

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. Special Conditions** – Special Conditions of the loan agreement.
- 1.2. Interest** – the fee payable by the Borrower to the Lender for the use of the Loan Amount.
- 1.3. User** – a natural person who is a party to a valid User Agreement and other agreements concluded with the Lender.
- 1.4. User Agreement** – an agreement concluded between the User and the Lender under the Terms of Use, on the basis of which the User may use the Portal and on the basis of which the Lender provides services to the User through the Portal. The User Agreement shall be deemed to be concluded between the User and the Lender at the moment of accepting the Terms of Use.
- 1.5. Terms of Use** – the present Terms of Use of Bondora.
- 1.6. Loan or Loan Agreement** – a Loan Agreement concluded between the Borrower and the Lender through the Portal.
- 1.7. Lender or Bondora** – Bondora AS, Estonian registration code 11483929, postal address: A.H. Tammsaare tee 56, 11316 Tallinn, Estonia.
- 1.8. Lender's website** – www.bondora.lv
- 1.9. Loan Amount** – the amount that the Lender makes available to the Borrower under the Loan Agreement.
- 1.10. Loan Application** – the Borrower's application with all the information and documents that the Borrower has submitted to the Lender through the Portal in order to receive an offer to enter into a Loan Agreement.
- 1.11. Borrower** – a User who has submitted a Loan Application to the Lender and/or has entered into a Loan Agreement with the Lender.

- 1.12. Maximum Loan Amount** – the maximum value of the principal amount of the Loan Agreement to the extent of which the Lender can enter into a Loan Agreement with the Borrower.
- 1.13. Claim** – a financial claim against the Borrower arising from the Loan Agreement.
- 1.14. Working Day** – a day other than a Saturday, Sunday or public holiday in the Republic of Estonia and the Republic of Latvia.
- 1.15. Portal** – an e-services environment on the website www.bondora.lv, managed by the Lender; Users may request and receive services provided by the Lender in this environment.
- 1.16. Portal Account** – a virtual account created for the User and managed by the Lender on the Portal, which is linked to the User’s individual Reference Number and through which the User makes payments to the Lender. The Portal Account keeps records of transactions made on the User’s Portal, including Claims and liabilities.
- 1.17. Fees** – service fees applicable to Users as set out in the Price List published on the Lender’s website.
- 1.18. Reference number** – a personalized number to identify the User when making payments to the Portal Account.
- 1.19. General Conditions** – the General Conditions of the Loan Agreement, which are published on the Portal.

2. GENERAL PART

- 2.1.** The Terms of Use govern the relationship between the Lender and the User in relation to the services provided by the Lender to the User and the basic conditions of the provision of such services.
- 2.2.** The Terms of Use are an integral part of the agreement concluded between the User and the Lender through the Portal. The Terms of Use become binding on the User after concluding the User Agreement in accordance with the Section 3.4.
- 2.3.** In addition to the Terms of Use, the relationship between the Lender and the User shall be governed by the applicable law and the Loan Agreement and other agreements concluded between the Lender and the User. In the event of any conflict between the Terms of Use and the Loan Agreement or any other agreement, the Loan Agreement between the Lender and the User shall prevail.

2.4. The Terms of Use, the General Conditions of the Loan Agreement, the Price List and other relevant information and documents are available to the User at any time, free of charge, on the Lender's website and the Portal.

3. USER REGISTRATION

3.1. In order to access the Portal and use the Lender's provided services through the Portal, a person must register as a Portal User. Upon registration as a User of the Portal, a person becomes entitled, inter alia, to submit Loan Application and conclude a Loan Agreement, and to apply for the use of other services offered by the Lender and to enter into relevant agreements.

3.2. In order to use the Portal, a person must register an email address on the Lender's website. To confirm the e-mail address, the person must log into the Portal using the temporary password created by the Portal.

3.3. By agreeing to the Terms of Use, the User, upon registering as a User of the Portal, represents and warrants that:

- 3.3.1. he/she has examined, understood and undertakes to comply with when using the services provided through the Portal;
- 3.3.2. he/she agrees that the Lender will process his/her personal data in accordance with the Privacy Policy;
- 3.3.3. he/she is a natural person with full legal capacity and is at least 21 years old but not more than 64 years of age;
- 3.3.4. his/her permanent or main place of residence is the Republic of Latvia;
- 3.3.5. he/she is not a politically exposed person, a family member of a politically exposed person or a close associate of a politically exposed person;
- 3.3.6. he/she is not subject to international or national financial sanctions;
- 3.3.7. he/she makes a sincere declaration of intent, without mistake, fraud or duress, including that, upon entering into this agreement, the Borrower is not committing fraud and is not committing or permitting a criminal offense.

