumstances.

4.8. The Borrower confirms that the Lender has explained to it the possibility to apply for a loan from banks operating in the Republic of Estonia or companies providing the same type of service as the Lender, but the Borrower wishes to enter into an agreement with the Lender. The Borrower also confirms that it is aware of the cost of the credit granted to it under this Agreement, but still wishes to enter into the Agreement.

4.9. The Borrower confirms that the Borrower is a person with legal capacity according to the law of the Republic of Estonia and has unlimited rights and powers to enter into an agreement and to perform the obligations assumed under the agreement.

4.10. The Borrower confirms that the Borrower owns sufficient assets to enable the Borrower to properly perform its obligations under this Agreement.

5. LOAN. APPLICATION FOR AND ISSUE OF A LOAN. INCREASE AND REDUCTION OF THE USE LIMIT. EXTENSION OF THE LOAN TERM

5.1. In the event of a positive decision by the Lender, this Agreement will allow the Borrower to obtain a loan within the credit limit applicable to it. At the request of the borrower, the initial limit of the use of credit is determined by the decision of the lender, within which the lender provides credit to the borrower.

5.2. In order to receive a loan, the borrower must obtain an acceptable rating as a result of the lender's creditworthiness assessment performed by the lender. The loan can be applied for through the lender's website or at the lender's location according to the terms of the agreement.

5.3. Loan application procedure:

5.3.1. The loan applicant gets acquainted with the terms and conditions of the agreement and submits the information necessary for obtaining a loan to the lender by filling in the mandatory fields of the loan application on the lender's website www.monefit.ee. The loan applicant is responsible for the accuracy of the submitted data and undertakes to change its data on the lender's website if the data changes.

5.3.2. To apply for a loan, the loan applicant approves the loan application according to the instructions published on the website.

5.3.3. The Lender will provide the Borrower with a username and password to log in to the Website. The Lender shall also notify the Borrower thereof by e-mail on the basis of the information provided by the Borrower. The Borrower is solely responsible for any misuse of the username and password under the Agreement.

5.3.4. Upon concluding the agreement for the first time, the borrower must enable the lender to establish the identity of the borrower on the basis of an identity document (ID card, passport or driving license). To do this, the borrower can use digital identification or go to the lender's office or ID point. The list of the lender's offices and ID points is provided on the lender's website www.monefit.ee.

If the identity of the Borrower has previously been established by the Lender's cooperation partner Creditstar Estonia AS (registry code 11251314), the Lender may use the information collected by the aforementioned to perform the identification procedure.

5.3.5. When applying for a loan, the loan applicant must, in addition to the lender's requirements, fill in a questionnaire to assess the borrower's solvency and establish the circumstances related to issuing the loan, as well as submit the documents required by the lender to assess the borrower's solvency.

5.3.6. In response to the loan application sent by the loan applicant via the website, the lender will send a letter to the loan applicant's e-mail address with information on the loan conditions requested by the loan applicant (loan conditions) in the form of the European Consumer Credit Standard Information Sheet. The relevant terms and conditions of the contract shall be considered as annexes to the contract and shall form an integral part of the contract. If the loan applicant submits a loan application at the location of the lender, he or she shall examine the terms and conditions of the loan at the location of the lender.

5.3.7. The lender shall notify the loan applicant of the sending of the e-mail specified in clause 5.3.6 with a notice displayed on the website www.monefit.ee. If the loan applicant has received the lender's e-mail or received the loan conditions from the lender's location, he or she must thoroughly read the loan conditions and confirm his or her willingness to receive a loan on these terms. To this end, the loan applicant confirms to the lender by e-mail or on the website www.monefit.ee that he has thoroughly read the terms of the loan and wishes to receive a loan from the lender on these terms. Upon acquaintance with the terms and conditions of the agreement at the location of the lender, the loan applicant shall provide written confirmation of the acquaintance with them.

5.3.8. The Loan Agreement consists of the terms of the Loan and this Customer Agreement and is provided to the Borrower or sent to the Borrower by e-mail to the e-mail address provided by the Borrower to the Lender. At the request of the borrower, the contract documents will also be sent to him on paper by regular mail. The loan agreement is considered concluded after the lender has made a positive credit decision and forwarded it to the borrower by e-mail.

