

GENERAL TERMS AND CONDITIONS OF CREDIT LINE AGREEMENT

1. Terms used in this Agreement:

Lender	[Company's date], [registration number], [legal address].
Borrower	Legally capable private individual stated in the Special Terms who has signed the Agreement and who meets with the following preconditions: - Borrower is 20 to 75 years old; - Borrower's permanent declared place of residence is in the Republic of Latvia; - Borrower is a tax resident of the Republic of Latvia; - Borrower has an account in one of credit institutions registered in the Republic of Latvia and the Borrower have the rights of free disposal open such bank account; - Borrower is an ultimate beneficial owner - Borrower is not under influence of alcoholic, narcotic, psychotropic or toxic substances.
Borrower's User Account	Borrower's personal page on the Web Page, which is created after Borrower's registration on the Web Page and is permanently available to the Borrower upon entering of user name and password.
Lender's Account	Lender's bank account stated in the Special Conditions, Web Page or Invoice.
Borrower's Account	Account opened on Borrower's name in one of credit institutions registered in the Republic of Latvia, from which payment of Registration Fee was made and which is stated in the User Account. In case of E-identification Borrower's Account is the account stated by the Borrower prior to E-identification on the User Account during the registration.
Mobile Phone Number	Number allocated by a mobile communications operator which is stated upon registration or changed after registration, and which the Borrower has notified to the Lender.
Email Address	Email address which is stated upon registration or changed after registration, and which the Borrower has notified to the Lender.
Discount	A discount applied by the Lender to any of payments/commissions stated in this Agreement or to the Credit Line Amount, which is notified by the Lender on the Web Page or in the User Account, or by sending a notice to Borrower's Email Address.
Outstanding Amount	Issued Credit Line Amount and Credit Line Usage Commission, which must be repaid by the Borrower to the Lender pursuant to terms and conditions of this Agreement.
E-identification	Borrower's identification on the Web Page using online connection between Borrower Bank's internet bank and Lender's Web Page or another information technology solution, which permits Borrower's identification and is available on web page
Standard European Consumer Credit Information	Standard European Consumer Credit Information form set forth by the Directive 2008/48/EK of the European Parliament and Council of 23 April 2008.
APR (annual percentage rate)	Total costs of Credit Line Limit calculated pursuant the applicable legal acts, expressed in per cents from the total Credit Line Amount as of the date of signing of this Agreement. APR is stated in the Special Conditions. APR is calculated based on the Assumptions.
Available Credit Line Limit	A limit unanimously stated by the Lender which is available to the Borrower from the total Credit Line Limit and which is issued to the Borrower in form of Credit Line Amounts.
Credit Line Limit	Total available and allocated amount offered to the Borrower which is stated in the Special Terms and which is issued to the Borrower in instalments during the terms of this Agreement if the Borrower fulfils terms and conditions of this Agreement.

Credit Line Amount	An amount issued to the Borrower within the Credit Line Limit, which is not yet repaid by the Borrower to the Lender.
Credit Line Amount Repayment Date	Last day of payment term when the Borrower must repay the Credit Line Amount and Credit Line Amount Usage Commission pursuant to the terms and conditions of this Agreement.
Credit Line Amount Issuing Confirmation	Document made by the Lender after approval of Credit Line Issuing Request which states the issued Credit Line Amount, Credit Line Amount Usage Commission and Term. It is sent by the Lender to Borrower's Email Address after issuing of Credit Line Amount.
Credit Line Amount Usage Commission	Commission fee paid by the Borrower to the Lender for issuing and use of the respective Credit Line Amount. The amount of the commission fee is stated in Credit Line Amount Issuing Confirmation.
Total Repayable Amount	Amount calculated upon signing of this Agreement pursuant to the applicable legal acts, which is made by the total Credit Line Limit amount and all costs, including the Credit Line Amount Usage Commission, which must be paid by the Borrower pursuant to this Agreement, which is calculated based on the Assumptions.
Agreement	This Credit Line Agreement which consists of the General Terms and the Special Terms and which integral part is the Credit Line Amount Issuing Confirmation.
Web Page	Lender's web page [web page address] where the Borrower performs electronic registration and where Borrower's User Account is located.
Prolongation	Prolongation of the term of use of Credit Line Amount for the term of 1 to 30 calendar days starting from the last Credit Line Amount Repayment Date (set forth prior to the Prolongation) for which the Prolongation Commission must be paid.
Prolongation Commission	Credit Line Amount Repayment Term prolongation commission offered by the Lender and stated on the Web Page and Borrower's User Account, which is transferred by the Borrower to Lender's Account in order to prolong the Credit Line Amount Repayment Term.
Applicable Legal Acts	Valid legal acts of the Republic of Latvia
Assumptions	Maximum Credit Line limit is taken in full at once, it is repaid every month in full together with commission and is again immediately taken in full; at the end of the twelfth month the used Credit line limit is repaid and is not anymore used.
Request	Request submitted by the Borrower to the Lender for issuing of Credit Line Amount.
Party or Parties	Lender and Borrower – each separately or both jointly.
Registration Fee	Registration fee of at least EUR 0,01 (one Euro Cent) which must be paid by the Borrower to the Lender pursuant to Clause 2.3 of the General Terms for registration of the Borrower as Lender's client on the Web Page. These conditions do not apply in case of E-identification.
Invoice	Lender's invoice for payment of Credit Line Amount and other payments arising from this Agreement.
Special Terms	Special terms of this Agreement which include information on the Borrower, total amount of the Credit Line Limit, APR and Total Repayable Amount.
Term	Term of use of Credit Line Amount upon expiry of which the Borrower must repay the Credit Line Amount and Credit Line Amount Usage

