

## FERRATUM BANK P.L.C. CONTRACT DE IMPRUMUT

### Ferratum Bank p.l.c.– Clauze Standard ale Contractului de Imprumut aplicabile Clientilor rezidenti in Romania (Clauze Standard)

Principala activitate a Ferratum Bank p.l.c. (Ferratum) consta in: activitati bancare, servicii de plata (stabilite prin Legea privind Institutiile Financiare din Malta), emiterea si administrarea altor mijloace de plata (altele decat Serviciile de Plata prevazute mai sus), tranzactionare in cont propriu in instrumente ale pietei monetare, schimb valutar, servicii financiare la termen si optiuni financiare, instrumente de schimb si instrumente de rata a dobanzii, garantii transferabile si orice alte activitati pe care Ferratum este autorizata sa le desfasoare periodic.

Ferratum este reglementata de: Autoritatea pentru Servicii Financiare din Malta, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta; +356 2144 1155; <https://www.mfsa.com.mt/contact/> si este inregistrata in Romania cu codul de inregistrare fiscala numarul 43678318 din 04.02.2021.

Aceste clauze si conditii standard, impreuna cu Clauzele Specifice ale Contractului de Imprumut (**Clauze Specifice**), Fisa de Informatii Standard la Nivel European Privind Creditul pentru Consumatori (**SECCI**) si Confirmarea Acordarii Creditului (numite impreuna **Contractul de Imprumut**) se aplica relatiei contractuale dintre Ferratum si Clientul numit in Clauzele Specifice (**Clientul**) cu privire la imprumutul specificat in Clauzele Specifice (**Imprumutul**). Detaliile privind Ferratum, Clientul si Imprumutul sunt stabilite in Clauzele Specifice.

Ferratum are obligatia de a informa Clientul corect si transparent despre caracteristicile esentiale ale produselor si serviciilor oferite, inclusiv despre costurile totale ale Imprumutului si consecintele neefectuării plății, precum si despre efectele speciale asupra situatiei sale. Aceste informatii sunt incluse in Contractul de Imprumut si/sau SECCI.

### 1. Cerere de credit si acordarea Imprumutului

- 1.1. Ferratum va acorda un Imprumut doar persoanelor care au resedinta in Romania, care au un cod numeric personal roman si o adresa oficiala in Romania, care indeplinesc conditiile politicilor de creditare ale Ferratum si sunt considerati solvabili de catre Ferratum.
- 1.2. Cererea privind incheierea unui Contract de Imprumut (**Cererea**) poate fi transmisa pe site-ul Ferratum [www.ferratumbank.ro](http://www.ferratumbank.ro) (**Website**) direct sau prin intermediari. Conform prevederilor legale specifice, partile sunt de acord in mod expres cu semnarea sau executarea Contractului de Imprumut, in mai multe exemplare, fiecare dintre ele fiind considerat exemplar original, si toate impreuna formand un singur contract electronic incheiat la distanta.
- 1.3. Clientul primeste o copie a SECCI si o copie a draft-ului Contractului de Imprumut in format PDF pe durata procesului de solicitare a creditului. Ferratum le va transmite Clientului gratuit.
- 1.4. Inainte de a incheia un Contract de Imprumut, precum si in orice moment pe durata Contractului de Imprumut, Ferratum va avea dreptul de a identifica si verifica identitatea Clientului precum si de a solicita alte informatii (inclusiv, dar fara a se limita la informatii despre angajare, informatii fiscale si informatii despre circumstantele financiare) de la Client si/sau terte parti (inclusiv, dar fara a se limita la agentii externe de rating al creditului precum Biroul de Credite S.A. si Agentia Nationala de Administrare Fiscala (ANAF)) care pot fi relevante pentru Ferratum in vederea luarii deciziei de incheiere a Contractului de Imprumut si/sau de acordare a imprumutului. Clientul se obliga sa indeplineasca cerintele Ferratum stabilite prin aceasta clauza. Clientul recunoaste in mod

expres ca a luat cunostinta si este de acord cu dreptul detinut de Ferratum de a refuza sa incheie Contractul de Imprumut sau de a rezilia Contractul de Imprumut incheiat, cu efect imediat, in cazul in care Ferratum nu poate obtine informatii sau verificari pe care le considera necesare sau in cazul in care Clientul nu se incadreaza in apetitul de risc al Ferratum. Documentele transmise catre Ferratum conform prevederilor acestei clauze nu vor fi returnate.

- 1.5. Ferratum isi rezerva in permanenta dreptul de apreciere integrala si absoluta asupra incheierii Contractului de Imprumut sau acordarii unui imprumut Clientului, indiferent de aprobarile anterioare ale cererilor aceluiasi Client. In caz de refuz, Ferratum nu are obligatia de a divulga motivele respingerii cererii, cu exceptia prevederilor privind divulgarea specificate de lege, inclusiv un refuz bazat pe rezultatele interogarii bazei de date cu privire la venitul unei persoane si/sau indeplinirea obligatiilor de plata. In acest ultim caz, Ferratum va informa Clientul in mod gratuit despre rezultatul interogarii si despre particularitatile bazei de date interogata.
- 1.6. In cadrul procesului de aplicare, Ferratum va oferi Clientului posibilitatea de a opta fie pentru plata Comisionului de Analiza Dosar Credit inainte de remiterea Sumei Imprumutate, fie pentru deducerea acestuia direct din Suma Imprumutata (Principalul Creditului). In cazul in care Ferratum aproba cererea Clientului, iar Clientul alege sa plateasca Comisionul de Analiza Dosar Credit inainte de remitere, remiterea Imprumutului va fi conditionata de plata acestui comision de catre Client in termen de 10 zile calendaristice de la incheierea Contractului de Imprumut. Plata se va efectua in contul bancar avand IBAN RO19RNCB0002167692930008 pentru platile in numerar sau in contul bancar avand IBAN RO89RNCB0002167692930009 pentru platile efectuate prin transfer bancar, in ambele cazuri indicandu-se numele Clientului si codul numeric personal la detaliile tranzactiei. Ferratum nu va fi obligat sa remita Imprumutul inainte de a primi in intregime Comisionul de Analiza Dosar Credit. In cazul in care Clientul nu achita Comisionul de Analiza Dosar Credit in termen de 10 zile calendaristice, Contractul de Imprumut va fi considerat a nu fi fost incheiat. In cazul in care Clientul achita Comisionul de Analiza Dosar Credit in termen de 10 zile calendaristice, Ferratum va remite Suma Imprumutata in termen de doua (2) zile lucratoare de la data primirii Comisionului de Analiza Dosar Credit. In masura in care Clientul opteaza pentru deducerea Comisionului de Analiza Dosar Credit direct din Suma Imprumutata, Ferratum va pune la dispozitie Suma de utilizat (asa cum este definita in Clauzele Specifice, daca este aplicabila) in doua zile lucratoare de la data incheierii Contractului de Imprumut.
- 1.7. Remiterea se va efectua fie in contul bancar personal al Clientului sau, la alegerea Clientului, intr-un cont bancar detinut de Ferratum la o banca terta si din care Clientul poate retrage Suma de utilizat/Suma Imprumutata in numerar cu furnizarea de dovezi privind identitatea sa, prin intermediul documentului original de identitate si oricaror alte dovezi ale identitatii solicitate de respectiva banca terta.
- 1.8. Prin prezentul Clientul renunta la primirea unei declaratii de acceptare sau respingere a Cererii din partea Ferratum. Contractul de Imprumut intra in vigoare la momentul platii de catre Ferratum a Sumei de utilizat/Sumei Imprumutate catre Client, si anume la momentul primirii de catre Client a Sumei de utilizat/Sumei Imprumutate in contul bancar personal sau la momentul retragerii de catre Client a Sumei de utilizat/Sumei Imprumutate in numerar de la institutia de credit careia ii este transmis conform acordului incheiat cu Ferratum.
- 1.9. Contractul de Imprumut si documentatia conexa vor fi furnizate in limba romana insotita de o traducere in limba engleza. Textul in limba romana va produce efecte juridice si va prevala. Traducerea in limba engleza este doar pentru informare.
- 1.10. Dupa identificarea Clientului prin mijloacele de verificare conform politicilor Ferratum, acesta va primi un numar personal de identificare (**PIN**) si un cont personal de utilizator (**Contul**) care vor putea fi accesate de pe Website prin utilizarea PIN-ului. Acest lucru nu

va putea fi considerat acceptarea Cererii de catre Ferratum. Clientul va pastra PIN-ul confidential si nu il va putea divulga sau dezvalui unei alte persoane. Ferratum isi rezerva dreptul de a bloca PIN-ul si/sau Contul Clientului fara nicio notificare daca are suspiciunea rezonabila cu privire la utilizarea neautorizata a PIN-ului si/sau Contului. Clientul va fi responsabil pentru daunele provocate acestuia de utilizarea PIN-ului Clientului, conform prevederilor legii. Clientul va contacta Ferratum imediat in cazul pierderii, daca nu isi poate aminti PIN-ul sau daca suspecteaza ca acesta a devenit accesibil unor terte parti. Clientul va respecta instructiunile de pe Website cu privire la resetarea PIN-ului. Ferratum poate solicita Clientului sa furnizeze date personale pentru a constata identitatea Clientului inainte de furnizarea unui nou PIN.

- 1.11. Ferratum are dreptul, dar nu si obligatia, de a oferi Clientului o suma a imprumutului diferita de cea solicitata de Client.

