

Multitude Bank – Clauzele standard ale Contractului de Credit aplicabil clientilor din Romania. Aceste Clauze standard se aplica contractelor de credit incheiate intre Multitude Bank p.l.c. si clientii sai care locuiesc in Romania.

1. Detaliile Ferratum

1.1. Nume: Multitude Bank p.l.c. (“Ferratum”)

1.2. Nr. inregistrare: C 56251

1.3. Nr. licenta: C 56251

1.4. Adresa: ST Business Centre 120 The Strand, Gzira GZR1027 Malta

1.5. Adresa email: clienti@ferratumbank.ro

1.6. Activitati acoperite de licenta: activitati bancare, servicii de plata (asa cum sunt definite in Legea institutiilor financiare), emiterea si administrarea altor mijloace de plata (altele decat serviciile de plata definite mai sus), garantii si angajamente, tranzactionare in cont propriu in instrumente pe piata monetara, schimb valutar, servicii financiare la termen si optiuni financiare, instrumente de schimb si de rata a dobanzii, valori mobiliare transferabile si orice alte activitati pe care Ferratum poate fi autorizata sa le desfasoare periodic.

1.7 Ferratum este reglementata de: Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta; +356 2144 1155; <https://www.mfsa.com.mt/contact/> si este inregistrata in Romania cu codul fiscal 43678318 emis la 04.02.2021.

1.8 Ferratum are obligatia de a va informa corect si transparent cu privire la caracteristicile esentiale ale produselor si serviciilor oferite, inclusiv costurile totale ale Creditului si consecintele neefectuării platii, precum si despre efectele speciale pe care le pot avea asupra situatiei dumneavoastra. Aceste informatii sunt incluse in Contractul de credit si/sau SECCI (Informatii Standard la nivel European privind Creditul pentru Consumatori).

2. Definitii

2.1. Cont – contul dvs. personal de utilizator pe care il puteti accesa de pe pagina web.

2.2. Credit – capital de credit utilizat in temeiul prezentului Contract de Credit.

2.3. Contract de Credit – un acord-cadru incheiat intre dvs. si Ferratum, care reglementeaza o facilitate de credit revolving pentru perioada indicata in Clauzele specifice si va include: Clauzele specifice ale Contractului de credit care vi se aplica, aceste Clauze standard, inclusiv orice lista de comisioane atasata aici, SECCI si orice Factura neplatita si orice modificare a acesteia care se face in conformitate cu aceste Clauze standard.

2.4. Limita de Credit – suma maxima pe care o puteti trage in orice moment conform Contractului de Credit, astfel cum a fost stabilita de Ferratum in urma unei evaluari a bonitatii.

2.5. Scadenta – data pana la care Suma Minima de Plata trebuie restituita in fiecare luna, dupa cum se prevede in Clauzele specifice.

2.6. Ferratum – institutia de credit indicata in clauza 1 de mai sus, denumita si **Creditor**.

2.7. Factura - documentul care se elibereaza la fiecare treizeci (30) de zile. Factura include (i) perioada de tranzactie la care se refera, (ii) soldul datorat din perioada de tranzactie anterioara, (iii) sumele si datele de trageri si rambursari efectuate in perioada de tranzactie relevanta, (iv) soldul curent datorat, (v) dobanzi datorate (nominale si penalizatoare, daca exista) (vi) comisioane si speze datorate, daca exista si data scadentei acestora (vii) Suma Minima de Plata; (viii) si Scadenta pentru perioada de tranzactie curenta. Pana la rambursarea sumelor de platit asa cum se indica in aceste Clauze standard, Factura face parte integranta din Contractul de Credit. Factura va reflecta sumele datorate Ferratum la data anterioara datei la care a fost emisa.

2.8 Suma Minima de Plata - suma minima a creditului si a dobanzii nominale platibile de dvs. lunar pana la fiecare scadenta, asa cum este indicat in Clauzele specifice.

2.9. Persoana expusa politic: o persoana fizica careia i-a fost incredintata o functie publica proeminenta (inclusiv functionar superior guvernamental, sef al unitatii administrative de stat (municipalitate), sef guvern, ministru (ministru adjunct), secretar de stat sau alt functionar de nivel inalt in unitatea administrativa a Guvernului sau a statului (municipalitate), membru al Parlamentului, membru al conducerii partidului politic (consiliu director), judecator la Curtea Constitutionala, instanta suprema sau instanta de alt nivel (membru al instantei), membru al consiliului sau al consiliului de administratie al institutiei superioare de audit, membru al consiliului director sau al consiliului de administratie al bancii centrale, ambasador, imputernicit guvernamental, ofiter de rang inalt in fortele armate, membru al consiliului de administratie sau de supraveghere al unei societati pe actiuni, sef al unei organizatii internationale (director, director adjunct) si membru al consiliului de administratie sau o persoana care ocupa o pozitie similara in aceeasi organizatie) si include membrii familiei unei astfel de persoane (inclusiv sotul, echivalentul sotului, copilul, copilul unui sot sau un echivalent al sotului, nepotii, parintii, bunicii si fratii) sau persoane despre care se stie ca sunt apropiati ai unor astfel de persoane, indiferent daca se afla in relatie de afaceri sau intr-o alta relatie stransa (inclusiv o persoana care este asociat intr-o companie a unei astfel de persoane sau un proprietar al unei persoane juridice stabilite in favoarea acestei persoane).

2.10. SECCI – fisa cu Informatiile Standard la nivel European privind Creditul pentru Consumatori, care face parte integranta din Contractul de Credit.

2.11. Clauzele specifice – Clauzele specifice ale Contractului de Credit aplicabil clientilor rezidenti in Romania si care contin datele dvs. personale, supuse modificarilor periodice.

2.12. Clauzele standard – prezentul document, cu toate modificarile valabile, a carui copie este disponibila pe site-ul web, care face parte integranta din Contractul de Credit.

2.13. Pagina web – pagina web a Ferratum la www.ferratumbank.ro

3. Procesul de incheiere a Contractului de Credit

3.1. Pentru a obtine un Credit, trebuie sa aveti un Contract de Credit valabil.

3.2. Pentru a incheia Contractul de Credit, trebuie sa vizitati pagina web (direct sau printr-un intermediar de credit), sa completati si sa trimiteti o cerere. Ferratum va accepta o astfel de cerere numai daca sunteti rezident in Romania, aveti un cod numeric personal romanesc, o adresa inregistrata oficial in Romania, daca indepliniti conditiile politicilor de credit ale Ferratum si sunteti considerat solvabil de catre Ferratum. Puteti solicita companiei Ferratum sa furnizeze gratuit copii ale proiectului contractului de credit si ale tuturor documentelor care fac parte integranta din acesta, inainte de a incheia un astfel de acord, cu exceptia cazului in care Ferratum a decis sa nu incheie un contract de credit cu dvs. Inainte de incheierea Contractului de Credit, veti citi proiectul acestuia (inclusiv SECCI) care va va fi pus gratuit la dispozitie in format de fisier .pdf in timpul procesului de aplicare. In conformitate cu prevederile legale specificate, partile sunt de acord in mod expres ca un Contract de Credit poate fi semnat sau asumat in cat mai multe exemplare distincte, fiecare dintre acestea fiind considerat un original si toate impreuna, constituind un singur acord incheiat electronic, prin mijloace la distanta.

3.3. Incheierea contractului de credit nu va semnifica o aprobare a oricarei cereri individuale de Credit, adica pentru a primi Credit, trebuie mai intai sa trimiteti o cerere in acest sens. O cerere de Credit poate fi depusa impreuna cu o cerere de incheiere a unui Contract de Credit. Mai multe detalii sunt furnizate mai jos in articolul 5 din Clauzele standard.

3.4. Prin trimiterea unei cereri de incheiere a unui Contract de Credit cu Ferratum, recunoasteti, confirmati, garantati si va angajati ca:

3.4.1 ati furnizat informatii adevarate, corecte si complete catre Ferratum si ca veti informa Ferratum cat mai curand posibil si in niciun caz mai tarziu de doua (2) zile lucratoare ori de cate ori exista o modificare a acestor informatii sau in cazul in care observati ca orice informatie transmisa a fost eronata sau altfel neadevarata, incorecta sau incompleta;

3.4.2 aveti o adresa de e-mail functionala;

3.4.3 daca ati furnizat Ferratum detaliile contului dvs. bancar, contul bancar si detaliile auxiliare furnizate Ferratum sunt adevarate si corecte si se refera la un cont bancar detinut in numele dvs. la o banca rezidenta in Romania si/sau intr-un alt stat membru al Uniunii Europene; orice plati si rambursari de Credite se vor efectua printr-un cont detinut in numele dvs. Va obligati sa informati imediat Ferratum cu privire la orice modificare a detaliilor contului bancar furnizat. Recunoasteti si acceptati ca, in cazul modificarii detaliilor contului bancar personal, vi se poate solicita sa verificati aceste detalii in modul solicitat de politicile Ferratum;

3.4.4 ati citit Contractul de Credit inainte de a va obliga sub conditiile acestuia, ati inteles continutul acestuia si ati fost de acord cu prevederile sale.

3.4.5 vi s-a furnizat Contractul de Credit pe un suport durabil, conform legii;

3.4.6 vi s-au furnizat explicatii adecvate privind Contractul de Credit si lamuriri suplimentare, daca au fost solicitate, privind caracteristicile esentiale ale Creditului (inclusiv consecintele nerambursarii la scadenta) care v-au permis sa evaluati daca prezentul Contract de Credit corespunde nevoilor dvs.;

3.4.7 ati incheiat Contractul de Credit din libera vointa si nu ati contractat sub amenintare, constrangere sau in primejdie sau in conditii izbitor de nefavorabile in ceea ce priveste circumstantele dvs. personale si financiare;

3.4.8 nu sunteti o persoana expusa politic (daca nu se declara altfel). De asemenea, va obligati sa informati Ferratum in cazul acestei modificari, respectand intervalul de timp specificat la 3.4.1;

3.4.9 nu obtineti creditul in beneficiul sau in numele altcuiva. In caz contrar, veti informa Ferratum imediat, iar Ferratum poate impune masuri suplimentare de identificare si verificare si poate refuza incheierea Contractului de Credit sau acordarea de Credit ori, daca va decide acordarea Creditului, poate impune conditii suplimentare atat asupra beneficiarului final, cat si asupra dvs.;

3.4.10 inteleteti ca imprumuturile pe termen scurt pot presupune anumite riscuri, deoarece sunt concepute pentru a se potrivi nevoilor de lichiditate pe perioade scurte de timp si pot avea rate ale dobanzii mai mari decat imprumuturile pe termen lung. In consecinta, utilizarea imprumuturilor pe termen scurt pe o perioada lunga de timp si pentru a raspunde nevoilor financiare pe termen lung poate duce la cresterea presiunilor financiare;

3.4.11 ati evaluat necesitatea de a imprumuta fonduri si ati evaluat capacitatea dvs. de a rambursa sumele datorate in conformitate cu Limita de Credit acordata;

3.4.12 veti raspunde pentru orice daune cauzate de incalcarea oricarei garantii continute in aceasta clauza sau a oricareia dintre obligatiile dvs. in temeiul Contractului de Credit.

