Multitude Bank - Clauzele standard ale Contractului de Credit aplicabil clientilor din Romania.

1. Cine suntem?
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 Centre120 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: Autoritatea pentru Servicii Financiare din Malta, Triq l-Imdina, Zona 1, Districtul Central de Afaceri, Birkirkara, CBD 1010, Malta; https://www.mfsa.com.mt/contact/
1.8 Ferratum trebuie sa va informeze corect cu privire la caracteristicile esentiale ale produselor si serviciilor oferite, inclusiv costurile totale ale Creditului si consecintele neplatii, precum si consecintele specifice care pot aparea in situatia dumneavoastra. Aceste informatii sunt incluse in Contractul de credit8.3. 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 - banii (principalul) pe care ii imprumutati in cadrul facilitatii dumneavoastra de Creditare, asa cum este reglementata prin prezentul Contract de Credit.
2.3. Contract de Credit - inseamna intregul contract care reglementeaza relatia dintre noi in legatura cu solutia
dumneavoastra de Creditare. Consta din: (i) Conditii Standard si (ii) Conditii Specifice, care se pot modifica in timp. Stabileste regulile conform carora imprumutati bani.
2.4. Limita de Credit - suma maxima a Creditului pe care o puteti imprumuta in orice moment, asa cum se specifica in sectiunea 6. ii. din Conditiile Specifice, asa cum este stabilit de Ferratum in urma unei evaluari a bonitatii.
2.5. Scadenta - data pana la care trebuie sa platiti cel putin Suma Minima de Plata
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 acoperita,
(ii) orice suma restanta din perioada precedenta,
(iii) sumele si datele tragerilor (retragerilor) si rambursarilor
(iv) soldul curent al Creditului datorat,
(v) dobanda datorata (nominala si in caz de neindeplinire a obligatiilor, daca exista)
(vi) taxele datorate, daca exista si data scadenta a acestora
(vii) Suma Minima de Plata;
(viii) si Data Scadenta.
Pana la rambursarea sumelor datorate, Factura face parte integranta din Contractul de Credit. Factura va cuprinde sumele datorate Ferratum pana la data anterioara datei la care este emisa.
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 pe care trebuie sa o platiti in fiecare luna, asa cum este indicat in Conditiile Specifice.
2.9. Persoana expusa politic: inseamna o persoana care detine sau a detinut o pozitie publica proeminenta sau are sau a avut legaturi stranse cu astfel de persoane, ceea ce le face sa prezinte un risc mai mare de a fi implicate in mita, coruptie, spalare de bani sau finantare a terorismului. Pentru a evalua cine poate fi o PEP folosim definitia care ne este aplicabila in conformitate cu legile Maltei si ale Uniunii Europene. In prezent,

aceasta definitie include o persoana careia i s-a incredintat (in prezent sau in trecut) o functie publica importanta in sau in afara Maltei (inclusiv functionar guvernamental de rang inalt, sef al unitatii administrative de stat (municipalitate), sef al guvernului, ministru, ministru adjunct sau ministru asistent, secretar de stat sau alt functionar de nivel inalt din guvern sau unitatea administrativa de stat (municipalitate), membru al parlamentului, membru (al consiliului) al conducerii partidului politic, judecator la Curtea Constitutionala, Curtea Suprema sau alta instanta de nivel (membru al institutiei instantei), membru al consiliului sau al directoratului bancii centrale, ambasador, functionar autorizat, ofiter de rang superior in fortele armate, membru al consiliilor de administratie, de conducere sau de supraveghere ale entitatilor detinute de stat, inclusiv membru al consiliului sau al directoratului unei societati pe actiuni de stat, sef al unei organizatii internationale (director, director adjunct) si membru al consiliului sau o persoana care ocupa o functie similara in cadrul aceleiasi organizatii), si include membrii de familie ai unei astfel de persoane (inclusiv sotul/sotia, echivalentul sotului/sotiei, copilul, copilul sotului/sotiei sau echivalentul sotului/sotiei, nepotii, parintii, bunicii si fratii) sau persoanele cunoscute ca fiind (sau care au fost) asociati apropiati ai acestor persoane, fie in afaceri, fie in alte relatii apropiate (inclusiv o persoana care este actionar in aceeasi societate cu persoana respectiva sau un proprietar al unei entitati juridice infiintate in favoarea persoanei respective).
2.10. SECCI - Fisa Standard Europeana de Informatii privind Creditul de Consum. Acest formular este prevazut de lege.
2.11. Conditii Specifice - Conditiile Specifice ale Contractului de Credit, aplicabile Clientilor rezidenti in Romania, care pot fi modificate periodic. Acestea contin datele dumneavoastra personale si informatii individualizate despre creditul dumneavoastra.
2.12. Conditii standard - prezentul contract, cu toate modificarile valabile.
2.13. Pagina web - pagina web a Ferratum la www.ferratumbank.ro

3. Cum aplicati pentru Credit?
3.1. Trebuie sa aveti un Contract de Credit valid. Procesul de aplicare pentru Contract.
3.2. Accesati Site-ul web (direct sau printr-un intermediar de credite) si solicitati Contractul prin trimiterea tuturor informatiilor necesare.
Puteti aplica daca sunteti rezident in Romania, aveti un cod numeric personal romanesc si o adresa inregistrata oficial in Romania Puteti solicita Ferratum sa va furnizeze copii gratuite ale proiectului de Contract de Credit inainte de semnare. Ne rezervam posibilitatea de a refuza sa va furnizam o copie daca nu dorim sa va acordam Creditul. . Va rugam sa cititi cu atentie Contractul inainte de a-l accepta. Puteti sa ne contactati daca aveti intrebari.
3.3. Incheierea Contractului de Credit nu constituie o aprobare pentru a primi Creditul, trebuie mai intai sa depuneti o Cerere de Credit. Puteti solicita tragerea Creditului in acelasi timp cu solicitarea Contractului. Mai multe detalii sunt furnizate in articolul 5 din Conditiile Standard prezentate mai jos.
3.4. Atunci cand aplicati, **confirmati ca:**
3.4.1 Informatiile dumneavoastra personale, inclusiv datele de contact, sunt corecte. In caz contrar sau daca apar modificari, trebuie sa ne anuntati in termen de doua (2) zile lucratoare.;
3.4.2 aveti o adresa de e-mail functionala;
3.4.3 Ne-ati furnizat detaliile corecte ale unui cont bancar care va apartine. Banca trebuie sa fie autorizata in Uniunea Europeana. Toate platile in temeiul prezentului Contract de Credit vor fi efectuate in si din acest cont. In cazul in care va schimbati contul bancar, trebuie sa ne informati imediat. Va putem solicita permisiunea de a verifica noul cont. Acest lucru este important pentru a reduce riscul de frauda, spalare de bani si finantare a terorismului.
3.4.4. Nu sunteti o PEP (Persoana expusa politic). In cazul in care deveniti PEP dupa semnare, trebuie sa ne informati in termen de o (1) zi lucratoare.
3.4.5 Va imprumutati in nume personal si vi s-au furnizat suficiente informatii pentru a intelege acest Contract de Credit. In cazul in care destinatarul imprumutului este altcineva, trebuie sa ne informati. Este posibil sa solicitam mai multe verificari sau sa respingem cererea.
Va rugam sa retineti ca:
3.4.6. Prezentul Contract va este furnizat in format pdf in timpul procesului de aplicare. Cititi-l cu atentie inainte de a-l accepta si semna. De asemenea, puteti descarca o copie. Puneti-ne intrebari daca ceva nu este clar. Dupa ce ambele parti accepta incheierea Contractului, vi se va trimite un e-mail cu o copie. Salvati acest email pentru scopuri viitoare.

