

FERRATUM BANK P.L.C. POGODBA O KREDITNI LINIJI

FERRATUM BANK P.L.C. – KREDITNA POGODBA ŠT. 4001762, KI SE UPORABLJA ZA POTROŠNIKE S PREBIVALIŠČEM V SLOVENIJI

sklenjena dne 06.04.2022 med

**Dajalec kredita (v nadaljevanju tudi kot 'Ferratum')**

**Vi (Stranka)**

<p><b>Ferratum Bank p.l.c.</b>, kreditna institucija, licencirana in nadzorovana s strani malteškega Organa za finančne storitve (ang. <i>Malta Financial Services Authority</i>) (<a href="http://www.mfsa.com.mt/pages/contact.aspx">http://www.mfsa.com.mt/pages/contact.aspx</a>, Triq lmdina, Zone 1 Central Business District, Birkirkara, CBD 1010, Malta)</p> <p><b>Licenčna in registrska številka:</b> C 56251</p> <p><b>Poslovni naslov:</b> ST Business Centre, 120, The Strand, Gzira, GZR 1027, Malta.</p> <p><b>E-pošta:</b> <a href="mailto:info@ferratumbank.si">info@ferratumbank.si</a></p> <p><b>Dejavnosti, ki jih zajema licenca (glavne dejavnosti):</b> bančništvo, plačilne storitve (kot je opredeljeno v Zakonu o finančnih institucijah), izdajanje in upravljanje drugih plačilnih sredstev (poleg plačilnih storitev, ki so opredeljene zgoraj), garancije in prevzem obveznosti, trgovanje za lastne račun z instrumenti denarnega trga, devize, finančne termenske pogodbe in opcije, menjalni in obrestni instrumenti, prenosni vrednostni papirji in vse druge dejavnosti, ki jih lahko banka občasno opravlja.</p>	<p>Ime:</p> <p>Priimek:</p> <p>Ulica, Hišna številka:</p> <p>Kraj:</p> <p>Poštna št.:</p> <p>Identifikacijska številka (EMŠO):</p> <p>Telefon:</p> <p>E-poštnil naslov:</p>
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1. Kreditna pogodba

1.1 Ta dokument ("**Kreditna pogodba**") ureja posojilno revolving kreditno linijo, ki vam jo odobri Dajalec kredita.

2. Glavne značilnosti

2.1	<b>Vrsta kredita:</b>	Potrošniški revolving kredit
2.2	<b>Skupni znesek kredita (kreditni limit):</b>	1 000,00 EUR
2.3	<b>Trajanje Kreditne pogodbe:</b>	Nedoločen čas

2.4	<b>Obrestna mera (nominalna mera): obrestna</b>	<p>4,89% letno</p> <p>Variabila (4,89% se doda obrestni meri, ki jo določi Evropska centralna banka za operacije glavnega refinanciranja, in ki trenutno znaša 0,00%) % letno, pod pogojem, da v primeru, ko bi obrestna mera Evropske centralne banke za operacije glavnega refinanciranja znašala manj kot 0%, se za potrebe te Kreditne pogodbe šteje, da obrestna mera Evropske centralne banke za operacije glavnega refinanciranja znaša 0%.</p> <p>Obrestna mera Evropske centralne banke za operacije glavnega refinanciranja je na voljo na <a href="https://www.bsi.si/en/statistics/interest-rates/ecb-interest-rates">https://www.bsi.si/en/statistics/interest-rates/ecb-interest-rates</a>. Obrestna mera se bo spreminjala glede na spremembe referenčne obrestne mere. Ferratum vas bo obvestil o spremembah nominalne obrestne mere z datumom, od katerega se začne uporabljati nova nominalna obrestna mera.</p> <p>Za morebitne posebne ponudbe glejte točko 2.16 spodaj.</p>
2.5	<b>Nadomestilo za storitve</b>	<p>Vsak dan vam bo zaračunano nadomestilo v višini: (0,04 + 0,04 * X ) EUR</p> <p>X je število večkratnikov 100 EUR, neupoštevaje frakcije 100 EUR, ki jih v glavnici kredita dolgujete na zadevni dan.</p> <p>Na primer, če dolgujete 375 EUR na 06.04.2022, bo nadomestilo za storitve, zaračunano 2 na ta dan:</p> <p>0,16 EUR =</p> <p>0,04 + 0,04 * 3 EUR</p> <p>X = 3, saj so v 375 3-je večkratniki 100, neupoštevajoč 75 EUR (ki je frakcija 100 EUR)</p> <p>Če na podlagi Kreditne pogodbe ne dolgujete vam Nadomestilo za storitve ne bo zaračunano.</p> <p>Za morebitne posebne ponudbe glejte točko 2.16 spodaj.</p>
2.6	<b>Nadomestilo za vodenje kredita</b>	<p>1,00 EUR na mesec.</p>

2.7	<b>Nadomestilo za črpanje (plačiljivo za vsakokratno Kredita): kredita črpanje</b>	5,00% od vsakega zneska črpanja Kredita.  Za morebitne posebne ponudbe glejte točko 2.16 spodaj.
2.8	<b>Skupni znesek, ki ga mora potrošnik: plačati</b>	1 174,90 EUR. Ta izračun temelji na Kreditu v višini 1 000,00 EUR in letni nominalni obrestni meri v višini 4,89 %, ki znaša 26,50 EUR, Nadomestilu za storitve v višini 86,40 EUR, Nadomestilu za vodenje kredita v višini 12,00 EUR in Nadomestilu za črpanje kredita v višini 50,00 EUR (izračunan na podlagi Nadomestila za črpanje kredita v višini 5,00% od vsakega zneska črpanja Kredita) in na podlagi naslednjih predpostavk:  i. Kredit se dodeli za obdobje enega leta, in sicer od datuma prvega črpanja, do zadnjega plačila, s katerim se poravna stanje kapitala, nominalne obresti in druge stroški, če obstajajo;  ii. Kapital (glavnico kredita) boste vračali v enakih mesečnih zneskih, s prvim obrokom en mesec po datumu prvega črpanja.  Skupni znesek, ki ga mora plačati potrošnik se razlikuje glede na to, kakšen je vaš Skupni znesek Kredita, kolikokrat črpate Kredit in kako hitro odplačujete zapadle zneske.
2.9	<b>Efektivna obrestna mera (EOM):</b>	38,58%. Ta izračun temelji na Kreditu v višini 1 000,00 EUR in letni nominalni obrestni meri v višini 4,89 %, ki znaša 26,50 EUR, Nadomestilu za storitve v višini 86,40 EUR, Nadomestilo za vodenje kredita v višini 12,00 EUR in Nadomestilu za črpanje kredita v višini 50,00 EUR (izračunan na podlagi Nadomestila za črpanje kredita v višini 5,00% od vsakega zneska črpanja Kredita) in na podlagi naslednjih predpostavk:  i. Kredit se dodeli za obdobje enega leta, in sicer od datuma prvega črpanja, do zadnjega plačila, s katerim se poravna stanje kapitala, nominalne obresti in druge stroški, če obstajajo;  ii. Kapital (glavnico kredita) boste vračali v enakih mesečnih zneskih, s prvim obrokom en mesec po datumu prvega črpanja.
2.10	<b>Poplačilo:</b>	Kredit se odplačuje z mesečnimi plačili, v višini najmanj Minimalnega zneska poplačila.
2.11	<b>Zapadlost:</b>	6. vsak mesec, s prvim Minimalnim zneskom poplačila, ki zapade 06.05.2022.

2.12	<b>Minimalni znesek poplačila:</b>	Vsak mesec odplačate 10,00 EUR ali 7,00% celotnega zapadlega zneska, in sicer višjo od teh vrednosti. Če je skupni zapadli znesek nižji od 10,00 EUR, je Minimalni znesek poplačila celotni zapadli znesek.	
2.13	<b>Pravica do odstopa:</b>	<p>Če uveljavljate pravico do odstopa od Kreditne pogodbe iz člena 4, je znesek nominalnih obresti, plačljivih na dan, 0,13 EUR, ob predpostavki, da je Skupni znesek kredita v celoti počrpan, kredit pa v celoti poplačan v enkratnem znesku.</p> <p>Za dodatne informacije o pravici do odstopa glejte člen 4.</p>	
2.14	<b>Zamudne obresti:</b>	<p>Predpisana obrestna mera zamudnih obresti je objavljena v Uradnem listu Slovenije, trenutno znaša 8,00%. Predpisano obrestno mero zamudnih obresti dvakrat letno v slovenskem Uradnem listu objavi Minister za finance.</p> <p>Ferratum vas bo obvestil o spremembah zamudne obrestne mere z navedbo datuma, od katerega se uporabljajo nove zamudne obresti.</p>	
2.15	<b>Dodatna nadomestila</b>	Nadomestilo za spremembo Datuma zapadlosti	N/A
		Nadomestilo za odlog plačila	N/A
		Nadomestilo za račun	3 EUR za vsak račun, izdan v fizični obliki.
2.16	<b>Posebna ponudba:</b>	N/A	

2.17	Kreditni posrednik (če je primerno):	N/A
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### 3. Postopek sklenitve Kreditne pogodbe

3.1 Če želite dobiti Kredit, morate imeti veljavno Kreditno pogodbo.

3.2 Če želite skleniti Kreditno pogodbo, morate obiskati Spletno stran ali Mobilno aplikacijo in izpolniti ter oddati vlogo. Vlogo lahko oddate, če imate stalno prebivališče v Sloveniji in ste stari najmanj 21 let. Od Ferratum lahko zahtevate, da vam pred sklenitvijo take pogodbe brezplačno posreduje kopijo osnutka Kreditne pogodbe in vseh dokumentov, ki so njen sestavni del, razen če se je Ferratum odločil, da z vami ne bo sklenil Kreditne pogodbe. Pred sklenitvijo Kreditne pogodbe morate prebrati osnutek pogodbe, ki vam je posredovan.

3.3 Sklenitev Kreditne pogodbe ne pomeni odobritve posamezne Kreditne zahteve, kar pomeni, da morate za izplačilo Kredita, najprej vložiti Kreditno zahtevo. Kreditna zahteva se lahko vloži skupaj z vlogo za sklenitev Kreditne pogodbe. Dodatne podrobnosti so navedene v členu 5 spodaj.