3.5. Ferratum va avea, inainte de a incheia un Contract de Credit, precum si in orice moment al perioadei de valabilitate a Contractului de Credit, dreptul de a va identifica si a va verifica identitatea, de a solicita alte informatii si/sau documente (inclusiv, dar fara a se limita la angajare, informatii fiscale) si informatii despre circumstantele financiare) de la dvs. si/sau terti (inclusiv, dar fara a se limita la, agentii de rating de credit externe, cum ar fi Biroul de Credite SA si Agentia Nationala de Administrare Fiscala (ANAF)) care ar putea fi relevante pentru Ferratum pentru a lua o decizie in sensul incheierii unui Contract de Credit si/sau acordarii de Credit si/sau majorarii Limitei de Credit si/sau rezilierii Contractului de Credit. Prin incheierea Contractului de Credit, va angajati sa indepliniti toate cerintele Ferratum in conformitate cu aceasta clauza. Confirmati si sunteti de acord ca Ferratum va avea dreptul sa (i) refuze sa

incheie Contractul de Credit sau (ii) sa refuze acordarea Limitei de Credit sau (iii) sa rezilieze un Contract de Credit incheiat cu efect imediat sau (iv) sa refuze majorarea Limitei de Credit in cazul in care Ferratum nu poate obtine informatiile, documentatia sau verificarea pe care le considera necesare sau in cazul in care nu va incadra in politicile de risc ale Ferratum. Documentele prezentate catre Ferratum in conformitate cu aceasta clauza nu vor fi returnate.

3.6. Ferratum pastreaza discretia deplina si absoluta cu privire la incheierea sau nu a Contractului de Credit, indiferent de acceptarea prealabila a cererilor aceluiasi client. In caz de respingere, Ferratum nu este obligat sa dezvaluie motivele respingerii, cu exceptia dispozitiilor de divulgare specificate de lege, inclusiv un refuz care se bazeaza pe rezultatele unei consultari cu o baza de date despre veniturile unei persoane si/sau indeplinire a obligatiilor de plata. In cazul din urma, Ferratum va va informa gratuit, in scris sau la cererea dvs. expresa, in forma aleasa de dvs. si agreeata de Ferratum cu privire la rezultatul consultarii si detaliile bazei de date consultate.

3.7. Ferratum va va informa prin e-mail sau SMS despre decizia sa de a incheia sau nu Contractul de Credit. Contractul de Credit este considerat incheiat atunci cand sunteti informat ca Ferratum a acceptat sa incheie Contractul de Credit.

3.8. Dupa ce ati fost identificat prin masuri de verificare in conformitate cu politicile Ferratum, veti primi un numar de identificare personal (**PIN**) si un cont de utilizator personal (**Cont**) care poate fi accesat de pe pagina web utilizand codul PIN, cu exceptia cazului in care le detineti deja in virtutea produselor sau serviciilor anterior achizitionate de la Ferratum.. Acest lucru nu va semnifica acceptarea cererii de catre Ferratum. Trebuie sa pastrati codul PIN confidential si nu puteti elibera sau dezvalui PIN-ul dvs. altei persoane. Ferratum isi rezerva dreptul de a va suspenda codul PIN si/sau contul fara notificare atunci cand exista o suspiciune rezonabila de utilizare neautorizata a codului PIN si/sau a contului. Vetii fi responsabil pentru daunele produse prin utilizarea PIN-ului dvs., conform prevederilor legale. Trebuie sa contactati Ferratum imediat in caz de pierdere sau daca nu va amintiti codul PIN sau daca credeti ca acesta ar fi devenit accesibil tertilor. Vetii urma instructiunile de pe pagina web pentru a reseta codul PIN. Ferratum va poate solicita sa furnizati detalii personale pentru a va stabili identitatea inainte de a emite din nou un PIN.

3.9. Contractul de Credit va fi furnizat in limba romana si engleza. Textul romanesc va fi obligatoriu din punct de vedere juridic si va prevala. Traducerea in limba engleza este doar pentru informare.

4 Dreptul de retragere

4.1. Aveti dreptul sa va retrageti din Contractul de Credit in termen de 14 zile calendaristice de la incheierea Contractului de Credit sau din ziua in care primiti informatiile obligatorii solicitate in conformitate cu sectiunea 2, capitolul IV din OUG nr. 50/2010, intr-un mediu durabil, in cazul in care ziua aceasta este ulterioara incheierii Contractului de Credit. Nu sunteti obligat sa indicati motivul retragerii.

4.2. Dreptul de retragere poate fi exercitat printr-o simpla notificare care va identificati si va exprimati intentia de retragere. Termenul de 14 zile calendaristice este respectat daca notificarea este expediata in termenul respectiv. Notificarea trebuie facuta in scris sau pe un alt suport durabil si sa furnizeze cel putin urmatoarele informatii (a) numele dvs. si codul personal de identitate, (b) notificarea de retragere, (c) locul si data intocmirii notificarii si (d) in cazul unei notificari trimise prin posta, semnatura dvs. Orice notificare trebuie sa fie livrata la adresa prevazuta in Clauzele specifice sau pe site. Daca nu va exercitati dreptul de retragere, veti ramane in continuare obligati de termenii si conditiile Contractului de Credit. Daca va exercitati dreptul de retragere, se va considera ca prezentul contract nu s-a incheiat.

4.3. In cazul exercitarii dreptului de retragere, veti rambursa Creditul impreuna cu dobanzile nominale datorate asupra acestuia, calculate la rata de dobanda indicata in Clauzele specifice,

din ziua in care ati tras creditul pana la data rambursarii (data la care Ferratum a primit integral rambursarea) fara intarziere nejustificata, dar nu mai tarziu de treizeci (30) de zile calendaristice de la data expedierii notificarii de retragere. Daca nu actionati in conformitate cu prevederile prevazute in aceasta clauza, retragerea va expira.

4.4. Informatiile obligatorii prevazute la clauza 4.1 se refera la urmatoarele informatii care pot fi furnizate in contractul de credit:

4.4.1 tipul de credit;

4.4.2 identitatea si adresa partilor, precum si a oricarui intermediar de credit (daca este cazul);

4.4.3 durata contractului de credit;

4.4.4 valoarea totala a creditului si conditiile care reglementeaza tragerea;

4.4.5 rata dobanzii. Conditiiile care reglementeaza aplicarea ratei dobanzii, formula pentru calcularea ratei imprumutului, precum si termenii, conditiile si procedura de modificare a ratei dobanzii, iar daca se aplica rate diferite in circumstante diferite, se vor include informatiile de mai sus pentru toate ratele aplicabile;

4.4.6 rata dobanzii anuale efective;

4.4.7 suma totala de rambursat;

4.4.8 In ceea ce priveste punctele 4.4.6 si 4.4.7: trebuie mentionata rata dobanzii anuale si indicata suma totala de rambursat, precizand ipotezele care sunt cunoscute la momentul incheierii Contractului de Credit si care sunt utilizate in calculul ratei dobanzii anuale;

4.4.9 orice alte costuri care decurg din Contractul de Credit si conditiile in care aceste costuri pot fi modificate;

4.4.10 suma, numarul si frecventa rambursarilor. Daca sunt planificate plati parțiale, trebuie precizata ordinea in care platile vor fi alocate pentru rambursarea diferitelor solduri restante cu rate diferite ale dobanzii aferente creditului ;

4.4.11 in cazul unei amortizari de capital a Contractului de Credit cu durata determinata, o indicatie a dreptului clientului de a primi gratuit un grafic de rambursare in orice moment, la cerere, pe toata durata Contractului de Credit. Graficul de rambursare indica platile datorate si perioadele si conditiile legate de plata acestor sume; tabelul contine o defalcare a fiecărei rambursari care arata amortizarea capitalului, dobanda calculata pe baza ratei dobanzii si, dupa caz, orice costuri suplimentare; in cazul in care rata dobanzii nu este fixa sau costurile suplimentare pot fi modificate in temeiul Contractului de Credit, graficul de rambursare va indica, in mod clar si concis, ca datele continute in tabel vor ramane valabile numai pana la momentul in care rata dobanzii sau costurile sunt modificate in conformitate cu Contractul de Credit;

4.4.12 rata dobanzii aplicabila in cazul platilor intarziate, dupa cum se aplica la momentul incheierii Contractului de Credit si modalitatile de ajustare a acestuia si, daca este cazul, orice costuri aferente platii cu intarziere;

4.4.13 un avertisment cu privire la consecintele neefectuării platilor la scadenta;

4.4.14 existenta sau inexistentă dreptului de retragere, termenul de exercitare si alte circumstante pentru declararea retragerii si indicarea obligatiei clientului de a rambursa creditul utilizat si de a plati dobanzi; se va indica suma reprezentand dobanda calculata pe zi;

4.4.15 dreptul de rambursare anticipata, dreptul clientului la o reducere a costurilor in cazul rambursarii anticipate, procedura de rambursare anticipata, precum si, dupa caz, informatii referitoare la dreptul creditorului la compensatie si la modul in care aceasta compensatie va fi determinata;

4.4.16 procedura care trebuie urmată pentru rezilierea contractului de credit;

4.4.17 daca exista sau nu un mecanism extrajudiciar de plangere si despagubire pentru client si, daca da, metodele de acces la acesta;

4.4.18 toti ceilalti termeni si conditii relevante pentru Contractul de Credit;

4.4.19 numele si adresa autoritatii competente.

5 Limita de credit, trageri si dobanda nominala

5.1. Dupa ce ati incheiat Contractul de Credit, puteti solicita trageri de credit pana la Limita de Credit prin intermediul Contului. O cerere de Credit se va face pentru cel putin 250 RON.

5.2. Ferratum pastreaza discretia absolutacu privire la acceptarea unei cereri de Credit, chiar daca suma se incadreaza in Limita dvs. de Credit, inclusiv, dar nu limitat la cazurile in care Ferratum considera ca riscul dvs. de neexecutare a obligatiilor dvs. de plata este crescut substantial, daca Ferratum considera ca nu mai corespundeti cu politicile sale de risc, daca este suspectat un risc de frauda sau daca incalcati Contractul de Credit, inclusiv prin intarzierea platii. Suspendarea poate fi ridicata la discretia Ferratum.

5.3. Veti fi informat cu privire la decizia Ferratum de a va aproba cererea de Credit in Contul dvs. dupa ce ati facut cererea de Credit si acordarea va fi evidentiata prin primirea Creditului in contul dvs. bancar sau in alt mod, prin primirea acestuia in numerar dintr-un cont bancar deschis in numele Ferratum la o banca terta (IBAN:RO73RNCB0002167692930006) dupa dovedirea identitatii cu documentul dvs. original de identificare si orice alta dovada de identitate solicitata de o astfel de banca terta parte. Daca nu primiti o astfel de notificare in termen de doua (2) zile lucratoare de la data solicitarii de Credit, solicitarea de credit este considerata respinsa.