3.4.7. Daca sunteti fortat sa semnati Contractul de Credit, nu trebuie sa il semnati. Solicitati Creditul numai din proprie vointa. Aveti grija sa nu va lasati pacaliti sau fortati de cineva ca sa semnati.
3.4.8. Creditele pe termen scurt pot prezenta anumite riscuri. Aceste imprumuturi sunt destinate nevoilor financiare temporare si pot avea costuri mai mari decat imprumuturile pe termen lung. Utilizarea imprumuturilor pe termen scurt pentru o perioada lunga de timp ar putea spori dificultatile financiare.
3.4.9. Trebuie sa va evaluam bonitatea inainte de a va aproba limita de Credit. Daca nu intruniti criteriile de bonitate, nu va vom acorda Creditul. Cu toate acestea, va rugam, de asemenea, sa luati in considerare veniturile si cheltuielile dumneavoastra atunci cand solicitati creditul. Luati Creditul numai daca va puteti permite sa il rambursati fara dificultati.
3.4.10. Veti fi responsabil pentru pierderile cauzate noua prin incalcarea prezentului Contract. Cunoasteti-va obligatiile si asigurati-va ca le puteti onora.

3.5. Ce informatii solicitam?

3.5.1. Pentru a procesa cererea dumneavoastra, va vom solicita informatii despre dumneavoastra si despre provenienta veniturilor dumneavoastra. Facem acest lucru din mai multe motive, inclusiv pentru a va verifica riscul de credit si identitatea si pentru a indeplini cerintele noastre legale si de reglementare. Sunteti de acord sa furnizati aceste informatii si/sau documente atunci cand vi se solicita in termenele corespunzatoare pe care le putem stabili.

3.5.2 Putem solicita aceste informatii fie de la dumneavoastra, fie de la alte persoane sau entitati. Astfel de informatii/documentatii trebuie sa fie relevante pentru noi, pentru a lua o decizie in legatura cu Contractul. Acestea ar putea include informatii/documentatie necesare pentru a indeplinirea cerintelor legale, de reglementare sau de politica referitoare la cunoasterea clientului si monitorizarea tranzactiilor, acceptarea clientului si/sau pentru a va evalua bonitatea si riscul de credit, pentru a va acorda Credit sau pentru a va creste Limita de Credit. Aceste informatii pot fi obtinute de la dumneavoastra si/sau de la terti (inclusiv, dar fara a se limita la agentiile externe de rating de credit, cum ar fi Biroul de Credite S.A. si Agentia Nationala de Administrare Fiscala (ANAF)).
3.5.3 Daca nu putem obtine informatiile, documentatia sau verificarea pe care le consideram necesare sau daca nu respectati cerintele politicii noastre, putem:
(i) sa va respingem cererea;
(ii) sa refuzam acordarea Creditului;
(iii) sa reziliem imediat Contractul;
(iv) sa va suspendam sau sa va reziliem dreptul de a retrage bani; sau
(v) sa refuzam majorarea Limitei de Credit.

Daca se intampla acest lucru, va vom informa.
3.6. Decizia cu privire la cererea dumneavoastra de credit ne apartine. Daca cererea dumneavoastra este respinsa, Ferratum nu trebuie sa ofere explicatii pentru acest lucru, cu exceptia cazului in care legea o impune. Cu toate acestea, daca respingerea se bazeaza pe verificarea unei baze de date cu privire la venitul dumneavoastra sau la istoricul platilor, Ferratum trebuie sa va informeze cu privire la rezultatul acelei verificari si ce baza de date a fost utilizata, gratuit si in formatul pe care il alegeti (daca ati convenit cu Ferratum)

3.7. De unde veti sti daca cererea dumneavoastra de Credit este aprobata sau nu?

Veti primi un e-mail sau un SMS cu decizia noastra. Contractul de Credit se incheie:
(i) Daca si cand primiti un raspuns pozitiv de la noi; sau
(ii) Cand primiti Creditul, oricare situatie apare prima.

3.8. Cum va veti pastra Contul de Utilizator in siguranta?

Dupa ce ati fost identificat prin intermediul unor masuri de verificare in conformitate cu politicile Ferratum, veti primi un numar personal de identificare **(PIN)** sau o OTP (parola unica) si un cont personal de utilizator **(Cont)**
care poate fi accesat de pe site/aplicatia mobila utilizand PIN/ OTP, cu exceptia cazului in care le aveti deja, in virtutea produselor sau serviciilor anterioare achizitionate de la Ferratum. Acest lucru nu va semnifica acceptarea cererii de catre Ferratum.
Important: Trebuie sa pastrati codul PIN/OTP confidential si nu puteti pune la dispozitie sau dezvalui codul PIN/OTP niciunei alte persoane. Ferratum isi rezerva dreptul de a va bloca CODUL PIN si/sau contul fara

notificare atunci cand exista o suspiciune rezonabila de utilizare neautorizata a CODULUI PIN/OTP si/sau a contului. Veti fi responsabil pentru pagubele suferite prin utilizarea codului PIN/OTP, in conformitate cu legea. 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. Veti 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. In ce limba este incheiat Contractul?

Contractul de Credit va fi pus la dispozitie in limba romana si in limba engleza. Varianta in limba romana va fi cea care va fi luata in considerare. Traducerea in limba engleza are doar rol informativ.

4 Va puteti retrage din Contractul de Credit?

4.1. Da. Aveti dreptul sa va retrageti din Contractul de Credit (sa il anulati) in termen de 14 zile calendaristice de la

i) incheierea acordului de credit

ii) sau din ziua in care primiti Informatiile obligatorii solicitate in conformitate cu Sectiunea 2, Capitolul IV din OUG nr. 50/2010, pe un suport sigur (cum ar fi pdf), daca acest lucru se intampla mai tarziu. Nu sunteti obligati sa indicati un motiv pentru retragere.

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. Prin "Informatii obligatorii", ne referim la urmatoarele informatii :

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. Conditiile 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 dobanda anuala efectiva (DAE) ;

4.4.7 suma totala pe care trebuie sa o restituiti;

4.4.8 In ceea ce priveste punctele 4.4.6 si 4.4.7: trebuie sa indicam ipotezele care sunt utilizate pentru a calcula aceste cifre care ne sunt cunoscute la momentul incheierii contractului;

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 partiale, 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 fiecarei 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 neefectuarii platilor la scadenta;
4.4.14 daca aveti dreptul de a va retrage din Contractul de Credit, perioada si alte circumstante de exercitare a dreptului dumneavoastra, precum si obligatia dumneavoastra de a rambursa creditul platit si dobanda aferenta acestuia, precum si valoarea dobanzii platibile pe zi;
4.4.15 dreptul la rambursare anticipata. Daca avem dreptul la despagubire in caz de rambursare anticipata, acest lucru trebuie mentionat in mod clar. De asemenea, trebuie sa va informam cu privire la modul in care va fi calculata despagubirea;
4.4.16 etapele de reziliere a Contractului de Credit;
4.4.17 daca exista sau nu o procedura extrajudiciara de reclamatie si cum o puteti utiliza;
4.4.18 toti ceilalti termeni si conditii relevante pentru Contractul de Credit;
4.4.19 denumirea si adresa autoritatii responsabile pentru supravegherea Ferratum.