3.4. The User Agreement between the Lender and the User shall be deemed concluded in accordance with the Terms of Use immediately after all the conditions set forth in Section 3.2 and 3.3. have been met. The User Agreement is concluded for an indefinite term.

3.5. As a confirmation of the conclusion of the User Agreement, the User will have access to the Portal. The concluded User Agreement is available to the User at any time free of charge on the Portal.

4. USER IDENTIFICATION

- 4.1. To log into the Portal, the User must enter his/her Portal username and password.
- 4.2. Prior to the conclusion of the first Loan Agreement, the User shall identify himself/herself as follows:
 - 4.2.1. by using any alternative method accepted by the Lender (Smart-ID, e-signature or e-ID/mobile e-ID.); and
 - 4.2.2. by submitting all documents requested by the Lender to identify the User pursuant to the requirements for the prevention of money laundering and terrorism and proliferation financing.
- 4.3. The User is identified prior to the performance of any action or transaction (for example, prior to concluding a Loan Agreement or submitting an application for withdrawal of loan agreement) using one of the following identification methods:
 - 4.3.1. the unique Portal login name and password chosen by the User;
 - 4.3.2. mobile identification by means of a unique PIN code sent to the User's mobile phone number; or
 - 4.3.3. by any other means in line with applicable law and deemed sufficient by the Lender.
- 4.4. The Lender has the right to unilaterally change the identification procedure at any time, including the use of other identification methods permitted by law. If the Lender has any doubts about the accuracy of the User's data, the Lender may ask the User to clarify the data, provide additional information or documents or repeat the identification process if necessary. The Lender considers the User's refusal to identify or submit additional documents by the User to be a material breach of the User Agreement and this is the basis for termination of the User Agreement or any other agreement in accordance with Section 11.3.1.
- 4.5. Data obtained during the identification process, such as the name, surname, personal identification code, bank account number, residence address, etc., are processed as personal data in accordance with the Lender's Privacy Policy.
- 4.6. Any person who logs into the Portal with the User's data (e.g., the username and password) or uses the User's registered e-mail address or telephone number to confirm operations via the Portal is deemed by the Lender to be a User, unless the Lender has been notified that such data or means (e.g., mobile phone) have come into the possession of a third party and the User has notified the Lender of this fact.

5. GENERAL OBLIGATIONS OF USER

5.1. The User undertakes the following:

- 5.1.1. not to use the Portal for illegal transactions or acts, including fraud, money laundering, terrorist financing, etc.;
- 5.1.2. to provide the Lender only with true and complete information and not withhold information that may be relevant to the Lender;
- 5.1.3. to notify the Lender immediately, but not later than within 5 (five) Working Days, of any changes in the information and/or documents submitted to the Lender;
- 5.1.4. to inform the Lender immediately, but not later than within 5 (five) Working Days, of any circumstances that affect or may affect the User's ability to perform the obligations arising from the agreements concluded between the Lender and the User, in particular, the Loan Agreement;
- 5.1.5. to keep the data and means (e.g., mobile phone) required necessary for logging into the Portal or for identification, including ID card, passwords and usernames so that they do not fall into the possession of third parties;
- 5.1.6. to notify the Lender immediately, but no later than within 5 (five) days, if the data or means referred to in Section 5.1.5 fall into the possession of a third party;
- 5.1.7. to respect the Lender's intellectual property rights. The Lender's website, the Portal and the content therein are the personal property of Lender, which the User is entitled to use only for personal purposes in connection with the use of the Portal's services;
- 5.1.8. to provide additional documents and information at the Lender's request, if necessary for the performance of the agreement concluded with the Borrower and/or the performance of the Lender's legal obligations (e.g., compliance with the "Know Your Customer" principle under the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, or information on the origin of funds of the client and/or the person making repayments if the Loan, etc.);
- 5.1.9. behave prudently and respectfully when using the Portal.