5.4. Limita dvs. de Credit este indicata in Clauzele specifice si se bazeaza pe o evaluare a bonitatii. Limita dvs. de Credit poate fi modificata de Ferratum in orice moment, la cererea dvs. sau la initiativa Ferratum; cu conditia ca orice modificare sa tina seama de evaluarea bonitatii dumneavoastra efectuata de Ferratum. Orice majorare a Limitei de Credit va fi realizata prin incheierea unui act aditional la Contractul de Credit. Ferratum va avea dreptul de a efectua o evaluare a bonitatii in orice moment pe durata executarii prezentului Contract de Credit, dar va fi obligat sa efectueze o astfel de evaluare cel putin o data la cinci ani, in cazul in care Contractul de Credit este reinnoit. Ferratum va actualiza informatiile financiare disponibile si va evalua bonitatea dumneavoastra inainte de a aproba orice crestere semnificativa a Limitei de Credit. Cresterea semnificativa inseamna o crestere de peste 15% din Limita de Credit aprobata. Evaluarea bonitatii va fi efectuata de Ferratum pe baza reglementarilor si politicilor sale interne. In cazul in care Limita dvs. de Credit este redusa, trebuie sa platiti catre Ferratum suma care depaseste valoarea noii Limite de Credit pana cel tarziu la data indicata in factura dupa o astfel de reducere.

5.5. Ferratum va percepe dobanzi nominale pentru acordarea creditului la rata indicata in Clauzele specifice. Dobanda nominala va fi perceputa din ziua in care primiti creditul in contul dvs. bancar sau il retrageti in numerar, asa cum s-a indicat mai sus, pana la rambursare. In cazul in care Scadenta cade intr-o zi nelucratoare, aceasta va fi platita in ziua lucratoare urmatoare. Celelalte comisioane vor fi platite in conformitate cu prevederile Contractului de Credit sau asa cum este indicat pe factura, daca in Contractul de Credit nu este prevazut nimic in ceea ce priveste termenii de rambursare. Ferratum va avea dreptul de a colecta Comisionul unic, asa cum se specifica in Anexa 1, pentru serviciile furnizate la solicitarea dvs. expresa, daca exista. Orice plata se efectueaza fara deduceri legate de despagubiri, creante, impozite sau taxe.

5.6. In scopuri promotionale, Ferratum poate reduce sau renunta la dobanda nominala platibila daca indepliniti termenii si conditiile speciale aplicabile promotiei.

5.7. Aveti dreptul de a primi, la cerere, un extras de cont sub forma unui tabel de amortizare (grafic de rambursare), pe hartie sau alt suport durabil, conform deciziei dvs., gratuit, in orice moment pe durata valabilitatii Contractului de Credit. Tabelul de amortizare indica platile datorate, termenele si conditiile legate de plata acestor sume; tabelul contine o defalcare a fiecarei rambursari care arata amortizarea capitalului, dobanda calculata pe baza ratei aplicabile si, dupa caz, orice costuri suplimentare.

6. Transferul Creditului

6.1. Ferratum va plati creditul in termen de doua (2) zile lucratoare de la primirea cererii de Credit, cu exceptia cazului in care exista un motiv de refuz al acestei cereri. Platile vor fi efectuate fie in contul dvs. bancar personal, fie, la alegerea dvs., intr-un cont bancar detinut in numele Ferratum la o banca terta (IBAN RO73RNCB0002167692930006) si din care puteti retrage Creditul in numerar, dupa furnizarea de dovezi privind identitatea dvs. cu undocument de identificare in original si orice alta dovada de identitate solicitata de o astfel de banca terta parte. Ferratum nu va fi raspunzatoare pentru intarzierile cauzate de furnizorii de servicii terti.

7. Rambursare

7.1. Sumele care trebuie rambursate catre Ferratum sunt indicate in factura dvs. Neprimirea facturii nu va scuteste de obligatia de a rambursa sumele datorate. In cazul in care factura nu este primita in termen de cincisprezece (15) zile calendaristice de la data la care urmeaza sa fie emisa, veti notifica Ferratum.

7.2. Veti rambursa cel putin Suma Minima de Plata pana la data scadentei. In plus, veti rambursa toate comisiunile si spezele, precum si dobanzile penalizatoare pana la data scadenta indicata in factura. Puteti rambursa o suma mai mare in orice moment, fara costuri suplimentare, utilizand aceeasi procedura de rambursare, astfel cum este indicat in aceasta clauza. Intr-un astfel de caz, puteti solicita companiei Ferratum informatii cu privire la suma datorata, indicand data intentionata a rambursarii cu cel putin cinci (5) zile calendaristice in avans. Ferratum nu va percepe niciun comision pentru rambursarea anticipata. Ferratum va raspunde in termen de doua (2) zile lucratoare de la transmiterea cererii, indicand suma datorata la data indicata a platii. Orice sume platibile catre Ferratum trebuie rambursate in leu romanesc (RON). In caz contrar, veti acoperi toate costurile legate de schimbul unei astfel de valute in leul romanesc (RON).

7.3. Veti rambursa (i) prin cont, daca aceasta posibilitate este oferita de Ferratum sau (ii) prin transfer bancar intr-un cont indicat de Ferratum in factura sau (iii) in numerar, prin depunerea sumei datorate in contul Ferratum, in ambele cazuri (ii) si (iii) utilizand numarul de referinta de rambursare specificat in Clauzele specifice la detaliile tranzactiei sau scanand codul de bare din factura sau (iv) utilizand optiunile de plata oferite atunci cand faceti clic pe linkul de plata pe factura electronica sau SMS-ul trimis de Ferratum, daca o astfel de posibilitate este oferita de Ferratum. Daca nu respectati instructiunile si Ferratum nu este in masura sa coreleze plata la Contractul dvs. de Credit, atunci se considera ca plata nu a fost primita si veti fi obligat sa achitati penalitatile de intarziere. Veti rambursa sumele datorate printr-un cont bancar detinut in numele dvs. pe cheltuiala dvs. sau in numerar de la o banca care opereaza in Romania si care permite plati catre conturile bancare Ferratum sau printr-un aparat multifunctional operat de o astfel de banca. Ferratum isi rezerva dreptul de a refuza plata efectuata prin alte mijloace si se va considera ca nu ati efectuat nicio plata.

7.4. Alternativ, vi se poate cere sa completati un ordin de debitare directa si/sau permanent si/sau un ordin de plata recurent pentru platile periodice convenite. Intr-un astfel de caz, Ferratum isi rezerva dreptul de a respinge orice plata care nu este efectuata in acest mod, pe cheltuiala dumneavoastra. Ferratum poate, fara a aduce atingere oricarei date de expirare intermediare, sa continue sa prezinte debite directe/ordine cu valabilitate continua/ordine de plata recurente pentru sumele de plata periodice convenite, pana la restituirii sumei totale datorate.

7.5. Se considera ca orice suma a fost rambursata atunci cand este primita in contul bancar al Ferratum. Spezele impuse de institutia dvs. financiara/de credit pentru transfer vor fi suportate de dvs. Ferratum va va trimite gratuit o confirmare prin SMS pentru fiecare rambursare.

7.6. In cazul platilor, ordinea de alocare va fi urmatoarea: costuri de executare, taxe de inregistrare si taxe pentru stingerea inregistrarii garantiilor mobiliare stabilite in temeiul

prezentului Contract de Credit in/din Arhiva electronica de garantii reale mobiliare, comisioane, penalitati de intarziere, dobanda nominala restanta, , dobanda nominala curenta, creditul restant din lunile anterioare si restul de credit datorat.

7.7. Puteti solicita Ferratum sa reduca Suma Minima de Plata la zero (0) nu mai mult de doua (2) ori consecutiv in orice perioada de douasprezece (12) luni, daca ati rambursat Suma Minima de Plata pana la data scadentei cel putin de patru (4)ori consecutiv inainte de a trimite cererea dvs. pentru acest serviciu. Dobanzile vor continua sa se acumuleze in aceasta perioada. Cererea va fi facuta conform celor transmise de catre Ferratum si va fi supusa unor termeni si conditii care va vor fi aduse la cunostinta in prealabil. Ferratum va poate respinge cererea in orice moment si din orice motiv, avand in vedere faptul ca serviciul este suplimentar, nu este considerat esential pentru Contractul de Credit si este acordat fara costuri suplimentare pentru dvs. Cererea trebuie sa ajunga la Ferratum cu cel putin cincisprezece (15) zile inainte de data limita respectiva. Ferratum nu va percepe Comision unic pentru acest serviciu.

7.8 Clauza 7 va supravietui incetarii Contractului de Credit.

8. Consecintele intarzierii si alte motive pentru retragerea anticipata a creditului

8.1. Daca nu platiti integral Suma Minima de Plata pana la data scadentei, veti fi considerat in intarziere fara a fi necesara nicio alta formalitate si veti plati penalitati de intarziere la rata indicata in Clauzele specifice pentru suma restanta, din ziua in care plata se datoreaza pana la rambursarea integrala a sumei restante. Penalitatile de intarziere se vor achita la data scadentei indicata in factura. Ferratum va avea dreptul sa ia toate masurile legale necesare pentru recuperarea sumelor datorate de dvs..

8.2. Ferratum are dreptul de a declara scadenta anticipata si de a solicita rambursarea pentru intregul credit, inclusiv dobandile si cheltuielile, daca data scadenta este depasita cu cel putin 90 de zile, indiferent de valoarea sumei restante.

8.3. Ferratum va avea dreptul sa solicite despagubiri pentru toate daunele efective, costurile si impozitele suportate pentru colectarea sumelor restante, inclusiv recuperarea platilor efectuate catre recuperatorii de creante, cu conditia ca, in acest din urma caz, suma perceputa dvs. sa nu depaseasca suma maxima permisa de lege (daca este cazul). Suntetii de acord ca o astfel de suma va fi colectata de la dvs. in mod direct sau prin intermediul recuperatorilor de creante, fara a fi necesara interventia instantei sau a justitiei.

8.4. Suntetii de acord ca, in cazul nerespectarii obligatiilor asumate de dvs. in temeiul prezentului Contract de Credit, Ferratum va poate trimite informari, notificari de plata, citatii, precum si notificari catre angajatorul declarat. Ferratum poate, in caz de intarziere a platii, sa va inregistreze ca rau platnic in registrele de informatii de credit, cum ar fi Biroul de Credite S.A. si / sau la Centrala riscurilor de credite.

8.5. In plus fata de penalitati si alte costuri, neefectuarea platilor la scadenta poate duce, de asemenea, la scadenta anticipata a sumelor datorate in temeiul Contractului de Credit, incetarea Contractului de Credit, inregistrarea dvs. ca debitor rau platnic in bazele de date, ceea ce poate afecta negativ ratingul dvs. de credit, devenind dificil sau mai scump pentru dvs. sa obtineti un imprumut in viitor si putand atrage actiuni judiciare impotriva dvs.