5. Cum functioneaza Limita de Credit si Tragerile?

5.1. Dupa ce ati incheiat Contractul de Credit, puteti solicita banii (trageri) aferenti Creditului pana la Limita de Credit prin intermediul Contului. Valoarea minima a unui Credit va fi de cel putin 250 de lei.

5.2. Putem rezilia, restrictiona sau suspenda dreptul dumneavoastra de a primi Credit sau de a refuza o cerere de tragere?

Da. Chiar daca suma se incadreaza in limita dumneavoastra de Credit, este posibil sa va refuzam solicitarea in urmatoarele situatii:

1. in cazul rezilierii, inlocuirii sau expirarii Contractului de Credit din orice motiv, in conformitate cu Contractul de Credit;
2. in cazul in care a fost transmisa o notificare de reziliere cu privire la Contract;
3. daca incalcati Contractul, inclusiv prin plata cu intarziere;
4. in cazul in care consideram ca exista un risc sporit ca nu-l veti putea rambursa. Pentru determinarea acestui ris putem folosi modele interne de scoring;
5. daca vom considera ca bonitatea dumneavoastra s-a redus;
6. daca suspectam sau descoperim un risc de frauda, utilizare neautorizata, utilizare necorespunzatoare sau de catre o terta parte a liniei dumneavoastra de Credit, in temeiul prezentului Contract;
7. in cazul in care nu va incadrati in politicile de risc ale Ferratum;
8. in cazul in care va schimbati numele si/sau prenumele;
9. daca ne trimiteti o notificare de retragere din Contract;
10. daca va pierdeti capacitatea juridica sau capacitatea dumneavoastra juridica este limitata;
11. in cazul decesului;
12. daca datele dumneavoastra de credit nu sunt disponibile sau nu pot fi accesate, indiferent de motiv.

5.2.1 In cazul in care accesul dumneavoastra la Credit este suspendat, Ferratum poate decide, in mod arbitrar, daca va anula suspendarea.

5.3. De unde veti sti daca cererea dumneavoastra este aprobata?

5.3.1. Decizia noastra de a aproba solicitarea dumneavoastra de credit va va fi transmisa prin e-mail sau SMS. De asemenea, veti sti ca este aprobat atunci cand banii ajung in contul dumneavoastra bancar.
5.3.2 **Important:** 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. Care este limita dumneavoastra de credit si cum poate fi modificata?

5.4.1. Limita dvs. de Credit este indicata in Clauzele specifice si se bazeaza pe o evaluare a bonitatii. Limita dumneavoastra de Credit poate fi modificata de Ferratum in orice moment, fie ca urmare a cererii dumneavoastra, fie prin decizia Ferratum, cu conditia ca orice modificare sa ia in considerare evaluarea bonitatii efectuata de Ferratum.
5.4.2. Retineti ca, daca solicitati marirea Limitei de Credit, avem dreptul sa refuzam acest lucru.

5.4.3. Ferratum va poate verifica bonitatea in orice moment in timpul imprumutului si trebuie sa faca acest lucru cel putin o data la cinci ani, daca Contractul de Credit este reinnoit. Inainte de a aproba orice crestere mare (peste 15%) a Limitei de Credit, Ferratum va va reanaliza situatia financiara. Aceste verificari sunt in conformitate cu normele interne ale Ferratum. Daca limita dumneavoastra de credit este redusa, trebuie sa rambursati orice suma peste noua limita pana la data scadenta indicata pe urmatoarea factura.

5.5. Ce taxe se aplica?

5.5.1. Ferratum percepe dobanda nominala pentru acordarea Creditului la rata indicata in Conditiile Specifice. Dobanda nominala va fi perceputa din ziua in care primiti Creditul in contul dumneavoastra bancar pana la rambursare. In cazul in care orice suma este exigibila intr-o zi nelucratoare (cum ar fi weekend-ul sau o sarbatoare legala), aceasta va fi platita in urmatoarea zi lucratoare.

5.5.2 Celelalte taxe trebuie platite asa cum se mentioneaza in Contractul de Credit sau, daca nu se mentioneaza acolo, asa cum se prevede pe factura. Ferratum poate percepe, de asemenea, o taxa unica (enumerata in Anexa 1) pentru serviciile personalizate pe care le solicitati. Toate platile trebuie efectuate integral, fara deduceri pentru creante, taxe sau alte costuri.

5.5.3.. In cadrul promotiilor, Ferratum poate reduce sau renunta la taxele platibile daca indepliniti termenii si conditiile speciale la care este supusa promotia.

5.7. Aveti dreptul sa solicitati un grafic de rambursare gratuit in orice moment in timpul imprumutului. Acesta va fi furnizat pe suport de hartie sau in alt format durabil (cum ar fi pdf), dupa cum alegeti. Tabelul va cuprinde graficul de plata, inclusiv suma aferenta sumei imprumutului, dobanda si orice alte costuri.

6. Cand si cum veti primi banii?

6.1. Dupa aprobarea cererii de Credit, banii vor fi trimisi in contul dumneavoastra bancar in termen de doua (2) zile lucratoare. Nu ne asumam responsabilitatea pentru intarzierile cauzate de terti.

7. Cum rambursati Creditul?

7.1. Cand si cat trebuie sa rambursati?

Trebuie sa platiti lunar cel putin Suma Minima de Plata pana la Scadenta. Va rugam sa consultati Conditiile Specifice.

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.

7.1.2. Cum stii cat trebuie sa rambursezi?

(i) Factura dumneavoastra va cuprinde suma pe care trebuie sa o platiti, inclusiv orice taxe si comisioane, precum si dobanzile de intarziere pana la data scadentei;

(ii) Plata trebuie efectuata chiar daca nu primiti factura;

(iii) Daca nu primiti factura in termen de patrusprezece (14) zile calendaristice de la data la care ar trebui sa fie emisa, va rugam sa ne informati.

7.1.3. Puteti rambursa anticipat?

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. Cum efectuati rambursarile?

Veti rambursa

(i) prin intermediul Contului, daca o astfel de 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) prin utilizarea numarului de referinta al rambursarii specificat in Conditiile specifice, in detaliile tranzactiei sau prin scanarea codului de bare din factura sau utilizand optiunile de plata disponibile atunci cand faceti clic pe link-ul de plata de pe factura electronica sau SMS-ul trimis de Ferratum, daca o astfel de posibilitate este oferita de Ferratum.

(iv) In cazul in care nu respectati instructiunile si Ferratum nu este in masura sa coreleze plata cu

Contractul dvs. de Credit, atunci se considera ca plata nu a fost primita si veti fi obligat sa platiti dobanda de intarziere. Veti rambursa sumele datorate printr-un cont bancar detinut in numele dumneavoastra, pe cheltuiala dumneavoastra sau in numerar, de la o banca care opereaza in Romania, permitand plati catre conturi 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. De asemenea, puteti configura o debitare directa si/sau un ordin de plata la termen si/sau o plata recurenta pentru Suma Minima de Plata prin cardul dumneavoastra de plata. Trebuie sa fiti de acord cu termenii si conditiile noastre pentru astfel de plati pentru a plati in acest mod.