5.3.9. Terms of disbursement of the loan or additional part of the loan:

At the request of the borrower, after accepting the loan application, the loan is paid by the lender to the borrower's personal account.

5.3.9.1. The loan is paid by the lender to the borrower's personal account within 1 hour after concluding the agreement or its annex. The time to receive a loan may be extended by the time of interbank settlement. The Lender shall not be liable for any delay in the disbursement of the Loan if the delay occurred due to circumstances beyond the control of the Lender.

5.3.9.2. The additional loan component is issued by the lender to the borrower's personal account.

5.4. Increasing and decreasing the loan usage limit.

5.4.1. The Borrower has the right to receive, within the credit limit and usage limit provided to him or her and within the framework of the Loan Agreement, an additional loan portion by logging in to the Lender's website www.monefit.ee or at the Lender's location with his username and password. The borrower may also, within the framework

of the concluded loan agreement, apply for a similar increase in the usage limit granted to him and the granting of an additional loan part accordingly. In order to apply for an increase in the usage limit and to increase the usage limit, the borrower must have fulfilled the obligations to be fulfilled by that time, including the interest accrued up to that time. The lender may also require the borrower to submit additional documents to assess the borrower's solvency.

5.4.2. In the event of receiving an additional loan share within the limits of the usage limit or applying for an increase in the usage limit and then applying for an additional loan share, clauses 5.3.1.-5.3.2., 5.3.5.-5.3.9.

5.4.3. Both the issuer of the additional loan part and the increase of the usage limit have the right to demand and the borrower has the obligation to pay service fees in the amount agreed in the agreement.

5.5. If the Borrower and its solvency meet the conditions established by the Lender for them, the Lender has the right, with the prior consent of the Borrower in a manner that can be reproduced in writing, increase the Borrower's loan limit without concluding a corresponding amendment to the Agreement.

5.6. In the event of a breach of the terms of the Agreement by the Borrower, in particular a delay in repaying the Loan received or in paying interest or other charges provided for in the Agreement, the Lender may unilaterally reduce the Borrower's usage limit by notifying the Borrower in writing. The Lender may also unilaterally reduce the Borrower's usage limit by notifying the Borrower in a written manner if the Borrower no longer meets the conditions set by the Lender for the Borrower or if the Lender has reasonable doubts about the Borrower's solvency or if the Borrower fails to provide , as well as in the event of a deterioration in the general economic situation.

5.7. If the borrower has submitted material false information to the lender or if the material circumstances on the basis of which the loan was issued have changed, the lender has the right to refuse to allow the borrower to use the credit on the basis of the agreement.

5.8. Loan extension

5.8.1. If the Borrower has duly fulfilled its contractual obligations and the Borrower and the credit limit granted to it meet the terms of the customer agreement established by the Lender as of the end date of each use, the Lender has the right to extend the loan term without concluding a corresponding annex.

5.8.2. In order to extend the loan term, the borrower must submit a corresponding application and pay the interest and other fees that have become collectible by the time of the extension. Upon extension of the loan term, the lender has the right to demand and the borrower has the obligation to pay the loan term extension fee at the rate agreed in the agreement.

5.8.3. Each extension of the loan term takes place in accordance with the terms and conditions of the customer agreement established by the lender on the day of extension.

5.8.4. The lender has the right to refuse to extend the loan term without giving reasons to the borrower.

6. REPAYMENT OF LOAN, CALCULATION OF INTEREST, PAYMENT OF INTEREST AND OTHER PAYMENTS

6.1. The Borrower is obliged to repay the amount of the monthly mandatory loan repayment specified in the Agreement by the payment date, plus the interest amount calculated by the Lender and the account management fee.

6.2. For the use of the loan, the borrower undertakes to pay the lender the interest and other payments provided for in the agreement at the rate and on the payment date specified in the agreement. The borrower pays interest on the used loan amount by the payment date together with the repayment of the loan principal. When calculating the interest on the unpaid part of the loan for the interest period, the lender proceeds from the 360-day year, the 30-day month and the interest rate agreed in the agreement. Interest calculation starts on the day the loan is disbursed to the borrower and ends on the loan maturity date.

6.3. If the Borrower requests and the Lender allows the Borrower to receive an additional loan component within the usage limit before the Borrower has repaid the entire used loan portion and paid accrued interest, the Borrower is obliged to pay the accrued interest on the next payment date.