8.6. Vetii notifica imediat Ferratum in cazul unei modificari negative a situatiei dvs. financiare si a oricarei schimbari de domiciliu, stare civila, restrictionarea capacitatii dvs. legale.

8.7. In afara de situatia specificata mai sus si in clauza 3.5 a acestor Clauze standard, Ferratum poate declara Creditul ca fiind complet datorat si platibil in urmatoarele cazuri:

8.7.1. cazuri in care ati furnizat companiei Ferratum informatii incorecte care ar fi putut afecta decizia de acordare a Creditului sau termenii si conditiile Creditului sau in care Ferratum nu primeste informatiile sau documentatia solicitate; sau

8.7.2. in cazul in care ati incalcat garantiile acordate sau astfel cum este prevazut in clauza 3.4 din Clauzele standard; sau

8.7.3. in cazul in care ati comis o incalcare a termenilor sau conditiilor prezentului Contract de Credit sau a oricarui alt acord intre parti care nu poate fi remediat; sau

8.7.4. in cazul in care ati comis o incalcare a termenilor si conditiilor prezentului Contract de Credit, care poate fi remediat si care nu a fost remediat intr-un termen rezonabil acordat de Ferratum, care nu poate fi in niciun caz mai mic de trei zile lucratoare.

8.7.5. daca, in urma modificarilor legislative, nu mai indepliniti noile conditii pentru a fi debitor si, prin urmare, nu puteti fi retinut drept client de catre Ferratum; sau

8.7.6. a fost introdusa/pronuntata orice actiune judiciara, decizie de sechestru, executare silita sau actiune similara impotriva dvs.; sau

8.7.7. daca exista o schimbare semnificativa in situatia activelor sau in situatia dvs. financiara, care ar afecta capacitatea dvs. de a respecta obligatiile asumate in temeiul Contractului dvs. de Credit; sau

8.7.8 utilizati suma creditului in alte scopuri decat cel specificat in prezentul Contract de Credit (Ferratum are dreptul de a verifica modul in care a fost utilizat creditul).

8.8. In cazul neindeplinirii obligatiilor asumate (conform clauzelor 8.2 si 8.7 din prezentul document) sau in caz de deces:

8.8.1. Veti fi in intarziere de plata in conformitate cu legea, fara a fi necesara notificarea prealabila sau finalizarea altor formalitati;

8.8.2 Soldul datorat in temeiul prezentului Contract de Credit va deveni imediat scadent si va fi platit de dvs. sau de succesorii dvs.;

8.8.3. Dvs. sau succesorii dvs. veti plati toate costurile, impozitele, taxele, comisioanele si alte sume datorate in conformitate cu termenii prezentului Contract de Credit;

8.8.4. Ferratum va poate impune penalitati de intarziere percepute pe baza unui procent fix, conform indicatiilor din clauza 6 (xiii) din Clauzele specifice.

8.9. Clauza 8 va supravietui incetarii Contractului de Credit.

9. Procesarea datelor cu caracter personal

9.1. Recunoasteti ca Ferratum va colecta si prelucra datele dvs. personale continute intr-un fisier de date cu caracter personal in conformitate cu Principiile de prelucrare a datelor personale ale clientilor care sunt publicate pe site-ul web, precum si pe baza consimtamantului dat pentru o astfel de prelucrare, atunci cand acest lucru este cerut de legea aplicabila. Veti informa Ferratum imediat si in termen de cel mult doua (2) zile lucratoare daca a existat o modificare a datelor furnizate catre Ferratum.

9.2. Declarati ca sunteti la curent cu drepturile prevazute de Regulamentul (UE) 2016/679 („GDPR”) al Parlamentului European si al Consiliului din 27 aprilie 2016 privind protectia persoanelor fizice in ceea ce priveste prelucrarea datelor cu caracter personal si libera circulatie a acestor date si Legea nr.129/2018 pentru modificarea si completarea Legii nr.102 / 2005 privind infiintarea, organizarea si functionarea Autoritatii Nationale pentru Supravegherea Prelucrarii Datelor cu Caracter Personal precum si pentru abrogarea Legea nr.667/2001 pentru protectia persoanelor cu privire la prelucrarea datelor cu caracter personal si libera circulatie a acestor date (dreptul la informare, dreptul de acces la date, dreptul de a interveni asupra datelor, dreptul de opozitie, dreptul de a nu fi supus unei decizii individuale automatizate, inclusiv profilarea, dreptul de a depune o plangere in fata unei instante de judecata).

10. Notificari si comunicari

10.1. Prin incheierea Contractului de Credit, sunteti de acord ca toate notificarile relevante si alte comunicari, emise in temeiul sau in legatura cu prezentul Contract de Credit, inclusiv documente, notificari si informatii in legatura cu incheierea, executarea si rezilierea acestui Contract de Credit, va pot fi trimise electronic prin intermediul unei comunicari convenite in acest scop inclusiv prin intermediul Contului, prin e-mail, telefon sau prin intermediul

sistemului de mesagerie scurta, a aplicatiilor mobile sau a altor mijloace de comunicare convenite in acest scop sau prin posta. In cazul in care legea impune acest lucru, comunicarea va va fi trimisa pe un suport durabil sau prin posta. Anunturile livrate in modul mentionat anterior sunt considerate primite la aceeasi data la care v-au fost trimise, cu exceptia oricaror comunicari trimise prin posta care se considera primite la sapte (7) zile calendaristice dupa ce au fost trimise. Orice modificare a adresei de e-mail sau de comunicare, a numarului de telefon sau a datelor de contact care nu sunt notificate nu vor fi opozabile Ferratum, iar Ferratum este scutita de orice raspundere rezultata din continuarea comunicarii la adresele/numerele initiale cunoscute sau avand in vedere datele pe care le-ati pus la dispozitie.

10.2. Pe durata executarii prezentului Contract de Credit, partile vor comunica intre ele in limba romana sau in limbile engleza si romana.

11. Jurisdictie si legislatia in vigoare

11.1. Contractul de Credit si relatia de afaceri dintre dvs. si Ferratum vor fi guvernate de legea romana. Informatiile au fost furnizate in temeiul legislatiei romane.

11.2. Puteti initia proceduri impotriva Ferratum in statul membru al Uniunii Europene in care sunteti domiciliat sau in tara de stabilire a Ferratum. Ferratum poate initia proceduri impotriva dumneavoastra in statul membru al Uniunii Europene in care sunteti domiciliat. Ambele parti pot introduce o cerere reconventionala in instanta in care cererea initiala este in curs. Aceasta prevedere va supravietui incetarii Contractului de Credit.

12. Reclamatii

12.1. In cazul in care aveti plangeri, aveti dreptul sa le depuneti direct la Ferratum, utilizand datele de contact furnizate in Contractul de Credit sau pe site-ul web. Reclamatii se solutioneaza prin negocieri. Vetii depune reclamatia in scris (inclusiv e-mail), specificand in aceasta: (a) numele si prenumele dvs., codul numeric personal, adresa locului de resedinta si informatiile de contact; (b) data depunerii scrisorii de reclamatie si (c) natura conflictului, cererea dvs. si motivarea acesteia. Vetii anexa copii ale documentelor care atesta tranzactia, precum si alte documente care justifica reclamatia (daca este posibil). O reclamatie transmisa electronic nu necesita o semnatura. Ferratum va confirma primirea reclamatiei in termen de doua (2) zile lucratoare si va va oferi un raspuns (prin e-mail sau posta) in termen de cincisprezece (15) zile lucratoare de la data primirii depunerii. In cazul in care Ferratum nu poate raspunde in termen de cincisprezece (15) zile lucratoare, Ferratum va va informa fara intarziere, specificand un termen rezonabil in care va fi furnizat raspunsul si motivul intarzierii. In cazul in care Ferratum va respinge solicitarea, aceasta va furniza motive pentru refuz. Daca Ferratum nu ofera un raspuns in termenul specificat la prezenta clauza, se va considera ca Ferratum a respins solicitarea dvs.

12.2. De asemenea, aveti posibilitatea de a depune o reclamatie la oricare dintre urmatoarele entitati: (1) Autoritatea Nationala pentru Protectia Consumatorilor, cu sediul in Bucuresti, Blvd. Aviatorilor nr. 72, sector 1, cod postal 011865 si/sau (2) Centrul pentru solutionarea alternativa a litigiilor in domeniul bancar, cu sediul pe Str. Sevastopol nr. 24, etajul 2, sector 1, Bucuresti si/sau (3) in scris, la Colegiul arbitrilor pentru servicii financiare, la adresa: Colegiul arbitrilor pentru servicii financiare, etajul 1, Pjazza San Kalcidonju Floriana FRN 1530, Malta sau www.financialarbiter.org.mt. Oricare dintre aceste entitati poate solicita sa formulati reclamatii catre Ferratum inainte de a depune o reclamatie la acestea.

13. Amendamente

13.1. Ferratum va avea dreptul sa modifice aceste Clauze standard si sa revizuiasca Costurile (Anexa 1) la discretia sa. Cu toate acestea, astfel de modificari se aplica Contractului de Credit existent numai daca modificarea se datoreaza modificarilor impuse de legislatie. Vetii fi

notificat cu privire la orice modificare printr-o notificare semnata si datata, care include numarul de inregistrare acordat de Ferratum, fie prin mijloace electronice, fie pe un alt suport durabil si care va este trimis cu cel putin 30 de zile in avans, cu exceptia cazului in care legea intra in vigoare cu o perioada de preaviz mai scurta. Vetii putea incheia actul aditional furnizat de Ferratum indicand acceptarea noilor conditii in termen de 15 zile de la primirea notificarii. Puteti refuza modificarile propuse prin rezilierea Contractului de Credit inainte ca modificarile sa intre in vigoare. In acest caz, vi se poate cere sa rambursati toate sumele datorate in temeiul Contractului de Credit inainte de data rezilierii. Daca nu indicati refuzul sau nu denuntati Contractul de Credit, modificarea Contractului de Credit se va face pe baza notificarii si va fi considerata ca acceptare tacita (a modificarilor impuse de legislatie).

13.2. Cu exceptia celor prevazute in aceasta clauza, orice modificare a Contractului de Credit va fi incheiata prin intermediul unui act aditional acceptat de ambele parti.

14. Raspundere si forta majora

14.1. Obligatiile unei parti in ceea ce priveste prezentul Contract de Credit vor fi suspendate pentru o perioada in care acea parte este impiedicata sa respecte obligatiile mentionate din cauza fortei majore, cu conditia ca aceasta parte:

- (a) sa fi notificat celeilalte parti existenta unei astfel de forte majore,
- (b) sa faca tot ce ii sta in putinta pentru a se conforma obligatiilor din termenii Contractului de Credit, fara a aduce atingere existentei fortei majore; si
- (c) sa isi indeplineasca obligatiile odata ce evenimentul de forta majora a incetat sa existe, in termenul specificat de cealalta parte.