## **2. Rambursarea imprumutului si data scadenta**

- 2.1 Cu exceptia cazului in care se va prevedea in mod expres contrariul mai sus, Clientul va rambursa principalul Imprumutului impreuna cu dobanda nominala si cu alte comisioane conform Contractului de Imprumut pana la data scadenta agreeata in Cont (daca Ferratum ofera aceasta posibilitate) sau altfel intr-un cont indicat de Ferratum prin utilizarea numerelor de referinta indicate in Confirmarea Acordarii Creditului sau prin utilizarea optiunilor de plata oferite atunci cand se da click pe link-ul de plata sau pe e-factura sau prin SMS-ul trimis de Ferratum daca aceasta posibilitate este oferita de Ferratum. Clientul va rambursa sumele datorate prin intermediul unui cont bancar detinut in numele Clientului pe propriul cost sau in numerar, de la o banca ce functioneaza in Romania, care sa permita plati catre conturile bancare ale Ferratum sau cu ajutorul unui aparat multifunctional operat de banca respectiva. Ferratum isi rezerva dreptul de a refuza plata efectuata prin alte mijloace, plata fiind considerata neefectuata de catre Client. Clientul va suporta costul prestatorului propriu de servicii de plata atunci cand ramburseaza Imprumutul.
- 2.2. Durata contractuala, cu exceptia Comisionului de Analiza Dosar Credit, care va fi achitat conform clauzei 1 de mai sus, va incepe in momentul in care Clientul primeste Suma de utilizat/Suma Imprumutata in contul sau bancar sau retrage Suma de utilizat/Suma Imprumutata din contul bancar al Ferratum deschis la o alta banca, conform procedurii indicata la clauza 1. Moneda aplicabila Imprumutului si oricarei dobanzi, oricaror comisioane sau altor plati va fi leul romanesc (RON). Clientul va acoperi costurile conversiei daca plata se va face in alta moneda.
- 2.3 Dobanda nominala a Imprumutului va fi acumulata zilnic incepand cu data la care Clientul primeste Suma de utilizat/Imprumutul in contul sau bancar sau retrage imprumutul in numerar conform celor de mai sus, pana la data rambursarii. Dobanda nominala si Imprumutul vor fi rambursate intr-o singura rata in cazul unui Microcredit (**Microloan**) sau in rate lunare in cazul unui Imprumut Plusloan (**Plusloan**), conform Graficului de Rambursare emis de Ferratum si care poate fi modificat ocazional. In cazul in care orice suma este scadenta intr-o zi nelucratoare, aceasta va fi achitata in urmatoarea zi lucratoare. Alte taxe si comisioane vor fi achitate conform prevederilor Contractului de Imprumut. Ferratum va avea dreptul de a percepe Comisionul unic, astfel cum este specificat in Anexa 1 pentru serviciile furnizate la cererea expresa a Clientului, daca este cazul. Toate platile vor fi efectuate fara deduceri legate de despagubire, pretentii, impozite sau taxe.
- 2.4 Se poate solicita Clientului sa completeze un ordin de debitare directa si/sau ordin de plata pentru platile periodice agreeate. In acest caz, Ferratum are dreptul de a respinge orice plata care nu se realizeaza in acest mod, pe cheltuiala Clientului. Fara a aduce niciun prejudiciu datei respective de expirare, Ferratum poate continua sa prezinte ordine de

- debitare directa/de plata pentru sumele de plata agreate periodic pana la rambursarea intregii sume.
- 2.5 In cazul unui Microcredit, Ferratum poate oferi Clientului posibilitatea de a extinde scadenta Imprumutului cu 15 zile, dar de maximum doua ori. Daca i se ofera aceasta posibilitate, Clientul poate transmite cererea cu cel putin o zi inainte de Data Scadenta. Cererea se va face in modul stabilit de Ferratum si va fi supusa clauzelor si conditiilor aduse la cunostinta in avans catre Client. Ferratum va avea dreptul de a respinge cererea Clientului in orice moment si fara a exprima vreun motiv. Clientul trebuie sa achite comisionul unic indicat in Anexa 1. Acceptarea sau refuzul vor fi comunicate Clientului prin SMS. Acceptarea de catre Ferratum va fi conditionata de plata comisionului Unic, si anume daca Clientul nu achita comisionul Unic pana la Data Scadenta, perioada scadenta nu va fi prelungita. La rescadentare, scadenta finala a Microcreditului va fi prelungita cu 15 zile fara a fi necesare alte formalitati. In mod specific, dat fiind faptul ca prelungirea scadentei este deja reglementata prin acest Contract de Imprumut, nu se va impune incheierea unui act aditional in cazul in care cererea este aprobata.
- 2.6 Clientul are dreptul de a rambursa Imprumutul integral sau partial inainte de data scadenta agreata (i) prin intermediul Contului, daca exista aceasta posibilitate, sau (ii) prin transfer bancar in conturile indicate de Ferratum sau (iii) in numerar prin depunerea sumei scadente in contul Ferratum, in ambele situatii (ii) si (iii) prin utilizarea numarului de referinta specificat in Confirmarea Acordarii Creditului la detaliile tranzactiei sau prin scanarea codului de bare din Confirmarea Acordarii Creditului transmisa Clientului ca parte integranta a Contractului de Imprumut. Clientul poate solicita Ferratum informatii cu privire la suma datorata in momentul rambursarii anticipate, prin indicarea datei rambursarii, cu cel putin trei zile lucratoare in avans. Ferratum va raspunde in doua zile lucratoare la orice solicitare a Clientului, indicand suma datorata la data indicata a platii. Ferratum isi rezerva dreptul de a refuza plata efectuata prin alte mijloace, plata fiind considerata neefectuata de catre Client. In cazul rambursarii anticipate, dobanda nominala si comisioanele rambursabile vor fi calculate de la data la care Suma de utilizat/ Suma Imprumutata se remite Clientului pana la (inclusiv) data rambursarii efective a sumelor datorate, si anume data la care sumele au fost creditate in contul bancar al Ferratum. In cazul Imprumutului Plusloan, daca Clientul nu achita anticipat intreaga suma datorata, rambursarea va scurta perioada de rambursare. Ferratum nu percepe taxe pentru rambursarea anticipata.
- 2.7 In cazul platilor, ordinea alocarii va fi urmatoarea: Comision de Analiza Dosar Credit, costuri de executare, taxe de inregistrare si taxe de radiere a garantiilor mobiliare stabilite conform acestui Contract de Imprumut in/din Arhiva Electronica de Garantii Reale Mobiliare, comisioane, dobanda penalizatoare, dobanda nominala restanta, credit restant, dobanda curenta si creditul curent.
- 2.8 In cazul unui Imprumut Plusloan, Clientul are dreptul de a primi, la cerere, un extras de cont sub forma unui grafic de rambursare, pe hartie sau orice suport durabil, potrivit deciziei Clientului, gratuit, in orice moment pe durata valabilitatii acestui Contract de Imprumut. Graficul de rambursare va indica ratele datorate si termenele si conditiile de plata a acestor sume. Graficul va contine o detaliere a fiecarei rambursari, care sa arate: a) rambursarea valorii totale a creditului; b) dobanda calculata pe baza ratei dobanzii aferente creditului; c) orice costuri suplimentare.
- 2.9 Daca numarul de referinta mentionat in Confirmarea Acordarii Creditului nu este indicat in detaliile tranzactiei de rambursare, Ferratum nu va putea face conexiunea dintre plata si Contractul de Imprumut, caz in care Ferratum este scutita de orice eroare sau raspundere pentru orice inconvenient suferit de Client, precum si pentru orice costuri suplimentare atrase de Client.
- 2.10 In cazul unui Imprumut Plusloan, Ferratum va trimite o confirmare prin SMS Clientului pentru fiecare rambursare, gratuit.

- 2.11 După ce Clientul își îndeplinește toate obligațiile asumate prin acest Contract de Imprumut, Ferratum are obligația de a oferi Clientului, în mod gratuit, un document în format electronic, care va atesta ca toate obligațiile dintre Parti au fost îndeplinite.
- 2.12 În scop promoțional, Ferratum poate reduce sau renunța la comisioane sau la dobânda platită de Clientii care îndeplinesc clauzele și condițiile speciale care fac obiectul promoției.

### **3. Plati Lipsa, Dobânda Penalizatoare, Notificarea Restanțelor și comisioane**

- 3.1 Dacă Clientul nu va plăti integral o rată scadentă în intervalul menționat, acesta va fi considerat în întârziere de drept, fără a mai fi necesară alta formalitate, și va achita dobânda penalizatoare la rata specificată în Clauzele Specifice asupra sumei restante, începând cu ziua în care plata devine scadentă și până la rambursarea completă a sumei scadente. În cazul Microcreditului, dobânda penalizatoare va fi calculată pentru 28 de zile de la Data Scadentă dacă această dată intervine mai devreme decât data plății efective. Ferratum va avea dreptul de a lua toate măsurile legale necesare pentru a recupera sumele datorate de către Client.
- 3.2 În cazul unui Imprumut Plusloan, Ferratum are dreptul de a considera întregul Imprumut scadent, inclusiv dobânzile și cheltuielile datorate, dacă orice sumă este restantă de cel puțin 90 de zile, indiferent de valoarea restanțelor.
- 3.3 Ferratum va avea dreptul de a pretinde despăgubiri pentru toate daunele reale, costurile și taxele achitate în vederea încasării sumelor restante, inclusiv pentru recuperarea plăților efectuate către societățile de colectare a debitelor, cu condiția ca, în cazul acestora din urmă, suma percepută Clientului să nu depășească cea mai mare sumă permisă prin lege (dacă este cazul). Clientul este de acord că această sumă va fi încasată direct de la el sau prin intermediul societăților de colectare de debite, fără a fi necesară intervenția unei instanțe.
- 3.4 Clientul este de acord că în cazul neîndeplinirii obligațiilor asumate de acesta prin prezentul Contract de Imprumut, Ferratum poate trimite Clientului informările, solicitările de plată, notificările privind plata, citațiile, precum și alte notificări către angajatorul declarat al Clientului. În cazul plății cu întârziere, Ferratum poate înregistra Clientul în registrele cu informații de creditare precum Biroul de Credite S.A. și/sau Centrala Riscului de Credit.
- 3.5 În plus față de penalități și alte costuri, acumularea de restante poate duce la declararea scadentei anticipate a sumelor datorate conform Contractului de Imprumut, la rezilierea Contractului de Imprumut, la înregistrarea Clientului ca debitor rau platnic în baze de date și pot afecta negativ rating-ul de credit al Clientului, făcând dificilă sau mai oneroasă obținerea de către Client a unui împrumut pe viitor, precum și la intentarea de acțiuni legale împotriva Clientului.
- 3.6 Clientul va notifica imediat Ferratum în cazul schimbărilor negative în situația sa financiară și a schimbării domiciliului, stării civile, restricțiilor legate de capacitatea sa legală.
- 3.7 Prezenta clauză 3 va rămâne în vigoare după rezilierea Contractului de Imprumut.