	Commission and which is stated in the Credit Line Amount Issuing Confirmation and the Invoice related to issuing of the respective Credit Line Amount.
Third Party	Any person who is not a party to this Agreement.
General Terms	These General Terms of Agreement in wording sent to the Borrower's Email Address upon registration on the Web Page.

1. Subject of the Agreement

- 1.1. Upon signing of this Agreement Parties agree on the Credit Line Limit which is granted by the Lender to the Borrower pursuant to the terms and conditions of this Agreement.
- 1.2. During the term of this Agreement the Lender issued to the Borrower Credit Line Amounts within the amount of the Credit Line Limit after receipt of the respective Borrower's Request if the Borrower has fulfilled the preconditions set forth in Clause 3.5. of these General Terms.
- 1.3. Parties agree on the total amount of Credit Line Limit, APR and the Total Repayable Amount in the Special Terms.
- 1.4. This Agreement enters into force when the Parties have agreed to the General Terms and the Special Terms of in this Agreement, upon transfer of Registration Fee or performance of E-identification by the Borrower.
- 1.5. This Agreement remains in force until both Parties have fulfilled their obligations.
- 1.6. Lender is entitled to block Borrower's User Account if the Borrower does not have active liabilities towards the Borrower pursuant to this Agreement.
- 1.7. In case Borrower's Account stated upon registration or any other information provided by the Borrower upon registration, the Borrower must make changes to the User Account and enter the correct information therein. Lender is not liable for transfer of Credit Line Amount to a wrong account of the Borrower or for failure to issue the Credit Line Amount if the Borrower has not informed the Lender on the change of Borrower's Account as detailed in the previous sentence.

2. Registration of the Borrower

- 2.1. In order to initiate signing of this Agreement the Borrower must register on the Web Page by filling the registration form and stating all requested information. Upon registration the Borrower must state:
 - 2.1.1. Information needed for identification of a person and communication with such person,
 - 2.1.2. Password: a combination of letters and digits chosen by the Borrower which will be used for Borrower's identification by submission of a Request on the User Account or by submitting a Request from the Mobile Phone. The Borrower may not disclose or transfer the password to any Third Party;
 - 2.1.3. Confirmation that the Lender may process Lender's personal data for the purposes of setting of the Credit Line Limit, direct marketing and other purposes detailed in this Agreement.
- 2.2. Lender may deny registration of the Borrower on the Web Page and is not required to explain the reasons behind such denial.
- 2.3. Upon registration and after analysis of Borrower's financial ability the Lender sends the General Terms and the Special Terms to Borrower's Email Address.
- 2.4. After reading the terms of this Agreement the Borrower confirms that he has read the terms of the Agreement, understands them and agrees to them.
- 2.5. In order to complete the registration the Borrower transfers the Registration Fee to Lender's Account. The Borrower must state the aim of the payment as detailed on Lender's Web Page.
- 2.6. Upon registration on the Web Page the Borrower confirms that he/she does not have delayed payment obligations toward Third Parties, that the Borrower is not registered as an existing debtor in debt history databases or credit history establishing databases, that there exist no circumstances which might negatively affect Borrower's financial ability and that the proportion of Borrower's income and expenses is sufficient for performance of obligations arising from this Agreement.
- 2.7. Borrower confirms that the information submitted on the Web Page and User Account upon Borrower's registration is correct. Borrower understands the legal consequences

for submission of untrue information. Lender may call the Mobile Phone number or any other telephone number in order to reach the Borrower.

- 2.8. In case of E-identification the Registration Fee must not be paid.
- 2.9. Registration Fee is not returned to the Borrower.
- 2.10. Borrower's User Account is activated after transfer of Registration Fee into Lender's Account and entering of Borrower's password on the Web Page.
- 2.11. Payment of Registration Fee or E-identification on the Web Page confirms that the Borrower wants to conclude the Agreement and that the Borrower has read the General Terms and the Special Terms of this Agreement, agrees to them and recognizes them as binding.
- 2.12. If the registration is not performed in compliance with the procedure set forth in this Agreement, the Lender may at any time discontinue issuing of monetary amounts or any activities related thereto.
- 2.13. Borrower confirms Borrower's understanding that upon registration on the Web Page as well as upon using the identification tools and agreeing to the terms of this Agreement the Parties have signed a distance agreement.
- 2.14. The first Credit Line Amount Issuing Confirmation sent to the Borrower after entering of this Agreement into force, may include amended information on the Borrower (name, last name, bank account, residential address etc.) which will be considered as the actual Borrower's information.
- 2.15. The Lender may deny granting of the Credit Line Limit to the Borrower and must not explain the reasons of such denial. If the denial is based on information obtained from databases, then the Lender immediately must inform the Borrower on the results of use of databases and information on used databases.
- 2.16. If the Lender denies granting of the Credit Line Limit to the Borrower, then the Agreement is considered as never existing.
- 2.17. This Agreement is signed in electronic form. The Lender upon Borrower's written request send it to the address stated on Borrower's User Account in written form within two weeks after receipt of such request. The copy of the Agreement, which is sent to the Borrower in the aforesaid manner, must not be signed by the Lender. The signed agreement is stored in Lender's database in a form of pdf file. The signed agreement is stored in such database for indefinite term.
- 2.18. Credit line agreement may be signed only from 07:00 until 23:00. At any other time the Borrower may send a Credit Line Amount Issuing Request which is put on waiting list and will be reviewed during the first closest aforesaid permitted time period.