14.2. Pentru evitarea oricarui dubiu, forta majora va suspenda obligatia unei parti numai in masura in care este imposibil ca partea sa indeplineasca acelasi lucru si in niciun caz nu va scuti aceasta parte de obligatia de a indeplini alte obligatii in temeiul Contractului de Credit. Forta Majora reprezinta un eveniment imprezibil si care nu poate fi controlat de parti, de ex. greva, restrictie legislativa impusa de Guvern sau de o autoritate a UE, sabotaj, rascoala, calamitati naturale sau circumstante similare care cauzeaza imposibilitatea indeplinirii obligatiilor care decurg din Contractul de Credit, dar nu va include incetarea contractului de munca sau alte conditii care va afecteaza capacitatea de a rambursa sumele datorate catre Ferratum. Orice alta pierdere sau paguba care a survenit ca urmare a incapacitatii Ferratum de a-si indeplini obligatiile pe motiv de Forta Majora nu va fi reparata de Ferratum daca Ferratum a actionat cu diligenta medie.

14.3 Cu exceptia pagubelor cauzate de moarte, vatamari corporale si sanatatii, Ferratum va fi raspunzatoare doar pentru neglijenta grava sau abateri deliberate in indeplinirea atributiilor sale in temeiul prezentului Contract de Credit. In caz de neglijenta obisnuita, raspunderea Ferratum se limiteaza la suma daunelor previzibile. Ferratum nu este raspunzatoare pentru orice incalcare a obligatiilor care ii revin in temeiul dispozitiilor prezentului Contract de Credit, daca aceasta situatie este rezultatul direct sau indirect al unor circumstante care nu depasesc controlul Ferratum. Pentru clarificare si sub rezerva constructiei si intretinerii corespunzatoare a sistemelor IT Ferratum, erorile precum perturbarea conexiunii telefonice sau sistemele IT Ferratum, care fac dificila sau imposibila utilizarea serviciilor Ferratum, nu sunt de obicei previzibile.

15. Cesiune

15.1. Ferratum va avea dreptul sa atribuie/transfere/noveze oricare sau toate drepturile si obligatiile sale in legatura cu Contractul de Credit catre o terta parte, in conformitate cu prevederile OUG nr. 50/2010 privind contractele de credit pentru consumatori, cu conditia sa fiti informat despre aceasta cesiune, cu exceptia cazului in care Ferratum continua sa deserveasca Creditul. Aprobarea dvs. nu este necesara pentru ca cesiunea sa opereze,

notificarea prealabila fiind singura formalitate legala necesara. Acordul va fi considerat incheiat in beneficiul cesionarului si va da nastere unei obligatii valabile si executorii pentru un cumparator sau pentru o persoana care preia activele Ferratum, un succesori al Ferratum sau orice cesionar al acestuia.

15.2. Nu veti avea dreptul sa cesionati drepturile si/sau obligatiile cu privire la Contractul de Credit unei terte parti.

15.3 Aceasta clauza va supravietui incetarii Contractului de Credit.

16. Durata si reziliere

16.1. Prezentul Contract de Credit este incheiat pentru o durata de cinci ani si poate fi reinnoit pentru alte perioade ulterioare de cate cinci ani, cu exceptia cazului in care oricare dintre parti transmite celeilalte parti intentia sa de a rezilia contractul de credit, cu o notificare prealabila de 90 de zile. Prin urmare, si pentru evitarea indoielilor, Contractul de Credit va acoperi tot creditul tras de dvs. pe durata valabilitatii sale si va continua sa se aplice cu privire la oricare si toate sumele restante datorate in temeiul prezentului.

16.2. Puteti solicita rezilierea Contractului de Credit in orice moment, printr-o notificare scrisa si semnata catre Ferratum. Cu toate acestea, in cazul unei astfel de cereri, Ferratum poate solicita rambursarea imediata a tuturor sumelor datorate, caz in care aceste sume vor fi considerate imediat datorate si scadente, iar drepturile dvs. de a solicita trageri de credit vor fi suspendate. Obligatiile dvs. in ceea ce priveste Contractul de Credit nu sunt considerate reziliate pana cand nu se ramburseaza toate sumele datorate de dvs. catre Ferratum. In alte cazuri, Contractul de credit poate fi reziliat in conditiile stipulate in Clauzele standard.

16.3. Ferratum va avea dreptul sa declare Creditul scadent anticipat, dupa cum se indica in prezentul Contract de Credit si, prin urmare, sa rezilieze Contractul de Credit in circumstantele specificate astfel. In plus, Ferratum va avea, de asemenea, dreptul de a rezilia Contractul de Credit in mod unilateral, printr-o notificare scrisa, transmisa cu doua luni inainte.

16.4. Contractul de credit poate fi de asemenea reziliat in conditiile stipulate de legislatia in vigoare.

16.5. Pentru evitarea oricarei indoieli, dobanzile si sau penalitatile contractuale vor continua sa se acumuleze pana la rambursarea tuturor sumelor, conform legii. In cazul in care Ferratum are dreptul de a declara Creditul scadent anticipat sau de a rezilia Contractul de Credit, dar nu invoca temeiul scadentei anticipate / rezilierii imediat, in momentul in care i se aduce in atentie, aceasta nu constituie o renuntare la dreptul Ferratum de a invoca astfel de motive si revoca sau rezilia Contractul de Credit la o data ulterioara.

16.6. La reziliere, aveti dreptul de a primi, la cerere si gratuit, un document in format electronic care atesta fie ca toate obligatiile dintre parti au fost indeplinite, fie care sa indice obligatiile contractuale care nu sunt inca indeplinite.

16.7. In cazul rezilierii Contractului de Credit din orice motiv, prevederile prezentului Contract de Credit care, datorita naturii lor, stipuleaza drepturile si obligatiile partilor dupa incetarea Contractului de Credit se vor aplica si dupa rezilierea Contractului de Credit. Aceasta, mai presus de toate, se refera la astfel de dispozitii care determina solutionarea litigiilor dintre parti, obligatiile de rambursare, colectarea si plata sumelor datorate, procedura de calcul si plata a acestor sume si raspunderea partilor si clauza de cesiune.

16.8. Clauza 16 va supravietui incetarii Contractului de Credit.

17. Garantii

17.1 Toate obligatiile dvs. care rezulta din prezentul Contract de Credit, precum si orice cheltuieli legate de recuperarea creditului, dobanzi, penalitati de intarziere, comisioane de orice fel, precum si alte cheltuieli, cheltuieli de judecata, inclusiv cheltuieli de executare, dupa caz,

sunt garantate cu gajul general asupra bunurilor prezente si viitoare si asupra disponibilitatii soldului creditor al conturilor dvs. deschise la orice banca din Romania.

18. Clauze finale

18.1. Ferratum va avea dreptul de a alege sa nu aplice oricare dintre prevederile Contractului de Credit in orice moment si acest lucru nu va fi interpretat ca o renuntare la o astfel de prevedere si nu va afecta valabilitatea Contractului de Credit sau a oricarei parti a acestuia sau a dreptului Ferratum de a solicita executarea oricarei prevederi, in conformitate cu termenii sai.

18.2. Aceste Clauze standard sunt disponibile pe site-ul web si poate fi solicitat Departamentului de asistenta pentru clienti Ferratum sa va trimita o copie a acestor Clauze standard, fie electronic, fie prin posta.

Versiunea actuala a Clauzelor standard este valabila incepand cu data de 01.10.2022.

Anexa 1

Costuri	
Comision unic	99 RON

Multitude Bank – Standard Terms and Conditions of the Credit Agreement applicable to Customers in Romania. These standard terms are applied to credit agreements concluded between Multitude Bank p.l.c. and its customers who reside in Romania.

1. Details of Ferratum

1.1. Name: Multitude Bank p.l.c. (“Ferratum”)

1.2. Reg. No: C 56251

1.3. License No: C 56251

1.4. Address: ST Business Centre 120 The Strand, Gzira GZR1027 Malta

1.5. E-mail address: clienti@ferratumbank.ro

1.6. Activities covered by the Licence: Business of Banking, Payment Services (as defined in the Financial Institutions Act), Issuing and administering other means of payment (other than Payment Services as defined above), Guarantees and Commitments, Trading for own account in money market instruments, foreign exchange, financial futures and options, exchange and interest-rate instruments, transferable securities and any other activities which Ferratum may be authorised to carry out from time to time.

1.7 Ferratum is regulated by: Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta; +356 2144 1155; <https://www.mfsa.com.mt/contact/> and is registered in Romania with the fiscal code number 43678318 issued on 04.02.2021.

1.8 Ferratum has the obligation to inform you correctly and transparently about the essential characteristics of the products and services offered, including the total costs of the Credit and the consequence of non-payment, and the special effects that may have on your situation. This information is included in the Credit Agreement and/or the SECCI (Standard European Consumer Credit Information).

2. Definitions

2.1. Account – your personal user account which you may access from the Website.

2.2. Credit – credit capital drawn down under this Credit Agreement.

2.3. Credit Agreement – a framework agreement concluded between you and Ferratum regulating a revolving credit facility for the period indicated in the Specific Terms and shall include the Specific Terms of the Credit Agreement applicable to you, these Standard Terms, including any list of fees attached herewith, SECCI and any unpaid Invoice, and any amendment thereto which is made in accordance with these Standard Terms.

2.4. Credit Limit – the maximum amount of Credit that you may draw down at any point in time in terms of the Credit Agreement as set by Ferratum following a creditworthiness assessment.

2.5. Due Date – the date by which the Minimum Payment Amount must be settled each month, as specified in the Specific Terms.

2.6. Ferratum – the credit institution indicated in clause 1 above, also referred to as the **Creditor**.

2.7. Invoice – the document which is issued every thirty (30) days. The Invoice includes (i) the transaction period to which it relates, (ii) the balance due from the previous transaction period, (iii) the amounts and the dates of drawdowns and repayments made during relevant transaction period, (iv) current balance due, (v) interest due (nominal and default, if any) (vi) fees due, if any and their due date (vii) Minimum Payment Amount; (viii) and Due Date for the current transaction period. Until repayment of the amounts payable as indicated therein, the Invoice

forms an integral part of the Credit Agreement. The Invoice shall reflect the amounts due to Ferratum as at the date prior to the date on which it is issued.

2.8 Minimum Payment Amount- the minimum amount of Credit and nominal interest payable by you monthly by each due date, as indicated in the Specific Terms.

2.9. Politically Exposed Person: a natural person who is or has been entrusted with a prominent public function (including government senior official, head of state administrative unit (municipality), head of government, minister (deputy minister or assistant minister), state secretary or other high level official in the government or state administrative unit (municipality), parliament member, (board) member of management of political party, judge at the constitutional court, supreme court or other level court (member of court institution), council or board member of higher audit institution, council or board member of the central bank, ambassador, authorised clerk, highest ranking officer in armed forces, council or board member of state joint stock company, head of international organisation (director, deputy director) and board member or a person taking a similar position in the same organisation), and includes such individual's family members (including a spouse, spousal equivalent, child, the child of a spouse or a spousal equivalent, grandchildren, parents, grandparents and siblings) or persons known to be close associates of such persons, whether in business or other close relationship (including a person who is a shareholder in the same company of such person or an owner of a legal entity established in favour of such person).

