

General Loan Agreement Conditions

Article 1. Terms and Definitions

In these General Conditions, the following terms shall have the meaning given to them below:

1.1. Loan: a personal loan agreement governed by the following General Conditions by way of which the Lender grants a personal loan to the Borrower through the Remote System.

The Loan is governed by the General Conditions and Specific Conditions, Law 22/2007 of 11 July on the remote marketing of financial services targeting consumers, Law 16/2011 of 24 June on Consumer Loan Agreements, Law 34/2002 of 11 July on Information Society Services and eCommerce, Royal Legislative Decree 1/2007 of 16 November approving the Revised Text of the General Law for the Defence of Consumers and Users and other additional laws, as well as all other general regulations that may apply.

1.2. Lender: the Spanish company IDFinance Spain, S.A.U., with registered offices at C/ Moià, 1, 1º, Barcelona, and Spanish Tax Identification Number (N.I.F.) A66487190, founded by way of deed dated 1 April 2015 signed before the Notary Public of Barcelona, Juan Francisco Boisán Benito, under no. 163 of his records, listed on the Companies Register of Barcelona under Volume 44735, Folio 0029, General Section, Page 464824, Listing 3.

1.3. Loan Applicant: the individual who, at the time of applying for the loan, is over the age of 18 and has full capacity to act, resides permanently in Spain and is applying for the Loan for him/herself. Under no circumstances shall the Lender discriminate against any applicant for reasons of race, nationality, sex or age.

1.4. Loan Application: the declaration of intent by the Borrower through the Distance/Remote Service to apply for a Loan under these General Conditions and the corresponding Specific Conditions.

1.5. Borrower: the Loan Applicant once the Lender has accepted his/her Loan application.

1.6. Loan Decision: the final decision of the Lender as to whether to grant or deny the Loan according to the General Conditions.

1.7. Party: individually, the Loan Applicant, the Lender or the Borrower, whereas "Parties" are all the Parties as a whole.

1.8. General Conditions: these general Loan conditions.

1.9. Specific Conditions: the specific conditions of the Loan, of which the Loan Applicant shall be informed prior to the Loan Application.

1.10. Distance/Remote Service: communication techniques over online networks used so that the Borrower may arrange the Loan Application and so that the Loan Decision may be made. Any agreement arranged over the website or any other media that the Lender provides for the Loan Applicant shall be considered a remote agreement.

1.11. Website: the interface website of the Lender (www.moneyman.es).

1.12. Personal Details: any information concerning the Loan Applicant or Borrower, which identifies him/her or may identify him/her.

1.13. Consent of the Loan Applicant: the expression of free, unequivocal, specific and informed desire, by which the Loan Applicant or Borrower gives his/her consent for the Lender to process any Personal Details relating to him/her.

1.14. Processing of Personal Details: the automated or non-automated technical operations and procedures that allow for the collecting, recording, storage, preparation, modification, blocking, cancellation and transferral of the Personal Details required to arrange the Loan and the additional services offered by the Lender.

1.15. Standardised Model: the standard format established in Articles 10 and 12 of the Consumer Loan Agreement Law applicable to and mandatory for all Loans. The user shall be provided with this information in any contractual relationship.

Article 2. Purpose and Pre-Contractual Information

2.1. These General Conditions govern the conditions of the Loan and the consequences of any breach thereof.

2.2. The Borrower shall be provided with the General Conditions and the Specific Conditions, the information given in Articles 7 and 8 of Law 22/2007 of 11 July on the Remote Marketing of Financial Services Targeting Consumers, and the provisions of Articles 10 and 12 of Law 16/2011 of 24 June on Consumer Loan Agreements, where applicable, in the Standardised Model sufficiently in advance and, in all cases, prior to the Loan Application. By way of this document, the Borrower expressly declares that he/she has been provided with the General Conditions prior to signing any agreement and sufficiently in advance to be able to read and understand their contents.

2.3. The Borrower declares and guarantees that he/she was provided with all information prior to accepting the contractual terms of the Loan and that said information and contractual terms were provided in writing on paper or in another long-lasting, available and accessible medium. The Borrower reserves the right to request a copy of the General Conditions, which the Lender shall provide by e-mail or post.