3. Request and allocation of Credit Line Amount

- 3.1. Parties separately agree on the amount of Credit Line Amount Usage Commission and Term upon issuing of each Credit Line Amount, based on the information stated in Borrower's Request, which the Lender confirms in the Credit Line Amount Issuing Confirmation, which is sent to Borrower's Email Address.
- 3.2. After signing of this Agreement the Borrower may submit the Requests to the Lender either by (1) calling (from any telephone number, not only the Mobile Phone) to Lender's telephone number stated on the Web Page and providing the requested information during the phone call, or (2) filling an Application in Borrower's User Account on the Web Page and stating there all required information, including the amount of the requested Credit Line Amount and the Term.
- 3.3. Upon submission of Request the Borrower confirms that the Borrower is not registered as an existing debtor in debt history databases or credit history establishing databases, that there do not exist any circumstances which might negatively affect Borrower's financial ability or ability repay the loan and that the proportion of Borrower's income and expenses is sufficient for performance of obligations arising from this Agreement.
- 3.4. Upon completion of registration on the Web Page and upon submission of Credit Line Amount Issuing Request the Borrower confirms that he/she has read the General Terms and the Special Terms of this Agreement and that they express Borrower's will.
- 3.5. In order to register on the Web Page and conclude this Agreement and to request issuing of Credit Line Amounts, the Borrower must meet and the Borrower represents and guarantees that he/she will meet the following criteria:
 - 3.5.1. Borrower is a legally capable private individual;
 - 3.5.2. Borrower is 20 to 75 years old;

- 3.5.3. Borrower's permanent declared place of residence is in the Republic of Latvia;
- 3.5.4. Borrower is a tax resident of the Republic of Latvia;
- 3.5.5. Borrower is an ultimate beneficial owner;
- 3.5.6. Borrower has an account in one of credit institutions registered in the Republic of Latvia and the Borrower have the rights of free disposal open such bank account;
- 3.5.7. Borrower is not under influence of alcoholic, narcotic, psychotropic or toxic substances.
- 3.6. Lender analyses the information provided by the Borrower at the moment of his/her registration on the Web Page and performs evaluation of Borrower's financial capability or ability to repay the loan and credit history. By submitting the Request the Borrower agrees that the Lender may verify Borrower's financial capability and credit history in its own database as well as databases of Third Parties. Borrower's ability to repay the loan may be verified and updated on regular basis during the validity of this Agreement, including verification of Third party databases.
- 3.7. Afterwards the Lender adopts a Decision on granting of Credit Line Limit and concluding of Credit Line Agreement, and sends the General Terms and the Special Terms to Borrower's Email Address. The Borrower accepts them upon completion of registration (namely, by transfer of Registration Fee).
- 3.8. Borrower may request issuing of Credit Line Amounts only after this Agreement has entered into force.
- 3.9. Lender adopts a decision on issuing of Credit Line Amount and informs the Borrower thereon in the same manner as the Request was submitted:
 - 3.9.1. If the Request was submitted by a call to Lender's telephone number stated on the Web Page, then after performance of verifications and analysis detailed in this Agreement the Lender, by phone, informs the Borrower on the offered Credit Line Amount, amount of Credit Line Amount Usage Commission and Repayable Amount. In order to receive the offered Credit Line Amount, the Borrower must confirm on phone the offer expressed by the Lender. Immediately after receipt of such confirmation the Lender on phone informs the Borrower about issuing of Credit Line Amount;
 - 3.9.2. If the Request is submitted through Borrower's User Account of the Web Page, then after performance of verifications and analysis detailed in this Agreement the Lender, sends to Borrower's User Account information on the offered Credit Line Amount, amount of Credit Line Amount Usage Commission and Repayable Amount. In order to receive the offered Credit Line Amount, the Borrower must confirm on his/her User Account the offer expressed by the Lender. Immediately after receipt of such confirmation the Lender send to the Borrower the information about issuing of Credit Line Amount.
- 3.10. Based on the Borrower's Request accepted in the aforesaid manner, the Lender issues Credit Line Amount to the Borrower and transfers it to Borrower's Account.
- 3.11. Borrower has received the Credit Line Amount at the moment when it is debited to Borrower's bank account.
- 3.12. Credit Line Amounts are only issued in euro currency.