3.4 Z oddajo zahteve za sklenitev Kreditne pogodbe s Ferratum potrjujete, jamčite in se zavezujete, da:

3.4.1 ste Ferratumu posredovali resnične, pravilne in popolne podatke, in da boste obvestili Ferratum o spremembi teh podatkov čim prej, v nobenem primeru pa ne pozneje kot v enem delovnem dnevu in da boste obvestili Ferratum tudi v primeru, da opazite, da je katerikoli izmed predloženih podatkov napačen, neresničen, ali nepopoln; 3.4.2 imate delujoč e-poštni naslov;

3.4.3 so bančni račun in pomožni podatki (če so bili navedeni), posredovani Ferratumu, resnični in pravilni ter se nanašajo na bančni račun odprt v vašem imenu pri banki s sedežem v Sloveniji in/ali v drugi državi članici Evropske Unije. Zavedate se, da bodo vsa odplačila in vračila kredita izvedena preko računa, ki je odprt v vašem imenu. Zavezujete se, da boste nemudoma obvestili Ferratum o vseh spremembah posredovanih podatkov o bančnem računu. Zavedate in strinjate se, da boste v primeru spremembe podatkov o osebnem bančnem računu morda morali preveriti te podatke na način, ki ga zahteva Ferratum;

3.4.4 ste prebrali Kreditno pogodbo pred njeno sklenitvijo, razumeli njeno vsebino in se strinjali z njenimi določbami;

3.4.5 ste dobili Kreditno pogodbo na trajnem mediju;

3.4.6 ste dobili ustrezna pojasnila o Kreditni pogodbi, bistvenih značilnostih Kredita (vključno s posledicami neplačila), ki so vam omogočili oceno, ali je Kreditna pogodba prilagojena vašim potrebam;

3.4.7 ste Kreditno pogodbo sklenili svobodno, brez grožnje, sile, stiske ali ne pod izrazito neugodnimi pogoji gledena vaše osebne in finančne okoliščine;

3.4.8 niste politično izpostavljena oseba (razen če je navedeno drugače). Prav tako se zavezujete, da boste Ferratum obvestili v primeru spremembe tega podatka;

3.4.9 ne jemljete Kredita v korist ali v imenu nekoga drugega. V nasprotnem primeru ste zavezani o tem takoj obvestili Ferratum, ki lahko uvede dodatne ukrepe za identifikacijo in preverjanje ter lahko zavrne sklenitev Kreditne pogodbe, ali odobri Kredit ali pa, če odobri Kredit, naloži dodatne pogoje agentu ali pooblaščenču;

3.4.10 ste razumeli, da kratkoročno zadolževanje lahko nosi določena tveganja, saj je zasnovano tako, da ustrezapotrebam po likvidnosti v kratkih časovnih obdobjih in ima lahko višje obrestne mere kot dolgoročno zadolževanje. Posledično lahko uporaba kratkoročnega zadolževanja za zadovoljevanje dolgoročnih finančnih potreb v daljšem časovnem obdobju vodi do povečanih finančnih pritiskov;

3.4.11 ste ocenili svojo potrebo po izposoji sredstev in svojo sposobnost odplačevanja Kredita;

- 3.4.12 boste povrnili vso škodo, ki bi lahko nastala zaradi kršitve zavez iz tega člena ali katere koli druge vaše obveznosti po Kreditni pogodbi.
- 3.5 Pred sklenitvijo Kreditne pogodbe in kadar koli v času njene veljavnosti ima Ferratum pravico, da vas identificira in preveriti vašo identiteto (tudi tako, da zahteva plačilo minimalnega zneska z vašega osebnega bančnega računa na račun Ferratum, z namenom preverjanja vašega osebnega bančnega računa, ali preveri vaše podatke pri drugi banki s pomočjo API povezav) in da od vas in/ali tretjih oseb zahteva druge podatke in/ali dokumentacijo, ki bi lahko bila pomembna za odločitev o tem, ali bo z vami sklenil Kreditno pogodbo, odobril Kredit ali povečal Skupni znesek kredita. S sklenitvijo Kreditne pogodbe se zavezujete, da boste izpolnili vse zahteve Ferratuma iz tega člena. Priznavate in sprejemate, da ima Ferratum pravico (i) zavrniti sklenitev Kreditne pogodbe ali (ii) zavrniti odobritev Kredita ali (iii) odpovedati sklenjeno Kreditno pogodbo s takojšnjim učinkom, ali (iv) zavrniti povečanje Skupnega zneska kredita, če ne more pridobiti ali preveriti informacij in dokumentacije, za katere meni, da so nujni, ali če ne ustrezate politikam tveganja Ferratuma.
- 3.6 Ferratum ohranja popolno in absolutno diskrecijo, glede tega, ali sklene Kreditno pogodbo.
- 3.7 Ferratum vas bo po elektronski pošti ali SMS-u obvestil o svoji odločitvi glede sklenitve Kreditne pogodbe. Kreditna pogodba se šteje za sklenjeno od zgodnejšega od naslednjih dogodkov - ko ste obveščeni, da se Ferratum strinja s sklenitvijo Kreditne pogodbe ali ko prejmete Kredit.
- 3.8 Ko boste identificirani in bo vaša identiteta preverjena s sredstvi in programsko opremo, ki jo Ferratum uporablja med postopkom prijave, boste prejeli osebno identifikacijsko številko (PIN) in Uporabniški račun (razen če ju že imate zaradi prejšnjega poslovanja s Ferratumom - v tem primeru lahko še naprej uporabljate predhodno dodeljene poverilnice). To še ne pomeni, da je vaša prijava odobrena. Do Uporabniškega računa lahko dostopate tako, da vnesete kodo PIN, ki je ne smete razkriti tretjim osebam. Če se ne spomnite številko PIN ali če je postala znana tretjim osebam, se obrnite na Ferratum. Pred ponovno izdajo PIN-a lahko Ferratum zahteva podrobnosti in dokumentacijo, da bi ugotovila vašo identiteto. Ferratum si pridržuje pravico do zamrznitve Uporabniškega računa brez obvestila, če obstaja sum nepooblaščen uporabe številke PIN in/ali Uporabniškega računa. Če je bila nepooblaščen transakcija izvedena, ker niste zaščitili svoje številke PIN, ste odgovorni za povzročeno škodo.
- 3.9 Kreditna pogodba je sklenjena v slovenskem in angleškem jeziku. V primeru nedoslednosti med njima, prevlada angleška različica.

#### 4. Pravica do odstopa

- 4.1 Od Kreditne pogodbe lahko brez navedbe razloga odstopite v 14 dneh od njene sklenitve ali od dneva, ko na trajnem nosilcu podatkov prejmete informacije iz 12. člena slovenskega Zakona o potrošniških kreditih (Obvezne predhodne informacije), če je ta dan poznejši kot dan sklenitve Kreditne pogodbe. Razloga za odstop niste dolžni navesti.
- 4.2 Če želite uveljavljati pravico do odstopa, morate o tem obvestiti Ferratum po elektronski pošti ali po pošti z uporabo zgoraj navedenih podatkov. Obvestilo mora vsebovati vsaj: (a) vaše ime, (b) vašo identifikacijsko številko, (c) izjavo, s katero izrecno zahtevate odstop od pogodbe, (d) zavezo, da bo Kredit poplačan skupaj z natečenimi obrestmi, brez nepotrebnega odlašanja, najpozneje v tridesetih (30) delovnih dneh od obvestila. Če je obvestilo poslano v pisni obliki, mora vsebovati tudi vaš podpis, datum in kraj podpisa. Obvestilo je pravočasno, če je odposlano v 14-dnevnem roku.
- 4.3 Obvezne predhodne informacije v skladu s členom 4.1 te Kreditne pogodbe pomenijo naslednje informacije, ki so navedene v Kreditni pogodbi:
- 4.3.1 vrsta kredita;
- 4.3.2 identiteto in naslov strank ter vseh kreditnih posrednikov (če obstajajo);
- 4.3.3 trajanje Kreditne pogodbe;
- 4.3.4 skupni znesek kredita in pogoje črpanja;
- 4.3.5 obrestna mera, pogoji za uporabo obrestne mere, formula za izračun obrestne mere ter pogoji in postopek za spremembo obrestne mere in če se v različnih okoliščinah uporabljajo različne obrestne mere, zgornji podatki za vse veljavne obrestne mere;
- 4.3.6 letna efektivna obrestna mera;
- 4.3.7 skupni znesek poplačila;
- 4.3.8 v točkah 4.3.6 in 4.3.7 morata biti navedena letna efektivna obrestna mera in skupni znesek poplačila, ki ju določajo predpostavke, ki so znane v času sklenitve Kreditne pogodbe in se uporabljajo za izračun efektivne obrestne mere;