6.4. The Borrower has the right to demand from the Lender, free of charge, at any time during the entire term of the Agreement, a repayment table for the Agreement, in which the repayment term of the principal amount of the Loan is determined. At the request of the Borrower, the Lender shall make this table available to the Borrower free of charge at any time during the term of the Agreement. The repayment schedule shall indicate the amounts due and the terms and conditions for repayment of such amounts. The table provides a breakdown of each individual repayment, showing the repayment of the principal amount of the Loan, the amount of interest calculated on the basis of the annual percentage rate of charge and the additional costs if the Borrower is required to pay additional costs.

6.5. If the loan is not repaid on time and / or under the conditions prescribed in the agreement, the activities of the borrower in the lender's online environment will be restricted. In such a case, the borrower's rights to submit the application (s) for increasing the usage limit and / or receiving an additional loan tranche within the credit limit shall also be suspended at least until the received tranche, interest and any other payments have been paid by the borrower.

6.6. If the loan and interest have not been paid on time, the lender or the Company has Era Liisingu Inkassoteenusused (registry code 10625474, Tartu mnt 24-20, 10115 Tallinn - hereinafter also referred to as ELI) or Nord Collect Osaühing (registry code 11897588, Tartu mnt 24-20, 10115 Tallinn) each has the separate right to demand interest, default interest, procedural costs and damages from the borrower in addition to the loan.

6.7. If the borrower has made a payment under the agreement that is not sufficient to meet all the obligations that have become due, the payment is calculated:

- (a) to cover costs incurred primarily in recovering a debt;
- (b) to cover the principal amount owed in the second place;
- (c) in the third place, to cover interest;
- (d) in the fourth place, to cover other liabilities.

6.8. 6.8. If the Borrower is in arrears with one or more installments or the Borrower is not in arrears but notifies the Lender at least five business days in advance of the possibility that the Borrower may be late in paying the installment, the Lender has the right to enter into additional agreements with the Borrower. the amounts of repayment made temporarily or permanently by one or more borrowers. Upon concluding this agreement, the lender shall provide the borrower with the relevant documents, including a new payment schedule. The Lender is not obliged to exercise the right arising from this clause.

7. PAYMENT AND CURRENCY

7.1. All payments made by the Borrower in connection with the performance of the Agreement - loan repayment (s), interest, contractual fees, as well as default interest, contractual penalty, procedural fees, damages and other payments) shall be deemed paid once the amount required to make the payments has been received in the Lender's bank account (s). .

7.2. If the due date of the payment made by the Borrower falls on a non-working day and / or public holiday, the Lender shall consider the first banking day following the non-working day and / or public holiday as the date of payment.

7.3. All payments related to the performance of the contract must be made in the currency of the loan.

8. EARLY PERFORMANCE OF THE BORROWER'S OBLIGATIONS

8.1. The Borrower may perform all or part of the obligations arising from the Loan Agreement prematurely. In this case, the borrower does not owe interest accruing for the period of non-utilization of the loan, provided that the payment made by the borrower is sufficient to repay the principal amount of the loan in days in addition to the interest in Interest is calculated according to the time of using the loan in days.

8.2. In order to repay the loan early, the borrower may send the lender an application for early repayment of the loan via the website www.monefit.ee. Within three working days of receiving the borrower's application, the lender shall notify the borrower in the same manner of the amount by payment of which the borrower will be able to fully meet the financial obligations arising from the loan agreement. Early repayment of the loan is calculated and the borrower is obliged to pay interest according to the length of the loan usage period in days. An amount paid without application or in a different amount than indicated in the application may be considered by the lender as an advance payment, at the expense of which the obligations arising from the contract are fulfilled at the moment when they become collectible.

8.3. If the payment (s) made by the Borrower are not sufficient to cover the repayment of both the interest and the principal amount of the loan portion used by the Borrower, interest shall be calculated on the principal balance of the loan at the rate fixed in the agreement.

8.4. In the event of premature performance of the agreement, the lender has the right to unilaterally draw up a new payment schedule based on the principal amount of the outstanding loan at the interest rate agreed in the agreement. The lender submits the new payment schedule to the customer by e-mail or regular mail.