5.2. If the User fails to comply with the obligation set out in Section 5.1.3, the Lender has the right to assume that the information and documents previously provided by the User are correct, unless the User notifies otherwise.

6. EXCHANGE OF INFORMATION

- 6.1.** Contact details for sending notices to the Lender as well as the methods of sending notices are published on the Lender's website. The Lender is not obliged to notify the User separately of any changes in contact details, unless otherwise agreed in the Terms of Use or other concluded agreements and/or required by law.
- 6.2.** Notices between the User and the Lender shall be sent in the language as the Terms of Use and shall be sent to the recipient via the Portal, unless otherwise agreed in the Terms of Use or in other concluded agreements and/or required by law. The Lender may use the Portal to send notifications or use the contact form available on www.bondora.lv/en/.
- 6.3.** If the User or the Lender needs to send a notice to the other party by email or by post, the parties will send it using the contact details communicated by the recipient to the other party via the Portal, by email or by post.
- 6.4.** The User shall immediately update the contact details on the Portal or, if the relevant contact details on the Portal cannot be changed, shall immediately notify the Lender of any changes to the contact details. If the User fails to inform the Lender of any change in his/her contact details, he/she shall bear the associated risks.
- 6.5.** A notice sent to the correct contact details of the other Party is considered received:
- 6.5.1. if delivered personally, when delivered against the signature;
 - 6.5.2. if sent using the contact form on the website www.bondora.lv or email, 2 (two) days after being sent;
 - 6.5.3. if sent by registered mail, 7 (seven) days after being deposited by registered mail;
 - 6.5.4. if sent via mail to a destination outside the country of dispatch, 8 (eight) days after being deposited by mail.
 - 6.5.5. information, which is not intended to have legal consequences, i.e. is sent for information purposes only, may be exchanged otherwise.
- 6.6.** If a notice sent by the Lender, which the User may expect or which the User and the Lender have agreed to send, does not reach the User, the User shall notify the Lender thereof immediately, but not later than 3 (three) Working Days after the date of expected receipt.

7. LOAN APPLICATION AND CREDITWORTHINESS ASSESSMENT

- 7.1.** The Borrower may submit a Loan Application to the Lender only via the Portal, having previously identified himself/herself in accordance with Section 4 of the Terms of Use.
- 7.2.** To apply for a Loan, the Borrower fills in a Loan Application on the Portal, by submitting the information and documents requested by the Lender regarding his/her creditworthiness and other circumstances related to creditworthiness.
- 7.3.** The Lender assesses the Borrower's creditworthiness on the basis of the submitted information and documents, as well as data obtained from public databases or other sources.
- 7.4.** The Loan Application is not binding to the Borrower, i.e. he/she may withdraw the Loan Application at any time prior to the conclusion of the Loan Agreement without giving a reason.

8. CREDIT DECISION

- 8.1.** The Lender has the right to take one of the following credit decisions:
 - 8.1.1. accept the Loan Application;
 - 8.1.2. reject the Loan Application.
- 8.2.** The Lender approves the Loan Application and notifies the Borrower thereof immediately, but no later than within 2 (two) Working Days after receipt of all required information and documents. The Lender is not obliged to justify the credit decision, unless it rejects the Loan Application on the basis of information obtained from a public database. In this case, the Lender shall inform the Borrower of such information obtained from public databases which is the basis for the rejection of the Loan Application.

9. CONCLUSION OF THE LOAN AGREEMENT

- 9.1.** The Loan Agreement cannot be concluded between 23:00 and 7:00.
- 9.2.** If the Borrower accepts the Lender's loan offer, a Loan Agreement is concluded between the Lender and the Borrower through the Portal.
- 9.3.** Before the conclusion of the Loan Agreement (i.e., before the Loan Agreement becomes binding on the Borrower and the Lender), the Lender makes available to the Borrower on the Portal the information and documents that are prerequisites for the

conclusion of the Loan Agreement (e.g., pre-contractual information, Standard European Consumer Credit Information, etc.). The relevant data and documents are available to the Borrower, free of charge, on the Portal at any time during the term of the Loan Agreement.

9.4. The Loan Agreement shall be deemed to be legally binding and concluded between the Lender and the Borrower from the moment it is electronically or digitally signed or approved by both Parties.

9.5. The Lender shall not conclude a new Loan Agreement with the Borrower while the previously concluded Loan Agreement is still in force.