7.5. Cand se considera ca a fost primita o rambursare?

Atunci cand este primita in contul nostru bancar. Orice comisioane bancare percepute de furnizorii dumneavoastra pentru transferul de bani sunt in sarcina dumneavoastra. Ferratum va va trimite gratuit o confirmare prin SMS pentru fiecare rambursare.

7.6. Cum se aplica rambursarile?

Cand rambursati, banii dumneavoastra vor fi aplicati in urmatoarea ordine:

1. costuri de executie,
2. taxe de inregistrare si onorarii pentru stingerea inregistrarii garantiilor mobiliare, constituite in baza prezentului Contract de Credit in/din Arhiva Garantii Electronice Reale Mobiliare,
3. comisioane,
4. dobanda pentru intarziere,
5. dobanda nominala restanta,
6. dobanda nominala curenta,
7. creditul restant,
8. si creditul ramas.

7.7. Ne puteti solicita o amanare de plata? Da.

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. 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. Nu se pot accepta solicitari consecutive de amanare de plata. Trebuie intrunite urmatoarele conditii:

- daca ati platit Suma Minima de Plata pana la Scadenta de cel putin patru (4) ori consecutiv inainte de a va depune cererea pentru acest serviciu.
- Dobanda va continua sa se acumuleze in aceasta perioada.
- Pot exista si alte conditii, caz in care va vom informa, inainte de a va accepta cererea.
- Ne rezervam dreptul de a aproba sau a respinge solicitarea dumneavoastra din orice motiv. Nu avem obligatia de a va dezvalui acest motiv;
- Cererea trebuie sa ajunga la Ferratum cu cel putin cincisprezece (15) zile inainte de data scadenta respectiva.

Ferratum nu va percepe Comision unic pentru acest serviciu.
7.8 Clauza 7 va supravietui incetarii Contractului de Credit.

8. Ce se intampla daca nu efectuati o plata?

8.1. Daca nu platiti integral Suma Minima de Plata pana la Scadenta (sunteti in intarziere cu plata), incalcati Contractul. Daca intarziati efectuarea unei plati, va trebui sa platiti dobanda de intarziere la rata indicata in Conditiile Specifice privind suma restanta, incepand din ziua in care plata era scadenta pana cand suma este achitata. Ferratum va avea dreptul sa ia toate masurile legale necesare pentru a recupera sumele pe care le datorati conform Contractului de Credit.
8.2. Ferratum are dreptul de a declara scadenta anticipata si de a solicita rambursarea pentru intregul credit, inclusiv dobanzile si cheltuielile, daca data scadenta este depasita cu cel putin 90 de zile, indiferent de valoarea sumei restante.
8.3. Ferratum poate solicita rambursarea tuturor daunelor, costurilor si impozitelor reale legate de colectarea platilor restante, inclusiv a taxelor platite colectorilor de creante. Aceste taxe nu pot depasi cuantumul maxim prevazut de lege. Acceptati faptul ca Ferratum poate colecta aceste sume direct de la dumneavoastra sau prin recuperatori de creante, fara a fi nevoie de o hotarare judecatoreasca.
8.4. Daca nu va indepliniti obligatiile in temeiul Contractului de credit, Ferratum va poate contacta cu notificari

de intarziere, notificari de plata, apeluri si poate chiar sa va notifice angajatorul. In cazul intarzierii platii, Ferratum va poate inregistra, de asemenea, ca platitor intarziat in bazele de date de credit, cum ar fi Biroul de Credite S.A. sau Centrul de Risc de Credit.
8.5. Ce alte consecinte pot decurge din neefectuarea platilor restante? In plus fata de penalitati si alte costuri, platile restante pot duce, de asemenea, la:
- solicitarea returnarii anticipate a sumelor datorate in temeiul Contractului de Credit,
- rezilierea Contractului de Credit,
- inregistrarea dumneavoastra ca rau-platnic in bazele de date, ceea ce va poate afecta negativ ratingul de credit, facand dificila sau mai costisitoare obtinerea unui imprumut in viitor si conduce la luarea de masuri legale impotriva dumneavoastra.

8.6. Veti 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. Putem rezilia Contractul din alte motive?
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 remediata si care nu a fost remediata 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. impotriva dumneavoastra a fost initiata sau formulata orice actiune judiciara, ordin de sechestru, procedura de executare sau actiune similara; 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. Cum sunt prelucrate Datele dumneavoastra cu caracter personal?
9.1. Colectam si prelucram datele dumneavoastra cu caracter personal in conformitate cu:
- Regulile de Prelucrare a Datelor Personale ale Clientilor care sunt publicate
- pe baza consimtamantului acordat pentru o astfel de prelucrare, atunci cand acest lucru este impus de legea aplicabila.
- Legile aplicabile privind protectia datelor, conform articolului 9.2.
- Veti informa Ferratum imediat si in cel mult doua (2) zile lucratoare daca a existat vreo modificare a datelor furnizate Ferratum. Pentru informatii suplimentare, va rugam sa consultati Politica noastra de Confidentialitate de pe site-ul web.

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. Cum vom comunica cu dumneavoastra?

10.1. Va putem trimite notificari si mesaje importante prin:
- intermediul Contului,
- prin e-mail, telefon sau prin intermediul sistemului de mesagerie SMS,
- aplicatiilor mobile sau
- prin alte 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 de stocare rezistent (adica intr-un mod care va permite sa o salvati) sau prin posta.

10.2. Notificarile sunt considerate primite la aceeasi data la care va sunt trimise, cu exceptia cazului in care sunt trimise prin posta. Daca sunt trimise prin posta, se considera primite in termen de cinci (5) zile calendaristice dupa ce au fost trimise. Daca nu informati Ferratum cu privire la orice modificare a adresei dumneavoastra de e-mail, a adresei, a numarului de telefon sau a altor detalii de contact, Ferratum nu este responsabila pentru eventualele probleme cauzate de utilizarea in continuare a vechilor dumneavoastra informatii de contact.

10.3. Pe durata Contractului, vom comunica cu dumneavoastra in limbile romana sau engleza sau doar in limba romana.

11. Ce Jurisdictie si Lege se aplica prezentului Contract?

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 intenta o actiune impotriva Ferratum in statul membru al Uniunii Europene in care aveti domiciliul (cel mai probabil Romania) sau in Malta. 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. Cum puteti face o Reclamatie?

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. Reclamatiile se solutioneaza prin negocieri. Veti depune reclamatia in scris (inclusiv e-mail), in care veti specifica:
(a) numele, prenumele, codul numeric personal, adresa locului de resedinta si informatiile de contact;
(b) data depunerii adresei de reclamatie si
(c) natura problemei, reclamatia dumneavoastra si justificarea acesteia.
Veti anexa copii ale documentelor care atesta tranzactia, precum si alte documente care justifica reclamatia (daca este posibil). O reclamatie depusa electronic nu necesita semnatura.
12.1.1. Daca primim reclamatia dumneavoastra, va vom informa in termen de doua (2) zile lucratoare;
- Daca nu putem raspunde in termen de cincisprezece (15) zile lucratoare, va vom informa cu privire la intarziere si va vom explica motivele acesteia. De asemenea, va vom informa, care este termenul limita pentru finalizarea analizei. Acest lucru nu ar trebui sa dureze mai mult de cincisprezece (15) zile lucratoare suplimentare.
- Daca nu furnizam un raspuns in termenul specificat, se va considera ca reclamatia nu a fost luata in considerare.