2.4. With regard to loans for the sum equal to or above two hundred (200) euros (€), the Lender must individually assess whether said loan is in line with the needs and financial situation of the Loan Applicant and must inform him/her of the results of said assessment in writing on paper or in another long-lasting medium accessible to the Loan Applicant, if requested, regardless of the information and financial advice offered free of charge via the Lender's website and blog.

Article 3. Application and Opposition to the General Conditions and the Specific Conditions

The General Conditions and the Specific Conditions are applicable to the Parties in relation to the Loan. Issue of the Loan Application involves full adherence to the General Conditions and the Specific Conditions by the Borrower, all subject to the Loan Decision.

Article 4. Remote Agreement

The Loan agreement shall be arranged remotely, with a record of the offer and acceptance and, therefore, of the signing of the agreement by way of any instrument that enables the Loan Applicant to save the information addressed to him/her so that it may be easily retrieved over a suitable time frame for the purposes for which the information is to be used, and for the unedited reproduction of the information saved.

Article 5. Loan Application

5.1. The Loan Applicant shall send a Loan Application to the Lender through the Distance/Remote Service, providing the following information in the order indicated below:

1. Full name.
2. Sex.
3. Date and place of birth.
4. National/Foreigners' ID No. (with a scanned copy, where required).
5. Address/Permanent residence in Spain.
6. Amount of the Loan, in letters and numbers.
7. Duration, i.e. the number of days provided to return the loan.
8. Name of the Bank and current account.
9. Email address.
10. Landline and mobile phone number, where the contact may be verified.

5.2. The Lender reserves the right to claim any documentation deemed necessary in relation to the identification and solvency of the Loan Applicant, justifying its use and explaining its treatment, at all times in line with its commitment towards the confidentiality of his/her details, which may in all cases be reviewed in our Privacy Policy.

5.3. In order to make a Loan Application, the Loan Applicant must have previously registered on the website and must have accepted the General Conditions made available to the Loan Applicant by ticking the corresponding check box provided for this purpose.

5.4. The Loan Application and acceptance of the offer implies that the agreement has been signed, subject to the positive Loan Decision that must be issued by the Lender and communicated to the Borrower by email and/or text message.

Article 6. Loan Validation

6.1. Once the Lender has made the appropriate checks, the Lender shall send the positive or negative Loan Decision via the Distance/Remote Service within a maximum of one (1) hour. Assessment by the Lender as to whether or not to grant the Loan is discretionary. Therefore, should the Lender refuse the Loan Application, it is not compelled to inform the Loan Applicant as to the reasons for refusal of the Loan Application, which under no circumstances shall be based on solely consulting a file, although the Loan Applicant may enquire into the reasons at info@moneyman.es.

6.2. Where the notification of the Loan Decision is not sent according to the provisions of these General Conditions, is sent late or is previously rejected by the Loan Applicant, it shall be considered that no Loan Decision has been made and, therefore, that the Loan has not been signed.

6.3. In all cases, the Borrower must provide his/her mobile phone number and a landline phone number, where the Lender may effectively locate him/her. Where the Borrower does not have a landline phone number, he/she may provide that of a first-degree relative, provided that he/she has the express agreement to do so by said relative. The Lender shall notify no third party of any information regarding the debt, as explained in the Privacy Policy.

Article 7. Loan Acceptance

7.1. The message sent by the Borrower confirming his/her acceptance and by which the Loan Decision is made involves an express declaration that: (a) he/she has reviewed the General Conditions published on the Lender's web portal, (b) he/she agrees and accepts the full contents

of the General Conditions, and (c) he/she wishes the Loan to be immediately deposited into the bank account provided, for which he/she confirms to be the holder responsible by way of acceptance.

7.2. Completing and sending the Loan Application means that the Borrower guarantees (a) that there are no outstanding payments or debts with third parties that may prevent the Loan from being repaid, including outstanding payments registered on any list of Lenders/Borrowers, such as ASNEF or Badexcug, (b) that he/she is not involved in any legal or court proceedings that may affect his/her solvency, (c) that all of the information and documentation provided for the Lender is true, accurate and up to date, and (d) that the Applicant takes on the role of Borrower and agrees to return the loan under the terms established in this agreement, which he/she has accepted.