### **4. Declararea scadentei anticipate a Imprumutului**

- 4.1 În afara de cazurile specificate la clauza 3.2 din aceste Clauze Standard, Ferratum poate declara Imprumutul scadent anticipat și solicită restituirea acestuia în următoarele situații:
  - 4.1.1. în cazul în care Clientul a transmis către Ferratum informații incorecte ce pot afecta decizia de a acorda Imprumutul sau clauzele și condițiile Imprumutului sau dacă Ferratum nu primește informațiile sau documentele solicitate; sau
  - 4.1.2. în cazul în care Clientul a încălcat garanțiile acordate, sau conform prevederilor din clauza 13.1 din Clauzele Standard; sau

- 4.1.3. in cazul in care Clientul a incalcat clauzele sau conditiile acestui Contract de Imprumut sau ale altui contract incheiat de Parti, care nu pot fi remediate; sau
- 4.1.4. in cazul in care Clientul a incalcat clauzele si conditiile acestui Contract de Imprumut, care pot fi remediate, dar care nu sunt remediate intr-un interval rezonabil acordat de Ferratum, si care nu va fi mai mic de trei zile lucratoare.
- 4.1.5. daca, urmare a modificarilor legislative, Clientul nu mai respecta noile conditii pentru a avea calitatea de debitor, si nu mai poate fi retinut drept Client al Ferratum; sau
- 4.1.6. in cazul in care impotriva Clientului se introduce/pronunta o actiune judiciara, decizie de confiscare, executare silita sau actiune similara; sau
- 4.1.7. daca are loc o schimbare majora in situatia activelor sau situatia financiara a Clientului, care sa influenteze posibilitatea Clientului de a-si indeplini obligatiile asumate prin acest Contract de Imprumut; sau
- 4.1.8. Clientul utilizeaza suma acordata cu titlu de Imprumut in alte scopuri decat cele specificate in acest Contract de Imprumut (Ferratum are dreptul de a verifica modul de utilizare a Imprumutului).
- 4.2 In cazul neindeplinirii obligatiilor asumate (conform prevederilor clauzelor 3.2 si 4.1 din prezentul contract) sau in cazul decesului Clientului:
- a) Clientul va fi considerat pus in intarziere conform legii, fara a fi nevoie de notificarea anterioara a acestuia sau de indeplinirea altor formalitati;
  - b) Soldul datorat conform acestui Contract de Imprumut va deveni imediat scadent si platibil de catre Client / succesorii acestuia;
  - c) Clientul/succesorii acestuia vor achita toate costurile, impozitele, comisiunile, onorariile si alte sume datorate conform clauzelor acestui Contract de Imprumut
  - d) Ferratum poate impune o dobanda penalizatoare Clientului, perceputa in procent fix conform prevederilor clauzei 1.1.4 din Clauzele Specifice.
- 4.3 Daca Ferratum are dreptul de a solicita Imprumutul ca fiind scadent anticipat sau de a rezilia Contractul de Imprumut, dar nu invoca baza solicitarii/rezilierii imediat ce ia la cunostinta acest aspect, nu se va considera o renuntare din partea Ferratum la dreptul sau de a invoca respectivele motive si de a solicita rambursarea anticipata a Imprumutului sau de a rezilia Contractul de Imprumut la o data ulterioara.
- 4.4 Clientul are dreptul de a rezilia Contractul de Imprumut in orice moment, prin notificare scrisa si semnata transmisa catre Ferratum. Cu toate acestea, in cazul rezilierii, Ferratum poate solicita rambursarea imediata a tuturor sumelor scadente, caz in care respectivele sume vor fi considerate scadente si platibile imediat. Obligatiile Clientului cu privire la Contractul de Imprumut nu sunt considerate reziliate pana nu sunt achitate toate sumele datorate de Client catre Ferratum.
- 4.5 Contractul de Imprumut poate fi reziliat si in baza conditiilor prevazute de legislatia aplicabila. Pentru evitarea oricarui dubiu, dobanda si/sau penalitatea contractuala va continua sa se acumuleze pana la rambursarea tuturor sumelor.
- 4.6 In momentul rezilierii, Clientul are dreptul de a primi, la cerere si gratuit, un document in format electronic care sa certifice fie ca toate obligatiile dintre Parti au fost indeplinite, sau care sa indice neindeplinirea obligatiilor contractuale.
- 4.7 In cazul rezilierii Contractului de Imprumut din orice motiv, prevederile acestui Contract de Imprumut care, ca urmare a naturii acestuia, stipuleaza drepturile si obligatiile Partilor dupa rezilierea Contractului de Imprumut, se vor aplica si dupa rezilierea Contractului de Imprumut. Aceasta clauza se refera cu prioritate la prevederile care stabilesc solutionarea litigiilor dintre Parti, obligatiile de rambursare, incasarea si plata sumelor datorate si procedura de calculare si plata a acestor sume, raspunderea Partilor si clauza de cesiune.
- 4.8 Prezenta clauza 4 va ramane in vigoare dupa rezilierea Contractului de Imprumut.

## **5. Dreptul de retragere din Contractul de Imprumut**

- 5.1 Clientul are dreptul de a se retrage din Contractul de Imprumut fara a indica vreun motiv, in 14 zile calendaristice de la data incheierii acestuia sau la primirea de catre Client a clauzelor si conditiilor contractuale si a Informatiilor Obligatorii pe un suport durabil conform prevederilor Sectiunii 2, Capitolul IV din OUG nr. 50/2010. Dreptul de retragere poate fi exercitat prin notificare simpla care sa identifice Clientul si sa exprime intentia acestuia de a se retrage. Termenul de 14 zile calendaristice este respectat daca notificarea este expediată in acest termen. Notificarea trebuie sa fie realizata in scris sau pe alt suport durabil si sa furnizeze cel puțin urmatoarele informatii (a) numele si codul personal de identitate ale Clientului, (b) notificarea de retragere, (c) locul si data intocmirii notificarii si (d) in cazul in care notificarea este trimisa prin posta, semnatura Clientului. Orice notificare trebuie transmisa la adresa stabilita in Clauzele Specifice sau pe Website. In cazul in care Clientul nu isi va exercita dreptul de retragere, acesta va fi obligat prin clauzele si conditiile Contractului de Imprumut. In cazul in care Clientul isi exercita dreptul de retragere, Contractul de Imprumut va fi considerat neincheiat.
- 5.2 In cazul exercitarii dreptului de retragere, Clientul va achita Suma de utilizat/ Suma Imprumutata (dupa caz) impreuna cu dobanda nominala datorata la acesta, calculata la rata zilnica indicata in Clauzele Specifice incepand cu data la care Clientul primeste Suma de utilizat/Suma Imprumutata si pana la data rambursarii (data la care Ferratum primeste plata integrala) fara nicio intarziere, dar nu mai tarziu de treizeci (30) de zile calendaristice de la data expedierii notificarii de retragere. In cazul in care Clientul nu actioneaza conform prevederilor stabilite in aceasta clauza 5.2, retragerea nu isi va produce efect.
- 5.3. Informatiile Obligatorii mentionate in clauza anterioara se refera la urmatoarele informatii care trebuie sa fie incluse in Contractul de Imprumut:
- 5.3.1. tipul creditului;
  - 5.3.2. identitatea si adresa sediului social si a punctului de lucru al creditorului, precum si, dupa caz, identitatea si adresa sediului social si/sau a punctului de lucru ori, dupa caz, adresa de domiciliu a intermediarului de credit implicat;
  - 5.3.3. durata Contractului de Imprumut;
  - 5.3.4. valoarea totala a creditului si conditiile care guverneaza tragerea;
  - 5.3.5. Rata dobanzii. Condițiile care guvernează aplicarea ratei dobânzii aferente creditului, formula de calcul al ratei dobânzii, precum și termenele, condițiile și procedura pentru modificarea ratei dobânzii aferente creditului și, în cazul în care se aplică rate diferite ale dobânzii aferente creditului în circumstanțe diferite, informațiile de mai sus pentru toate ratele aplicabile;
  - 5.3.6. Dobanda anuala efectiva;
  - 5.3.7. Valoarea totala platibila;
  - 5.3.8. Cu privire la punctele 5.3.6. si 5.3.7: trebuie menționată indicarea ratei procentuale anuale și a sumei totale de plătit, specificând ipotezele cunoscute la momentul încheierii contractului de împrumut și care sunt utilizate în calculul ratei procentuale anuale a taxei.
  - 5.3.9. orice alte costuri rezultand din Contractul de Imprumut si conditiile in care acestea pot fi modificate;
  - 5.3.10. suma, numarul si frecventa rambursarilor. Daca se au in vedere plati parțiale, se va specifica ordinea in care platile vor fi alocate pentru rambursarea diferitelor solduri restante cu rate diferite ale dobanzii aferente creditului rambursat in rate.
  - 5.3.11. in cazul rambursarii in rate a valorii totale a creditului aferent unui contract de credit pe durata determinata, se va indica dreptul consumatorului de a primi, la cerere si gratuit, in orice moment pe intreaga durata a contractului de credit, un grafic de rambursare. Tabelul de amortizare/ graficul de rambursare va indica platile datorate, precum si termenele si conditiile aferente acestor plati. Tabelul va contine o detaliere a fiecărei rambursari care sa arate

rambursarea valorii totale a creditului, dobanda calculata pe baza ratei dobanzii aferente creditului si daca este cazul, orice costuri suplimentare; In cazul in care rata dobanzii nu este fixa sau costurile suplimentare pot fi modificate pe baza Contractului de Imprumut, tabelul de amortizare indica in mod clar si concis ca datele cuprinse in tabel vor ramane valabile numai pana la schimbarea urmatoare a ratei dobanzii aferente creditului sau a costurilor suplimentare potrivit Contractului de Imprumut.