4. Credit Line Amount Usage Commission.

- 4.1. Credit Line Amount Issuing Commission is applied on the issued Credit Line Amount by expressing the calculated interest in monetary terms and stating the amount of Credit Line Amount Issuing Commission for each Credit Line Amount separately based on the information stated on the Web Page and User Account.
- 4.2. Information on the issued Credit Line Amount, term of its use and the amount of Credit Line Amount Issuing Commission is stated in the Invoice and sent to Borrower's Email Address.

5. Term and Prolongation Commission

- 5.1. The Terms is only set with respect to the issued Credit Line Amounts, each time when the respective Credit Line Amount is requested. The Term is agreed when the Borrower submits the Request and the Lender accepts the Request in the manner detailed in

this Agreement.

- 5.2. The Term is stated in the Credit Line Amount Issuing Confirmation and is calculated from the day when the Borrower has received the respective Credit Line Amount.
- 5.3. The Borrower may initiate prolongation of the Term by transferring the Prolongation Commission to Lender's Account. The Borrower must state that the aim of payment is: "Prolongation of repayment term of credit line amount No. [state invoice number]".
- 5.4. After receipt of Prolongation Commission the Lender:
 - 5.4.1. Send a note to the Borrower in form of message to Borrower's Mobile Phone number on prolongation of Credit Line Amount repayment term or refusal of such prolongation, or
 - 5.4.2. Places a notification on prolongation of Credit Line Amount repayment term or the refusal of such prolongation in the User Account.
- 5.5. If the Lender has accepted prolongation of Credit Line Amount repayment term, then the payment made by the Borrower is considered as the Prolongation Commission.
- 5.6. The Lender may deny Prolongation and must not explain the reasons behind such denial. If the Lender has denied prolongation of Credit Line Amount repayment term, then the transferred amount is used in the manner set forth in this Agreement.
- 5.7. Upon transfer of Prolongation Commission the Borrower repeatedly provides the representations and warranties set forth in Clauses 3.3., 3.4. and 3.5 of this Agreement.
- 5.8. The lender may unanimously limit the number of prolongations based on analysis of Borrower's ability to repay the loan. In this case the Lender automatically produces a schedule of repayment of Borrower's obligations (hereinafter – the Schedule) for at least two moth term and sends it to Borrower's Email Address. In such a case the total costs of credit will not exceed the maximum amount set forth in the Applicable Laws.
- 5.9. If a Schedule is produced pursuant to Clause 5.8, then the Borrower must repay its obligations in instalments, at least once a month, pursuant to the Schedule.
- 5.10. The Borrower may propose repayment of his/her obligations during a longer time period then stated in the Credit Line Amount Issuing Confirmation. In such a case, based on an oral or written agreement of the Parties, the Lender drafts a Schedule of repayment of Borrower's obligations, which also includes as administration fee for each payment detailed in the Schedule. The Borrower must repay its obligations and administration fees in such instalments and terms as detailed in the Schedule.
- 5.11. The Lender may refuse repayment of Borrower's obligations in a longer time period and not to produce a Schedule. The Lender must not explain the reasons behind such refusal.
- 5.12. If the Parties have agreed on the Schedule pursuant to Clause 5.10 of this Agreement, then the amounts received from the Borrower are used in the following manner: firstly, the oldest payments detailed in the Schedule are covered (the Credit Line Amount Usage Commission is covered at first), then the late payment interest is covered, only the Credit Line Amounts and other amounts payable pursuant to this Agreement are covered.
- 5.13. If the Schedule is produced pursuant to Clause 5.10 of this Agreement the Borrower may change the repayment dates set forth in the Schedule upon the following conditions:
 - 5.13.1. Forward any repayment term stated in the Schedule to the next repayment term stated in the Schedule. In this case the Borrower must pay a fee in amount of 1% from the forwarded Schedule amount for each day of forwarding to the Lender;
 - 5.13.2. With respect to all payments. In this case the Borrower must pay a fee in amount of 3% from the outstanding amount of Credit Line Amount.

6. Discounts

- 6.1. The Lender may apply Discounts time by time, by reducing the principal amount of any Credit Line Amount, any Credit Line Amount Usage Commission, or Prolongation Commission.
- 6.2. If the Borrower delays repayment of Credit Line Amount for at least 5 (five) days, then the applied Discount is revoked, and the Lender applies the Credit Line Amount Usage Commission stated on the Web Page and User Account for the whole period since issuing of the Credit Line Amount. Information on the Credit Line Amount Usage Commission is stated in the Invoice and is sent to Borrower's Email Address.