- 4.3.9 vse druge dajatve, ki izhajajo iz Kreditne pogodbe, in pogoje, pod katerimi se lahko spremenijo;
  - 4.3.10 znesek, število in pogostost odplačil. Če so načrtovana delna plačila, je treba navesti, v katerem vrstnem redu se poplačujejo neporavnane terjatve upnika za različne obrestne mere, s katerimi se odplačujejo delna plačila;
  - 4.3.11 v primeru kapitalske amortizacije Kreditne pogodbe za določen čas, navedbo pravice stranke, da kadar koli na zahtevo in v celotnem obdobju trajanja Kreditne pogodbe, brezplačno prejme odplačilni načrt. V tabeli amortiziranja so navedena dolgovana plačila ter obdobja in pogoji v zvezi z izplačilom takih zneskov, tabela vsebuje razčlenitev vsakega odplačila, ki prikazuje amortizacijo kapitala, obresti, izračunane na podlagi obrestne mere, in po potrebi vse dodatne stroške; kadar obrestna mera ni fiksna ali se dodatni stroški v skladu s Kreditno pogodbo lahko spremenijo, se v amortizacijski tabeli jasno in jedrnato navede, da bodo podatki v tabeli ostali veljavni le dokler se obrestna mera ali stroški ne spremenijo v skladu s Kreditno pogodbo;
  - 4.3.12 obrestno mero, ki se uporablja v primeru zamud pri plačilih, kot velja ob sklenitvi Kreditne pogodbe in pogoji za njeno prilagoditev ter kjer je primerno, vse stroške, ki se plačujejo zaradi zamude;
  - 4.3.13 opozorilo o posledicah manjkajočih plačil;
  - 4.3.14 obstoj ali neobstoj pravice do odstopa, rok in druge okoliščine za uveljavljanje odstopa ter navedba dolžnosti stranke, da podplača že izplačani kredit in plača obresti; navesti je treba znesek dnevnih obresti;
  - 4.3.15 pravica do predčasnega odplačila, pravica stranke do znižanja stroškov v primeru predčasnega odplačila, postopek predčasnega odplačila ter po potrebi informacije o upnikovi pravici do odškodnine in način na katerega bo določena ta odškodnina;
  - 4.3.16 postopek odpovedi Kreditne pogodbe;
  - 4.3.17 ali za stranko obstaja izvensodni mehanizem za pritožbe in odškodnino, in če obstaja, metode dostopa do tega mehanizma;
  - 4.3.18 vse druge pogoje, pomembne za Kreditno pogodbo
  - 4.3.19 ime in naslov pristojnega organa.
- 4.4 Zapadli kredit morate vrniti, skupaj z nominalnimi obrestmi v skladu s členom 2.13, ki se zaračunavajo od dneva, ko ste prejeli Kredit, do dneva vračila (datum, ko Ferratum prejme celotno poplačilo), brez nepotrebnega odlašanja, vendar najpozneje v tridesetih (30) koledarskih dneh po posredovanju obvestila o odstopu. Če ne uveljavljate pravice do odstopa, vas zavezujejo pogoji Kreditne pogodbe. Če uveljavljate pravico do odstopa, se šteje, da Kreditna pogodba ni bila sklenjena.
5. Skupni znesek kredita, črpanja, nadomestila in nominalna obrestna mera
- 5.1 Ko ste sklenili Kreditno pogodbo, lahko prek Uporabniškega računa zahtevate črpanje Kredita do višine vašega Skupnega zneska kredita. Vsakokratno črpanje mora biti vsaj v višini minimalne vrednosti, ki je (če je) navedena na Spletni strani.
  - 5.2 Ferratum si pridržuje izključno diskrecijo glede tega, ali bo odobril Kreditno zahtevo, tudi če je zahtevani znesek notraj vašega Skupnega zneska kredita, vključno, vendar ne omejeno na primere, ko meni, da se tveganje neplačila vaših obveznosti znatno poveča, če meni, da ne ustrezate več njegovim politikam tveganja, če obstaja sum goljufije ali če kršite Kreditno pogodbo, kar vključuje plačilno zamudo. Odložitev se lahko po presoji Ferratuma prekliče.
  - 5.3 Odločitev Ferratuma, da odobri vašo Kreditno zahtevo, bo poslana po elektronski pošti ali SMS-u, kar bo potrjeno s prejemom dobropisa na vaš bančni račun. Če takega obvestila ne prejmete v dveh (2) delovnih dneh od datuma Kreditne zahteve, se šteje, da je vaša Kreditna zahteva zavrnjena.
  - 5.4 Najvišji Skupni znesek kredita za Slovenijo je objavljen na Spletni strani ali v Mobilni aplikaciji. Vaš Skupni znesek kredita je lahko nižji, kot je navedeno v členu 2, in temelji na oceni kreditne sposobnosti. Ferratum lahko kadar koli zniža vaš Skupni znesek kredita, bodisi na vašo zahtevo ali po lastni volji, pod pogojem, da bo vsaka sprememba upoštevala oceno vaše kreditne sposobnosti, ki jo je izvedel Ferratum. Ferratum lahko kadar koli v času trajanja Kreditne pogodbe opravi oceno kreditne sposobnosti. Ferratum lahko po lastni presoji in z vašim soglasjem tudi zviša Skupni znesek kredita. Vsako povečanje Skupnega zneska kredita za najmanj petino mora temeljiti na oceni kreditne sposobnosti. Ferratum si pridržuje diskrecijsko pravico, da zavrne zahtevo za povečanje Skupnega zneska kredita in ni dolžan navesti razloga za takšno odločitev.
  - 5.5 Ferratum zaračunava (i) Nadomestilo za črpanje kredita za vsako črpanje, (ii) Nadomestilo za storitve, ki je izračunano na podlagi uporabljenega kredita in se izračunava dnevno, zaračunava pa mesečno, (iii) Nadomestilo za vodenje kredita, ki se plača v mesečnih obrokih, kar se lahko občasno spremeni s spremembo te Kreditne pogodbe in (iv) nominalne obresti na

Kredit za uporabo kreditne linije, ki se izračunavajo dnevno in zaračunavajo po tečaju, navedenem v členu 2, ki pa se lahko občasno spremenijo v skladu s to Kreditno pogodbo.

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5.6 Ferratum lahko v promocijske namene zmanjša ali se odpove nominalnim obrestim in/ali kateremukoli ali vsem nadomestilom, ki jih je treba plačati, če izpolnujete posebne pogoje, za katere velja promocija.

## 6. Izplačilo Kredita

6.1 Kredit boste prejeli preko bančnega nakazila na bančni račun, ki ste ga navedli, v dveh (2) bančnih delovnih dneh od odobritve zahteve za kredit s strani Ferratum. Ferratum ne odgovarja za zamude, ki jih povzročijo tretje stranke ponudniki storitev.

## 7. Poplačilo

7.1 Znesek poplačila Ferratumu, je naveden na vašem Računu. Dejstvo, da Računa niste prejeli, vas ne razbremeni obveznosti poplačila dolgovanih zneskov. Če Računa ne prejmete v petnajstih (15) koledarskih dneh od datuma, ko naj bi bil izdan, morate o tem obvestiti Ferratum.

7.2 Do Datuma zapadlosti morate poravnati vsaj Minimalni znesek poplačila. Kadarkoli lahko, brez dodatnih stroškov, odplačate tudi višji znesek, in sicer z uporabo istega postopka, kot je naveden v tem členu. Nominalne obresti se zaračunavajo samo za čas, ko je bil Kredit dejansko porabljen. Nadomestilo za storitve in Nadomestilo za vodenje kredita se obračunavata še naprej, ves dokler velja Kreditna pogodba. Nadomestilo za storitve se ne obračuna v obdobjih izdajanja Računa, v katerih Ferratumu ne dolgujete nobenega zneska. Vsi zneski, ki se plačujejo Ferratumu, se plačujejo v evrih. V nasprotnem primeru krijete vse stroške, povezane z menjavo plačilne valute v evro.

7.3 Če je taka možnost ponujena s strani Ferratum, boste Kredit odplačevali preko Uporabniškega računa ali z bančnim nakazilom na račun, ki ga je Ferratum navedel v Uporabniškem računu, pri čemer morate v podrobnostih o plačilu navesti sklicno številko, ki je navedena v Računu. Če tega ne storite in Ferratum ne more identificirati plačila, se šteje, da plačilo ni bilo prejeto in plačati boste morali zamudne obresti in vse druge dajatve, ki so posledica zamude pri plačilu. Druga možnost je, da za dogovorjena periodična plačila izpolnite pooblastilo za direktno obremenitev in/ali trajni nalog in/ali ponavljajoče se plačilo. V takem primeru si družba Ferratum pridržuje pravico, da na vaše stroške zavrne vsako plačilo, ki ni izvedeno na tak način. Družba Ferratum lahko ne glede na morebitni vmesni datum izteka veljavnosti nadaljuje s predložitvijo direktnih obremenitev/ trajnih nalogov/ ponavljajočih se plačilnih nalogov za dogovorjene zneske periodičnih plačil, dokler ni poplačan celoten dolgovani znesek.

7.4 Šteje se, da je vsak znesek odplačan, ko je prejet na bančni račun Ferratum. Stroške, ki vam jih za prenos naloživaša finančna/kreditna institucija, trpite vi. Ferratum si pridržuje pravico, da zavrne vsa plačila, ki niso prejeta z bančnega računa, ki je odprt na vaše ime.

7.5 Vrstni red odplačevanja je naslednji: (1) vsi stroški izterjave vseh zapadlih zneskov, (2) morebitne zamudne obresti, (3) stroški, (4) nominalne obresti, (5) glavnica in (6) vsi drugi zneski, ki jih dolgujete.

7.6 Zaposite lahko za spremembo Datuma zapadlosti. Ferratum ima pravico zavrniti spremembo Datuma zapadlosti iz kakršnega koli razloga in tega razloga ni dolžan razkriti. Vsaka sprememba Datuma zapadlosti začne veljati na Računu, ki bo izdan po potrditvi te spremembe s strani Ferratuma. Za vsako spremembo Datuma zapadlosti boste najpozneje do Datuma zapadlosti po takšni spremembi, plačali nadomestilo, opisano v členu 2, ki ga lahko Ferratum občasno spremeni. Ferratum se temu nadomestilu lahko odpove.

7.7 Od Ferratuma lahko zahtevate znižanje Minimalnega zneska poplačila na nič (0) največ dva (2) krat zaporedoma, v katerem koli dvanajst (12) mesečnem obdobju, če ste Minimalni znesek poplačila plačali do Datuma zapadlosti vsaj štiri (4) krat zaporedoma pred oddajo vloge. Obresti in nadomestila, vključujoč Nadomestilo za črpanje, Nadomestilo za vodenje kredita ter Nadomestilo za storitve, se v tem obdobju še naprej obračunavajo. Vloga se vloži v skladu s predpisi Ferratuma in zanjo veljajo določila in pogoji, ki so vam bili znani vnaprej, vključno s plačilom Nadomestila za Odlog plačila, kot je opisano v členu 2, ki ga lahko Ferratum občasno spremeni. Ferratum lahko vašo prijavo kadar koli in iz kakršnega koli razloga zavrne. Vloga mora prispeti v Ferratum vsaj petnajst (15) dni pred ustreznim Datumom zapadlosti.