10. RESTRICTION OF THE RIGHT TO USE PORTAL AND CONDUCT IN THE EVENT OF A BREACH OF THE USER AGREEMENT

10.1. The Lender has the right to restrict the User's right to use the Portal, to reject Loan applications and, to the extent permitted by law, to refuse to perform obligations arising from the User Agreement if the User violates the User Agreement.

11. WITHDRAWAL FROM AND TERMINATION OF USER AGREEMENT

11.1. If the User does not have a Loan Agreement in force or if the User has fulfilled their obligations arising from the Loan Agreement, the User has the right to withdraw from the User Agreement without giving any reason, within 14 (fourteen) days from the conclusion of the User Agreement by submitting a withdrawal application in a format reproducible in writing via the Portal. In order to exercise the right of withdrawal from the User Agreement, the withdrawal request must be submitted to the Lender before the expiry of the term specified in the Terms of Use.

11.2. The User may withdraw from the User Agreement by submitting a written application to the Lender via the Portal. In such case, all financial obligations of the User towards the Lender arising out of any agreement shall be fulfilled in advance.

11.3. If the User does not have a Loan Agreement in force or if the User has fulfilled his/her obligations under the Loan Agreement, the Lender may terminate the User Agreement without prior notice and cancel or restrict access to the Portal (in accordance with Section 13.1.1. or 13.4. of the General Conditions) if:

- 11.3.1. The User violates the User Agreement, other conditions established by the Lender or the concluded agreement;
- 11.3.2. the User has implemented or implements automated means (not approved by the Lender) for the use of the Portal and for the automated collection of

data from the Portal (such means may include, inter alia, data harvesting bots, spider robots, scrapers and other automated tools or programs) or if the User implements framing methods to delimit the Portal data or content or otherwise influence the Portal.

11.4. Upon termination of the User Agreement, the Lender terminates the User's access to the Portal and the Lender has no obligation to store, maintain or release to the User any information related to the User's transactions and activities on the Portal, unless such obligation is set by law.

12. FEES, COSTS, COMPENSATION

12.1. The Lender shall be entitled to receive, and the User is obliged to pay a Fee for the rendered services on the basis of the Price List, Loan Agreement and/or other agreements concluded with the Lender. The Lender's Price List is available on the Lender's website.

12.2. In addition to the Fees set out in the Price List and in the agreements concluded between the Lender and the User, User must pay all the costs of the Lender incurred in connection with the Loan Agreement concluded by the User, subject to the limitations and procedures established by law.

12.3. The User shall pay all Fees to the Lender through the Portal Account based on the notification sent to the User on the Portal, by the due date specified in the notification, using the personalized Reference Number assigned to the User when making the payment. The User is obliged to ensure the availability of funds in his/her Portal Account on the due date. The Lender shall not be held liable for any damages resulting from the use of an incorrect Reference Number as a result of which the payment does not reach the Lender in time.

12.4. The User is obliged to immediately notify the Lender if the payment has not been credited to the User's Portal Account, as well as if an unfamiliar payment has been credited to the User's Portal Account. The User is prohibited from disposing of funds received in his/her Portal account, in respect of which a third party may have a right of recovery (e.g., incorrectly made payments).

12.5. The User shall pay all Fees without deductions and/or set-offs.

13. LIABILITY

13.1. The User shall be liable for the following:

- 13.1.1. the legality of his/her transactions made on the Portal;
- 13.1.2. any possible obligations in accordance with law that may arise from the conclusion or performance of the Loan Agreement through the Portal;
- 13.1.3. thoroughly examining the Terms of Use and the provisions of any other agreements to be concluded between the User and the Lender. After approving of the Terms of Use and other agreements, the User confirms that he/she understands the content and confirms that he/she has no objection to the content of the documents;
- 13.1.4. making transactions on the Portal as a party to the transaction.

13.2. In the event of a breach of obligations, including breach of the notification obligation set out in Section 5.1.6 and in the event of submission of incorrect information or failure to submit relevant information, the User shall be held fully liable to the Lender or third parties for any damages caused by the breach.

13.3. The Lender may restrict the User's access to the Portal for doing maintenance and repairs. The Lender shall not be held liable for any potential damages resulting from the restriction of access and consequent interruptions to the services.