5.3.12. rata dobanzii in cazul platilor intarziate, aplicabila la data incheierii Contractului de Imprumut, masurile pentru ajustarea acesteia si, dupa caz, orice costuri datorate in caz de neplata

5.3.13. o avertizare privind consecintele neefectuării platilor

5.3.14. existenta sau inexistenta unui drept de retragere, termenul in care acel drept poate fi exercitat si alte conditii pentru exercitarea acestuia, inclusiv informatii privind obligarea consumatorului de a plati creditul sau partea de credit trasa si dobanda, precum si cuantumul dobanzii platibile pe zi;

5.3.15. dreptul de rambursare anticipata, dreptul Clientului la reducerea costurilor in caz de rambursare anticipata, procedura pentru rambursarea anticipata, precum si, daca este cazul, informatii cu privire la dreptul creditorului la compensatie si modalitatea de stabilire a acestei compensatii

5.3.16. procedura de urmat in vederea denuntarii Contractului de Imprumut;

5.3.17. daca exista sau nu un mecanism extrajudiciar de reclamatie si despagubire pentru Client si, in caz afirmativ, modalitatile de acces la acesta;

5.3.18. toate celelalte prevederi si conditii relevante pentru Contractul de Imprumut;

5.3.19. denumirea si adresa autoritatii competente.

## **6. Modificarea Contractului de Imprumut**

6.1 Ferratum va avea dreptul de a modifica aceste Clauze Standard si de a revizui Tariful Comisioanelor (Anexa 1). Aceste modificari se aplica numai Contractului de Imprumut existent, daca amendamentul este impus de o prevedere legala. Clientul va fi informat cu privire la orice amendament printr-o notificare semnata si datata care va include numarul de inregistrare al Ferratum, fie prin mijloace electronice, fie pe un alt suport durabil, si care va fi trimisa Clientului cu cel putin 30 de zile inainte, daca legea nu va intra in vigoare intr-un interval mai scurt. Clientul va putea fi de acord cu orice act aditional furnizat de Ferratum care indica acceptarea noilor conditii, in 15 zile de la data primirii notificarii. Clientul poate refuza modificarile propuse prin rezilierea Contractului de Imprumut inainte ca modificarile sa produca efecte. In acest caz, se va solicita Clientului sa ramburseze toate sumele datorate conform Contractului de Imprumut inainte de data rezilierii. Daca Clientul nu isi va exprima refuzul cu privire la semnarea actului aditional sau nu va solicita rezilierea Contractului de Imprumut, modificarea acestuia se va realiza in baza notificarii si va fi considerata acceptare tacita a modificarilor impuse prin lege.

6.2 Cu exceptia prevederilor clauzelor 2.5 si 6.1, orice modificare adusa Contractului de Imprumut va fi realizata prin act aditional semnat de ambele parti.

## **7. Raspundere si Forta Majora**

7.1 Obligatiile unei parti cu privire la acest Contract de Imprumut vor fi suspendate pe perioada in care Partea respectiva este impiedicata sa isi respecte obligatiile ca urmare a unui eveniment de Forta Majora, cu conditia ca respectiva Parte:

- a) sa fi notificat cealalta Parte despre existenta acelui eveniment de Forta Majora,
- b) sa ia toate masurile posibile pentru a respecta obligatiile stabilite prin clauzele Contractului de Imprumut indiferent de existenta evenimentului de Forta Majora; si
- c) sa isi indeplineasca obligatiile dupa ce evenimentul de Forta Majora a incetat sa mai existe, in intervalul de timp specificat de cealalta Parte.



- 7.2. Pentru evitarea oricarui dubiu, Forta Majora suspenda obligatia Partii doar daca este imposibil pentru Partea respectiva sa isi indeplineasca obligatiile, si nu va scuti Partea respectiva de obligatia de a-si indeplini alte obligatii legate de Contractul de Imprumut. Forta Majora reprezinta un eveniment imprevizibil, care nu poate fi controlat de Parti, precum greva, restrictii legislative impuse de guvern sau de orice autoritate a UE, sabotaj, rascoala, dezastre naturale sau circumstante similare care fac imposibila indeplinirea obligatiilor asumate prin acest Contract de Imprumut. Nicio alta pierdere sau distrugere aparuta ca urmare a imposibilitatii Ferratum de a-si indeplini obligatiile din cauza unui eveniment de Forta Majora nu va fi remediata de Ferratum daca Ferratum a actionat cu diligenta.
- 7.3 Cu exceptia daunelor cauzate prin deces, vatamare corporala sau sanatatii, Ferratum va fi responsabila doar in caz de neglijenta majora sau comportament ilicit pe durata indeplinirii sarcinilor asumate prin Contractul de Imprumut. In cazul neglijentei, Ferratum va raspunde in limita daunelor prognozate in mod normal. Pentru evitarea oricarui dubiu si sub rezerva elaborarii si a mentenantei corespunzatoare a sistemelor IT ale Ferratum, erorile precum avarierea conexiunilor telefonice sau sistemelor IT ale Ferratum, care pun in dificultate sau fac imposibila utilizarea serviciilor Ferratum nu sunt considerate prognozabile.

## **8. Protejarea Datelor**

- 8.1 Clientul admite ca Ferratum va colecta si prelucra datele sale cu caracter personal incluse in fisa de date personale conform Principiilor de Prelucrare a Datelor cu Caracter Personal ale Clientilor care sunt publicate pe Website, precum si in baza acordului exprimat pentru o astfel de prelucrare, daca acest lucru se impune prin legislatia aplicabila. Clientul va informa Ferratum imediat si in nu mai tarziu de o zi lucratoare daca va exista orice modificare a datelor furnizate catre Ferratum.
- 8.2. Clientul declara ca a luat la cunostinta drepturile stabilite prin 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 privind libera circulatie a acestor date si prin Legea nr. 129/2018 pentru modificarea si completarea Legii nr. 102/2005 privind infiintarea, organizarea si functionarea Autoritatii Nationale de Supraveghere a Prelucrarii Datelor cu Caracter Personal, precum si pentru abrogarea Legii nr. 677/2001 pentru protectia persoanelor cu privire la prelucrarea datelor cu caracter personal si libera circulatie a acestor date (dreptul la informare, dreptul de a accesa datele, dreptul de a interveni asupra datelor, dreptul de a obiecta, dreptul de a nu face obiectul unei decizii individuale, dreptul de a depune o plangere in fata unei instante).

## **9. Legislatia aplicabila si solutionarea litigiilor**

- 9.1 Contractul de Imprumut si relatia de afaceri dintre Ferratum si Client vor fi guvernate de legislatia romana. Informatiile au fost furnizate conform legislatiei romane.
- 9.2 Clientul poate introduce actiuni impotriva Ferratum doar in Statul Membru al Uniunii Europene in care Clientul isi are domiciliul sau in tara in care este inmatriculata Ferratum. Ferratum poate introduce actiuni impotriva Clientului in Statul Membru al Uniunii Europene in care Clientul isi are domiciliul. Ambele parti pot introduce o contestatie la instanta in care a fost introdusa actiunea principala.
- 9.3 Prezenta clauza va ramane in vigoare dupa rezilierea Contractului de Imprumut.

## **10. Reclamatii**

- 10.1 In cazul in care Clientul are vreo reclamatie, acesta are dreptul de a o depune direct catre Ferratum, utilizand datele de contact prevazute in Contractul de Imprumut sau pe Website. Reclamatiiile vor fi solutionate prin negociere. Clientul va depune reclamatia in scris

(inclusiv prin e-mail), specificand in aceasta: (a) numele, prenumele, codul numeric personal, adresa de resedinta si datele de contact; (b) data depunerii scrisorii de reclamatie si (c) natura conflictului, pretentia si bazele acesteia. Clientul va atasa copii ale documentelor care atesta tranzactia, precum si orice alte documente care sa fundamenteze reclamatia (daca este posibil). O reclamatie transmisa electronic nu va necesita semnatura. Ferratum va confirma primirea reclamatiei in doua (2) zile lucratoare si va transmite Clientului un raspuns (fie prin email fie prin posta) in cincisprezece (15) zile lucratoare de la data primirii acesteia. Daca Ferratum nu poate raspunde in cincisprezece (15) zile lucratoare, aceasta va informa Clientul imediat in acest sens, mentionand o perioada rezonabila de timp in care va transmite raspunsul si motivul intarzierii. Daca Ferratum refuza solicitarea Clientului, atunci va oferi motivele refuzului. Daca Ferratum nu raspunde in intervalul specificat in prezentul, se va considera ca Ferratum a refuzat solicitarea Clientului.