7.8 Ta člen ostane v veljavi po prenehanju Kreditne pogodbe.

## 8. Posledice zamude

8.1 Če do Datuma zapadlosti ne poplačate Minimalnega zneska poplačila v celoti, se šteje, da ste v zamudi, ne da bi bile potrebne kakršnekoli druge formalnosti, in boste od Datuma zapadlosti na zapadli znesek plačali zamudne obresti po obrestni meri,

navedeni v členu 2, in sicer do popolnega poplačila zapadlega zneska. Ferratum ima pravico sprejeti vse potrebne pravne ukrepe za izterjavo zneskov, ki jih dolgujete.

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- 8.2 Če v petih (5) dneh od Datuma zapadlosti ne plačate Minimalnega zneska poplačila skupaj z zamudnimi obrestmi, vam Ferratum pošlje opomin.
- 8.3 Če zamudite s plačilom katere koli vsote in zamujate s plačilom šestdeset (60) dni ali več ima Ferratum pravico vpoklicati celoten Kredit, vključujoč obresti, nadomestila in stroške, kot zapadle, in odpovedati Kreditno pogodbo prek e-pošte ali s pisno, podpisano izjavo, po danem dodatnem razumnem roku (15 dni ali več), da izpolnite svoje obveznosti. Če v tem dodatnem razumnem roku ne izpolnite svojih obveznosti se bo Kreditna pogodba štela za odpovedano s pretekom dodatnega razumnega roka brez dodatnih obvestil. V primeru takšne odpovedi se bodo vse dolgovane vsote po Kreditni pogodbi šttele za zapadle.
- 8.4 V primeru zamude pri plačilu ima Ferratum pravico, da na vaše stroške angažira tretje osebe za izterjavo vašega dolga in vas vpiše v registre dolgov/podatkovne baze, ki vsebujejo kreditne zgodovine dolžnikov. Poleg tega ima Ferratum pravico odpovedati Kreditno pogodbo, kot je navedeno zgoraj. Ferratum je po slovenski zakonodaji upravičen zahtevati odškodnino za vso razumno dejansko škodo in stroške, nastale pri izterjavi zapadlih zneskov, vključno z izterjavo plačil preko izterjevalcev dolgov.
- 8.5 Poleg zamudnih obresti lahko manjkajoča plačila, med drugim, povzročijo tudi odpoved Kreditne pogodbe, vaš vpis v evidenco neplačnikov v zbirkah podatkov, negativno vplivajo na vašo bonitetno oceno, kar otežuje ali podraži pridobivanje posojil v prihodnosti, in lahko vodijo do sodnih postopkov proti vam.
- 8.6 Ta člen ostane v veljavi po prenehanju Kreditne pogodbe.

## 9. Obdelava osebnih podatkov

- 9.1 S podpisom te Kreditne pogodbe potrjujete, da bo Ferratum zbiral in obdeloval vaše osebne podatke v skladu z Načeli obdelave osebnih podatkov strank, ki so objavljeni na Spletni strani, relevantno zakonodajo, pa tudi na podlagi kakršnega koli soglasja za takšno obdelavo, kadar to zahteva ustrezna zakonodaja.

## 10. Komunikacija in obvestila

- 10.1 Vsa ustrezna obvestila in drugo komunikacijo vam lahko pošljemo elektronsko preko Uporabniškega računa, poelektronski pošti, telefonu ali SMS-u, mobilnih aplikacijah ali drugih komunikacijskih sredstvih, dogovorjenih za ta namen. Če zakon to zahteva, vam bo komunikacija posredovana na trajnem mediju. Obvestila, poslana na zgoraj omenjeni način, se štejejo za prejeta na isti dan, kot so vam bila poslana, razen vseh sporočil poslanih po pošti, ki se štejejo za prejeta pet (5) koledarskih dni po tem, ko so poslana.
- 10.2 Med trajanjem te Kreditne pogodbe pogodbeni stranki med seboj komunicirata v slovenskem ali angleškem in slovenskem jeziku.

## 11. Pristojnost in veljavno pravo

- 11.1 Kreditno pogodbo in poslovni odnos med vami in Ferratumom se presoja po slovenskem pravu.
- 11.2 Postopek zoper Ferratum lahko sprožite v državi članici Evropske unije, kjer imate stalno prebivališče, ali na Malti. Ferratum lahko zoper vas sproži postopek v državi članici Evropske unije, kjer imate stalno prebivališče. Obe stranki lahko vložita nasprotni zahtevek pred sodiščem, kjer že teče postopek na podlagi prvotnega zahtevka. Ta določba ostane v veljavi tudi po prenehanju Kreditne pogodbe.

## 12. Pritožbe

- 12.1 Če imate kakršne koli pritožbe, jih lahko vložite neposredno na Ferratum, z uporabo kontaktnih podatkov iz člena 1 zgoraj ali preko Spletne strani. Pritožbe se vlagajo pisno. Ferratum bo potrdil prejem vsake pritožbe v dveh delovnih dneh in na vse pritožbe odgovoril brez nepotrebnega odlašanja, najkasneje v 15 delovnih dneh. Če v tem roku na pritožbo ne bo mogoče odgovoriti, vas bo Ferratum o tem in razlogu za zamudo obvestil ter vam sporočil, kdaj bo preiskava verjetno končana.
- 12.2 Poleg tega imate tudi možnost, da pisno pritožbo vložite neposredno na Urad razsodišča za finančne storitve (ang. *Office of the Arbiter for Financial Services*), na naslov: The Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonju Floriana FRN 1530, Malta ali na [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt) in/ali k Odvetniški pisarni Devetak in Partnerji, d.o.o., Prvomajska ulica 23, 5000 Nova Gorica, e-pošta: [info@devetak.si](mailto:info@devetak.si) (tel. št.: 05 300 14 00, spletna stran: [www.devetak.si](http://www.devetak.si)). Obe zgoraj

navedeni instituciji lahko zahtevata, da svojo pritožbo predhodno naslovite na Ferratum. V primeru, da je pritožba naslovljena na Urad razsodišča za finančne storitve boste bili obvezani predložiti vaše osebne podatke, ime Ferratum, prosukt ali storitev proti kateremu se pritožujete, razlog za pritožbo in povračilo, ki ga zahtevate. Prav tako boste morali pokazati pritožbo, naslovljeno na Ferratum, ki je Ferratumu dovolila 15 delovnih dni za odgovor, odgovor Ferratuma, relevantno dokumentacijo povezano s produktom zoper katerega se pritožujete in drugo dokumentacijo, ki podpira vašo pritožbo. Za postopek boste morali plačati 25 EUR. V primeru, da je postopek pred Društvom mediatorjev Slovenije brezplačen boste nosili stroške izvedenskega mnenja, če ga zahtevate in zanj oseba, ki vodi postopek meni, da ni potreben za rešitev spora.

### 13. Spremembe

13.1 Členi 2.5., 2.6., 2.7, 2.15, 2.17 in členi od 3 do 18 Kreditne pogodbe se lahko, zaradi sprememb zakonodajnih, gospodarskih in poslovnih zahtev in/ali sprememb tehničnega okolja in/ali sprememb parametrov izdelka ali storitev kadar koli spremenijo. Postopek spremembe Kreditne pogodbe je naslednji: Ferratum vas bo obvestil o predlaganih spremembah, ki začnejo veljati takoj po uradnem obvestilu, če vam niso v škodo ali če izhajajo iz veljavne zakonodaje. V drugih primerih imate pravico, da takšne spremembe zavrnete tako, da v desetih (10) koledarskih dneh po tem, ko ste bili o njih obveščeni, po elektronski pošti ali po pošti, odstopite od Kreditne pogodbe. V tem primeru boste ob odstopu poplačali vse zapadle zneske v skladu s Kreditno pogodbo. Vaša pravica do črpanja bo preklicana. Če ne zahtevate odpovedi Kreditne pogodbe v (10) desetih koledarskih dneh po tem, ko ste bili obveščeni o predlaganih spremembah, se šteje, da predlagane spremembe sprejemate. V tem primeru bodo spremembe začele veljati v desetih (10) koledarskih dneh od datuma, ko ste bili o njih obveščeni.

### 14. Višja sila

14.1 Obveznosti pogodbene stranke iz te Kreditne pogodbe se začasno suspendirajo za obdobje, v katerem ta pogodbeni stranka zaradi višje sile ne more izpolnjevati navedenih obveznosti, pod pogojem, da ta pogodbeni stranka:

- (a) obvesti drugo pogodbeno stranko o obstoju take višje sile,
- (b) ne glede na obstoj višje sile stori vse, kar je v njeni moči, da izpolni obveznosti iz Kreditne pogodbe; in(c) izpolni svoje obveznosti, ko dogodek višje sile preneha, v času, ki ga določi druga pogodbeni stranka.

14.2. V izogib dvomu, višja sila začasno suspendira obveznost pogodbene stranke samo kolikor je za pogodbeno stranko nemogoče, da bi to obveznost izpolnila, in pogodbeni stranke v nobenem primeru ne oprosti izpolnjevanja drugih obveznosti po tej Kreditni pogodbi. Višja sila je dogodek, ki je nepredvidljiv in na katerega pogodbeni stranke nimajo vpliva, npr. stavka, zakonodajna omejitev, ki jo je uvedla vlada ali organ EU, sabotaža, vstaja, naravne nesreče ali podobne okoliščine, ki povzročajo nezmožnost izpolnitve obveznosti iz Kreditne pogodbe, vendar ne vključujejo odpovedi zaposlitve ali drugih pogojev, ki vplivajo na vašo sposobnost odplačevanja dolgov Ferratumu.

### 15. Odstop

15.1. Ferratum ima pravico, da svoje pravice in obveznosti v zvezi s Kreditno pogodbo prenese na tretjo osebo, pod pogojem, da vas o takšnem odstopu obvesti, razen če Ferratum še naprej vodi kredit v razmerju do vas. Vaše soglasje za takšen odstop ni potrebno. Brez pisnega soglasja Ferratuma nimate pravice prenašati svojih pravic in obveznosti v zvezi s Kreditno pogodbo na tretjo osebo. Ta določba ostane v veljavi tudi po prenehanju Kreditne pogodbe.