2.10. SECCI – the Standard European Consumer Credit Information sheet regarding the Credit, which forms an integral part of the Credit Agreement.

2.11. Specific Terms – the Specific Terms of the Credit Agreement applicable to Customers resident in Romania and containing your personal details as amended from time to time.

2.12. Standard Terms – the current document, with all valid amendments, a copy of which is available on the Website, which forms an integral part of the Credit Agreement.

2.13. Website – Ferratum's website at www.ferratumbank.ro

3. Process of Conclusion of the Credit Agreement

3.1. In order to draw down Credit, you must have a valid Credit Agreement.

3.2. To enter into the Credit Agreement, you must visit the Website (directly or through a credit intermediary) and complete and submit an application. Ferratum shall only accept an application if you are resident in Romania, have a Romanian personal identity code and an officially registered address in Romania and you fulfil the conditions of the credit policies of Ferratum and are deemed creditworthy by Ferratum. You may request Ferratum to provide copies of the draft Credit Agreement, and of all the documents forming an integral part thereof, free of charge, prior to entering into such an agreement, unless Ferratum has decided not to enter into a Credit Agreement with you. Before conclusion of the Credit Agreement, you shall read the draft Credit Agreement (including the SECCI) which shall be made available to you free of charge in .pdf file format during the application process. Pursuant to the legal provisions specified, the parties expressly agree that the Credit Agreement may be signed or executed as a deed, in as many distinct copies, each of them being considered an original copy, and all together, constituting a single agreement concluded electronically, by remote means.

3.3. Conclusion of the Credit Agreement does not constitute an approval of any individual Credit request, i.e. to receive Credit, you must first submit a Credit request. A Credit request may be submitted together with an application to enter into a Credit Agreement. Further details are provided in clause 5 of these Standard Terms below.

3.4. By submitting a request to enter into a Credit Agreement with Ferratum, you acknowledge, confirm, warrant and undertake that:

3.4.1 you have provided true, correct and complete information to Ferratum and that you will inform Ferratum as soon as possible and in no case later than within two (2) working days

whenever there is a change to such information or in the event that you notice that any information submitted was erroneous or otherwise untrue, incorrect or incomplete;

3.4.3 you have an operational email address;

3.4.3 if you have provided Ferratum with your bank account details, the bank account and ancillary details provided to Ferratum are true and correct and refer to a bank account held in your name with a bank established in Romania and/or in another Member State of the European Union; any Credit disbursements and repayments shall be made through an account held in your name. You undertake to immediately inform Ferratum about any changes to the bank account details provided. You acknowledge and accept that in case of change in personal bank account details you may be requested to verify such details in the manner required by Ferratum policies;

3.4.4 you have read the Credit Agreement before you became bound by it and understand its contents and agree with the provisions therein.

3.4.5 you were provided with the Credit Agreement in a durable medium, according to the law;

3.4.6 you were provided with adequate explanations on the Credit Agreement and further clarifications, if requested, with the essential characteristics of the Credit (including the consequences of default of repayment) which have enabled you to assess whether the Credit Agreement is adapted to your needs;

3.4.7 you have entered into the Credit Agreement of your free will and have not concluded the Credit Agreement under threat, duress, or in distress or under strikingly unfavourable conditions with regard to your personal and financial circumstances;

3.4.8 you are not a politically exposed person (unless otherwise declared). You also undertake to inform Ferratum should this change, respecting the time frame specified in 3.4.1;

3.4.9 you are not obtaining the Credit for the benefit of or on behalf of somebody else. Otherwise, you shall inform Ferratum immediately and Ferratum may impose additional identification and verification measures and may refuse to enter into the Credit Agreement or grant Credit or may, if granting Credit, impose additional conditions on both the principal and yourself;

3.4.10 you understand that short-term borrowing may carry with it certain risks, since it is designed to suit liquidity needs over short periods of time and may carry higher interest rates than long term borrowing. Consequently, using short-term borrowing over a long period of time and to address long-term financial needs may lead to increased financial pressures;

3.4.11 you have evaluated the need for borrowing funds and evaluated your capacity to repay amounts due hereunder considering the full Credit Limit;

3.4.13 you will make good any damage caused by your breach of any warranty contained in this clause or any of your obligations under the Credit Agreement.

3.5. Ferratum shall, before entering into a Credit Agreement as well as at any time during the term of the Credit Agreement, have the right to identify and verify your identity and request other information and/or documentation (including but not limited to employment, tax information and information about financial circumstances) from you and/or third parties (including but not limited to external credit rating agencies such as Biroul de Credite S.A. and Agentia Nationala de Administrare Fiscala (ANAF)) which might be relevant to Ferratum to make a decision as to whether to enter into a Credit Agreement and/ or whether to grant Credit and/or whether to increase the Credit Limit and/or whether to terminate the Credit Agreement. By concluding the Credit Agreement, you undertake to fulfil all Ferratum's requests in terms of this clause. You acknowledge and agree that Ferratum shall have the right to (i) refuse to enter into the Credit Agreement or (ii) refuse to grant the Credit Limit or (iii) terminate a Credit Agreement entered into with immediate effect, or (iv) to refuse to increase the Credit Limit if Ferratum cannot obtain the information, documentation or verification which it considers

necessary or in the case that you fall outside the risk policies of Ferratum. Documents submitted to Ferratum in terms of this clause shall not be returned.

3.6. Ferratum retains full and absolute discretion as to whether or not to enter into the Credit Agreement irrespective of prior acceptances of applications of the same Customer. In case of rejection, Ferratum is not obliged to disclose the reasons for rejection, save for the disclosure provisions specified by law, including a rejection which is based on the results of a consultation with a database about the income of a person and/or performance of payment obligations. In the latter case, Ferratum shall inform you free of charge, in writing or at your express request, in the form chosen by you and agreed by Ferratum of the result of the consultation and the particulars of the database consulted.

3.7. Ferratum shall inform you by means of an e-mail or SMS about its decision to enter into the Credit Agreement or otherwise. The Credit Agreement is considered concluded when you are informed that Ferratum has accepted to enter into the Credit Agreement.

3.8. Once you have been identified by means of verification measures in line with the policies of Ferratum, you will receive a personal identification number (**PIN**) and a personal user account (**Account**) which may be accessed from the Website by using the PIN, unless you already have these by virtue of previous products or services purchased from Ferratum. This shall not be considered as acceptance by Ferratum of the application. You shall keep the PIN confidential and may not release or disclose your PIN to any other person. Ferratum reserves the right to freeze your PIN and/or Account without notification when there is a reasonable suspicion of unauthorized use of the PIN and/or Account. You shall be responsible for damages incurred through the use of your PIN as provided by law. You shall contact Ferratum immediately in the event of loss or if you cannot remember the PIN or if you think that this may have become accessible to third parties. You shall follow the instructions on the Website to reset the PIN. Ferratum may request you to provide personal details in order to ascertain your identity prior to re-issuing a PIN.

3.9. The Credit Agreement shall be provided in the Romanian and the English language. The Romanian text shall be legally binding and decisive. The English translation is for convenience only.

4 Right of Withdrawal

4.1. You have the right to withdraw from the Credit Agreement within 14 calendar days from the conclusion of the Credit Agreement or from the day you receive the Mandatory Information required in accordance with Section 2, Chapter IV from EGO no. 50/2010, in a durable medium, if this occurs later. You are not obliged to indicate a reason for withdrawal.

4.2. The right to withdraw can be exercised by simple notice identifying you and expressing your intent to withdraw. The term of 14 calendar days is observed if the notice is dispatched within that term. The notice must be made in writing or in other durable medium and provide at least the following information (a) your name and personal identity code, (b) notice of withdrawal, (c) place and date of drawing up the notice and (d) in the case of a notice sent by post, your signature. Any notice must be delivered to the address provided in the Specific Terms or on the Website. If you do not exercise the right to withdraw, you shall be bound by the terms and conditions of the Credit Agreement. If you exercise your right of withdrawal, the Credit Agreement would be considered not to have been concluded.

4.3. In case of exercise of the right of withdrawal, you shall settle the Credit together with nominal interest due thereon calculated at the borrowing rate indicated in the Specific Terms from the day that you draw down the Credit to the repayment date (date when Ferratum received full repayment) without undue delay, but not later than thirty (30) calendar days after the date of dispatch of the withdrawal notice. If you fail to act in accordance with the provisions set out in this clause, the withdrawal will lapse.

4.4. The Mandatory Information under the clause 4.1 hereof refers to the following information which may be provided in the Credit Agreement:

4.4.1 the type of credit;

4.4.2 the identity and address of the parties, as well as of any credit intermediary (if applicable);

4.4.3 the duration of the Credit Agreement;

4.4.4 the total amount of the credit and conditions governing drawdown;

4.4.5 the borrowing rate. The conditions governing the application of the borrowing rate, the formula for calculating the borrowing rate, as well as the terms, conditions and procedure to change the borrowing rate and if different borrowing rates are applicable in different circumstances, the above information for all applicable rates;

4.4.6 the annual percentage rate of charge;

4.4.7 the total amount repayable;

4.4.8 As regards points 4.3.6 and 4.3.7: the indication of the annual percentage rate of charge and the total amount payable must be stated, specifying the assumptions that are known at the time the Credit Agreement is concluded and that are used in the calculation of the annual percentage rate of charge;

4.4.9 any other charges deriving from the Credit Agreement and the conditions under which those charges may be changed;

4.4.10 the amount, number and frequency of repayments. If partial payments are planned, it must be stated in which order the outstanding claims of the creditor for the different borrowing rates apply, through which partial payments are repaid;

4.4.11 in the case of a capital amortisation of the Credit Agreement with a fixed term, an indication of the Customer's right to receive a repayment schedule free of charge at any time, on request, during the entire term of the Credit Agreement. The amortisation table shall indicate the payments owing and the periods and conditions relating to the payment of such amounts; the table shall contain a breakdown of each repayment showing capital amortisation, the interest calculated on the basis of the borrowing rate and, where applicable, any additional costs; where the interest rate is not fixed or the additional costs may be changed under the Credit Agreement, the amortisation table shall indicate, clearly and concisely, that the data contained in the table will remain valid only until such time as the borrowing rate or the additional costs are changed in accordance with the Credit Agreement;

4.4.12 the interest rate applicable in the case of late payments as applicable at the time of the conclusion of the Credit Agreement and the arrangements for its adjustment and, where applicable, any charges payable for default;

4.4.13 a warning about the consequences of missing payments;

4.4.14 the existence or non-existence of the right of withdrawal, the period and other circumstances for declaring withdrawal, and an indication of the customer's obligation to repay the credit already disbursed and to pay interest; the amount of interest payable per day must be indicated;

4.4.15 the right of early repayment, the right of the customer to a reduction of costs in the case of early repayment, the procedure for early repayment, as well as, where applicable, information concerning the creditor's right to compensation and the way in which that compensation will be determined;

4.4.16 the procedure to be followed for terminating the Credit Agreement;

4.4.17 whether or not there is an out-of-court complaint and redress mechanism for the customer and, if so, the methods for having access to it;

4.4.18 all other terms and conditions relevant for the Credit Agreement;

4.4.19 the name and address of the competent authority.