12.2. Ce se intampla daca nu sunteti multumit de raspunsul primit la reclamatie?

De asemenea, aveti posibilitatea de a depune o reclamatie la oricare dintre urmatoarele entitati: (1) Autoritatea Nationala pentru Protectia Consumatorilor (ANPC), cu sediul in Bucuresti, Bulevardul Aviatorilor nr. 72, sector 1, cod postal 011865 si/sau (2) Centrul de solutionare alternativa a litigiilor in domeniul bancar,

cu sediul in Str. Sevastopol nr. 24,etaj 2, sector 1, Bucuresti si/sau (3), in scris, la Oficiul Arbitrului pentru Servicii Financiare, la adresa: N/S in Regional Road, Msida MSD 1920, Malta, adresa de e-mail: complaint.info@asf.mt
Important: Oricare dintre aceste entitati poate solicita sa formulati reclamatiile catre Ferratum inainte de a depune o reclamatie la acestea.
12.2.1. Atunci cand depuneti o plangere la ANPC, puteti utiliza site-ul institutiei https://eservicii.anpc.ro/ si sa completati o cerere in care sa furnizati: datele dumneavoastra de identificare, datele de identificare ale Ferratum, datele de identificare ale produsului, orice alte documente necesare.
12.2.2 Atunci cand depuneti o plangere la Centrul de solutionare alternativa a litigiilor in domeniul bancar, puteti completa reclamatia utilizand instructiunile de pe site-ul institutiei https://formular.csalb.ro/ si prin urmatoarele canale:
(1) formular online,
(2) e-mail sau posta sau
(3) la sediul institutiei.
12.2.3. Atunci cand depuneti o plangere la Arbitrul pentru Servicii Financiare, trebuie sa furnizati:
- datele dumneavoastra personale,
- numele nostru (Multitude Bank p.l.c.);
- produsul sau serviciul la care se refera plangerea (in acest caz: Produsul Linia de Credit);
- motivul/motivele plangerii si rezultatul pe care il urmariti;
- o copie a plangeerii dumneavoastra adresata noua si raspunsul nostru (va rugam sa retineti ca trebuie sa ne acordati un interval de cel putin cincisprezece (15) zile lucratoare) pentru a raspunde;
- documentele relevante referitoare la produsul care face obiectul plangerii; si
- orice alte documente care sustin plangerea dumneavoastra.

13. Ferratum poate modifica Acordul?
13.1. a) Ferratum poate modifica aceste Conditii Standard si poate actualiza Tabelul de Taxe (Anexa 1) in mod arbitrar. Cu toate acestea, modificarile se vor aplica unui Contract de Credit aflat in desfasurare doar daca acest lucru este impus de lege.
b) Clientul va fi instiintat cu cel putin 30 de zile inainte printr-o notificare semnata si datata, trimisa electronic sau intr-un alt format durabil, cu exceptia cazului in care legea impune o perioada de preaviz mai scurta.
c) Clientul trebuie sa accepte noile conditii in termen de 15 zile prin semnarea unui act aditional. In cazul in care Clientul nu este de acord, poate rezilia Contractul de Credit inainte ca modificarile sa intre in vigoare. In acest caz, este posibil sa fie necesara rambursarea anticipata a tuturor sumelor restante inainte de reziliere.
d) In cazul in care Clientul nu respinge modificarile sau nu reziliaza Contractul de Credit, modificarile se vor aplica automat conform legii.
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. Ferratum va notifica Clientul cu privire la orice modificari ale acestor Termeni Standard, inclusiv o descriere a modificarilor si daca acestea rezulta din modificarile de legislatie, in conformitate cu articolul 13.1. De asemenea, notificarea va preciza cand vor intra in vigoare modificarile. Daca nu sunteti de acord, puteti depune o reclamatie la autoritatile competente (a se vedea articolul 12.2) sau puteti refuza acceptarea modificarilor inainte ca acestea sa se aplice, prin rezilierea Contractului de Credit. In acest caz, Clientul poate fi nevoit sa ramburseze toate sumele restante inainte de reziliere.
14. Ce se intampla daca are loc un eveniment neasteptat? (Forta majora)
14.1. Forta majora este un eveniment neasteptat, in afara controlului oricarei persoane, care face imposibila indeplinirea obligatiilor in temeiul contractului de credit. Printre exemple se numara: greve, restrictii legale impuse de guvern sau de o autoritate a UE, sabotaje, revolte, dezastre naturale sau evenimente similare. In cazul in care apare un caz de Forta Majora, partea afectata trebuie:
(a) sa informeze cealalta Parte cu privire la existenta unui astfel de caz de forta majora;
(b) sa faca tot posibilul pentru a-si indeplini in continuare obligatiile care-i revin in temeiul acordului; si
(c) sa isi indeplineasca obligatiile de indata ce cazul de Forta Majora inceteaza, in termenul specificat de cealalta Parte.
14.2. Important: In cazul in care cazul de forta majora afecteaza indeplinirea unei obligatii, partea afectata trebuie totusi sa indeplineasca toate celelalte obligatii care nu sunt afectate de forta majora. Forta majora NU

include incetarea raporturilor de munca sau alte conditii care afecteaza capacitatea dumneavoastra de a rambursa sumele pe care ni le datorati.

14.3 Este Ferratum responsabil pentru pierderi?

Cu exceptia vatamarilor care provoaca decesul sau vatamarea corporala, Ferratum este responsabila numai daca actioneaza cu neglijenta grava sau in mod intentionat. Pentru neglijenta obisnuita, responsabilitatea Ferratum este limitata la daunele care ar putea fi preconizate in mod normal. Ferratum nu este responsabila daca nu isi poate indeplini obligatiile din cauza unor evenimente aflate in afara controlului sau. Probleme precum cele legate de liniile telefonice sau erorile sistemului IT, daca sunt intretinute corespunzator, sunt de obicei considerate imprevizibile si nu sunt imputabile Ferratum.

15. Putem transfera drepturile si obligatiile care ne revin in temeiul prezentului Contract unei terte parti?

15.1. Da. Avem dreptul de a transfera oricare sau toate drepturile si obligatiile noastre in legatura cu Acordul catre o alta entitate, in conformitate cu prevederile OUG nr. 50/2010 privind contractele de imprumut pentru consumatori, cu conditia sa fiti notificat cu privire la aceasta cesiune, cu exceptia cazului in care Ferratum continua sa furnizeze servicii pentru Credit. Consimtamantul dumneavoastra nu este necesar. Acest lucru nu va afecta drepturile sau responsabilitatile dumneavoastra care decurg din prezentului Contract.

15.2. Puteti transfera Contractul unei terte parti?

Nu. Nu veti avea dreptul sa va cesionati drepturile si/sau obligatiile in legatura cu Contractul de Credit unei terte parti.

15.3. Aceasta prevedere se aplica chiar daca Contractul este reziliat.

16. Durata si reziliere

16.1. Care este durata acestui Contract?

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. Orice suma de bani (capital de credit) pe care o solicitati in temeiul Contractului este guvernata de aceste conditii.

16.2. Puteti rezilia Contractul?

Da, puteti solicita rezilierea Contractului de Credit in orice moment printr-o notificare scrisa si semnata, adresata catre Ferratum. Dupa solicitarea rezilierii, nu veti mai putea solicita acordarea unor imprumuturi suplimentare.