### 16. Trajanje in prenehanje

16.1. Ta Kreditna pogodba se sklepa za nedoločen čas. Zato, v izogib dvomu, Kreditna pogodba zajema vsa črpanja, ki jih boste izvedli med njeno veljavnostjo, in se bo še naprej uporabljala za vse neporavnane zneske, ki jih dolgujete v zvezi z njo.

16.2. Kadar koli lahko zahtevate odpoved Kreditne pogodbe s pisnim in podpisanim obvestilom Ferratumu ali drugače po elektronski pošti. Vendar pa lahko v primeru takšne zahteve, Ferratum zahteva takojšnje poplačilo vseh zapadlih zneskov. V tem primeru se ti zneski štejejo za zapadle in plačljive takoj, vaše pravice glede črpanja Kredita pa so preklicane. Vaše obveznosti skladno s Kreditno pogodbo ne prenehajo, dokler niso poplačani vsi zneski, ki jih dolgujete Ferratumu. V drugih primerih se lahko Kreditna pogodba odpove pod pogoji, določenimi v tej Kreditni pogodbi in veljavni zakonodaji. V izogib dvomu se obrestni, Nadomestilo za vodenje kredita in Nadomestilo za storitve plačujejo dokler niso poplačani vsi dolgovani zneski.

- 16.3. Brez poseganja v svoje pravice v smislu te Kreditne pogodbe ali v skladu z zakonodajo ima Ferratum pravico odpovedati Kreditno pogodbo skladno s členom 3.5., členom 8.3., ali v primeru bistvene kršitve vaših obveznosti po tej Kreditni pogodbi. V tem primeru se vsi zapadli zneski po Kreditni pogodbi štejejo za zapadle in plačljive takoj ob prenehanju. Bistvena kršitev za namene te določbe vključuje, vendar ni omejena na, kršitev katere koli garancije, ki ste jo navedli v členu 3.4.
- 16.4. Poleg tega ima Ferratum tudi pravico do enostranskega odstopa od te Kreditne pogodbe, ki se s pisnim obvestilom uveljavlja ob upoštevanju dvomesečnega odpovednega roka.

## 17. Končne določbe

- 17.1. Ferratum ne odgovarja za nobeno neposredno ali posredno izgubo ali škodo, razen če je do te izgube ali škode prišlo zaradi njegove hude malomarnosti, goljufije, ali kot posledica neizpolnjevanja njegovih temeljnih obveznosti iz te Kreditne pogodbe. Kljub temu ste zavezani k sprejemanju razumnih ukrepov za omejitev škode.
- 17.2. Ferratum ima pravico, da se kadar koli odloči, da ne bo uveljavil katerekoli določbe Kreditne pogodbe, kar pa sene šteje za odpoved takšni določbi in ne vpliva na veljavnost Kreditne pogodbe ali katerega koli njenega dela ali na pravico do uveljavljavitve katere koli določbe v skladu z določbami te Kreditne pogodbe.

## 18. Definicije

- 18.1. **Uporabniški račun** – vaš osebni uporabniški račun, do katerega lahko dostopate s Spletne strani ali z Mobilno aplikacijo.
- 18.2. **Kredit** – kreditni kapital, črpan po tej Kreditni pogodbi.
- 18.3. **Kreditna pogodba** – pogodba, sklenjena med vami in Ferratumom, ki ureja posojilno revolving kreditno linijo za nedoločen čas.
- 18.4. **Skupni znesek kredita (kreditni limit)** – najvišji znesek Kredita, ki ga lahko kadar koli črpate pod pogoji te Kreditne pogodbe. Skupni znesek kredita določi Ferratum po oceni kreditne sposobnosti.
- 18.5. **Nadomestilo za črpanje kredita** – nadomestilo, ki se obračuna za potrditev, obdelavo in izplačilo Kreditne zahteve ter se plača za vsak črpan znesek.
- 18.6. **Datum zapadlosti** – datum, do katerega je treba poravnati Minimalni znesek poplačila, kot je določeno v členu 2.
- 18.7. **Nadomestilo za spremembo Datuma zapadlosti** – nadomestilo, ki se zaračuna za dodatno storitev Ferratuma, če zahtevate spremembo datuma zapadlosti v skladu s členom 7.6. te Kreditne pogodbe.
- 18.8. **Ferratum** – kreditna institucija, navedena kot stranka te Kreditne pogodbe, v nadaljevanju tudi kot Dajalec kredita.
- 18.9. **Račun** – dokument, ki se izda vsakih trideset (30) dni. Račun vključuje obdobje transakcije, na katero se nanaša, (ii) zapadlo stanje iz predhodnega obdobja transakcije, (iii) zneske in relativne datume črpanja in vračil v ustreznem transakcijskem obdobju, (iv) trenutno zapadlo stanje, (v) zapadle obresti (nominalne in zamudne, če obstajajo) (vi) zapadla nadomestila, če obstajajo (vii) Minimalni znesek poplačila in (viii) Datum zapadlosti za tekoče transakcijsko obdobje. Račun je, do vračila celotnega zapadlega zneska, ki je v njem naveden, sestavni del Kreditne pogodbe.
- 18.10. **Nadomestilo za račun** – nadomestilo, ki ga zaračuna Ferratum za opravljene storitve, če zahtevate, da vam pošlje račun po pošti. Elektronska kopija računa se ne zaračunava.
- 18.11. **Obvezne predhodne informacije** – ima pomen, kot je določen v členu 4.3 te Kreditne pogodbe.
- 18.12. **Minimalni znesek poplačila** – minimalni znesek, ki ga morate plačati mesečno do vsakega Datuma zapadlosti, kot je navedeno v členu 2.
- 18.13. **Nadomestilo za Odlog plačila** – nadomestilo, ki se vam zaračuna za dodatne storitve Ferratuma, če zahtevate odlog plačila v skladu s členom 7.7. te Kreditne pogodbe.
- 18.14. **Politično izpostavljena oseba** - fizična oseba, ki deluje na vidnem javnem položaju (vključno z visokimi predstavniki vlad, župani, predsedniki vlad, ministri (namestnik ministra ali pomočnik ministra), državni sekretar ali drug visoki uradnik v vladi ali državni upravni enoti (občina), poslanec, (odbor) član uprave politične stranke, sodnik na ustavnem sodišču, vrhovnem sodišču ali sodišču druge ravni (član sodne institucije), svet ali član uprave višje revizijske institucije, svet ali član uprave centralne banke, veleposlanik, pooblaščen uradnik, najvišji častnik v oboroženih silah, svet ali član uprave državne delniške družbe, vodja mednarodne organizacije (direktor, namestnik direktorja) in član uprave ali oseba, ki zavzema podoben položaj v isti organizaciji), vključuje tudi vključuje družinske člane teh posameznikov (vključno z zakoncem, ekvivalentom zakonca, otrokom, otrokom zakonca ali ekvivalentom zakonca, vnuki, starši, starimi starši in brati in sestrami) in osebe, za katere je znano, da so tesni sodelavci teh oseb, bodisi v poslovnem ali drugem tesnem razmerju (vključno z osebo, ki je delničar iste družbe take osebe ali lastnik pravne osebe, ustanovljene v njeno korist).

- 18.15. **Standardne predhodne informacije za potrošniški kredit** – tabela evropskih standardnih predhodnih informacij za potrošniški kredit, ki je sestavni del te Kreditne pogodbe.
- 18.16. **Nadomestilo za storitve** – nadomestilo za storitve, ki se plača za administrativne in druge storitve, ki jih Dajalec kredita zagotavlja za namen oskrbovanja kreditne linije, kot je določeno v členu 2.
- 18.17. **Nadomestilo za vodenje kredita** – nadomestilo za vodenje kredita, ki se plača za pristop h kreditni liniji Ferratuma, kot je določeno v členu 2.
- 18.18. **Spletna stran** – spletna stran Ferratuma na [www.ferratumbank.si](http://www.ferratumbank.si).
- 18.19. **Mobilna aplikacija** – mobilna aplikacija Ferratuma

Datum: 3. junij 2022

FERRATUM BANK P.L.C. - CREDIT AGREEMENT NUMBER 4001762 APPLICABLE TO CUSTOMERS WHO ARE  
RESIDENT IN SLOVENIA

entered into on 06.04.2022 by and between

<p><b>The Creditor (also referred to as 'Ferratum')</b></p> <p><b>Ferratum Bank p.l.c.</b>, a credit institution licensed, supervised and regulated by the Malta Financial Services Authority (<a href="http://www.mfsa.com.mt/pages/contact.aspx">http://www.mfsa.com.mt/pages/contact.aspx</a>), Triq Il-Mdina, Zone 1 Central Business District, Birkirkara, CBD 1010, Malta)</p> <p><b>Licence and Registration number:</b> C 56251</p> <p><b>Registered address:</b> ST Business Centre, 120, The Strand, Gzira, GZR 1027, Malta.</p> <p><b>Email:</b> <a href="mailto:info@ferratumbank.si">info@ferratumbank.si</a></p> <p><b>Activities covered by the Licence (main activities):</b> Business of Banking, Payment Services (as defined in the Financial Institutions Act), Issuing and administering other means of payment (other than Payment Services as defined above), Guarantees and Commitments, Trading for own account in money market instruments, foreign exchange, financial futures and options, exchange and interest-rate instruments, transferable securities and any other activities which the Bank may be authorised to carry out from time to time.</p>	<p><b>You (the Customer)</b></p> <p>First name:</p> <p>Last name:</p> <p>Street and street number:</p> <p>Town: Postcode:</p> <p>Personal identity code:</p> <p>Telephone:</p> <p>Email:</p>
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1. The Credit Agreement

1.1 This document (the "Credit Agreement") shall regulate the revolving credit line facility granted to you by the Creditor.