5 Credit Limit, Drawdowns and Nominal Interest

5.1. Once you have concluded the Credit Agreement, you can request drawdowns of Credit up to your Credit Limit through the Account. A Credit request shall be for not less than 250 RON.

5.2. Ferratum retains sole discretion as to whether to accept a Credit request even if the amount is within your Credit Limit including, but not limited to cases where Ferratum considers that your risk of default on your payment obligations is substantially increased, if Ferratum considers that you no longer comply with its risk policies, if a risk of fraud is suspected or if you breach the Credit Agreement, including by late payment. Suspension may be lifted at Ferratum's discretion.

5.3. You shall be informed of Ferratum's decision to approve your Credit request on your Account after you make the Credit request and this shall be evidenced by the receipt of the Credit into your bank account or otherwise by the receipt of the same in cash from a bank account held in the name of Ferratum with a third party bank (IBAN:RO73RNCB0002167692930006) on providing evidence of identity with your original identification document and any other evidence of identity requested by such third party bank. If you do not receive such notification within two (2) business days from the date of the Credit request, the Credit request is considered rejected.

5.4. Your Credit Limit is indicated in the Specific Terms and is based on a creditworthiness assessment. Your Credit Limit may be changed by Ferratum at any point in time, whether following your application or of Ferratum's own volition; provided that any change shall take into account your creditworthiness assessment undertaken by Ferratum. Any increase of the Credit Limit will be made by conclusion of an addendum to the Credit Agreement. Ferratum shall have the right to conduct a creditworthiness assessment at any time during the term of this Credit Agreement but shall be obliged to carry out such assessment at least every five years in case the Credit Agreement is renewed. Ferratum will update the financial information available to it and will assess your creditworthiness before approving any significant increase in the Credit Limit. Significant increase means an increase of more than 15% of the approved Credit Limit. The creditworthiness assessment will be conducted by Ferratum based on its internal regulations and policies. If your Credit Limit is reduced, you have to pay to Ferratum the amount exceeding the value of the newly established Credit Limit by not later than the date indicated in the invoice following such reduction.

5.5. Ferratum shall charge nominal interest for granting the Credit at the rate indicated in the Specific Terms. Nominal interest shall be charged from the day that you receive the Credit in your bank account or draw down the same in cash as indicated above, until repayment. In the case that any amount is due on a non-working day, it shall be payable on the following working day. Other fees and charges shall be paid in accordance with the provisions of the Credit Agreement or as indicated on the Invoice, if nothing is stated in the Credit Agreement on the repayment terms. Ferratum shall have the right to collect the Single fee as specified in Appendix 1 for services provided at your express request, if any. Any payments shall be made without deductions relating to compensations, claims, taxes or duties.

5.6. Ferratum may for promotional purposes reduce or waive the nominal interest payable if you satisfy the special terms and conditions to which the promotion is subject.

5.7. You have a right to receive, upon request, a statement of account in the form of an amortization table, on paper or other durable medium, according to your decision, free of charge, at any time during the validity of the Credit Agreement. The amortisation table shall indicate the payments owing and the periods and conditions relating to the payment of such amounts; the table shall contain a breakdown of each repayment showing capital amortisation, the interest calculated on the basis of the borrowing rate and, where applicable, any additional costs.

6. Disbursement

6.1. Ferratum shall disburse the Credit within two (2) business days from receipt of the Credit request unless there is cause to refuse such request. Disbursement shall be made either to your personal bank account or, at your choice, to a bank account held in the name of Ferratum with a third-party bank (IBAN RO73RNCB0002167692930006) and from which you can drawdown the Credit in cash on providing evidence of identity with your original identification document and any other evidence of identity requested by such third party bank. Ferratum shall not be liable for any delays caused by third party service providers.

7. Repayment

7.1. The amounts to be repaid to Ferratum is indicated in your Invoice. Failure to receive the Invoice does not relieve you of the obligation to repay the amounts due. If the Invoice is not received within fifteen (15) calendar days from the date on which it is due to be issued, you shall notify Ferratum.

7.2. You shall settle at least the Minimum Payment Amount by Due Date. Additionally you will repay any fees and charges as well as default interest by the due date indicated in the Invoice. You may repay a higher amount at any time, at no extra cost, by using the same procedure for repayment as indicated in this clause. In such a case, you may request Ferratum for information on the amount due by indicating the intended date of repayment at least five (5) calendar days in advance. Ferratum will not charge any fee for early repayment. Ferratum shall reply within two (2) working days of any request indicating the amount due on the indicated payment date. Any amounts payable to Ferratum must be repaid in Romanian Leu (RON). Otherwise, you shall cover all costs related to the exchange of such currency to the Romanian Leu (RON).

7.3. You shall repay (i) through the Account, if such possibility is offered by Ferratum, or (ii) by bank transfer to an account indicated by Ferratum in the Invoice or (iii) in cash, by depositing the amount due in Ferratum's account, in both cases (ii) and (iii) by using the repayment reference number specified in the Specific Terms in the transaction details or by scanning the bar code in the Invoice or (iv) by using the payment options offered when clicking on the payment link on the e-invoice or SMS sent by Ferratum, if such possibility is offered by Ferratum. If you do not follow the instructions and Ferratum is unable to connect the payment to your Credit Agreement, then the payment is considered not to have been received and you shall be liable to pay the default interest. You shall repay amounts due through a bank account held in your name at your own cost or in cash from a bank operating in Romania allowing payments to Ferratum bank accounts or through a multifunctioning machine operated by such a bank. Ferratum reserves the right to refuse payment made through other means and you will be considered not to have made any payment.

7.4. Alternatively, you may be required to complete a direct debiting and/or standing order and/or recurring payment mandate for the agreed periodic payments. In such a case, Ferratum reserves the right to reject any payment which is not made in such manner at your expense. Ferratum may, notwithstanding any intervening expiry date, continue to present direct debits/standing orders/recurring payment orders for the agreed periodic payment amounts until the full amount due has been repaid.

7.5. Any amount shall be considered to have been repaid when it is received in the bank account of Ferratum. Fees imposed by your financial/credit institution for the transfer shall be at your cost. Ferratum shall send you an SMS confirmation for each repayment, free of charge.

7.6. In case of payments, the order of allotment shall be the following: execution costs, registration fees and fees for extinguishing of the registration of the movable guarantees established under this Credit Agreement in/from the Archive Electronic Real Movable

Guarantees, commissions, default interest, overdue nominal interest, current nominal interest, overdue credit, and remaining credit.

7.7. You may request Ferratum to lower the Minimum Payment Amount to zero (0) not more than two (2) non-consecutive times in any twelve (12) month period if you have paid the Minimum Payment Amount by Due Date at least four (4) consecutive times before submitting your application for this service. Interest shall continue to accrue during such period. The application shall be made as prescribed by Ferratum and shall be subject to such terms and conditions made known to you in advance. Ferratum may reject your application at any time and for any reason, given that the service is additional, not essential to the Credit Agreement and without extra cost to you. The application must reach Ferratum at least fifteen (15) days before the respective Due Date. Ferratum will not charge the Single fee for this service.

7.8 This clause 7 shall survive the termination of the Credit Agreement.

8. Consequences of being overdue and other reasons for the premature recall of the Credit

8.1. If you do not pay the Minimum Payment Amount in full by the Due Date, you shall be considered in default without any other formality being necessary and shall pay default interest at the rate indicated in the Specific Terms on the overdue amount, from the day that payment falls due until full repayment of the amount overdue. Default interest shall be payable on the due date indicated in the Invoice. Ferratum shall have the right to take all legal measures necessary to recover amounts due by you.

8.2. Ferratum has the right to call the entire Credit, including interest and expenses, as fully due if any amount is overdue by at least 90 days, irrespective of the amount of the outstanding payment.

8.3. Ferratum shall be entitled to claim compensation for all actual damages, costs and taxes incurred in collecting overdue amounts, including the recovery of payments made to debt collectors, provided that in the latter case the amount charged to you shall not exceed the highest amount allowed by law (if applicable). You agree that such amount shall be collected from you directly or through debt collectors without the requirement of court or judicial intervention.

8.4. You agree that in case of non-performance of the obligations assumed by you under this Credit Agreement, Ferratum may send you information, collection calls, notifications, payment notices, summons as well as notifications to your declared employer. Ferratum may, in case of late payment, register you as a late payer in credit information registers such as Biroul de Credite S.A. and/or at the Credit Risk Center.

8.5. In addition to penalties and other costs, missing payments can also lead to the early recall of the amounts due under the Credit Agreement, termination of the Credit Agreement, your registration as a bad debtor in databases which can affect your credit rating negatively, making it difficult or more expensive for you to get a loan in the future and lead to legal action being taken against you.

8.6. You shall immediately notify Ferratum in case a negative change of your financial situation and any change of domicile, marital status, restriction of your legal competence.

8.7. Apart from the instance specified above and in clause 3.5 of these Standard Terms, Ferratum may call the Credit as fully due and payable in the following cases:

8.7.1. instances where you have provided Ferratum with incorrect information that may have affected the decision to grant the Credit or the terms and conditions of the Credit or where Ferratum does not receive information or documentation requested; or

8.7.2. where you have breached the warranties granted or as specified in clause 3.4 of the Standard Terms; or

8.7.3. where you have committed a violation of the terms or conditions of this Credit Agreement or any other agreement between the Parties which cannot be remedied; or

8.7.4. where you have committed a violation of the terms and conditions of this Credit Agreement which is capable of remedy and which has not been remedied within a reasonable time granted by Ferratum which shall in no case be less than three working days.

8.7.5. if, following legislative changes, you no longer meet the new conditions for being a debtor, and can therefore not be retained as a customer by Ferratum; or

8.7.6. any judicial action, seizure decision, forced execution or similar action against you has been introduced/pronounced; or

8.7.7. if there is a material change in the situation of the assets or in your financial situation, which would affect your ability to comply with the obligations assumed under your Credit Agreement; or

8.7.8 you use the Credit amount for purposes other than the one specified in this Credit Agreement (Ferratum has the right to verify how the Credit was used).

8.8. In the event of a failure to fulfill the obligations assumed (as per clauses 8.2 and 8.7 hereof) or in case of your death:

8.8.1. You will be in default by operation of law, without the need for prior notification or the completion of other formalities;

8.8.2 The balance due under this Credit Agreement will become immediately due and payable by you or your successors;

8.8.3. You or your successors will pay all the costs, taxes, fees, commissions and other amounts due in accordance with the terms of this Credit Agreement;

8.8.4. Ferratum may impose default interest on you charged on fixed percentage basis as indicated in clause 6 (xiii) of the Specific Terms.