7. Refusal rights and early repayment rights

- 7.1. The Borrower has the refusal rights set forth by the Applicable Laws. If the Borrower wants to exercise them and unilaterally terminate the Agreement, Borrower may do that within 14 days after entering of this Agreement into force.
- 7.2. If refusal rights are exercised, the Borrower must send a written application to the Lender on the use of refusal rights by registered mail to Lender's legal address or to email address stated in Borrower's User Account or to Borrower's email address stated on the Web Page
- 7.3. If the Borrower exercises the refusal rights, then the Borrower must immediately but not later than within 30 days after dispatch of the notice on use of refusal rights (if the term of repayment of Credit Line Amount is less than 30 days, then until the last day of repayment term) to repay to the Lender the Outstanding Amount. Credit Line Amount Usage Commission is calculated to the actual time of use of Credit Line Amount.
- 7.4. The Agreement is terminated at the moment when the Borrower has fully repaid to the Lender all Outstanding Amounts. In case of exercising of refusal rights the Borrower must cover all costs related to repayment of Outstanding Amount to the Lender.
- 7.5. In the notice on exercising of refusal rights the Borrower must state the name of Lender, legal address, name of documents "Application", notice on early repayment of Credit Line Amount and termination of Agreement, time and place of drafting of notice, name of Borrower and Borrower's signature.
- 7.6. The Borrower may repay full amount of Credit Line Amount or any part thereof before the repayment Term. In such a case the Credit Line Amount Usage Commission is proportionally reduced.
- 7.7. If the Borrower wants to repay the Credit Line Amount prior to the Term, the Borrower must send at least 5 (five) business days prior written notice to the Lender by post or by email. After receipt of such notice the Lender immediately drafts and sends to the Lender an invoice containing the re-calculated Credit Line Amount and Credit Line Amount Usage Commission.

8. Payment of Credit Line Amount and Credit Line Amount Usage Commission

- 8.1. Credit Line Amount, Credit Line Amount Usage Commission and Term is stated in Credit Line Issuing Confirmation and Lender's Invoice. The lender must send the Invoice to the Borrower prior to the repayment date of Credit Line Amount the actual residential address of Borrower stated during the registration (as a non-registered mail) or to the Email Address or to Borrower's User Account on the Web Page.
- 8.2. Actual information related to this Agreement (outstanding Credit Line Amount, Credit Line Amount Usage Commission, Prolongation Commission and any other side payments) is available on the User Account.
- 8.3. If the Lender has issued a new Credit Line Amount during the Term of usage of another Credit Line Amount, then this new Credit Line Amount is added to the already issued Credit Line Amount and an updated Credit Line Amount Issuing Confirmation is made.
- 8.4. Lender makes the Invoice in electronic form and that it is valid without a signature.
- 8.5. The Borrower is informed that the Invoice issued by the Lender is of informative nature only and that the Borrower must make repayments of Credit Line Amount in the manner and time stated in Credit Line Amount Issuing Confirmation even if he/she has not received the Invoice.
- 8.6. Payment obligations set forth in this Agreement are fulfilled at the moment when the payment is debited to Lender's Account.
- 8.7. All payments detailed in this Agreement must be made in euro currency. If any payment is made in another currency, then the currency is exchanged based on the exchange rate set by the recipient's bank on the date of transfer.
- 8.8. The Borrower must state on any payment made pursuant to this Agreement the name, surname and personal code of the payer, name and registration of Lender, Lender's Account and the number of Invoice (in absence of Invoice the date of issuing of Credit Line Amount must be stated).
- 8.9. If the Lender receives Borrower's payment which may not be identified, then such payment is considered as outstanding until the moment of identification. Therefore the lender may apply late payment interest pursuant to this Agreement. If the payment is identified at a later stage, then the calculated late payment interest is not revoked.

- 8.10.** The amounts received by the Lender from the Borrower will firstly be used to cover late payment interest, then the outstanding Credit Line Amount as well as other payments which must be made pursuant to this Agreement.

9. Amendments to this Agreement, Credit Line Limit and Credit Line Amount

- 9.1.** During the term of validity of this Agreement the Lender may increase or decrease the Credit Line Limit previously set for the Borrower considering Borrower's credit history, ability to repay the loan, time of cooperation with the Lender, including the number of timely repaid Credit Line Amounts and their total amount. In such case the Lender will offer to the Borrower new Special Terms which will enter into force after the Borrower confirms them in the manner detailed in Clause 9 of this Agreement.
- 9.2.** Any amendments to this Agreement enter into force after they are confirmed in the manner detailed in this Agreement. The Lender sends its offer on amendments to the General Terms or Special Terms of this Agreement to Lender's Email Address and places them on the user Account, and, if the Borrower so requests, and sends to Borrower's residential address. Within 30 days the Borrower must accept or deny this offer or must submit his counter-offer in writing, which the Lender, at its own discretion, may either accept or deny the amended terms of the Agreement by making an electronic tick-mark on acceptance/denial in the User Account.
- 9.3.** The Lender must individually inform the Borrower on the amendments related to payments arising from this Agreement within 30 days after entering of the amendments into force.
- 9.4.** If the Borrower does not agree to the amendments to the Special Terms offered by the Lender, then the Special Terms previously agreed by the Parties remain in force. If the Borrower does not agree to such amendments to the Special terms, offered by the Lender, which are made due to the decrease of Borrower's financial ability, then the Lender may use its rights detailed in Clauses 9.7, 10.5 and/or 12.3 of this Agreement.
- 9.5.** After signing of this Agreement the Borrower may request issuing of Credit Line Amounts, which do not exceed the Credit Line Limit, available to the Borrower at the moment of submission of the Request, considering the following:
- 9.5.1.** If a Credit Line amount is repeatedly requested within the available Credit Line Limit, the terms of repayment of the new Credit Line Amount may not exceed the term of use of the previously issued Credit Line Amount;
- 9.5.2.** If the whole available Credit Line Limit is issued to the Borrower in form of Credit Line Amounts, then the Borrower may request issuing of a new Credit Line Amount only after the previously issued Credit Line Amount is fully repaid or the Lender has increased the available Credit Line Limit.
- 9.6.** The Borrower may not submit a new request for issuing a Credit Line Amount if the Borrower has not agreed to amendments of General Terms offered by the Lender.
- 9.7.** The lender may deny issuing of new Credit Line Amounts to the Borrower in the following situations:
- 9.7.1.** In cases detailed in Clause 10.5 of General Terms;
- 9.7.2.** The Lender has acquired information on insufficient financial ability of the Borrower;
- 9.7.3.** The Borrower has not fulfilled the preconditions detailed in Clause 9.5 of General Terms;
- 9.7.4.** Parties have not agreed on amendments of General Terms or Special Terms of this Agreement.
- 9.8.** If the Lender has denied issuing of a particular Credit Line Amount to the Borrower pursuant to Clause 9.7, it does not prohibit the Borrower from requesting issuing of new Credit Line Amounts after he/she has eliminated the reasons for refusal.