2. Key Information

2.1	<b>Type of Credit:</b>	Consumer revolving credit facility
2.2	<b>Total Amount of Credit (Credit Limit):</b>	1 000,00 EUR
2.3	<b>Duration of the Credit Agreement:</b>	Indefinite term

2.4	<b>Borrowing Rate (nominal interest rate):</b>	<p>4,89 % p.a</p> <p>Variable (4,89% over and above the interest rate set by the European Central Bank on main refinancing operations, which is currently set at 0,00%) % p.a. provided that if the European Central Bank interest rate on main refinancing operations goes below 0%, the European Central Bank rate for the main refinancing operations shall be considered to be 0% for the purpose of this Credit Agreement. The European Central Bank interest rate for the main refinancing operations can be found at <a href="https://www.bsi.si/en/statistics/interestrates/ecb-interest-rates">https://www.bsi.si/en/statistics/interestrates/ecb-interest-rates</a>. The borrowing rate will be changed according to changes to the reference rate.</p> <p>Please refer to clause 2.16 below for special offers, if any.</p>
2.5	<b>Service Fee</b>	<p>Each day you will be charged a service fee of: <math>(0,04 + 0,04 * X)</math> EUR</p> <p>X is the number of multiples of hundred euro, ignoring any fractions of 100 euro, which you owe in Credit principal on the day</p> <p>For example, if you owe 375 EUR on the 06.04.2022, then the Service Fee charged on that day:</p> <p>0,16 EUR =</p> <p><math>0,04 + 0,04 * 3</math> EUR</p> <p>X= 3 as there are three multiples of 100 in 375 if you ignore the 75 EUR (which is a fraction of 100 EUR)</p> <p>If you do not owe money under the Credit Agreement you will not be charged the Service Fee.</p> <p>Please refer to clause 2.16 below for any special offers.</p>

2.6	<b>Subscription Fee</b>	1,00 EUR per month.
2.7	<b>Drawdown fee (payable for each drawdown of Credit):</b>	5,00% of each amount of Credit drawn down.  Please refer to clause 2.16 below for any special offers.
2.8	<b>Total Amount Payable:</b>	1 174,90 EUR. This calculation is based on Credit of 1 000,00 EUR and a yearly nominal interest rate of 4,89 % amounting to 26,50 EUR, a Service Fee of 86,40 EUR, a Subscription Fee of 12,00 EUR, and a Drawdown fee of 50,00 EUR (based on a Drawdown fee of 5,00% of each amount of Credit drawn down) and on the following assumptions:  <ul style="list-style-type: none"> <li>i. The Credit is provided for a period of one year starting from the date of the initial draw down, and the final payment made clear the balance of capital, nominal interest and other charges, if any;</li> <li>ii. You will repay the capital (credit principal) in equal monthly payments, commencing one month after the date of the initial draw down.</li> </ul> <p>The Total Amount Payable varies depending on how much of the Credit Limit you use, how many times you draw down Credit and how fast amounts due are repaid.</p>
2.9	<b>Annual Percentage Rate of Charge (APR):</b>	38,58% This calculation is based on Credit of 1 000,00 EUR and a yearly nominal interest rate of 4,89 % amounting to 26,50 EUR, a Service Fee of 86,40 EUR for one year based on assumptions below, a Subscription Fee of 12,00 EUR, and a Drawdown fee of 50,00 EUR (based on a Drawdown fee of 5,00% of each amount of Credit drawn down) and on the following assumptions:  <ul style="list-style-type: none"> <li>i. The credit is provided for a period of one year starting from the date of the initial draw down, and the final payment made clears the balance of capital, nominal interest and other charges, if any;</li> <li>ii. You will repay the capital (credit principal) in equal monthly payments, commencing one month after the date of the initial draw down.</li> </ul>
2.10	<b>Repayment:</b>	The Credit shall be repaid in monthly payments amounting at least to the Minimum Payment Amount.

2.11	<b>Due Date:</b>	6 of each month, with the first Minimum Payment Amount falling due on 06.05.2022.	
2.12	<b>Minimum Payment Amount</b>	<p>10,00 EUR or 7,00% of the total amount payable whichever is the higher must be settled every month.</p> <p>If the total amount payable is lower than 10,00 EUR, the Minimum Payment Amount shall be the total amount payable.</p>	
2.13	<b>Right of Withdrawal:</b>	<p>If you exercise the right to withdraw from the Credit Agreement set out in clause 4, the amount of nominal interest payable per day assuming the Credit Limit is drawn down in full and the Credit is fully repaid in one instalment is 0,13 EUR.</p> <p>For further information on the right of withdrawal please refer to clause 4.</p>	
2.14	<b>Default Interest</b>	<p>The statutory default interest rate as published in the Slovenian Official Gazette, currently 8,00%. The statutory default interest rate is published in the Slovenian Official Gazette twice a year by the Slovenian Ministry of Finance.</p> <p>Ferratum shall inform you of changes to the default interest rate indicating the date from which the new default interest applies.</p>	
2.15	<b>Optional Fees:</b>	Due Date Fee	N/A
		Payment Holiday fee	N/A
		Invoice fee	3 EUR per invoice sent in hard copy

2.16	<b>Special Offer:</b>	N/A (The nominal interest rate for the first 0 days from the date of the Credit Agreement shall be 0,00% per year. After such period, the nominal interest shall continue to accrue in accordance with the rates stipulated in clause 2.4 of the Credit Agreement.) (For the first month only you will not be charged the Service Fee and the Drawdown Fee)
2.17	<b>Credit Intermediary (if applicable):</b>	N/A

### 3. Process of Conclusion of the Credit Agreement

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

3.2 To enter into the Credit Agreement, you must visit the Website or mobile App and complete and submit an application. You may submit an application if you are resident in Slovenia and are at least 21 years old. You may request Ferratum to provide copies of the draft Credit Agreement, and all documents forming an integral part thereof, free of charge, prior to entering into such agreement unless Ferratum has decided not to enter into a Credit Agreement with you. Before conclusion of the Credit Agreement, you shall read the draft Credit Agreement which shall be made available to you.

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

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

3.4.1 You have provided true, correct and complete information to Ferratum and that you will inform Ferratum as soon as possible and in no case later than within one working day whenever there is a change to such information or in the event that you notice that any information submitted was erroneous or otherwise untrue, incorrect or incomplete;

3.4.2 You have an operational email address;

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

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

3.4.5 you were provided with the Credit Agreement in a durable medium;

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

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

- 3.4.8 you are not a politically exposed person (unless otherwise declared). You also undertake to inform Ferratum should this change;
- 3.4.9 you are not obtaining the Credit for the benefit of or on behalf of somebody else. Otherwise you shall inform Ferratum immediately and Ferratum may impose additional identification and verification measures and may refuse to enter into the Credit Agreement or grant Credit or may, if granting Credit, impose additional conditions on both the agent and the principal;
- 3.4.10 you understand that short-term borrowing may carry with it certain risks, since it is designed to suit liquidity needs over short periods of time and may carry higher interest rates than long term borrowing. Consequently using short-term borrowing over a long period of time and to address long-term financial needs may lead to increased financial pressures;
- 3.4.11 you have evaluated the need for borrowing funds and evaluated your capacity to repay the Credit;
- 3.4.12 you will make good any damage caused by your breach of any warranty contained in this clause or any of your obligations under the Credit Agreement.
- 3.5 Ferratum shall, before entering into a Credit Agreement as well as at any time during the term of the Credit Agreement, have the right to identify and verify your identity (including by requesting a payment transfer of a minimal amount from your personal bank account to Ferratum's bank account in order to verify your personal bank account or verifying your details with another third party bank through API connections) and request other information and/or documentation from you and/or third parties which might be relevant to Ferratum to make a decision as to whether to enter into a Credit Agreement and grant Credit or increase the Credit Limit. By concluding the Credit Agreement, you undertake to fulfil all Ferratum's requests in terms of this clause. You acknowledge and accept that Ferratum shall have the right to (i) refuse to enter into the Credit Agreement or (ii) refuse to grant Credit or (iii) terminate a Credit Agreement entered into with immediate effect, or (iv) refuse to increase the Credit Limit if Ferratum cannot obtain the information, documentation or verification which it considers necessary or in the case that you fall outside the risk policies of Ferratum.
- 3.6 Ferratum retains full and absolute discretion as to whether or not to enter into the Credit Agreement.
- 3.7 Ferratum shall inform you by means of an e-mail or SMS about its decision to enter into the Credit Agreement or otherwise. The Credit Agreement is considered concluded when you are informed that Ferratum has accepted to enter into the Credit Agreement or when you receive the Credit, whichever is the earlier.
- 3.8 Once you have been identified and your identity verified by the means and software used by Ferratum during the application process, you will receive a personal identification number (PIN) and an Account (unless you already have these due to a previous relationship with Ferratum, in which case you may continue using the previously assigned credentials). This does not indicate acceptance of your application. The Account can be accessed by inserting the PIN which must not be disclosed to third parties. You shall contact Ferratum if you cannot remember the PIN or if this has become known to third parties. Ferratum may ask for details and documentation in order to ascertain your identity prior to re-issuing a PIN. Ferratum reserves the right to freeze the Account without notification when there is a suspicion of unauthorized use of the PIN and/or Account. If an unauthorized transaction has been made because you did not protect your PIN, you shall be responsible for the damages caused.
- 3.9 The Credit Agreement shall be provided in the Slovenian and the English language. In the case of disagreement between the two languages, the English language shall prevail.