13.4. The Lender and the User shall not be liable for the breach of obligations if it is caused by force majeure, i.e., circumstances beyond the control of a Party (e.g., natural forces, activities of state authorities, etc.). In the event of force majeure, the Party affected shall notify the other Party of the force majeure immediately, but no later than within 30 (thirty) calendar days after force majeure conditions arise. If the Party affected by the force majeure conditions fails to notify the other Party of such condition within the period specified above, it shall not be entitled to invoke such force majeure conditions and shall be obliged to fully perform its obligations towards the other Party.

14. AMENDMENTS

14.1. The Lender has the right to unilaterally amend the Terms of Use in the following cases:

- 14.1.1. due to amendments to existing legislation;
- 14.1.2. in order to develop or improve the services of the Portal;
- 14.1.3. in accordance with a decision or precept of a court or other authority;

- 14.1.4. to specify the circumstances relating to the provision or use of the service, inter alia, to improve user-friendliness;
 - 14.1.5. in other circumstances, provided that such changes are not unfair to the User.
- 14.2.** The Lender has the right to unilaterally amend the Terms of Use without prior notice to the User if the laws, standards or practices applicable to the relationship arising out of the Terms of Use change and the amendment of the Terms of Use is required to ensure immediate compliance with the new laws, standards and/or practices. Such amendments shall be published on the Portal and shall enter into force upon publication of the relevant notice on the Portal.
- 14.3.** In cases other than those specified in Section 14.2 of the Terms of Use, the User shall be notified of amendments to the Terms of Use via the Portal at least 60 (sixty) days in advance. If the User does not agree with the amendments made by the Lender, he/she has the right to immediately terminate the User Agreement and all other agreements concluded between the Lender and the User. If the User terminates the User Agreement and all other agreements concluded between the Lender and the User, the User shall, within 60 (sixty) days of receipt of the relevant notification of changes to the Terms of Use, submit an application to the Lender on the Portal and, within the same period, fulfil all his/her financial obligations arising from the agreements concluded with the Lender. For the avoidance of doubt, if the User fails to fulfil all his/her financial obligations within this period, the User shall be deemed not to have terminated the User Agreement or any other agreements concluded with the Lender. The amended Terms of Use shall enter into force 60 (sixty) days after the publication of the notice or when the User accepts the amended Terms of Use.
- 14.4.** The Lender shall not notify the User of amendments to the Terms of Use if they do not change or affect the rights and obligations of the Parties (in particular, for example, grammatical changes or corrections).

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1.** The laws in force in the Republic of Latvia applies to the Terms of Use, the Loan Agreement and other agreements concluded between the Lender and the User.
- 15.2.** Any disputes arising between the Lender and the User in connection with the Terms of Use, the Loan Agreement or other agreements concluded between the Lender and the User shall be settled by mutual negotiations in accordance with the Complaints Procedure in force at the time and published on the Lender's Website. In

addition, the User has the right to apply the competent pre-trial body or the authority supervising the Lender. Any dispute that the Parties are unable to resolve by negotiation within a reasonable time shall be settled by the courts of the Republic of Latvia.

16. MISCELLANEOUS

16.1. In the event of Lender's insolvency, the conclusion of new Loan Agreements is terminated immediately. Insolvency of the Lender shall not affect the validity of the Loan Agreements which have already been concluded.

16.2. The Lender is supervised by:

- 16.2.1. Estonian Financial Supervision and Resolution Authority (Finantsinspeksioon) (address: Sakala 4, 15030 Tallinn, e-mail: info@fi.ee, website: www.fi.ee);
- 16.2.2. The Consumer Protection and Technical Regulation Authority (address: Endla 10a, 10142 Tallinn, e-mail: info@ttja.ee, website: www.ttja.ee);
- 16.2.3. Data Protection Inspectorate (address: Tatari 39, 10134 Tallinn, e-mail: info@aki.ee, website: www.aki.ee);
- 16.2.4. Consumer Rights Protection Centre (address: Brīvības strett 55, Riga, LV-1010, e-mail: pasts@ptac.gov.lv, website: www.ptac.gov.lv);
- 16.2.5. Data State Inspectorate (address: Elijas street 17, Riga, LV-1050, e-mail address: pasts@dvi.gov.lv, website: www.dvi.gov.lv).

This version of the Terms and Conditions was last updated on 25 August 2023.