10. Liability of the Parties

- 10.1.** The Borrower may use the Credit Line Amount at his/her discretion only for legitimate purposes, which are not prohibited under the Applicable Laws or international legal acts.
- 10.2.** Credit Line Amounts may not be used in legal transactions with such items, which are excluded from the scope of civil transactions.

10.3. The Borrower undertakes to properly fulfil the obligations arising from this Agreement and thus undertakes the risk delay and accident. The Borrower undertakes the risk of accident only if the Borrower has acted in breach of Applicable Laws or terms of this Agreement.

10.4. If the Borrower delays payments arising from this Agreement, the Lender is entitled:

10.4.1. To apply to the Borrower late payment interest on the total delayed principal amount per each day of delay in the following amount:

Time period (days)	Late payment interest rate per day
1	0.6486%
2	0.6486%
3	0.6486%
4	0.6486%
5	0.6486%
6	0.6486%
7	0.6486%
8	0.6111%
9	0.5819%
10	0.5586%
11	0.5395%
12	0.5236%
13	0.5101%
14	0.4986%
15	0.4853%
16	0.4736%
17	0.4633%
18	0.4542%
19	0.4460%
20	0.4386%
21	0.4319%
22	0.4259%
23	0.4203%
24	0.4153%
25	0.4106%
26	0.4063%
27	0.4023%
28	0.3986%
29	0.3952%
30	0.3919%
31 and more days	0.3500%

10.4.2. Initiate debt recovery through out-of-court proceedings and/or court proceeding;;

10.4.3. The Borrower is informed that if the Borrower delays the payments detailed in this Agreement, then the Lender or the Third Parties detailed in Clause 13.3 may visit the Borrower at his/her office, work place and/or place of residence with Borrower's prior consent,.

- 10.5.** The Lender may request early repayment of Credit Line Amount and other payments arising from this Agreement in the following situations:
- 10.5.1.** The Borrower has submitted false information to the Lender;
- 10.5.2.** The Borrower has acted in breach of Clauses 2.6, 2.7, 3.3, 3.4, 3.5 or 11.2 of the General Terms;
- 10.5.3.** A decision on forced fulfilment of obligations under a notification procedure or unchallenged forced fulfilment of obligations is adopted, or the information on Borrower's debts is entered into debt history databases for amounts, which exceed the issued Credit Line Amount, or any debt recovery proceedings are initiated against the Borrower;
- 10.5.4.** A court decision on initiation of Borrower's insolvency or legal protection procedure has entered into legal force.
- 10.6.** If the Lender uses the rights detailed in Clause 10.5 of this Agreement, then the Borrower must fully repay all amounts owed by him/her to the Lender based on Lender's first request.
- 10.7.** If the Lender has sent reminders on delay of fulfilment of his/her contractual obligations by regular or registered mail letters, then the Borrower must compensate Lender's costs related to drafting and sending of such letters in amount of 7,00 EUR for each such letter. This fee is also applied if Borrower requires receipt of any document detailed in this Agreement in paper form rather than receipt of such document in electronic form signed by safe electronic signature to Borrower's email address
- 10.8.** The Borrower may request the Lender to provide written information on the history of fulfilment of Borrower's obligations to the Lender or the amount of Borrower's liabilities. The Lender will prepare such information not later than within 10 business days. The Borrower must compensate Lender's costs related to drafting and sending of such information in amount of 7.00 EUR per each such information notice. If such document is made urgently, namely within a time period, which is less than 3 business days, then the fee is 15.00 EUR.
- 10.9.** The Borrower may request the Lender to provide written information about repayment of Credit Line Amounts issued pursuant to this Agreement (notice on payments). The Lender will prepare such information not later than within 10 business days. The Borrower must compensate Lender's costs related to drafting and sending of such notice, but not more than 7.00 EUR (including VAT) per each such notice. If such document is made urgently, namely within a time period, which is less than 3 business days, then the fee is 15.00 EUR.
- 10.10.** The Borrower may request the Lender to issue a copy of a document which should be in Lender's possession in written or electronic form. The Lender will issue such document not later than within 10 business days. The Borrower must compensate Lender's costs related to preparation and/or sending of such document, 7.00 EUR per each such information notice. If such document is made urgently, namely within a time period, which is less than 3 business days, then the fee is 15.00 EUR.
- 10.11.** If the Borrower delays fulfilment of obligations detailed in this Agreement, then the Borrower must compensate the costs of the Lender related to debt collection activities, which were performed in order to invite the Borrower to fulfil his/her obligations by his/her free will:
- 10.11.1.** 5.00 EUR per each verification of database of Citizenship and Immigration Office for obtaining of Borrower's registered residence address;
- 10.11.2.** 0.50 EUR per drafting and sending of each sms to the Borrower after expiry of the term for submission of Borrower's objections;
- 10.11.3.** 0.50 EUR per each call to the Borrower after expiry of the term for submission of Borrower's objections;
- 10.11.4.** 0.50 EUR per drafting and sending of each email to the Borrower after expiry of the term for submission of Borrower's objections.
- 10.12.** Parties are not liable for failure to fulfil their obligations due to force majeure circumstances. Parties will consider that force majeure circumstances are such circumstances which the parties were not able to either foresee or influence, including electricity supply failures, legal acts adopted by the institutions of the Republic of Latvia or the European Union, strikes, war, natural disasters etc.
- 10.13.** Parties may rely on force majeure circumstances only if they have performed