#### 4. Right of Withdrawal

- 4.1 You have the right to withdraw from the Credit Agreement within 14 days from the conclusion of the Credit Agreement or from the day you receive the information mandatorily required in a durable medium in accordance with article 12 of the Slovenian Consumer Credit Act, (the Mandatory Information), if this occurs later. You are not obliged to indicate a reason for withdrawal.
- 4.2 In case you wish to exercise the right of withdrawal you must notify Ferratum by email, or post using the details provided above. The notice must include at least: (a) your name; (b) your identification code, (c) a statement showing an explicit intent to withdraw from the Credit Agreement, (d) the undertaking to repay the Credit together with accrued interest without undue delay and no later than thirty (30) running days from notification. If the notice is sent in writing, it must also include your signature and the date and place of signing. The term of 14 days is observed if the notice is dispatched within that term.
- 4.3 The Mandatory Information under clause 4.1 hereof refers to the following information which may be provided in the Credit Agreement:
- 4.3.1 the type of credit;
- 4.3.2 the identity and address of the parties, as well as of any credit intermediary (if applicable);

- 4.3.3 the duration of the Credit Agreement;
  - 4.3.4 the total amount of the credit and conditions governing drawdown;
  - 4.3.5 the borrowing rate. The conditions governing the application of the borrowing rate, the formula for calculating the borrowing rate, as well as the terms, conditions and procedure to change the borrowing rate and if different borrowing rates are applicable in different circumstances, the above information for all applicable rates; 4.3.6 the annual percentage rate of charge;
  - 4.3.7. the total amount repayable;
  - 4.3.8. As regards points 4.3.6 and 4.3.7: the indication of the annual percentage rate of charge and the total amount payable must be stated, specifying the assumptions that are known at the time the Credit Agreement is concluded and that are used in the calculation of the annual percentage rate of charge
  - 4.3.9. any other charges deriving from the Credit Agreement and the conditions under which those charges may be changed;
  - 4.3.10. 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;
  - 4.3.11. in the case of a capital amortisation of the Credit Agreement with a fixed term, an indication of the Customer's right to receive a repayment schedule free of charge at any time, on request, during the entire term of the Credit Agreement. The amortisation table shall indicate the payments owing and the periods and conditions relating to the payment of such amounts; the table shall contain a breakdown of each repayment showing capital amortisation, the interest calculated on the basis of the borrowing rate and, where applicable, any additional costs; where the interest rate is not fixed or the additional costs may be changed under the Credit Agreement, the amortisation table shall indicate, clearly and concisely, that the data contained in the table will remain valid only until such time as the borrowing rate or the additional costs are changed in accordance with the Credit Agreement;
  - 4.3.12. the interest rate applicable in the case of late payments as applicable at the time of the conclusion of the Credit Agreement and the arrangements for its adjustment and, where applicable, any charges payable for default;
  - 4.3.13. a warning about the consequences of missing payments;
  - 4.3.14. 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;
  - 4.3.15. 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;
  - 4.3.16. the procedure to be followed for terminating the Credit Agreement;
  - 4.3.17. 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
  - 4.3.18. all other terms and conditions relevant for the Credit Agreement
  - 4.3.19. the name and address of the competent authority.
- 4.4 You must repay the Credit due together with nominal interest, as per clause 2.14, calculated from the day you received the Credit to the repayment date (date when Ferratum received full repayment) without undue delay, but not later than thirty (30) calendar days after giving the withdrawal notice. If you do not exercise the right to withdraw, you shall be bound by the terms and conditions of the Credit Agreement. If you exercise the right to withdraw, the Credit Agreement is considered not to have been concluded.

## 5. Credit Limit, Drawdowns, Fees and Nominal Interest

- 5.1 Once you have concluded the Credit Agreement, you can request drawdowns of Credit up to your Credit Limit through the Account. The drawdowns must be for the minimum indicated on the Website and mobile App, if any.

5.2 Ferratum retains sole discretion as to whether to accept a Credit request even if the amount is within your Credit Limit including, but not limited to cases, where Ferratum considers that your risk of default on your payment obligations is

substantially increased, if Ferratum considers that you no longer comply with its risk policies, if a risk of fraud is suspected or if you breach the Credit Agreement, including by late payment. Suspension may be lifted at Ferratum's discretion.

- 5.3 Ferratum's decision to approve your Credit request shall be notified via email or SMS and shall be evidenced by the receipt of the Credit into your bank account. If you do not receive such notification within two (2) business days from the date of the Credit application, the Credit application is considered rejected.
- 5.4 The maximum Credit Limit in Slovenia is that published on the Website and mobile App. Your Credit Limit may be lower, as indicated in clause 2 and is based on a creditworthiness assessment. Your Credit Limit may be decreased by Ferratum at any point in time, whether following your application or of Ferratum's own volition; provided that any change shall take into account your creditworthiness assessment undertaken by Ferratum. Ferratum may carry out a creditworthiness assessment at any time during the duration of the Credit Agreement. Ferratum may at its discretion and subject to your agreement, also increase the Credit Limit. Any increase by at least one fifth of the Credit Limit shall be based on a creditworthiness assessment. Ferratum retains discretion to refuse any request to increase the Credit Limit and shall not be bound to give a reason for such decision.
- 5.5 Ferratum charges (i) a Drawdown fee for each draw down, (ii) a Service Fee, if any, which is calculated on the Credit used, calculated daily and payable on a monthly basis, (iii) a Subscription Fee, which shall be payable in monthly instalments, as may be amended from time to time in terms of this Credit Agreement and (iv) nominal interest on the Credit due for the use of the credit line facility which shall be calculated daily.
- 5.6 Ferratum may for promotional purposes reduce or waive the nominal interest and/or any fee or all fees payable if you satisfy the special terms and conditions to which the promotion is subject.

## 6. Disbursement

- 6.1 You shall receive the Credit via bank transfer to the bank account indicated by you within two (2) banking days from an approval by Ferratum of a request for Credit. Ferratum shall not be liable for any delays caused by third party service providers.

## 7. Repayment

- 7.1 The amount to be repaid to Ferratum is indicated in your Invoice. Failure to receive the Invoice does not relieve you of the obligation to repay the amounts due. If the Invoice is not received within fifteen (15) calendar days from the date on which it is due to be issued, you shall notify Ferratum.
- 7.2 You shall settle at least the Minimum Payment Amount by Due Date. You may repay a higher amount at any time at no extra cost by using the same procedure for repayment as indicated in this clause. Nominal interest shall be calculated according to the time the Credit is actually used. The Service Fee and the Subscription Fee shall continue to accrue for such time as the Credit Agreement is valid. The Service Fee shall not be charged during any invoicing period during which you do not owe any amount to Ferratum. Any amounts payable to Ferratum must be repaid in Euro. Otherwise, you shall cover all costs related to the exchange of such currency to Euro.
  - 7.3 You shall repay through the Account, if such possibility is offered by Ferratum, or by bank transfer to an account indicated by Ferratum in the Account indicating the reference number specified in the Invoice in the payment details. If this is not done and Ferratum is unable to identify the payment, then the payment is considered not to have been received and you shall be liable to pay the default interest and any other fees which are a consequence of late payment. Alternatively, you may be required to complete a direct debiting and/or standing order and/or recurring payment mandate for the agreed periodic payments. In such a case, Ferratum reserves the right to reject any payment which is not made in such manner at your expense. Ferratum may, notwithstanding any intervening expiry date, continue to present direct debits/standing orders/recurring payment orders for the agreed periodic payment amounts until the full amount due has been repaid.
- 7.4 Any amount shall be considered to have been repaid when it is received in the bank account of Ferratum. Fees imposed by your financial/credit institution for the transfer shall be at your cost. Ferratum reserves the right to refuse any payment made to it which is not received from a bank account held in your name.
- 7.5 The order of allotment of payments shall be the following: (1) any costs of recovery of any amounts due; (2) any default interest; (3) the fees; (4) the nominal interest, (5) the Credit, and (6) any other amounts owed by you.
- 7.6 You may apply for a change in the Due Date. Ferratum shall have the right to refuse the change in Due Date for any reason and shall not be bound to disclose such reason. Any change in Due Date shall become effective in the Invoice to be issued following the confirmation by Ferratum of such change. You shall pay the Due Date fee described in clause 2, as may be amended from time to time by Ferratum, for every change in Due Date by not later than the Due Date following such change. Ferratum shall have the right to waive such fee.

7.7 You may request Ferratum to lower the Minimum Payment Amount to zero (0) not more than two (2) non-consecutive times in any twelve (12) month period if you have paid the Minimum Payment Amount by Due Date at least four (4) consecutive times before submitting your application. Interest and fees, including the service fee, subscription fee and Drawdown fee, shall continue to accrue during such period. The application shall be made as prescribed by Ferratum and shall be subject to such terms and conditions made known to you in advance including payment of the Payment Holiday Fee described in clause 2, as may be amended from time to time by Ferratum. Ferratum may reject your application at any time and for any reason. The application must reach Ferratum at least fifteen (15) days before the respective Due Date.

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

## 8. Consequences of being overdue

8.1 If you do not pay the Minimum Payment Amount in full by the Due Date, you shall be considered in default without any other formality being necessary, and shall pay default interest at the rate indicated in clause 2 on the overdue amount from the day that payment falls due until full repayment of the amount overdue. Ferratum shall have the right to take all legal measures necessary to recover amounts due by you.

8.2 If you do not pay the Minimum Payment Amount together with the default interest in full within five (5) days from the Due Date, Ferratum shall send you a reminder notification.

8.3 If you fail to pay any amount due and payable and are in delay in payment by sixty (60) days or more, Ferratum shall have the right to call the entire Credit, including interest, fees and expenses, as fully due and payable and terminate the Credit Agreement by e-mail or by a written and signed notice after giving you an additional reasonable period, of 15 days or more, to fulfil your obligation(s). If you do not fulfil your obligations within such additional reasonable period, the Credit Agreement shall be considered terminated by the lapse of the additional reasonable period without any further notice being necessary. In case of such termination all amounts due under the Credit Agreement shall be considered immediately due and payable.

8.4 In case of delay in payment, Ferratum shall have the right to engage third parties to collect the debt at your expense and register you in debt registers/databases containing credit histories of debtors. Moreover, Ferratum shall have the right to terminate the Credit Agreement as specified above. Ferratum shall be entitled to claim compensation pursuant to Slovenian law, of all reasonable actual damages and costs incurred in collecting overdue amounts, including the recovery of payments made through debt collectors.

8.5 In addition to default interest, missing payments can, among other things, also lead to the termination of the Credit Agreement, registering you as a bad debtor in databases, affect your credit rating negatively, making it difficult or more expensive for you to get a loan in the future and may lead to legal action being taken against you.

8.6 This clause shall survive the termination of the Credit Agreement.

## 9. Personal data processing

9.1 You acknowledge that Ferratum shall collect and process your personal data in accordance with the Principles of Processing the Personal Data of Clients which are published on the Website and mobile App, applicable legislation, as well as on the basis of any consent given for such processing, when this is required by applicable law.