16.3. Putem rezilia Contractul?

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. Dobanzile si penalitatile vor continua sa se adune pana la rambursarea integrala a Creditului, conform legii. Ferratum are dreptul de a solicita rambursarea integrala sau incetarea Contractului de Credit, insa daca nu actioneaza de indata, nu isi pierde dreptul de a face acest lucru ulterior.

16.6. Ce se intampla la reziliere?

La rezilierea Contractului, toate sumele datorate in temeiul Contractului vor fi considerate imediat scadente si exigibile.

La terminarea Contractului, puteti solicita un document electronic gratuit care sa ateste daca toate obligatiile de plata sunt decontate, sau daca au mai ramas obligatii de plata scadente.

16.7. In cazul in care Contractul de Credit inceteaza din orice motiv, dispozitiile contractuale care se ocupa de drepturi si obligatii dupa reziliere se vor aplica in continuare. Dispozitiile contractuale la care se face referire includ, in principal, regulile privind solutionarea litigiilor, rambursarea, colectarea si plata datoriilor, modul de calcul al sumelor, raspunderea si cesiunea drepturilor.

16.8. Clauza 16 va supravietui incetarii Contractului de Credit.

17. Cum garantati acest Contract de Credit?

17.1. Tot ceea ce datorati in temeiul prezentului Contract de Credit, inclusiv costurile de recuperare, dobanzile, penalitatile si taxele judiciare, este garantat printr-o creanta generala asupra activelor dumneavoastra curente si viitoare si asupra banilor din conturile dumneavoastra bancare din Romania.

18. Clauze finale

18.1. Putem alege sa nu ne prevalam de drepturile care rezulta in temeiul prezentului Contract?

Putem alege sa nu ne prevalam de drepturile care rezulta in temeiul prezentului Contract, dar acest lucru nu ne impiedica sa le folosim in viitor.

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 27.10.2025.

Anexa 1

Costuri	
Comision unic	99 RON

Multitude Bank - Standard Terms and Conditions of the Credit Agreement applicable to Customers in Romania.

1. Who are we?
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 Centre120 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; https://www.mfsa.com.mt/contact/
1.8 Ferratum must inform you correctly 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 - the money (principal) you borrow under your Credit facility as regulated by this Credit Agreement..
2.3. Credit Agreement - means the entire agreement regulating the relationship between us in connection with
your Credit facility. It consists of the: (i) Standard Terms and (ii) Specific Terms as may be changed from time to time. It sets out the rules under which you are borrowing money.
2.4. Credit Limit - the maximum amount of Credit that you can borrow at any time as specified in Section 6. ii. of the Specific Terms, as set by Ferratum following a creditworthiness assessment.
2.5. Due Date - the date by which you must pay at least the Minimum Payment Amount
2.7. Invoice -Â the document which is issued every thirty (30) days. The Invoice includes
(i) the period covered,
(ii) ii. any amount still due from the previous period,
(iii) the amounts and the dates of drawdowns (withdrawals) and repayments
(iv) current balance of the Credit 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. Until repayment of the amounts due, 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 you must pay each month as indicated in the Specific
Terms
2.9. Politically Exposed Person: means someone who holds or has held a prominent public position or has or
had close ties to such individuals, making them a higher risk for potential involvement in bribery, corruption, money laundering or financing of terrorism. We use the definition applicable to us under the laws of Malta and the European Union to assess who may be a PEP. Currently, this definition includes a person entrusted (now or in the past) with a prominent public function in or outside Malta (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, member of administrative, management or supervisory boards of state-owned entities, including 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 (or to have been) 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 This form is provided by law.
2.11. Specific Terms - the Specific Terms of the Credit Agreement applicable to Customers resident in Romania as may be amended from time to time. This contains your personal details and individualised information about your Credit. **2.12. Standard Terms** - the current document, with all valid amendments
2.13. Website - Ferratum's website at www.ferratumbank.ro

3. How do you apply for Credit?

3.1. You must have a valid Credit Agreement. Process of applying for the Agreement:
3.2. Go to the Website (directly or through a credit intermediary) and and apply for the Agreement by submitting all required details.
You can apply if you are resident in Romania, have a Romanian personal identity code and an officially registered address in Romania
You may request Ferratum to provide free copies of the draft Credit Agreement before signing. We may refuse to provide you with a copy if we do not want to grant you Credit. . Please read the Agreement carefully before accepting it. You may contact us if you have any questions.
3.3. Conclusion of the Credit Agreement does not constitute an approval to receive Credit, you must first submit a Credit request. You may apply to draw down Credit at the same time as applying for the Agreement.. More details are provided in clause 5 of these Standard Terms below.
3.4. When you apply, **you confirm that:**
3.4.1 Your personal information, including contact details, is correct. If this is not the case or anything changes, you must tell us within two (2) working days.;
3.4.2 you have an operational email address;
3.4.3 You gave us correct details of a bank account which belongs to you. The bank must be authorized in the European Union. All payments under this Credit Agreement will be made to and from this account. If you change your bank account, you must inform us immediately. We may ask you to verify your new account. This is important to reduce the risk of fraud, money laundering and financing of terrorism.
3.4.4. You are not a PEP. If you become a PEP after signing, you must inform us within one (1) working day.

3.4.5 You are borrowing for yourself, and you were provided with enough information to understand this Credit Agreement. If you are borrowing for someone else, you must inform us. We may request more verifications or reject the application.

Be aware that:
3.4.6. This Agreement is provided to you in pdf format during the application process. Read it carefully before accepting and signing it. You may also download a copy. Ask us questions if something is not clear. Once we both accept to enter into the Agreement, you will be sent an email with a copy. Please save this for future purposes.
3.4.7. If you are pressured to sign the Credit Agreement you should not sign it. Only apply for Credit out of your own free will. Be careful not to be tricked or forced by anyone into signing.
3.4.8. Short-term loans may carry certain risks. These loans are meant for temporary money needs and may

have higher costs than long-term loans. Using short-term loans for a long time could increase financial difficulties.
3.4.9. We need to assess your creditworthiness before we approve your Credit limit. If we do not consider you creditworthy, we will not grant you the Credit. However, we also ask you to also consider your income and expenses when applying for the Credit. Only take the loan if you can afford to repay it without difficulties.
3.4.10. You will be responsible for losses caused to us by breaching this Agreement. Understand your obligations and make sure you can honor them.

3.5. What information do we ask?
3.5.1. In order to process your application, we will ask for information about you and from where your income comes from. We do this for a number of reasons, including to check your credit risk and identity and to meet our legal and regulatory requirements. You agree to provide this information and/or documentation when requested within the reasonable timelines we may request.

3.5.2 We can request this information either from you and/or other persons or entities. Such information/documentation must be relevant for us to make a decision in relation to the Agreement. This could include information/documentation needed by us to meet our legal, regulatory or policy requirements relating to know your customer and monitoring of transactions, customer acceptance and/or to assess your creditworthiness and credit risk, to grant you Credit or increase your Credit Limit. This information can be obtained 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)).
3.5.3 If we cannot obtain the information, documentation or verification which we think is necessary or if you fall outside our policy requirements, we can:
(i) reject your application;
(ii) refuse to give you Credit;
(iii) terminate your Agreement immediately;
(iv) suspend or terminate your right to withdraw money; or
(v) refuse to increase the Credit Limit.