8.9. This clause 8 shall survive the termination of the Credit Agreement.

9. Personal data processing

9.1. You acknowledge that Ferratum shall collect and process your personal data contained in a personal data file in accordance with the Principles of Processing the Personal Data of Clients which are published on the Website as well as on the basis of any consent given for such processing, when this is required by applicable law. You will inform Ferratum immediately and within not later than two (2) working days if there has been any change to the data provided to Ferratum.

9.2. You declare you are aware of the rights provided by Regulation (EU) 2016/679 ("GDPR") of the European Parliament and of the Council 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 Law no. 129/2018 for the amendment and completion of Law no. 102/2005 regarding the establishment, organization and functioning of the National Authority for the Supervision of Personal Data Processing as well as for the abrogation of Law no. 677/2001 for the protection of individuals regarding the processing of personal data and the free movement of such data (the right to information, the right to access data, the right to intervene on the data, the right to oppose, the right not to be subject to an automated individual decision, including profiling, the right to file a complaint before a court of law).

10. Notices and Communications

10.1. By concluding the Credit Agreement, you agree that all relevant notices and other communications, issued under or in connection with this Credit Agreement, including documents, notifications and information in connection with the conclusion, execution and termination of this Credit Agreement can be sent to you electronically by means of communication agreed to for this purpose including through the Account, by e-mail, telephone or via Short Messaging System, mobile applications or other means of communication agreed to for this purpose or by post. Where the law requires this, communication shall be sent to you



in a durable medium or by post. The notices delivered in the aforementioned manner are considered received on the same date on which they are sent to you with the exception of any communications sent by post which shall be considered received seven (7) calendar days after they are sent. Any change of the e-mail or communication address, telephone number or contact data that is not notified to Ferratum will not be binding, and Ferratum is exempted from any liability resulting from the continuation of the communications to the initial addresses/numbers known or taking into account the data you made available.

10.2. During the term of this Credit Agreement the Parties shall communicate between themselves in Romanian or English and Romanian.

11. Jurisdiction and Applicable Law

11.1. The Credit Agreement and the business relationship between you and Ferratum shall be governed by Romanian law. Information has been provided in terms of Romanian law.

11.2. You may bring proceedings against Ferratum in the Member State of the European Union where you are domiciled or in the country of establishment of Ferratum. Ferratum may bring proceedings against you in the Member State of the European Union where you are domiciled. Both parties may bring a counterclaim in the court where the original claim is pending. This provision shall survive the termination of the Credit Agreement.

12. Complaints

12.1. In case you have any complaints, you are entitled to file them directly with Ferratum, using the contact data provided in the Credit Agreement or on the Website. Complaints shall be settled by negotiations. You shall file the complaint in writing (including email), specifying therein: (a) your name, surname, personal identity code, address of the place of residence and contact information; (b) date of submission of the complaint letter and (c) the nature of the conflict, your claim and substantiation thereof. You shall enclose copies of documents certifying the transaction as well as other documents substantiating the complaint (if possible). An electronically submitted complaint shall not require a signature. Ferratum shall acknowledge receipt of the complaint within two (2) working days and shall provide a reply (either by email or post) to you within fifteen (15) working days from the day of receipt of the submission. If it is not possible for Ferratum to reply within fifteen (15) working days, Ferratum shall inform you of this without delay, specifying a reasonable time period within which the reply shall be provided and the reason for the delay. If Ferratum refuses your request, it shall provide reasons for such refusal. If Ferratum does not provide a reply within the time period specified herein, it shall be considered that Ferratum has refused your request.

12.2. You also have the possibility to submit a complaint to any of the following entities: (1) the National Authority for Consumer Protection, with its headquarters in Bucharest, 72 Aviatorilor Blvd., district 1, postal code 011865 and/or (2) Center for alternative dispute resolution in the banking field, with its headquarters at Str. Sevastopol no. 24, 2nd floor, district 1, Bucharest and/or (3) in writing, to the Office of the Arbiter for Financial Services, at: The Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonju Floriana FRN 1530, Malta or www.financialarbiter.org.mt. Any of these entities may request that you first direct your complaints to Ferratum before filing a complaint with them.

13. Amendments

13.1. Ferratum shall have the right to amend these Standard Terms and revise the Tariff of Fees (Appendix 1) at its discretion. However, such amendments only apply to the existing Credit Agreement if the amendment is due to changes imposed by legislation. You shall be notified of any amendment by a signed and dated notice which includes the registration number granted by Ferratum, either by electronic means or in another durable medium and which is sent to you

at least 30 days in advance, unless the law comes into force with a shorter notice period. You shall agree to any addendum provided by Ferratum indicating acceptance of the new terms within 15 days from receiving the notice. You may refuse the amendments proposed by terminating the Credit Agreement before the changes come into effect. In such case you may be required to repay all amounts due under the Credit Agreement before the date of termination. If you do not indicate refusal or terminate the Credit Agreement, the amendment of the Credit Agreement will be made based on the notification and will be considered as tacit acceptance of the amendments imposed by legislation).

13.2. Except as provided in this clause, any amendment to the Credit Agreement shall be concluded by means of an addendum accepted by both parties.

14. Liability and Force Majeure

14.1. A Party's obligations in terms of this Credit Agreement shall be suspended for such period during which that Party is prevented from complying with said obligations due to Force Majeure, provided that such Party has:

- (a) notified the other Party of the existence of such Force Majeure,
- (b) does everything in its/his/her power to comply with the obligations in terms of the Credit Agreement notwithstanding the existence of Force Majeure; and
- (c) fulfils its obligations once the Force Majeure event has ceased to exist, within the time specified by the other Party.

14.2. For the avoidance of doubt, Force Majeure shall only suspend a Party's obligation in so far as it is impossible for the Party to perform the same and shall in no case excuse such Party from the obligation to perform other obligations in terms of the Credit Agreement. Force Majeure means an event that is unpredictable and beyond the Parties' control, e.g. strike, legislative restriction imposed by the government or an EU authority, sabotage, uprising, natural disasters or similar circumstances causing impossibility in fulfilling the obligations arising from the Credit Agreement but shall not include termination of employment or other conditions affecting your capacity to repay amounts due to Ferratum. Any other loss or damage that has occurred as a result of Ferratum's inability to perform its obligations due to Force Majeure shall not be made good by Ferratum if Ferratum has acted with ordinary care.

14.3 Except for damages caused through death, injuries of the body and health, Ferratum will only be liable for gross negligence or willful misconduct in the performance of its duties under this Credit Agreement. In case of ordinary negligence, Ferratum's liability shall be limited to the amount of damages typically foreseeable. Ferratum is not liable for any breach of its obligations under the provisions of this Credit Agreement, if this situation is the direct or indirect result of circumstances beyond the control of Ferratum. For the avoidance of doubt and subject to the due construction and maintenance of Ferratum's IT systems, errors such as disturbance in the telephone connection or Ferratum's IT systems, which make it difficult or impossible to use Ferratum's services, is typically not foreseeable.

15. Assignment

15.1. Ferratum shall have the right to assign/transfer/novate any or all of its rights and obligations in relation to the Credit Agreement to a third party, according to the provisions of EGO no. 50/2010 on loan agreements for consumers, provided that you shall be notified of such assignment, unless Ferratum continues to service the Credit. Your approval is not necessary for the assignment to operate, the prior notice being the only required legal formality. The agreement will be considered to be concluded for the benefit of the transferee and will give rise to a valid and enforceable obligation for a buyer or for a person who takes over the assets of Ferratum, a successor of Ferratum or any assignee thereof.

15.2. You shall not be entitled to assign your rights and/or obligations in relation to the Credit Agreement to a third party.

15.3 This provision shall survive the termination of the Credit Agreement.

16. Term and Termination

16.1. This Credit Agreement is being entered into for a term of five years and is renewable for further periods of five years each unless either Party notifies the other Party of its intention to terminate the Credit Agreement by ninety (90) days' prior notice. Hence, and for the avoidance of doubt, the Credit Agreement shall cover all Credit drawn down by you during its validity and shall continue to apply with respect to any and all outstanding amounts due hereunder.

16.2. You may request the termination of the Credit Agreement at any time with a written and signed notice to Ferratum. However, in case of such request, Ferratum may demand the immediate repayment of all amounts due, in which case such amounts shall be considered immediately due and payable and your rights to request Credit drawdowns shall be suspended. Your obligations in terms of the Credit Agreement are not considered terminated until all the amounts owed by you to Ferratum are repaid. In other cases, the Credit Agreement can be terminated on the conditions stipulated in the Standard Terms.

16.3. Ferratum shall have the right to call the Credit as due pre-maturely as further indicated in this Credit Agreement and consequently terminate the Credit Agreement in the circumstances so specified. Additionally, Ferratum shall also have the right to terminate the Credit Agreement unilaterally with two months written notice to you.

16.4. The Credit Agreement can also be terminated on the conditions stipulated by the applicable law.

16.5. For the avoidance of doubt, interest and/or contractual penalty shall continue to accrue until all amounts have been repaid, according to the law. If Ferratum has the right to call the Credit as fully due and payable or terminate the Credit Agreement but does not invoke the basis of recall/termination immediately when it comes to its attention, this does not constitute a waiver of Ferratum's right to invoke such grounds and recall the Credit or terminate the Credit Agreement at a later date.

16.6. Upon termination, you have the right to receive, upon request and free of charge, a document in electronic format attesting either that all the obligations between the Parties have been discharged or indicating the contractual obligations are not yet fulfilled.

16.7. In the case of termination of the Credit Agreement for any reason, the provisions of this Credit Agreement which, due to their nature, stipulate the rights and obligations of the Parties after the termination of the Credit Agreement shall apply also after the termination of the Credit Agreement. This, above all, concerns such provisions which determine settlement of disputes between the Parties, repayment obligations, collection and payment of amounts due and the procedure for calculation and payment of such amounts and liability of the Parties and the assignment clause.

16.8. This clause 16 shall survive the termination of the Credit Agreement.

17. Guarantees

17.1 All your obligations resulting from this Credit Agreement, as well as any expenses related to the recovery of the Credit, interest, default interest, fees of any kind, as well as other expenses, court costs, including enforcement costs, as applicable, are guaranteed with the general pledge on the present and future goods and on the availability of the credit balance of your accounts opened at any bank in Romania.

18. End Provisions

18.1. Ferratum shall have the right to choose not to enforce any of the provisions of the Credit Agreement at any time and this shall not be construed as a waiver of any such provision and shall not affect the validity of the Credit Agreement or any part thereof or Ferratum's right to enforce any provision in accordance with its terms.

18.2. These Standard Terms are available on the Website and it is possible for you to request Ferratum's Customer Support Department to send a copy of these Standard Terms to You, either electronically or by post.

The current version of the Standard Terms is valid as of 01.10.2022.

Appendix 1

Tariff of Fees	
Single fee	99 RON