all activities under their control in order to fulfil their contractual obligations. After elimination of force majeure circumstances the Parties may immediately continue fulfilment of their contractual obligations.

- 10.14.** The Lender is not liable for damages arising due to interruptions of use of postal, facsimile, electronic and other means of communication as well as technical equipment, which support providing of the respective services of the Lender, including but not only interferences of communication tools, delays of sending or partial or full loss of content of mobile telephone messages (sms), sending of false or mistaken mobile telephone messages (SMS), interferences of operations of the Web Page, interferences of operations of electronic data transfer and payment systems (including internet ban) of credit institutions.
- 10.15.** At any time during validity of this Agreement Borrower is entitled upon his request and free of charge to receive at Borrower's email address an excerpt from Credit line account containing the table detailing Credit Line repayments together with Credit Line amount confirmation form.

11. Confidentiality

- 11.1.** The Lender confirms that any information on the Borrower arising from this Agreement is confidential. The lender will disclose such information only in cases and volume prescribed by the Applicable Law only to persons permitted by the Applicable Laws.
- 11.2.** The Borrower must only use safe electronic communication and data transmission tools and equipment.
- 11.3.** Activities of Lender with Borrower's personal data which are performed in compliance with this Agreement will not be considered as breaches of confidentiality provisions.

12. Term and termination of the Agreement

- 12.1.** This Agreement is concluded for indefinite time.
- 12.2.** The Borrower may unilaterally terminate this Agreement in the manner detailed in Clause 7 of this Agreement.
- 12.3.** The Lender may unilaterally terminate this Agreement in the following situations:
- 12.3.1.** In cases detailed in Clause 10.5 of the General Terms;
- 12.3.2.** If the Parties do not agree to amendments to the Special Terms made due to insufficient financial ability of the Borrower;
- 12.4.** If the Lender terminates this Agreement pursuant to Clause 12.3 of this Agreement, then the Borrower, at the first request of the Lender, must repay all amounts owed by the Borrower to the Lender pursuant to this Agreement, including contractual penalties and delay interest, if such exists.
- 12.5.** If the Lender terminates this Agreement pursuant to Clause 12.3 of this Agreement, the Lender must send at least 2 (two) months written notice to Borrower's Email Address and sms to Borrower's Mobile Phone, which states the day of early termination.

13. Processing of personal data

- 13.1.** For the purposes of this Agreement, with respect to processing of personal data a Borrower is any person, who has expressed consent to processing of personal data and has transferred the Registration Fee to Lender's Account on the Web Page pursuant to , even if no credit line amounts had ever been issued to such person.
- 13.2.** The Borrower is informed that in the course of this Agreement the Lender will process (collect, store, register, input, submit, transfer, reproduce etc.) Borrower's personal data (including name, surname, personal code, age, sex, address, email address, mobile telephone number, employment status, name of employer, work telephone number, monthly income, outgoing and incoming telephone calls where Borrower's voice may be heard ,information on Borrower's ability to repay the loan, IP address used for access to Web Page) , Credit Line Limit, Credit Line Amounts and liabilities of the Borrower toward the Lender (*including all active liabilities (currently*

existing), properly fulfilled (historical) liabilities as well as improperly fulfilled liabilities (debts)) including but not only the grounds and amount of such liabilities, any side obligations, terms of repayment, date of arising of such liabilities with a purpose to:

- 13.3.** 13.2.1. evaluate Borrower's ability to repay the loan (solvency) and provide consumer crediting services;
- 13.2.2. create client's personal debt history databases;
- 13.2.3. organize lotteries. The Borrower is informed that in cases detailed in Clause 13.2 of this Agreement the Lender may transfer to the Third Parties and receive from the Third Parties, databases, accounting systems and providers of financial services, and process Borrower's personal data:
- 13.3.1 Population Register;
- 13.3.2 Credit Register;
- 13.3.3 State Revenue Service;
- 13.3.4 State Social Insurance Agency;
- 13.3.5 Administration of the Maintenance Guarantee Fund;
- 13.3.6 the Bank of Latvia;
- 13.3.7 Department of Citizenship and Migration;
- 13.3.8 Money Laundering Prevention Service;
- 13.3.9 AS "Kredītinformācijas Birojs", registration number 40103673493;
- 13.3.10 SIA "GELVORA", registration number 40103837691;
- 13.3.11 SIA „PAUS KONSULTS”, registration number 40003352670;
- 13.3.12 SIA "JULIANUS INKASSO LATVIJA", registration number 40003717522;
- 13.3.13 Lindorff Oy Latvian Branch, registration number 40003514990;
- 13.3.14 SIA "CREDITREFORM LATVIJA", registration number 40003255604;
- 13.3.15 AS "CREFO Birojs", registration number 40103947718;
- 13.3.16 AS "Kredītinformācijas Birojs", registration number 40103673493;
- 13.3.17 UAB "Gelvora" Latvian Branch, registration number 40103208983;
- 13.3.18 SIA „Konsultatīvā sabiedrība „Conventus””, registration number 40003428538;
- 13.3.19 SIA "Creditinfo Latvija", registration number 40103239517;
- 13.3.20 AS "SEB banka", registration number 40003151743;
- 13.3.21 AS "Swedbank", registration number 40003074764;
- 13.3.22 SIA Monetizator, registration number 40103744993;
- 13.3.23 SIA "FinTech", registration number 50203096361;
- 13.3.24 Nordea Bank AB Latvian Branch, registration number 40103749473;
- 13.3.25 AS "NORVIK BANKA", registration number 40003072918;
- 13.3.26 AS "Luminor Bank", registration number 40003024725;
- 13.3.27 AS "Citadele banka", registration number 40103303559;
- 13.3.28 AS "CREFO Birojs", registration number 40103947718;
- 13.3.29 Latvian Association of Alternative Financial Services, registration number. 40008155027).
- 13.4.** Processing of personal data performed by the Lender is registered in the data Protection Inspection of the Republic of Latvia.
- 13.5.** If the Borrower has applied for issuing of Credit Line Amount but it was not issued due to negative records in Borrower's credit history in any Third party database detailed in Clause 13.2 or evaluation of Borrower's ability to repay the loan (solvency) performed by the Lender. The Borrower is informed that the Lender may perform a repeated processing of Borrower's personal data pursuant to Clause 13.2 and 13.3 for verification of Borrower's financial ability and credit history with a purpose of fulfilling of Borrower's request.
- 13.6.** The Borrower is informed that the Lender may repeatedly verify Borrower's financial ability and contacts the Borrower if the Lender finds that the circumstances based on which issuing of a Credit Line Amount was denied have changed, in order to inform the Borrower on the change of circumstances and provide information on Lender's services with a purpose of fulfilling of Borrower's request. .
- 13.7.** The Borrower may receive in writing a draft of this Agreement as well as information on data base search, if the refusal to grant a Credit Line Limit and/or issue a Credit Line Amount in based on information contained in such databases. Information must be sent to Email Address stated on Borrower's User Account or will be issued personally at mutually agreed time and place.

- 13.8.** The Borrower agrees that the Lender may perform processing of Borrower's personal data to ensure compliance with provisions of the Law on Lotteries of Goods and Services pursuant to the rules of each particular lottery, if the Borrower has won a prize at Lender's lottery and such processing of personal data is required by the Applicable Law.
- 13.9.** Lender may unilaterally change the Credit Line Limit available to the Borrower based on regular evaluation of Borrower's ability to repay the loan.

14. Final provisions

- 14.1.** The Lender may assign its claim rights toward the Borrower to Third parties pursuant to valid legal acts of the Republic of Latvia.
- 14.2.** This Agreement is made and signed in Latvian language.
- 14.3.** All notices sent by the Parties must be made in Latvian language and must be sent to another Party through the User Account, by post, facsimile or email to the address and facsimile number stated in the Agreement and User Account.
- 14.4.** Any correspondence sent by post, except the Invoice, must be considered as received on the 7th calendar day after the date stated on postal stamp confirming dispatch of registered mail letter.
- 14.5.** The Borrower may agree to receive commercial notices, advertising materials, news and similar information, which may be sent to Mobile Telephone number stated by the Borrower, and to his/her Email Address. The Borrower has the right to refuse receiving of commercial notices at any time by informing the Lender thereon.

15. Supervision institution and resolution of disputes

- 15.1.** The Lender is supervised by Consumer Rights Protection Center located at Riga, Brīvības iela, LV-1010.
- 15.2.** The Borrower may contact Latvian Alternative Financial Services Association reg.no. 40008155027, Riga, Vaļņu iela 5/1, telephone: 67398277, www.lafpa.lv for protection of his/her rights.
- 15.3.** Parties shall resolve all disputes through mutual negotiations. If the Parties may not resolve the dispute through mutual negotiations, the Borrower may attempt to resolve the dispute free of charge by submitting an application to the resolver of out-of-court disputes: email: ombuds@lafpa.lv.
- 15.4.** Parties may submit all disputes arising from this Agreement directly to the courts of the Republic of Latvia pursuant to the laws of the Republic of Latvia.