If this happens, we will inform you.
3.6. It is up to us to decide on your Credit application. . If your application is rejected, Ferratum doesn't have to explain why, unless the law requires it. However, if the rejection is based on checking a database about your income or payment history, Ferratum must tell you the result of that check and what database was used, for free and in the format you choose (if agreed with Ferratum).
3.7. How will you know if your Credit application is approved or not?
You will receive an e-mail or SMS with our decision. The Credit Agreement is concluded:

(i) If and when you receive a positive decision from us; or
(ii) When you receive the Credit,

whichever happens first.
3.8. How will you keep your User Account secure?
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) or a OTP (one-time password) and a personal user account (Account) which may be accessed from the Website/mobile application by using the PIN/ OTP, 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.
Important: You shall keep the PIN/OTP confidential and may not release or disclose your PIN/OTP 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/OTP and/or Account. You shall be responsible for damages incurred through the use of your PIN/OTP 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. In which language is the Agreement provided?
The Credit Agreement shall be provided in the Romanian and the English. The Romanian text shall be the one to consider. The English translation is for your information only.

4 Can you withdraw from the Credit Agreement?
4.1. Yes. You have the right to withdraw from the Credit Agreement (cancel it) within 14 calendar days from

i) the conclusion of the Credit Agreement
ii) 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 (like pdf), 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 your fail to act in accordance with the provisions set out in this clause, the withdrawal will lapse.
4.4. When we say "Mandatory Information" we mean the following information :
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 (APR) (effective interest rate) ;
4.4.7 the total amount you must pay back;
4.4.8 As regards points 4.4.6 and 4.4.7: we must indicate the assumptions that are used to calculate these figures that are known to us at the time the Agreement is concluded;
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 whether you have the right to withdraw from the Credit Agreement, the period and other circumstances for exercising your right, and your obligation to repay the Credit disbursed and interest on it as well as the amount of interest payable per day;;
4.4.15 the right of early repayment. If we have the right to compensation in case of early repayment, this must be clearly stated. We must also inform you of the way in which the compensation will be calculated;;
4.4.16 the steps to terminate the Credit Agreement;
4.4.17 whether or not there is an out-of-court complaint process and how you can use it;
4.4.18 all other terms and conditions relevant for the Credit Agreement;
4.4.19 the name and address of the of the authority responsible for overseeing Ferratum.

5. How do the Credit Limit and Drawdowns work?
5.1. Once you have concluded the Credit Agreement, you can request money (drawdowns) of Credit up to your Credit Limit through the Account. A Credit request shall be for not less than 250 RON.
5.2. Can we terminate, restrict or suspend your right to receive Credit or refuse a drawdown request?
Yes. Even if the amount is within your Credit Limit, we may refuse your request in the following situations:

1. in case of termination, replacement or expiry of the Credit Agreement for any reason in line with the Credit Agreement;
2. in case a notice of termination has been given with respect to the Agreement;
3. if you breach the Agreement, including by late payment;
4. if we believe there is a higher risk that you will not be able to pay. We may use internal scoring models to determine this risk;
5. if we consider that your creditworthiness has deteriorated;
6. if we suspect or detect a risk of fraud, unauthorized use, misuse or use by a third party of your Credit line facility under this Agreement;
7. in case you fall outside Ferratum's risk policies;
8. in case your name and/or surname changes;
9. if you send us a notice to withdraw from the Agreement;
10. if you lose your legal capacity or your legal capacity is limited;
11. if you die;
12. if your credit data is not available or cannot be accessed for any reason.

5.2.1 If your access to Credit is suspended, Ferratum may decide at its own discretion whether to lift the suspension.
5.3. How will you know if your request for money is approved?
5.3.1. Our decision to approve your Credit request shall be notified via email or SMS. You will also know it is approved when the money arrives in your bank account.

5.3.2 Important: 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. What is your Credit Limit and how it can be changed?

5.4.1. 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 will; provided that any change shall take into account your creditworthiness assessment undertaken by Ferratum.
5.4.2. Any increase of the Credit Limit will be made by conclusion of an addendum to the Credit Agreement.

Remember, if you ask us to increase your Credit Limit, we have a right to refuse this.

5.4.3. Ferratum can check your creditworthiness at any time during the loan, and must do so at least once every five years if the Credit Agreement is renewed. Before approving any large increase (over 15%) in your Credit Limit, Ferratum will review your financial situation. These checks follow Ferratum's internal rules. If your credit limit is reduced, you must repay any amount over the new limit by the due date shown on the next invoice.

5.5. What fees apply ?
5.5.1. Ferratum charges 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 until repayment. In the case that any amount is due on a non-working day (like weekend or public holiday), it shall be payable on the following working day.
5.5.2 Other fees must be paid as stated in the Credit Agreement or, if not mentioned there, as shown on the invoice. Ferratum may also charge a one-time fee (listed in Appendix 1) for services you specifically request. All payments must be made in full, without any deductions for claims, taxes, or other costs.
5.5.3. Ferratum
may for promotional purposes reduce or waive the fees payable if you satisfy the special terms and conditions to which the promotion is subject.
5.7. You have the right to ask for a free amortization table at any time during the loan. It will be provided on paper or another durable format (like pdf), as you choose. The table will show your payment schedule, including how much goes toward the loan amount, interest, and any other costs.

6. When and how will you receive your money?
6.1. Once your Credit request is approved, the money will be sent to your bank account within two (2) working days. We are not responsible for any delays caused by others.

7. How do you repay the Credit?
7.1.1 When and how much do you need to repay?
You must pay at least the Minimum Payment Amount by the Due Date on a monthly basis. Please refer to the Specific Terms.
7.1.2. How do you know how much to repay?

(i) Your Invoice will show the amount you need to pay, including any fees and charges as well as default interest by the Due Date;
(ii) If you do not receive the invoice, you still have to pay;
(iii) If you do not receive your invoice within fourteen (15) calendar days after it is supposed to be issued, you must inform us.

7.1.3. Can you repay earlier?
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. How do you make repayments ?
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
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.
(iv) 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. You can also set up a direct debiting and/or standing order and/or recurring payment for the Minimum Payment Amount through your payment card. You need to agree to our terms and conditions for such payments in order to pay in this manner.
7.5. When is a repayment considered received?
When it is received in our bank account. Any bank fees charged by your providers for transferring money are your responsibility. Ferratum shall send you an SMS confirmation for each repayment, free of charge.
7.6. How are repayments applied?
When you repay, your money will be applied in the following order:
1. execution costs,
2. 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,
3. commissions,
4. default interest,
5. overdue nominal interest,
6. current nominal interest,
7. overdue credit,
8. and remaining credit.

7.7. Can you ask us for a payment holiday? Yes.
You may request Ferratum to lower the Minimum Payment Amount to zero (0) not more than two (2) nonconsecutive times in any twelve (12) month period. The requests cannot follow each other. There are conditions as follows:
- 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.
- There may be other conditions but if so, we will tell you before we accept your request..
- We may approve or reject your request for any reason. We do not have to tell you the reason;
- 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. What happens if you miss a payment?
8.1. If you do not pay the Minimum Payment Amount in full by the Due Date (you are late on your payment), you are in breach of the Agreement. If you are late in payment, you will have to pay default interest at the rate indicated in the Specific Terms on the overdue amount, starting from the day the payment was due until the amount is paid. 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 can claim back all actual damages, costs, and taxes related to collecting overdue payments, including fees paid to debt collectors. However, these fees cannot be higher than what the law allows. You agree that Ferratum can collect these amounts directly from you or through debt collectors without needing a court decision.
8.4. If you do not meet your obligations under the Credit Agreement, Ferratum may contact you with reminders, payment notices, calls, and even notify your employer. In case of late payment, Ferratum may also register you as a late payer in credit databases like Biroul de Credite S.A. or the Credit Risk Center.
8.5. How else can missing payments affect you? 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. Can we terminate the Agreement for other reasons?