- 10.2 Clientul are, de asemenea, posibilitatea de a transmite o reclamatie catre oricare dintre urmatoarele entitati: (1) Autoritatea Nationala pentru Protectia Consumatorului, cu sediul in Bd. Aviatorilor nr. 72, Bucuresti, sector 1, cod postal 011865, si/sau (2) Centrul pentru solutionarea 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: Oficiul Arbitrului pentru Servicii Financiare, etaj 1, Pjazza San Kalcidonju Floriana FRN 1530, Malta sau pe [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt). Oricare dintre aceste entitati poate solicita Clientului sa formuleze reclamatii prelabile catre Ferratum, inainte de a le sesiza pe acestea.

## **11. Cesionare**

- 11.1 Ferratum va avea dreptul de a cesiona/transfera/nova oricare sau toate drepturile si obligatiile sale legate de Contractul de Imprumut catre o terta parte, conform prevederilor OUG nr. 50/2010 privind contractele de imprumut pentru consumatori, cu conditia ca Clientul sa fie informat despre o astfel de cesiune, exceptand situatia in care Ferratum va continua sa deserveasca Imprumutul. Contractul va fi considerat incheiat in beneficiul cesionarului si va da nastere unei obligatii valabile si aplicabile pentru un cumparator sau pentru o persoana care preia activele Ferratum, un succesor al Ferratum sau orice alt cesionar al acestuia.
- 11.2 Clientul nu va avea dreptul de a cesiona drepturile si/sau obligatiile sale legate de Contractul de Imprumut catre o terta parte.
- 11.3 Prezenta clauza va ramane in vigoare dupa rezilierea Contractului de Imprumut.

## **12. Comunicari**

- 12.1. Prin incheierea Contractului de Imprumut, Clientul este de acord ca toate notificarile relevante si alte comunicari emise conform sau in legatura cu acest Contract de Imprumut, inclusiv documentele, notificarile si informatiile legate de incheierea, executarea si rezilierea acestui Contract de Imprumut ii pot fi transmise electronic prin comunicari agreeate in acest scop, inclusiv prin e-mail, sisteme de mesaje scurte (SMS), aplicatii mobile sau prin posta. Notificarile transmise in modul mentionat mai sus sunt considerate primite in aceeasi data in care au fost trimise, cu exceptia oricaror comunicari trimise prin posta, care vor fi considerate primite in sapte zile calendaristice de la data trimiterii. In cazul modificarii cerintelor, Clientul va fi informat.
- 12.2 Orice modificare a adresei de e-mail sau de corespondenta, a numarului de telefon sau a datelor de contact care nu este notificata catre Ferratum nu va putea fi opozabila, iar Ferratum este scutita de orice raspundere rezultata din continuarea transmiterii comunicarilor la adresele/numerele cunoscute sau tinand cont de datele puse la dispozitie de Client.

12.3 Pe durata acestui Contract de Imprumut, Partile vor comunica in limba romana sau in limbile romana si engleza.

### **13. Declaratii**

13.1 Prin transmiterea cererii de incheiere a Contractului de Imprumut, Clientul admite, garanteaza, isi asuma si este de acord:

13.1.1 sa utilizeze Suma de utilizat/Suma Imprumutata doar in scop personal si/sau pentru nevoile familiei sale,

13.1.2 ca a transmis catre Ferratum informatii si documente corecte, reale si complete si ca va informa Ferratum imediat daca va exista vreo modificare a acestor informatii sau in cazul in care acesta ia la cunostinta faptul ca orice informatii transmise sunt eronate sau nu sunt adevarate, sunt incorecte sau incomplete. Mai mult, Clientul va pune la dispozitia Ferratum, in orice moment, informatiile solicitate legate de Imprumut.

13.1.3 ca este titularul contului bancar deschis la o institutie de credit cu reputatie din Uniunea Europeana, cont furnizat catre Ferratum in vederea achitarii si rambursarii (daca sunt furnizate astfel de informatii). Clientul admite si accepta ca, in cazul modificarii contului bancar personal, i se poate solicita acestuia sa verifice aceste detalii in modul impus de Ferratum.

13.1.4 ca a citit cu atentie si a luat cunostinta de clauzele Contractului de Imprumut, intelege si accepta informatiile furnizate prin prezentul,

13.1.5 ca a negociat clauzele si conditiile Contractului de Imprumut incheiat cu Ferratum inainte de finalizarea Contractului de Imprumut, in baza informatiilor furnizate anterior de Ferratum,

13.1.6 ca a primit Contractul de Imprumut pe un suport durabil,

13.1.7 ca a incheiat Contractul de Imprumut de buna voie si ca nu a incheiat Contractul de Imprumut fiind constrans sau amenintat sau in conditii vadit nefavorabile tinand cont de circumstantele financiare in care se afla,

13.1.8 ca nu este o Persoana Expusa Public (o persoana fizica ce detine sau i-a fost incredintata o functie publica remarcabila si include orice membru al familiei sau persoane cunoscute ca fiind asociatii apropiati ai persoanei respective) daca nu a declarat altfel in mod specific catre Ferratum,

13.1.9 ca nu obtine Imprumutul in beneficiul unei alte persoane. In cazul in care Clientul obtine Imprumutul sau actioneaza altfel in numele unei alte persoane, acesta va informa Ferratum imediat, caz in care Clientul intelege ca va trebui sa aplice masuri suplimentare si accepta ca Ferratum poate refuza sa incheie un Contract de Imprumut sau sa acorde un Imprumut sau poate, in cazul acordarii unui Imprumut, sa impuna conditii suplimentare atat pentru Client cat si pentru mandantul acestuia;

13.1.10 ca a evaluat nevoia de fonduri si si-a evaluat capacitatea de a rambursa Imprumutul, ca nu exista proceduri de colectare demarate impotriva sa, ca nu exista niciun caz de intarziere la plata la care sa fie parte sau ca urmare a caruia sa fie supus executarii si ca nu a fost demarata nicio disputa, niciun arbitraj sau procedura administrativa sau nu urmeaza sa fie demarate impotriva sa care sa afecteze semnificativ capacitatea sa de a respecta clauzele si obligatiile stabilite prin acest Contract de Imprumut, ca nu este parat intr-un dosar civil privind colectarea creantelor si nu este implicat in niciun dosar care sa ii influenteze caracterul solvabil.

13.1.11 ca nu are alte angajamente de plata cu terte parti, in afara de cele mentionate in Cererea sa completata pentru a aproba Contractul de Imprumut.

13.2. Fara a aduce atingere altor drepturi si obligatii ale Ferratum, Clientul va despagubi si exonera Ferratum de orice daune sau raspunderi pe care Ferratum le poate atrage ca urmare a sau legat de orice incalcare a garantiilor stabilite prin aceasta clauza sau de orice obligatii ale Clientului asumate prin acest Contract de Imprumut. Acest lucru nu se aplica in cazul in care Clientul nu este responsabil pentru incalcare obligatiilor.

## 14. Garantii

14.1 Toate obligatiile Clientului rezultate din acest Contract de Imprumut, precum si orice cheltuieli legate de recuperarea Imprumutului, dobanda, dobanda penalizatoare, comisioane de orice fel, precum si alte cheltuieli, costuri cu instantele, inclusiv costurile de executare, dupa caz, sunt garantate cu gajul general al bunurilor prezente si viitoare si cu disponibilitatea soldului creditor din conturile Clientului deschise la orice banca din Romania.

Data: 09.06.2021

### Anexa 1

Tariful Comisioanelor	
Comision Unic	99 RON

## FERRATUM BANK P.L.C. LOAN AGREEMENT

### **Ferratum Bank p.l.c.– Standard Terms of Loan Agreements applicable to Customers resident in Romania (Standard Terms)**

The main business of Ferratum Bank p.l.c. (Ferratum) is: Business of Banking, Payment Services (as defined in the Malta Financial Institutions Act), issuing and administering other means of payment (other than Payment Services as defined above), 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.

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

These standard terms and conditions shall, together with the Specific Terms of the Loan Agreement (**Specific Terms**), the Standard European Consumer Credit Information Sheet (**SECCI**) and the loan confirmation (collectively the **Loan Agreement**) govern the contractual relationship between Ferratum and the Customer named in the Specific Terms (**Customer**) in relation to the loan specified in the Specific Terms (**Loan**). Details of Ferratum, the Customer and the Loan are laid down in the Specific Terms.

Ferratum has the obligation to inform the Customer correctly and transparently about the essential characteristics of the products and services offered, including the total costs of the Loan and the consequence of non-payment, and the special effects that may have on his or her situation. This information is included in the Loan Agreement and/or the SECCI.