9. GUARANTEE AND INSURANCE

9.1. The lender has the right to demand a guarantee (surety, pledge, etc.) from the borrower, which secures the borrower's obligations to the lender. The Borrower is required to assist the Lender in establishing, registering, amending, terminating, insuring, holding, administering, maintaining or selling the Collateral and to bear the costs thereof.

9.2. The Lender has the right to require the Borrower to enter into an insurance contract on the basis of which the performance of the Borrower's financial obligations under the contract would be insured. The price of this insurance contract is determined on the basis of the amount, term, term of the borrower's previous payment behavior and other circumstances related to the transaction. The price of such an insurance contract is paid by the borrower.

10. LOAN RECOVERY PROCEDURAL COSTS

10.1. If the borrower violates the obligations arising from the agreement (ie the borrower is late in making payments to the lender), the lender has the right to assign all financial claims against the borrower to Aktsiaselts Era Liisingu Inkassoteenus (hereinafter also ELI) or Nord Collect Osaühing. To this end, the Lender has granted ELI and Nord Collect Private Limited Company all relevant powers and rights.

10.2. The Lender or ELI or Nord Collect Osaühing has the right to demand from the Borrower, in addition to the loan and other payments, procedural costs related to the loan collection and the Borrower is obliged to reimburse the Lender or ELI or Nord Collect Osaühing for expenses incurred by the Borrower.

10.3. During the term of the agreement, the lender or ELI or Nord Collect OÜ has the right to demand compensation for procedural costs from the borrower in the amount of 5.00 (five) euros for each obligation that has become collectible, whereby at least one free reminder is sent to the borrower.

10.4. Following the termination (cancellation) of the contract, the amounts of procedural costs are:

10.4.1. compensation for procedural costs in the total amount of up to 30.00 (thirty) euros, with the first paid reminder sent to the borrower being up to 15.00 (fifteen) euros and for each of the next two letters up to 5.00 (five) euros if the claim against the borrower is up to 500.00 (five hundred) euros.

10.4.2. Compensation for procedural costs in the total amount of up to 40.00 (forty) euros, with the first paid reminder letter sent to the borrower being up to 20.00 (twenty) euros and for each of the next two letters up to 5.00 (five) euros if the claim against the borrower is over 500.00 (five hundred) euros and up to 1000.00 (one thousand) euros.

10.4.3. Compensation for procedural costs in the total amount of up to 50.00 (fifty) euros, with the first paid reminder letter sent to the borrower being up to 25.00 (twenty five) euros and for each of the next two letters up to 5.00 (five) euros if the claim against the borrower is over 1000.00 (one thousand) euros.

10.4.4. After the termination or termination of the agreement, the first reminder letter of payment may be sent to the borrower not earlier than 7 (seven) days after the termination of the agreement. The second and third paid letters may be sent not earlier than 7 (seven) days after sending the previous letter.

10.5. When an application for an expedited procedure or an action is brought before a court, the costs of the proceedings (legal and extrajudicial costs of the parties to the proceedings, such as the costs of the parties' representatives and the state fee) are borne by the party against whom the judgment was given.

11. LATE PAYMENT AND REMINDER

If the Borrower fails to pay the Loan and / or other Payments received under the Agreement on time, the Lender has the right to demand from the Borrower interest on the amount of the overdue payment per day at the annual and daily interest rates agreed in the Agreement. When submitting a claim against the Borrower for the expedited payment order procedure, the Lender has the right to demand interest on arrears in the expedited payment order procedure at the rate of 0.06% (zero point zero six percent) of the unpaid payment amount per day.

Interest on arrears shall be calculated on the amount outstanding for each day of delay in payment, based on the rate of interest on arrears and the number of days of delay in payment.

Sending a reminder letter to the borrower will cost 5.00 (five) euros for each obligation that has become due during the term of the agreement, whereas at least one free reminder will be sent to the borrower for the interest claim in advance.

12. PENALTIES

If the Borrower defaults on one or more contractual or statutory obligations to the Lender other than the Borrower's delay in making the due payments, the Lender shall be entitled to impose a penalty of 20% (twenty percent) on the Loan for the outstanding Loan. In particular, the lender exercises its right to a penalty if the borrower has not fulfilled its contractual obligation within the additional period granted by the lender. The Borrower undertakes to pay the fine to the extent and on the due date specified in the claim and to eliminate the violation (s) in accordance with the terms and instructions given by the Lender. Payment of the fine shall not replace the performance of the breached obligations or other obligations arising from the contract, nor shall the lender exclude the right to extraordinary termination of the contract.