Article 8. Loan Availability

8.1. Once the positive Loan Decision by the Lender has been received, it will make a bank transfer for the total sum of the Loan to the bank account provided by the Borrower in the Loan Application, depending on the bank where the Borrower has an account and, due to banking operations that shall, under no circumstances, be the responsibility of the Lender, the Borrower may receive the total sum of the Loan in 24 to 48 hours.

8.2. The Lender shall grant the Loan for the amounts and under the conditions indicated below:

8.2.1. In the first agreement, for a minimum sum of fifty (50) euros (€) and a maximum sum of three hundred (400) euros (€).

8.2.2. In the second agreement, for a minimum sum of fifty (50) euros (€) and a maximum sum of five hundred (500) euros (€).

8.2.3. In the third agreement, for a minimum sum of fifty (50) euros (€) and a maximum sum of seven hundred (700) euros (€).

8.2.4. In the fourth agreement, for a minimum sum of fifty (50) euros (€) and a maximum sum of nine hundred (900) euros (€).

8.2.5. In the fifth agreement, for a minimum sum of fifty (50) euros (€) and a maximum sum of one thousand two hundred (1300) euros (€).

8.2.6. The final amount of the Loan shall depend solely on the conditions offered by the Lender and the Borrower shall, under all circumstances, be informed upon agreement.

8.2.7. The Lender reserves the right not to grant the Loan to the Loan Applicant, if there is another Loan Application being processed, if the term for repayment of a previous Loan has not expired or if it has expired and payment has not been made.

8.2.8. The fact that the Loan Applicant has returned a previous Loan does not guarantee acceptance of a future Loan Application.

8.2.9. Where the Lender receives a payment for the Loan, but cannot identify it, due to the fact that certain data is missing, application of the payment shall remain pending until the client sends a correctly identified bank receipt (client number or ID number) to departamentocobros@moneyman.es or provides the data by telephone to the Customer Service Department, 93.722.73.54.

8.2.10. The Loan will be granted and repaid in euros (€).

Article 9. Loan Repayment

9.1. The Lender shall send the Borrower the information, indicating the total returnable sum of the Loan and the Lender's bank account, where said payments are to be made, through the Remote Service used to arrange the Loan.

9.2. Where a debit card has been requested during the loan application process, said card shall automatically be charged on the due date. Several days prior to this charge, the interested party shall be informed by email and SMS, indicating the due date of the loan, to ensure there is a sufficient balance in the account to make the reimbursement. Under no circumstances shall Lender save the details of said card.

Furthermore, on accepting this document, the Borrower expressly authorises the Lender, after the Expiry Date and until the effective payment date of the Total Amount Owing and any other corresponding sum according to the Agreement, to issue any appropriate debit orders on the debit card provided by the Client for the total or partial sum of the total amount owing until it has been fully paid, including capital, ordinary and default interest, and any expenses accrued, where applicable, until the effective payment date to the Lender.

9.3. Where not paid on the expiry date, the Loan shall be returned by bank transfer to the account indicated by the Lender, ~~or~~ by a cash deposit using the debit card, specifying the reference of the Loan that has been reimbursed. The bank card payment service can be processed through the company Paymatico Payment Institution, S.L.U., the system of which can be consulted on the website and is clearly indicated before it is used.

9.4. Payment shall be considered made once it is recorded as received in the Lender's bank account.

9.5. Where the Lender receives a deposit that it is unable to identify, this deposit shall not be considered effective until it has been identified.

9.6. Not having received information on the payment obligation issued by the Borrower for any reason does not free the Borrower from the obligation to make the payment on the agreed date. Where the Borrower does not receive the invoice or replacement document within the two (2) Working Days after payment of the Loan, he/she must inform the Lender of such.