### **1. Application for and granting of the Loan**

- 1.1. Ferratum shall only grant a Loan to persons who are resident in Romania, have a Romanian personal identity code and an officially registered address in Romania, who fulfil the conditions of the credit policies of Ferratum and are deemed to be creditworthy by Ferratum.
- 1.2. An application to enter into a Loan Agreement (**Application**) can be submitted on Ferratum's website at [www.ferratumbank.ro](http://www.ferratumbank.ro) (the **Website**) directly or through intermediaries. Pursuant to the legal provisions specified, the parties expressly agree that the Loan Agreement may be signed or executed as a deed, in as many distinct copies, each of them being considered an original copy, and all together, constituting a single agreement electronically, by remote means.
- 1.3. The Customer is provided with a copy of the SECCI and a copy of the draft Loan Agreement in pdf file format during the application process. Ferratum will provide these to the Customer free of charge.
- 1.4. Prior to entering into a Loan Agreement as well as at any time during the term of the Loan Agreement, Ferratum shall have the right to identify and verify the identity of the Customer as well as to request other information (including but not limited to employment, tax information and information about financial circumstances) from the Customer and/or third parties (including but not limited to external credit rating agencies such as Biroul de Credite S.A. and Agentia Nationala de Administrare Fiscala (ANAF)) which might be relevant for Ferratum to make a decision as to whether to enter into a Loan Agreement and/or whether to grant a loan. The Customer undertakes to fulfil all of Ferratum's requests in terms of this clause. The Customer acknowledges and agrees that

Ferratum shall have the right to refuse to enter into the Loan Agreement or to terminate a Loan Agreement entered into with immediate effect in the event that Ferratum cannot obtain the information or verification which it considers necessary or in case the Customer falls outside Ferratum's risk appetite. Documents submitted to Ferratum in terms of this clause shall not be returned.

- 1.5. Ferratum retains, at all time, full and absolute discretion as to whether or not to enter into a Loan Agreement with or grant a loan to the Customer irrespective of prior acceptances of applications of the same Customer. In case of rejection, Ferratum is not obliged to disclose the reasons for rejection, save for the disclosure provisions specified by law including a rejection which is based on the results of a consultation with a database about the income of a person and/or performance of payment obligations. In the latter case, Ferratum shall inform the Customer free of charge of the result of the consultation and the particulars of the database consulted.
- 1.6. As part of the application process, Ferratum shall offer the Customer the option to either pay the Credit File Analysis Fee before the disbursement of the Loan or to have this deducted directly from the Loan Principal amount. In case Ferratum accepts the application of the Customer and the Customer chooses to pay the Credit File Analysis Fee before disbursement, the disbursement of the Loan shall be conditional on such payment being settled by the Customer within 10 calendar days from the conclusion of the Loan Agreement. Payment shall be settled to bank account number IBAN RO19RNCB0002167692930008 if the payment is done by cash or to IBAN RO89RNCB0002167692930009 if the payment is done by bank transfer, in either case using the Customer's name and social security number in the transaction details. Ferratum shall not be bound to disburse the Loan before receiving the full Credit File Analysis Fee. If the Customer fails to pay the Credit File Analysis Fee before such 10 calendar days period, the Loan Agreement shall be considered not to have been concluded. If the Customer pays the Credit File Analysis Fee within such 10 calendar days period, Ferratum shall disburse the Loan within two working days from receiving the Credit File Analysis Fee. If the Customer chooses to have the Credit File Analysis Fee deducted directly from the Loan principal amount, Ferratum shall disburse the Drawdown Loan amount (as defined in the Specific Terms, if applicable) within two working days from the date of conclusion of the Loan Agreement.
- 1.7. Disbursement shall be made either to the Customer's personal bank account or, at the choice of the Customer to a bank account held in the name of Ferratum with a third party bank and from which the Customer can drawdown the Drawdown Loan/Loan in cash on providing evidence of identity with his or her original identification document and any other evidence of identity requested by such third party bank.
- 1.8. The Customer hereby waives receipt of Ferratum's statement of acceptance or rejection of the Application. The Loan Agreement enters into force at the time of Ferratum's payment of the Drawdown Loan/Loan amount to the Customer i.e. at the moment when the Customer receives the Drawdown Loan/Loan in his or her personal bank account or at the moment that the Customer draws down the Drawdown Loan/Loan amount in cash from the credit institution to which it is sent by agreement with Ferratum.
- 1.9. The Loan Agreement and ancillary documentation shall be provided in Romanian with an English translation. The Romanian text shall be legally binding and decisive. The English translation is for convenience only.
- 1.10. Once the Customer has been identified by means of verification measures in line with the policies of Ferratum, he or she will receive a personal identification number (**PIN**) and a personal user account (**Account**) which may be accessed from the Website by using the PIN. This shall not be considered as acceptance by Ferratum of the Application. The Customer shall keep the PIN confidential and may not release or disclose his or her PIN to any other person. Ferratum reserves the right to freeze the Customer's PIN and/or

Account without notification when there is a reasonable suspicion of unauthorized use of the PIN and/or Account. The Customer shall be responsible for damages incurred through the use of the Customer's PIN as provided by law. The Customer shall contact Ferratum immediately in the event of loss or if he or she cannot remember the PIN or if he or she thinks that this may have become accessible to third parties. The Customer shall follow the instructions on the Website to reset the PIN. Ferratum may request the Customer to provide personal details in order to ascertain the Customer's identity prior to re-issuing a PIN.

- 1.11. Ferratum has the right, but not the obligation, to offer the Customer a different loan amount than the amount the Customer applied for.

## **2. Repayment of the loan and due date**

- 2.1 Unless otherwise specifically provided above, the Customer will repay the Loan principal together with nominal interest and other fees due in accordance with the Loan Agreement by the agreed due date through the Account (if such possibility is offered by Ferratum) or otherwise to an account indicated by Ferratum by using the reference numbers indicated in the Loan Confirmation 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. The Customer shall repay amounts due through a bank account held in the Customer's name at his/her 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 the Customer will be considered not to have made any payment. The Customer shall bear the cost of his payment service provider in repaying the Loan.
- 2.2. The repayment period, except for the Credit File Analysis Fee which shall be repaid as described in clause 1 above, shall start at the time the Customer receives the Drawdown Loan/Loan amount in his or her bank account or draws down the same from Ferratum's bank account with another bank in accordance with the procedure indicated in clause 1. The currency applicable to the Loan and any interest, fees or other payments shall be the Romanian leu (RON). The Customer shall cover the costs of conversion if payment is made in any other currency.
- 2.3 Nominal interest on the Loan shall be accrued daily from the date that the Customer receives the Drawdown Loan/Loan into his or her bank account or draws down the same in cash as indicated above until repayment. Nominal interest and the Loan shall be repaid in one instalment in the case of a Microloan (**Microloan**) or in monthly instalments in the case of a Plusloan (**Plusloan**) in accordance with the Repayment Schedule issued by Ferratum as may be amended. In the case that any amount is due on a non-working day, it shall be payable on the following working day. Other fees and charges shall be paid in accordance with the provisions of the Loan Agreement. Ferratum shall have the right to collect the Single fee as specified in Appendix 1 for services provided at the Customer's express request, if any. Any payments shall be made without deductions relating to compensations, claims, taxes or duties.
- 2.4 The Customer may be required to complete a direct debiting and/or standing order mandate for the agreed periodic payments. In such a case, Ferratum reserves the right to reject any payment which is not made in such manner at the Customer's expense. Ferratum may, notwithstanding any intervening expiry date, continue to present direct debits/standing orders for the agreed periodic payment amounts until the full amount due has been repaid.
- 2.5 In the case of a Microloan, Ferratum may offer the Customer the possibility to reschedule the Loan by 15 days not more than two times. If such a possibility is offered, the Customer may submit the application at least one day before Due Date. The application shall be made in the manner prescribed by Ferratum and shall be subject to such terms and

conditions as shall be made known in advance to the Customer. Ferratum shall have the right to reject the Customer's application at any time and without assigning any reason. The Customer is required to pay the Single fee indicated in Appendix 1. Acceptance or refusal shall be communicated to the Customer via SMS. Acceptance by Ferratum shall be conditional to the payment of the Single fee i.e. if the Customer does not pay the Single fee by Due Date, the maturity period shall not be extended. Upon rescheduling, the maturity period of the Microloan shall be extended by 15 days without the requirement of any further formality. Specifically, since the rescheduling is regulated already in this Loan Agreement, an addendum shall not be required if a rescheduling is granted.

- 2.6 The Customer is entitled to repay the Loan, in full or in part, before the agreed due date (i) through the Account, if such possibility is available, or (ii) by bank transfer to the accounts indicated by Ferratum or (iii) in cash by depositing the amount due in Ferratum's account, in both cases (ii) and (iii) by using the reference number specified in the Loan Confirmation in the transaction details or by scanning the bar code in the Loan Confirmation sent to the Customer as part of the Loan Agreement. The Customer may request Ferratum for information on the amount due upon early repayment by indicating the intended date of repayment at least three working days in advance. Ferratum shall reply within two working days of any request by the Customer indicating the amount due on the indicated payment date. Ferratum reserves the right to refuse payment made through other means and the Customer will be considered not to have made any payment. In case of early repayment, the nominal interest and fees repayable shall be calculated from the date on which the Drawdown Loan/Loan was paid to the Customer until (and including) the date of effective repayment of amounts due i.e. the date on which the amounts were credited to Ferratum's bank account. In the case of a Plusloan, if the Customer does not pre-pay the whole amount due, repayment shall shorten the repayment period. Ferratum does not charge a fee for early repayment.
- 2.7 In case of payments, the order of allotment shall be the following: Credit File Analysis Fee, execution costs, registration fees and fees for extinguishing of the registration of the movable guarantees established under this Loan Agreement in/from the Archive Electronic Real Movable Guarantees commissions, default interest, outstanding nominal interest, outstanding credit, current interest and current credit.
- 2.8 In the case of a Plusloan, the Customer has a right to receive upon request a statement of account in the form of an amortization table, on paper or other durable medium, according to the Customer's decision, free of charge, at any time during the validity of the Loan Agreement. The amortization table / repayment schedule shall indicate the due rates and the terms and conditions of payment of these amounts. The table/ chart shall contain a breakdown of each reimbursement showing: a) repayment of the total value of the Loan; b) interest calculated on the basis of the borrowing rate related to the Loan; c) any additional costs.
- 2.9 If the reference number, as mentioned in the Loan Confirmation, is not indicated in the transaction details of the repayment transaction, Ferratum will be unable to connect the payment to the Loan Agreement, in which case the Ferratum is exempt of any fault or liability for any inconvenience suffered by the Customer, as well as for any additional costs incurred by the Customer.
- 2.10 Ferratum shall send an SMS confirmation to the Customer for each repayment free of charge in case of Plusloan.
- 2.11 Once the Customer discharges all his or her obligations under this Loan Agreement, Ferratum has the obligation to offer to the Customer free of charge, a document in electronic form attesting that all the obligations between the Parties have been discharged.
- 2.12 Ferratum may for promotional purposes reduce or waive the fees or interest payable by Customers who satisfy the special terms and conditions to which the promotion is subject.