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 3 (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 court action, seizure order, enforcement procedure, or similar action has been started or issued against you; or; 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. How is your Personal Data Processed?

9.1. We collect and process your personal data according to:
- Principles of Processing the Personal Data of Clients which are published on the
- on the basis of any consent given for such processing, when this is required by applicable law.
- Applicable data protection laws as in clause 9.2.
- 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. For further information, please check our Privacy Policy on the Website.

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. How will we communicate with you?

10.1. We can send important notices and messages to you 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 (i.e. in a way which allows you to save it) or by post.

10.2. Notices are considered received on the same date on which they are sent to you unless they are sent by post. If sent by post, they are considered received five (7) calendar days after they are sent. If you do not inform Ferratum about any change to your email, address, phone number, or other contact details, Ferratum is not responsible for any issues caused by continuing to use your old contact information.
10.3. During the Agreement, we will communicate with you in Romanian or English and Romanian.

11. What Jurisdiction and Law apply to this Agreement?

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 (most likely Romania) or in Malta. 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. How can you make a Complaint?

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), including:
(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.
12.1.1. If we receive your complaint, we will inform you within two (2) business days;
- If we cannot answer within fifteen (15) business days, we will inform you about the delay and explain the reasons for it. We will also inform you, by when, the investigation is likely to be completed. This should not take more than an additional fifteen (15) business days.
- If we do not provide a reply within the time-period specified, it shall be considered that we have refused your complaint.

12.2. What if you are not satisfied by how we answer your complaint?

You also have the possibility to submit a complaint to any of the following entities:
(1) the National Authority for Consumer Protection (ANPC), 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: N/S in Regional Road, Msida MSD 1920, Malta, email address: complaint.info@asf.mt

Important: Any of these entities may request that you first direct your complaints to Ferratum before filing a complaint with them.
12.2.1. When complaining to the ANPC, you can use their website https://eservicii.anpc.ro/ and fill in a request and provide: your identification data, Ferratum`s identification data, product identification data, required

documents.
12.2.2 When complaining to the Center for alternative dispute resolution in the banking field, you can fill in the complaint by using the instructions found on their website https://formular.csalb.ro/, and through the following channels:
(1) online application,
(2) e-mail or mail or
(3) at their headquarter.
12.2.3. When complaining to the Arbiter for Financial Services you must provide:
- your personal details,
- our name (Multitude Bank p.l.c.);
- the product or service you are complaining about (in this case: Credit Line Product);
- the reason/s for the complaint and the outcome you want;
- a copy of your complaint to us and our reply (please note that you need to allow us time to reply at least fifteen (15) business days);
- relevant documents relating to the product you are complaining about; and
- any other documents supporting your complaint.

13. Can Ferratum change the Agreement?

13.1. a) Ferratum can change these Standard Terms and update the Tariff of Fees (Appendix 1) at its discretion.
However, changes will only apply to an existing Credit Agreement if required by law.
b) The Customer will be notified at least 30 days in advance through a signed and dated notice, sent electronically or in another durable format, unless the law requires a shorter notice period.
c) The Customer must accept the new terms within 15 days by signing an addendum. If the Customer disagrees, you can terminate the Credit Agreement before the changes take effect. In that case, they may need to repay all outstanding amounts before termination.
d) If the Customer does not reject the changes or terminate the Credit Agreement, the amendments will automatically apply as required by law.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. Ferratum will notify the Customer of any changes to these Standard Terms, including a description of the modifications and whether they result from legal updates, following clause 13.1. The notice will also specify when the changes will take effect. If you disagree, you may file a complaint with the relevant authorities (see clause 12.2) or refuse the changes by terminating the Loan Agreement before they apply. In that case, the Customer may need to repay all outstanding amounts before termination.

14. What happens if an unexpected event occurs? (Force Majeure)

14.1. Force Majeure is an unexpected event outside anyone's control that makes it impossible to meet obligations under the Credit Agreement. Examples include: strike, legal restriction imposed by the government or an EU authority, sabotage, uprising, natural disasters or similar events. If a Force Majeure happens the affected party must:

(a) inform the other Party of the existence of such Force Majeure event;
(b) do their best to continue to meet their obligations under the Agreement; and
(c) fulfil their obligations once the Force Majeure event stops, within the time specified by the other Party.

14.2. Important: If the Force Majeure event effects the performance of an obligation, the affected party still needs to perform all other obligations not affected by Force Majeure. Force Majeure does NOT include termination of employment or other conditions affecting your capacity to repay amounts due to us.

14.3 Is Ferratum responsible for losses?

Except for harm causing death or injury, Ferratum is only responsible if it acts with gross negligence or intentionally. For ordinary negligence, Ferratum's responsibility is limited to damages that could normally be expected. Ferratum is not responsible if it cannot meet its obligations due to events outside its control. Problems like phone line issues or IT system errors, if properly maintained, are usually considered unpredictable and not Ferratum's fault.

15. Can we transfer our rights and obligations under this Agreement to a third party?

15.1. Yes. We have the right to transfer any or all of our rights and obligations in relation to the Agreement to someone else, 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 consent is not required This will not impact any of your rights or responsibilities under this Agreement.
15.2. Can you transfer your Agreement to a third party? No. 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 applies even if the Agreement is terminated.

16. Term and Termination
16.1. How long does this Agreement last?
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. Any money (Credit capital) you request under the Agreement is governed by these conditions.
16.2. Can you terminate the Agreement?
Yes, you may request the termination of the Credit Agreement at any time with a written and signed notice to Ferratum. Once you ask for termination, you cannot ask for more money.
16.3. Can we terminate the Agreement? 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. Interest and penalties will keep adding up until you repay everything, as required by law. If Ferratum has the right to demand full repayment or end the Credit Agreement but doesn't act immediately, it does not lose the right to do so later.
16.6. What happens on termination?
On termination, all amounts due under the Agreement shall be considered immediately due and payable. When the contract ends, you can request a free electronic document showing either that all obligations are settled or that some obligations are still outstanding.
16.7 If the Credit Agreement ends for any reason, the
parts that deal with rights and obligations after termination will still apply. This mainly includes rules about dispute resolution, repayment, collection and payment of debts, how amounts are calculated, liability, and assignment of rights.
16.8. This clause 16 shall survive the termination of the Credit Agreement.

17. How you guarantee this Credit Agreement?
17.1. Everything you owe under this Credit Agreement, including recovery costs, interest, penalties, and court fees, is secured by a general claim on your current and future assets and on the money in your bank accounts in Romania.

18. End Provisions
18.1. Can we choose not to apply our rights under this Agreement? We may choose not to apply our rights under this Agreement, but this does not prevent us from applying these in the future.
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 27.10.2025.

Appendix 1

Tariff of Fees	
Single fee	99 RON