9.7. The invoices or replacement documents, where applicable, shall always be sent in line with the provisions of Royal Decree 1619/2012 of 30 November approving the Regulation governing invoicing obligations, and shall be sent as soon as they are issued.

Article 10. Early Payment

The Loan Applicant is entitled to return the Loan before the agreed expiry date without incurring any additional cost.

Article 11. Loan Duration

The Loan shall have a duration of seven (5) to thirty (62) calendar days as of receipt by the Lender of the Loan Decision. Where said payment date falls on a day considered a non-working day, payment must be made on the Working Day that falls immediately afterwards.

Article 12. Extension of the Loan Period

12.1. On the Loan expiry date, the Borrower may choose either to return the Loan or extend its repayment period. The client may extend the Loan period for a maximum of one hundred and

eighty (180) calendar days as of the date on which the Loan granted to the Borrower would have expired.

The client shall be informed of the limit to the extension period during the contractual relationship, if this option has been contracted, in order to remind him/her of the short-term nature of the microloan, which we at MoneyMan insist upon.

12.2. The costs of extending the term of the Loan will be those deducted from the simulator on the Website and shown to the Borrower, as well as the new expiry date of the loan, before the contract is taken out.

When the Borrower requests the extension of the Loan term, the amount corresponding to the fees for said extension must be paid into the bank account indicated by the Lender. At the end of the extension period, the Borrower must pay the amount of the Loan requested into the Lender's bank account.

Article 13. Receipt of Payment

13.1. In cases where the Borrower does not return the loan in the period stipulated, the Loan shall be managed by the Lender's Debt Collection Department. The Lender shall inform the Borrower of such at that time by email, text message and/or post and by telephone on the number provided by the Borrower to the Lender, when the Loan was arranged. Where it is not possible to contact the Borrower using these means, any other medium shall be used that is deemed appropriate in order to correctly manage payment.

13.2. Where payment is not made within the period established and the foreseen requirements are not met, the Borrower gives his/her prior and informed consent to receive automated calls and communications without human involvement on the telephone number(s) provided.

13.3. Where, within the period of thirty (30) days as of the expiry date of the debt acquired, it has not been paid by the Borrower, the Lender shall be entitled to communicate the Borrower's details to information files regarding financial and credit solvency, according, in all cases, to the requirements set forth for the inclusion of data, and previously notifying the Borrower of such.

Article 14. Penalties for Non-Payment and Arrears

14.1. When due, the non-payment of any amount made available by way of the Loan and all processing and management costs shall authorise the Lender to demand an arrears penalty of 1,3% of the unpaid amount a day from the Borrower, as well as the unpaid amount, as of the third day, plus a €30 debt claim commission payable just once on the calendar day following the date of non-payment. In addition to this, it may demand all expenses arising from non-payment of the loan, including those necessary when processing payment recovery and, regardless of any other consequences that may arise from non-payment, the inclusion of his/her details in financial and credit solvency files, according to the provisions of Article 38 on requirements for the inclusion of data of Royal Decree 1720/2007 of 21 December approving the Regulation implementing the 15/1999 Data Protection Act of 13 December.

14.2. Any amount that the Lender receives, once the Loan has expired, shall firstly be attributed to the Loan, i.e. the capital and interest and/or management costs, which form the subject matter of the agreement signed and, secondly, any corresponding non-payment penalty.

Article 15. Right of Withdrawal

15.1. The Borrower shall be given a period of fourteen (14) calendar days as of the date of issue of the Loan Decision to withdraw from the Loan without having to give reasons and without any

kind of penalty being applied. This right may not be exercised if the Loan has been fully executed by both parties on express request by the Borrower.

15.2. The Borrower shall inform the Lender of his/her intention to exercise the right of withdrawal through the same Remote Service procedure as that used when arranging the Loan. Furthermore, said information must be given through a procedure that leaves a record of the notification in any manner accepted by law.

15.3. The notification must be duly signed and indicate the full name of the Borrower, his/her national ID number or foreigners' ID number, with an attached copy thereof, and the issue date of the Loan Decision. This information is solely required in order to correctly identify the client. This identification requirement must never limit the right of withdrawal.