### **3. Missing Payments, Default Interest, Past Due Notices and fees**

- 3.1 If the Customer fails to make a particular payment in full within the stipulated time, the Customer shall be considered in default, without any other formality being necessary, and shall pay default interest at the rate indicated in the Specific Terms on the overdue amount from the day that payment falls due until full repayment of the amount overdue. In the case of Microloans, default interest shall only be calculated until 28 days following Due Date if this is earlier than the date of actual payment. Ferratum shall have the right to take all legal measures necessary to recover amounts due by the Customer.
- 3.2 In the case of a Plusloan, Ferratum has the right to call the entire Loan, including interest and expenses, as due if any amount is overdue by at least 90 days irrespective of the amount of the outstanding payment.
- 3.3 Ferratum shall be entitled to claim compensation for all actual damages, costs and taxes incurred in collecting overdue amounts, including the recovery of payments made to debt collectors, provided that in the latter case the amount charged to the Customer shall not exceed the highest amount allowed by law (if applicable). The Customer agrees that such amount shall be collected from him or her directly or through debt collectors without the requirement of court or judicial intervention.
- 3.4 The Customer agrees that in case of non-performance of the obligations assumed by him or her under this Loan Agreement, Ferratum may send to the Customer information, collection calls, notifications, payment notices, summons as well as notifications to the Customer's declared employer. Ferratum may, in case of late payment, register the Customer in credit information registers such as Biroul de Credite S.A. and/or at the Credit Risk Center.
- 3.5 In addition to penalties and other costs, missing payments can also lead to the early recall of the amounts due under the Loan Agreement, termination of the Loan Agreement, registration of the Customer as a bad debtor in databases and affect the credit rating of the Customer negatively, making it difficult or more expensive for the Customer to get a loan in the future and lead to legal action being taken against the Customer.
- 3.6 The Customer shall immediately notify Ferratum in case a negative change of his financial situation and any change of domicile, marital status, restriction of his legal competence.
- 3.7 This clause 3 shall survive the termination of the Loan Agreement.

### **4. Pre-mature recall of the Loan**

- 4.1 Apart from the instance specified in clause 3.2 of these Standard Terms, Ferratum may call the Loan as fully due and payable in the following cases:
  - 4.1.1. instances where the Customer has provided Ferratum with incorrect information that may have affected the decision to grant the Loan or the terms and conditions of the Loan or where Ferratum does not receive information or documentation requested; or
  - 4.1.2. where the Customer has breached the warranties granted or as specified in clause 13.1 of the Standard Terms; or
  - 4.1.3. where the Customer has committed a violation of the terms or conditions of this Loan Agreement or any other agreement between the Parties which cannot be remedied; or
  - 4.1.4. where the Customer has committed a violation of the terms and conditions of this Loan Agreement which is capable of remedy and which has not been remedied within a reasonable time granted by Ferratum which shall in no case be less than three working days.
  - 4.1.5. if, following legislative changes, the Customer no longer meets the new conditions for being a debtor, and can therefore not be retained as a Customer by Ferratum; or
  - 4.1.6. any judicial action, seizure decision, forced execution or similar action against the Customer has been introduced/pronounced; or

- 4.1.7. there is a material change in the situation of the assets or in the financial situation of the Customer, which would affect the Customer's ability to comply with the obligations assumed under this Loan Agreement; or
- 4.1.8. the Customer uses the Loan amount for purposes other than the one specified in this Loan Agreement (Ferratum has the right to verify how the Loan was used).
- 4.2 In the event of a failure to fulfill the obligations assumed (as per clauses 3.2 and 4.1 hereof) or in case of the Customer's death:
- a) The Customer will be in default by operation of law, without the need for his prior notification or the completion of other formalities;
  - b) The balance due under this Loan Agreement will become immediately due and payable by the Customer/his successors;
  - c) The Customer/his/her successors will pay all the costs, taxes, fees, commissions and other amounts due in accordance with the terms of this Loan Agreement
  - d) Ferratum may impose default interest on the Customer charged on fixed percentage basis as indicated in clause 1.1.4 of the Specific Terms.
- 4.3 If Ferratum has the right to call the Loan as fully due and payable or terminate the Loan Agreement but does not invoke the basis of recall/termination immediately when it comes to its attention, this does not constitute a waiver of Ferratum's right to invoke such grounds and recall the Loan or terminate the Loan Agreement at a later date.
- 4.4 The Customer is entitled to terminate the Loan Agreement at any time with a written and signed notice to Ferratum. However, in case of such termination, Ferratum may demand the immediate repayment of all due amounts, in which case such amounts shall be considered immediately due and payable. The Customer's obligations in terms of the Loan Agreement are not considered terminated until all the amounts owed by the Customer to Ferratum are repaid.
- 4.5 The Loan Agreement can also be terminated on the conditions stipulated by the applicable law. For the avoidance of doubt, interest and/or contractual penalty shall continue to accrue until all amounts have been repaid.
- 4.6 Upon termination, the Customer has the right to receive, upon request and free of charge, a document in electronic format attesting either that all the obligations between the Parties have been discharged or indicating the contractual obligations are not yet fulfilled.
- 4.7 In the case of termination of the Loan Agreement for any reason, the provisions of this Loan Agreement which, due to their nature, stipulate the rights and obligations of the Parties after the termination of the Loan Agreement shall apply also after the termination of the Loan Agreement. This, above all, concerns such provisions which determine settlement of disputes between the Parties, repayment obligations, collection and payment of amounts due and the procedure for calculation and payment of such amounts and liability of the Parties and the assignment clause.
- 4.8 This clause 4 shall survive the termination of the Loan Agreement.

## **5. Right to withdraw from the Loan Agreement**

- 5.1 The Customer has the right to withdraw from the Loan Agreement without indicating any reason within 14 calendar days from the date of conclusion of the Loan Agreement or when the Customer receives the contractual terms and conditions and Mandatory Information required in a durable medium in accordance with the provisions of Section 2, Chapter IV from EGO no. 50/2010 . The right to withdraw can be exercised by simple notice identifying the Customer and expressing his 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) Customer's 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, the Customer's signature. Any notice must be delivered to the address provided in the Specific Terms or

on the Website. If the Customer does not exercise the right to withdraw, the Customer shall be bound by the terms and conditions of the Loan Agreement. If the Customer exercises his/her right of withdrawal, the Loan Agreement would be considered not to have been concluded.

- 5.2 In case of exercise of the right of withdrawal, the Customer shall settle the Drawdown Loan/Loan (as the case may be) together with nominal interest due thereon calculated at the daily rate indicated in the Specific Terms from the day that the Customer has drawn down the Drawdown Loan/Loan amount 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 the Customer fails to act in accordance with the provisions set out in this clause 5.2, the withdrawal will lapse.
- 5.3 The Mandatory Information under the above clause refers to the following information which may be provided in the Loan Agreement:
  - 5.3.1 the type of credit;
  - 5.3.2 the identity and address of the parties, as well as of any credit intermediary (if applicable);
  - 5.3.3 the duration of the Loan Agreement;
  - 5.3.4 the total amount of the credit and conditions governing drawdown;
  - 5.3.5 the borrowing rate. The conditions governing the application of the borrowing rate on the loan, the formula for calculating the borrowing rate, as well as the terms, conditions and procedure to change the borrowing rate on the loan and, if applicable different borrowing rates on the loan in different circumstances, the above information for all applicable rates;
  - 5.3.6 the annual percentage rate of charge;
  - 5.3.7 the total amount repayable;
  - 5.3.8 As regards points 5.3.6 and 5.3.7: the indication of the annual percentage rate of charge and the total amount payable must be stated, specifying the assumptions that are known at the time the Loan Agreement is concluded and that are used in the calculation of the annual percentage rate of charge;
  - 5.3.9 any other charges deriving from the Loan Agreement and the conditions under which those charges may be changed;
  - 5.3.10 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;
  - 5.3.11 in the case of a capital amortisation of the Loan 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 Loan 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 Loan 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 Loan Agreement;
  - 5.3.12 the interest rate applicable in the case of late payments as applicable at the time of the conclusion of the Loan Agreement and the arrangements for its adjustment and, where applicable, any charges payable for default;
  - 5.3.13 a warning about the consequences of missing payments;

- 5.3.14 the existence or non-existence of the right of withdrawal, the period and other circumstances for declaring withdrawal, and an indication of the Customer's obligation to repay the credit already disbursed and to pay interest; the amount of interest payable per day must be indicated;
- 5.3.15 the right of early repayment, the right of the Customer to a reduction of costs in the case of early repayment, the procedure for early repayment, as well as, where applicable, information concerning the creditor's right to compensation and the way in which that compensation will be determined;
- 5.3.16 the procedure to be followed for terminating the Loan Agreement;
- 5.3.17 whether or not there is an out-of-court complaint and redress mechanism for the Customer and, if so, the methods for having access to it
- 5.3.18 all other terms and conditions relevant for the Loan Agreement
- 5.3.19 the name and address of the competent authority.