13. LIMITATION OF CLAIMS

Pursuant to § 145 (2) of the General Part of the Civil Code Act, the parties have agreed to extend the limitation period for claims arising from the contract to five (5) years. The limitation period for claims arising from intentional breach of contractual obligations shall be extended to ten (10) years.

14. LENDER'S RIGHT TO REFUSE TO ISSUE A LOAN

The Lender has the right to refuse to issue a loan or an additional part of the loan to the borrower, including within the usage limit applicable to the borrower, without giving reasons for its decision. The lender has the right to refuse to increase the usage limit for the loan applicant without justifying its decision. If the decision not to grant a loan to the loan applicant is based on information obtained from databases, the lender must immediately and free of charge inform the loan applicant of the results of such database inquiries and information. Exceptionally, information obtained from databases shall not be communicated if the communication of such information is prohibited by law or is contrary to objectives of public policy or public security.

15. OBLIGATION TO PROVIDE INFORMATION

The Borrower undertakes:

15.1. Notify the Lender immediately and in writing of any criminal, enforcement or bankruptcy proceedings (ie the appointment of a temporary trustee) against the Borrower or the person securing the performance of the Agreement;

15.2. Notify the Lender immediately and in writing of any change in his or her name, residence and postal address or other relevant information;

15.3. Notify the lender immediately of any circumstances that may lead to a deterioration in solvency;

15.4. When performing obligations to the lender, not to give preference to other creditors over the lender, unless otherwise provided by law;

15.5. To ensure the performance of the agreement, to provide additional guarantees at the request of the lender in favor of the lender or Aktsiaselts Era Liisingu Inkassoteenus or Nord Collect Osaühing.

15.6. In the event that the Borrower breaches the notification obligations under Clause 15, the Parties shall treat this as a material breach of contract, which entitles the Lender to terminate the Agreement and demand immediate payment of the Loan, Interest and Penalty, as well as damages incurred by the Borrower.

16. TERMINATION OF THE AGREEMENT

16.1. The contract is concluded for an indefinite period. The Parties have the right to terminate the Agreement at any time without good reason by notifying the other Party in a form that can be reproduced in writing. The Borrower must give at least 1 (one) month's notice of termination and the Lender at least 2 (two) months' notice.

16.2. The Lender may terminate the Agreement due to a material breach of the Agreement by the Borrower.

16.3. The Lender may terminate the Agreement due to late payment by the Borrower only if the Borrower is in full or partial default on at least three consecutive installments and the Lender has unsuccessfully given the Borrower an additional default period of at least two weeks with a statement that and demands payment of the entire debt. The lender's notice of cancellation must be in a form that can be reproduced in writing. The Lender

must offer the Borrower an opportunity to negotiate at the latest with the specified deadline in order to find an opportunity to reach an agreement. If the lender terminates the agreement,

16.4. The Borrower has the right to withdraw from the Agreement within 14 (fourteen) days from the conclusion of the Loan Agreement. The deadline for the Borrower to submit a withdrawal application starts to run in clause 5.3.8. the conclusion of that loan agreement.

16.5. If the Borrower wishes to withdraw from the Agreement, it must, within 14 (fourteen) days in clause 5.3.8. from the conclusion of the said loan agreement, submit a written withdrawal application to the lender in the agreement or later at the postal address of the lender notified by the lender to the borrower or by e-mail. The withdrawal application must state the borrower's name, personal identification code, contract number, application for withdrawal from the agreement, date and place of preparation of the application and the borrower's signature.

16.6. If the borrower exercises the right to withdraw from the agreement, he or she must repay the loan and pay interest to the lender no later than within 30 (thirty) days from the submission of the withdrawal application. If the Borrower does not repay the Loan and does not pay interest within the specified term, the Borrower shall be deemed not to have withdrawn from the Agreement.