15.4. The Borrower must return to the Lender any amount received from it before exercising his/her right of withdrawal, as well as any interest and/or management expenses accumulated on said capital between the effective date of the Loan and the capital reimbursement date, according to the agreed debit interest rate. These amounts must be returned to the Lender as soon as possible and, in all cases, within thirty (30) calendar days as of the date of notification of withdrawal.

Article 16. Personal Data Protection

16.1. With the Consent of the Loan Applicant, regardless of the Loan Decision, the Borrower declares to be informed and aware and expressly authorises the Lender:

- (a) To collect information relating to his/her credit background and positions of risk from companies providing information services on financial and credit solvency (more specifically, the Asnef-Equifax Credit Service) for the analysis and, where applicable, granting, monitoring and control of the financing requested, and to fulfil any legal obligations. The Borrower is informed that, in the event of non-payment within the period established, and having met the necessary legal requirements and made the appropriate notifications, his/her Personal Details may be given to the Asnef-Equifax Credit Service with registered offices at C/ Albasanz, 16, 28037, Madrid.
- (b) To include the Borrower's personal data in the CLIENTS file listed with the General Registry of the Spanish Data Protection Agency and for its use and processing for the control, management, maintenance and execution of his/her Loan Application and/or Loan. The Borrower may exercise his/her rights to access, rectify, oppose and cancel to IDFinance Spain, S.A.U., with Spanish tax identity number A66487190, with registered offices at Moià, 1, 1^o, Barcelona, or by sending an email to dpd@moneyman.es, attaching a photocopy of his/her national identity document or equivalent identity document.
- (c) To process the data for the implementation of commercial, advertising and promotional activities and communications via any traditional medium or via the sending of emails and messages through any system, including text messages, MMS, etc. by the Lender that include information on products and services sold by the Lender, such as special promotions, including client loyalty programmes. In the case of electronic commercial communications, express prior consent shall be requested by ticking the corresponding check box on the website. In all cases, the Borrower may oppose the sending of these commercial communications by sending an email to arco@moneyman.es, attaching a photocopy of his/her national identity document or equivalent identity document for correct identification purposes.
- (d) To transfer the personal data in order to improve the service we offer, respecting the legal precepts with regard to its storage and treatment, and according to the provisions of our Privacy Policy. MoneyMan partners have our full trust and take data protection law into

account when doing business. You can request further information on them at arco@moneyman.es.

15.2. The use of cookies is required to use the website. Cookies are used to improve the browsing experience, manage the contents of loan applications and offer personalised advice or offers. If required, Borrowers may configure their browser so that they receive an on-screen alert, when a cookie is received, and to prevent cookies from being installed on their hard drive. We recommend you consult the browser instructions and manuals for further information.

Article 17. Other Provisions

17.1. The Borrower must inform the Lender of any changes to the information provided in the Loan Application.

17.2. The Lender is entitled to fully or partially transfer his contractual position to a third party, which assumes the rights thereof, as established in Article 31 of Law 16/2011 of 24 June on consumer credit agreements, following notification of said transfer by email, text message or post, and the Borrower may impose the same exceptions on said third party as would have been imposed on us. The Borrower may not transfer his/her contractual position.

Article 18. Notifications

Notifications between the Parties that must be made as a result of the provisions of these General Conditions or of the Loan agreement shall be made in writing and shall be valid, if made by registered post with acknowledgement of receipt, by fax or by email to the addresses indicated below for each Party:

Borrower: that indicated on the Loan Application.

Lender:

Address: C/ Moià, 1, 1º. 08006 Barcelona.
Email: info@moneyman.es
Telephone: 937227354

Article 19. Applicable Law and Jurisdiction

These General Conditions are governed by Spanish law. In order to solve any disputes and waiving any other applicable law, the Parties, at their discretion, are subjected to the local courts and tribunals of the Borrower. Furthermore, as a member of AEMIP and under the terms of its Code of Good Practice, in the event of disputes relating to online contracting and advertising, data protection, protection of minors and accessibility, the user may resort to the AEMIP out-of-court dispute resolution system (<https://www.aemip.es/agentesdelegados/>).