## **6. Amendment to Loan Agreement**

- 6.1 Ferratum shall have the right to amend these Standard Terms and revise the Tariff of Fees (Appendix 1) at its discretion. However, such amendments only apply to the existing Loan Agreement if the amendment is due to a legal amendment. The Customer shall be notified of any amendment by a signed and dated notice which includes the registration number of Ferratum, either by electronic means or in another durable medium and which is sent to the Customer at least 30 days in advance, unless the law comes into force with a shorter notice period. The Customer shall agree to any addendum provided by Ferratum indicating acceptance of the new terms within 15 days from receiving the notice. The Customer may refuse the amendments proposed by terminating the Loan Agreement before the changes come into effect. In such case the Customer may be required to repay all amounts due under the Loan Agreement before the date of termination. If the Customer does not indicate refusal or terminate the Loan Agreement, the amendment of the Loan Agreement will be made based on the notification and will be considered as tacit acceptance of the amendments imposed by legislation.
- 6.2 Except as provided in clauses 2.5 and 6.1, any amendment to the Loan Agreement shall be concluded by means of an addendum accepted by both parties.

## **7. Liability and Force Majeure**

- 7.1 A Party's obligations in terms of this Loan Agreement shall be suspended for such period during which that Party is prevented from complying with its obligations due to Force Majeure, provided that such Party:
  - a) has notified the other Party of the existence of such Force Majeure,
  - b) does everything in its/his/her power to comply with the obligations in terms of the Loan Agreement notwithstanding the existence of Force Majeure; and
  - c) fulfils its obligations once the Force Majeure event has ceased to exist, within the time specified by the other Party.
- 7.2 For the avoidance of doubt, Force Majeure shall only suspend a Party's obligation in so far as it is impossible for the Party to perform the same and shall in no case excuse such Party from the obligation to perform other obligations in terms of the Loan Agreement. Force Majeure means an event that is unpredictable and beyond the Parties' control, e.g. strike, legislative restriction imposed by the government or an EU authority, sabotage, uprising, natural disasters or similar circumstances causing impossibility in fulfilling the obligations arising from the Loan Agreement. Any other loss or damage that has occurred as a result of Ferratum's inability to perform its obligations due to Force Majeure shall not be made good by Ferratum if Ferratum has acted with ordinary care.
- 7.3 Except for damages caused through death, injuries of the body and health, Ferratum will only be liable for gross negligence or wilful misconduct in the performance of its duties

under this Loan Agreement. In case of ordinary negligence, Ferratum's liability shall be limited to the amount of damages typically foreseeable. For the avoidance of doubt and subject to the due construction and maintenance of Ferratum's IT systems, errors such as disturbance in the telephone connection or Ferratum's IT systems, which make it difficult or impossible to use Ferratum's services, is typically not foreseeable.

## **8. Data Protection**

- 8.1 The Customer acknowledges that Ferratum shall collect and process his/her personal data contained in a personal data file in accordance with the Principles of Processing the Personal Data of Clients which are published on the Website as well as on the basis of any consent given for such processing, when this is required by applicable law. The Customer shall inform Ferratum immediately and within not later than one working day if there has been any change to the data provided to Ferratum.
- 8.2. The Customer declares that he is 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 individual decision, the right to file a complaint before a court of law).

## **9 Governing law and settlement of disputes**

- 9.1 The Loan Agreement and the business relationship between Ferratum and the Customer shall be governed by Romanian law. Information has been provided in terms of Romanian law.
- 9.2 The Customer may only bring proceedings against Ferratum in the Member State of the European Union where the Customer is domiciled or in the country of establishment of Ferratum. Ferratum may bring proceedings against the Customer in the Member State of the European Union where the Customer is domiciled. Both parties may bring a counter-claim in the court where the original claim is pending.
- 9.3 This provision shall survive the termination of the Loan Agreement.

## **10. Complaints**

- 10.1 In case the Customer has any complaints, he/she is entitled to file them directly with Ferratum, using the contact data provided in the Loan Agreement or on the Website. Complaints shall be settled by negotiations. The Customer shall file the complaint in writing (including email), specifying therein: (a) his or her 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, his or her claim and substantiation thereof. The Customer shall enclose copies of documents certifying the transaction as well as other documents substantiating the complaint (if possible). An electronically submitted complaint shall not require a signature. Ferratum shall acknowledge receipt of the complaint within two (2) working days and shall provide a reply (either by email or post) to the Customer within fifteen (15) working days from the day of receipt of the submission. If it is not possible for Ferratum to reply within fifteen (15) working days, Ferratum shall inform the Customer of this without delay, specifying a reasonable time period within which the reply shall be provided and the reason for the delay. If Ferratum refuses the Customer's request it shall provide reasons for such refusal.

If Ferratum does not provide a reply within the time period specified herein, it shall be considered that Ferratum has refused the Customer's request.

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

## **11. Assignment**

- 11.1 Ferratum shall have the right to assign/transfer/novate any or all of its rights and obligations in relation to the Loan Agreement to a third party, according to the provisions of EGO no. 50/2010 on loan agreements for consumers, provided that the Customer shall be notified of such assignment unless Ferratum continues to service the Loan. The agreement will be considered to be concluded for the benefit of the transferee and will give rise to a valid and enforceable obligation for a buyer or for a person who takes over the assets of Ferratum, a successor of Ferratum or any assignee thereof.
- 11.2 The Customer shall not be entitled to assign its rights and/or obligations in relation to the Loan Agreement to a third party.
- 11.3 This provision shall survive the termination of the Loan Agreement.

## **12. Communications**

- 12.1 By concluding the Loan Agreement, the Customer agrees that all relevant notices and other communications issued under or in connection with this Loan Agreement, including documents, notifications and information in connection with the conclusion, execution and termination of this Loan Agreement, can be sent to him/her electronically by means of communication agreed to for this purpose including e-mail, short messaging system, post or mobile applications. The notices delivered in the aforementioned manner are considered received on the same date on which they were sent, with the exception of any communications sent by post which shall be considered received seven calendar days after they are sent. In case the requirements change, the Customer shall be notified thereof.
- 12.2 Any change of the e-mail or communication address, telephone number or contact data that is not notified to Ferratum will not be binding, and Ferratum is exempted from any liability resulting from the continuation of the communications to the initial addresses/numbers known or taking into account the data made available by the Customer.
- 12.3 During the term of this Loan Agreement the Parties shall communicate between themselves in Romanian or Romanian and English.

## **13. Warranties**

- 13.1 By submitting an application to enter into the Loan Agreement, the Customer acknowledges, warrants, undertakes and agrees that he or she:
- 13.1.1. will use the Drawdown Loan/Loan only for his/her personal and/or family needs.
- 13.1.2. has provided true, correct and complete information and documentation to Ferratum and that he or she will inform Ferratum without undue delay whenever there is a change to such information or in the event that he or she notices that any information submitted was erroneous or otherwise untrue, incorrect or incomplete. Moreover, the Customer will make available to Ferratum, at any time, the information requested in connection with the Loan.

- 13.1.3. is the owner of the bank account held with a reputable credit institution established in the European Union which he or she has provided to Ferratum for disbursement and repayment purposes (where these are provided). Customer acknowledges and accepts that in case of change in personal bank account details he or she may be requested to verify such details in the manner required by Ferratum;
  - 13.1.4. has carefully read and acknowledges the clauses of the Loan Agreement and understands and accepts the information provided therein;
  - 13.1.5. has negotiated the terms and conditions of the Loan Agreement with Ferratum prior to the finalization of the Loan Agreement based on prior information provided by Ferratum;
  - 13.1.6. has received the Loan Agreement on a durable medium;
  - 13.1.7. has entered into the Loan Agreement of his or her free will and has not concluded the Loan Agreement under threat, duress, or in distress or under strikingly unfavourable conditions with regard to his or her personal and financial circumstances;
  - 13.1.8. is not a Politically Exposed Person (a natural person who is or has been entrusted with a prominent public function, and includes such individual's immediate family members or persons known to be close associates of such persons) unless otherwise declared specifically to Ferratum
  - 13.1.9. is not obtaining the Loan for the benefit of or on behalf of somebody else. If the Customer is obtaining the Loan or otherwise acting on behalf of another person, he or she shall inform Ferratum immediately, in which case the Customer understands that additional measures will have to be applied, and accepts that Ferratum may refuse to enter into the Loan Agreement or grant a Loan or may, if granting a Loan, impose additional conditions on both the Customer and his or her principal;
  - 13.1.10. has evaluated the need for funds and evaluated his or her capacity to repay the Loan, there are no collection procedures initiated against him or her, that there is no case of delay in payment to which he or she is a party or as a result of which he or she is subject to execution and that no litigation, arbitration or administrative procedure is in progress or to be initiated against him or her and which will substantially affect the capacity to comply with the terms and obligations established in this Loan Agreement that he or she is not a defendant in a civil case on debt collection as well as is not involved in any case that may affect his or her solvency.
  - 13.1.11. has no other payment commitments with third parties, other than those mentioned in its Application completed in order to approve this Loan Agreement.
- 13.2 Without prejudice to the other rights or remedies of Ferratum, the Customer will indemnify and hold harmless Ferratum against any damages or liabilities which Ferratum may incur as a result of or in relation to any breach of the warranties contained in this clause or any of the Customer's obligations under this Loan Agreement. This does not apply if the Customer is not responsible for the breach of duty.

#### **14. Guarantees**

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

Date: 09.06.2021

## Appendix 1

Tariff of Fees	
Single fee	99 RON