16.7. If the Borrower withdraws from the Agreement in accordance with clause 16.4, it shall pay interest on the Loan for the period between the issuance of the Loan by the Lender to the Borrower and the repayment of the Loan to the Lender. In addition, the borrower is obliged to reimburse non-refundable fees paid by the lender under the public-law relationship within the framework of the credit relationship (eg fees for registry extracts).

17. NOTICES

17.1. Notifications and declarations of intent by one party to the contract, including breaches of the contract, to the other party shall be deemed to have been received by the other party if:

17.1.1. the notice has been sent by e-mail to the e-mail address of the other party specified in the contract, if 3 calendar days have passed since the notice was sent;

17.1.2. the notice is sent by ordinary or registered mail to the postal address of the other party specified in the contract, if 5 working days have passed since the posting of the notice;

17.1.3. the notice has been served against the signature of the other party or his representative.

17.2. The Lender is not required to give prior notice of changes to the Price List that make prices more favorable to the Borrower and of amendments to the provisions of the Agreement relating to the Lender's anti-money laundering activities. Also, the lender does not have to give prior notice of changes in the contract due to changes in the law.

18. VALIDITY OF THE AGREEMENT AND AMENDMENT OF THE TERMS AND CONDITIONS OF THE AGREEMENT

18.1. The agreement enters into force upon concluding the agreement if the borrower has acted in accordance with the instructions on the lender's website and then notifying the lender of the agreement and the lender's positive credit decision by e-mail or regular mail to the address in writing by the parties.

18.2. The agreement is considered suspended if the borrower has not used the loan service during the previous 36 months and has completely written off any debt due to the lender arising from the agreement - repaid the entire loan received under the agreement, paid interest and other payments.

In this case, the borrower's access to the lender's Internet environment is restricted.

18.3. After the termination of the agreement, the borrower's account is not active on the lender's website. The agreement continues and the account is reactivated on the basis of the borrower's declaration of intent on the lender's website or at the lender's location.

18.4. The Lender has the right to unilaterally change the terms of the agreement (incl. The amount of service fees) without concluding a corresponding agreement. The Lender shall notify the Borrower of any changes to the terms of the Agreement at least 1 (one) month in advance of the changes coming into force. If the Borrower does not agree with the amendments, he has the right to cancel the agreement before the amendments enter into force by notifying the Lender in a form that can be reproduced in writing and fulfilling all his contractual obligations in advance.

18.5. The Lender reserves the right to unilaterally change the terms of the agreement without a valid reason specified in the agreement, unless the change of terms is unreasonable for the borrower. The Lender undertakes to notify the Borrower in advance of any change in the Terms and Conditions and to give the Customer the right to terminate the Agreement immediately.

19. PROCESSING OF PERSONAL DATA AND CONFIDENTIALITY

19.1. The conditions for the processing of data concerning the borrower that have become known to the Lender are set out in the principles of processing customer data, which are an integral part of the agreement. The principles of processing customer data are available on the lender's website www.monefit.ee. In fulfilling the confidentiality obligation specified in this clause, the lender also follows the principles of processing customer data.

19.2. The parties shall treat the contract, the documents on which it is based, future transactions related to the contract, applications and other documents and facts related to the contract as confidential, which may not be disclosed without the written consent of the other party, except in cases provided by law or law.

19.3. Without written consent, confidential information may be disclosed to, inter alia, a court of the Republic of Estonia, a bailiff, a trustee in bankruptcy, a supervisory authority or a supervisory official, guarantor, pledgor or other persons related to the contract, auditor, notary or legal aid provider.

19.4. The Lender may also disclose confidential information without the written consent of the Client in clause 19.3. also to the persons mentioned in clause 10.1. to named debt handlers, as well as to third parties, if the customer breaches the obligations arising from the contract.

19.5. In matters related to the performance of the contract, the competent supervisory authority is the Consumer Protection and Technical Surveillance Authority, address Endla 10a, 10122 Tallinn.

20. APPLICABLE LAW AND JURISDICTION

20.1. Upon concluding and performing the Agreement, the Parties shall proceed from the legislation of the Republic of Estonia.

20.2. All disputes between the parties arising from the Agreement shall be settled through negotiations. If no agreement is reached, the dispute shall be settled by agreement of the parties in Harju County Court. The borrower also has the opportunity to turn to the Consumer Complaints Committee of the Consumer Protection and Technical Surveillance Authority to resolve disputes arising from the agreement.