## 10. Notices and Communications

10.1 All relevant notices and other communications can be sent to you electronically through the Account, by e-mail, telephone or via SMS, mobile applications or other means of communication agreed to for this purpose. Where the law requires this, communication shall be sent to you in a durable medium. The notices delivered in the aforementioned manner are considered received on the same date on which they are sent to you with the exception of any communications sent by post which shall be considered received five (5) calendar days after they are sent.

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

## 11. Jurisdiction and Applicable Law

- 11.1. The Credit Agreement and the business relationship between you and Ferratum shall be governed by Slovenian law.
- 11.2. You may bring proceedings against Ferratum in the Member State of the European Union where you are domiciled or in Malta. Ferratum may bring proceedings against you in the Member State of the European Union where you are domiciled. Both parties may bring a counterclaim in the court where the original claim is pending. This provision shall survive the termination of the Credit Agreement.

## 12. Complaints

- 12.1. In case you have any complaints, you are entitled to file them directly with Ferratum, using the contact data provided in clause 1 above or on its Website or on its mobile App. Complaints shall be filed in writing. Ferratum shall acknowledge the receipt of the complaint within two working days and shall answer the complaint without undue delay, but not later than within 15 working days. In case it is not possible to answer a complaint within such period, Ferratum shall inform you of such fact and the reason for the delay and provide you with an indication of when the investigation is likely to be completed.
- 12.2. You also have the possibility to submit a complaint directly 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) and/or to [Odvetniska Pisarna Devetak in Partnerji, d.o.o. at: Prvomajska ulica 23, 5000 Nova Gorica, Email address: info@devetak.si](mailto:info@devetak.si) (Tel. no.: 05 300 14 00, Website: [www.devetak.si](http://www.devetak.si)). Any of these entities may request that you first direct your complaints to Ferratum before filing a complaint with them. In the case of a complaint filed with the Arbiter for Financial Services you will be required to provide your personal details, the name of Ferratum, the product or service you are complaining about, the reason/s for the complaint and the remedy that you are seeking. You will also be requested to provide the letter of complaint submitted to Ferratum allowing 15 working days for Ferratum to reply, the reply submitted by Ferratum, relevant documentation relating to the product you are complaining about and other documentation in support of your complaint. You will need to pay 25 EUR for the procedure. In the case of the Slovenian Association of Mediators the procedure is free of charge but you will have to bear the costs of an expert opinion if you ask for this and the person conducting the procedure estimates that the dispute could be resolved without it.

## 13. Amendments

- 13.1. Clauses 2.5., 2.6., 2.7, 2.15, 2.17, and clauses 3 to 18 of the Credit Agreement may be amended at any time as a consequence of changes in legislative, economic and business requirements and/or changes to the technical environment and/or changes in product or service parameters. The procedure for amendments of the Credit Agreement shall be the following: Ferratum shall inform you of the amendments proposed. The amendments shall enter into force immediately upon notification if they are not disadvantageous towards you or if they derive from the applicable law. In other cases, you shall have the right to reject such changes by terminating the Credit Agreement within ten (10) calendar days of being notified of such changes by email or by post. In such a case you shall repay any amounts due in terms of the Credit Agreement upon termination. In the meantime, your right to effect drawdowns shall be suspended. If you do not request termination of the Credit Agreement within (10) ten calendar days from being notified of the proposed amendments, you shall be considered to have accepted the proposed changes, in which case such changes shall come into effect within ten (10) calendar days from the date on which you were notified of such proposed changes.

## 14. Force Majeure

- 14.1. A Party's obligations in terms of this Credit Agreement shall be suspended for such period during which that Party is prevented from complying with said obligations due to Force Majeure, provided that such Party has:
- (a) notified the other Party of the existence of such Force Majeure,
  - (b) does everything in its/his/her power to comply with the obligations in terms of the Credit Agreement notwithstanding the existence of Force Majeure; and
  - (c) fulfils its obligations once the Force Majeure event has ceased to exist, within the time specified by the other Party.
- 14.2. For the avoidance of doubt, Force Majeure shall only suspend a Party's obligation in so far as it is impossible for the Party to perform the same and shall in no case excuse such Party from the obligation to perform other obligations in terms of the Credit Agreement. Force Majeure is understood to mean an event that is unpredictable and beyond the Parties' control, e.g. strike, legislative restriction imposed by the government or an EU authority, sabotage, uprising, natural disasters or similar circumstances causing impossibility in fulfilling the obligations arising from the Credit Agreement but shall not include termination of employment or other conditions effecting your capacity to repay amounts due to Ferratum.



15.1. Ferratum shall have the right to assign its rights and obligations in relation to the Credit Agreement to a third party, provided that you shall be notified of such assignment by Ferratum unless Ferratum continues to service the Credit itself towards you. Your consent is not required for such an assignment. You shall not be entitled to assign your rights and obligations in relation to the Credit Agreement to a third party without Ferratum's consent in writing. This provision shall survive the termination of the Credit Agreement.

## 16. Term and Termination

16.1. This Agreement is being entered into for an indefinite term. Hence, and for the avoidance of doubt, the Credit Agreement shall cover all Credit drawn down by you during its validity and shall continue to apply with respect to any and all outstanding amounts due hereunder.

16.2. You may request the termination of the Credit Agreement at any time with a written and signed notice to Ferratum or otherwise by email. However, in case of such request, Ferratum may demand the immediate repayment of all amounts due, in which case such amounts shall be considered immediately due and payable and your rights to request Credit drawdowns shall be suspended. Your obligations in terms of the Credit Agreement are not considered terminated until all the amounts owed by you to Ferratum are repaid. In other cases, the Credit Agreement can be terminated on the conditions stipulated in this Credit Agreement and the applicable law. For the avoidance of doubt, interest, the Subscription Fee and the Service Fee shall continue to accrue until all amounts have been repaid.

16.3. Without prejudice to its rights in terms of this Credit Agreement or in accordance with the law, Ferratum shall have the right to terminate the Credit Agreement in terms of clause 3.5., in terms of clause 8.3., or in case of a material breach of your obligations under the Credit Agreement in which case all amounts due under the Credit Agreement shall be considered immediately due and payable upon termination. A material breach for the purposes of this clause shall include, but shall not be limited to, a breach of any of the warranties provided by you in clause 3.4.

16.4. Additionally, Ferratum shall also have the right to terminate the Credit Agreement unilaterally with two months written notice to you.

## 17. End Provisions

17.1. Ferratum shall not be held liable for any direct or indirect loss or damage, unless such loss or damage has been caused by Ferratum's gross negligence or fraud, or unless caused by a failure by Ferratum to fulfil an obligation constituting one of the fundamental elements of the Credit Agreement. You shall however undertake reasonable measures to limit damages.

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

## 18. Definitions

18.1. **Account** – your personal user account which you may access from the Website or mobile App.

18.2. **Credit** – credit capital drawn down under this Credit Agreement.

18.3. **Credit Agreement** – the agreement concluded between you and Ferratum regulating a revolving credit facility for an indefinite period.

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

18.5. **Drawdown fee** - the fee charged for the approval and processing of the Credit request and disbursement and is payable for each and every Credit amount drawn down.

18.6. **Due Date** – the date by which the Minimum Payment Amount must be settled as specified in clause 2.

18.7. **Due Date fee** - the fee charged for the optional service provided by Ferratum if you request Ferratum to change the due date under clause 7.6 of this Credit Agreement.

18.8. **Ferratum** – the credit institution indicated as a party to this Credit Agreement also referred to as the **Creditor**.

The Ferratum logo is displayed in a bold, blue, lowercase sans-serif font.

- 18.9. **Invoice**- the document which is issued every thirty (30) days. The Invoice includes (i) the transaction period to which it relates, (ii) the balance due from the previous transaction period, (iii) the amounts and the relative dates of draw downs and repayments made during the relevant transaction period, (iv) current balance due, (v) interest due (nominal and default, if any) (vi) fees due, if any (vii) Minimum Payment Amount; (viii) and Due Date for current transaction period. Until repayment of the full amounts indicated therein, the Invoice forms an integral part of the Credit Agreement.
- 18.10. **Invoice Fee**- the fee charged by Ferratum for the service provided by it if you request Ferratum to send the invoice by post. The electronic copy of the invoice is provided free of charge.
- 18.11. **Mandatory Information** – has the meaning given to it in clause 4.3 of this document.
- 18.12. **Minimum Payment Amount**- the minimum amount payable by you monthly by each due date as indicated in clause 2.
- 18.13. **Payment Holiday Fee** - the fee charged for the optional service provided by Ferratum if you request Ferratum for a payment holiday under clause 7.7. of this Credit Agreement.
- 18.14. **Politically Exposed Person**: a natural person who is or has been entrusted with a prominent public function (including government senior official, head of state administrative unit (municipality), head of government, minister (deputy minister or assistant minister), state secretary or other high level official in the government or state administrative unit (municipality), parliament member, (board) member of management of political party, judge at the constitutional court, supreme court or other level court (member of court institution), council or board member of higher audit institution, council or board member of the central bank, ambassador, authorised clerk, highest ranking officer in the armed forces, council or board member of state joint stock company, head of international organisation (director, deputy director) and board member or a person taking a similar position in the same organisation), and includes such individual's family members (including a spouse, spousal equivalent, child, the child of a spouse or a spousal equivalent, grandchildren, parents, grandparents and siblings) or persons known to be close associates of such persons, whether in business or other close relationship (including a person who is a shareholder in the same company of such person or an owner of a legal entity established in favour of such person).
- 18.15. **SECCI** – the standard European Consumer Credit Information sheet regarding the Credit, which forms an integral part of the Credit Agreement.
- 18.16. **Service Fee** - the Service Fee payable for the administrative and other services provided by the Creditor for servicing the Credit line facility calculated as specified in clause 2.
- 18.17. **Subscription Fee**- the Subscription Fee payable for subscribing to the Ferratum Credit line facility as calculated in clause 2.
- 18.18. - **Website** – Ferratum's website at <http://www.ferratumbank.si>
- 18.19. **Mobile App – Ferratum's mobile App**

Date: 3rd of June 2022