

## GENERAL TERMS AND CONDITIONS FOR CONSUMER CREDIT

In Force from 01.12.2025

### 1. APPLICATION OF GENERAL RULES

- 1.1. Sections 1 to 7 and 11 to 12 of the General Terms and Conditions apply to all ESTO loan agreements.
- 1.2. Section 8 of the General Terms and Conditions applies only to ESTO hire purchase agreements and shall prevail in the event of conflict.
- 1.3. Section 9 of the General Terms and Conditions applies only to the ESTO Credit line and prevails over the General Terms and Conditions.
- 1.4. Section 10 of the General Terms and Conditions applies only to ESTO Consumer Credit and prevails over the General Terms and Conditions.

### 2. DEFINITIONS

2.1. Capitalised terms used in these General terms and conditions have the following meanings:

**General Terms (or Rules)** – these General Terms and Conditions, which shall form an integral part of the Agreement.

**Goods** – service or movable items chosen by the Customer, which the Customer buys in a store (in person or in an e-store) financed by ESTO.

**Price of goods** – the price (including VAT) of the goods or services for which the Customer purchases the Goods.

**ESTO** – Joint stock company ESTO LV, legal entity registration number 40103050993, legal address: 74 Gustava Zemgala gatve, Riga, Latvia LV-1039, e-mail: [info@esto.lv](mailto:info@esto.lv), telephone number: +371 66222250.

**ESTO account** – the ESTO payment account specified on the Site and in the Special Terms to which the Customer is to transfer the Payments, Default Interest and other amounts payable under the Contract (if any).

**Payment schedule** – a repayment schedule under which the Customer is required to pay certain fees on specified payment dates under a Consumer Loan or Hire Purchase Agreement. In the case of a Line of Credit Agreement, no Payment Schedule shall be prepared.

**Site** – ESTO's website [www.esto.eu](http://www.esto.eu), where the Customer must register electronically, submit an application, read the General Terms and Conditions and Special Terms and Conditions, sign the required documents, thereby concluding the Contract. For registered Customers, a Customer profile is created on the Site.

**Hire Purchase Agreement** – a consumer distance credit agreement concluded between ESTO and the Customer for the purchase of Goods.

**Pricelist** – a document attached to the General Terms setting out the general charges that may apply to the Customer in connection with the Contract.

**Customer** – a natural person who wishes to enter into or enters into a transaction with an ESTO for a purpose that is not related to his or her economic or professional activity.

**Credit line agreement** – the loan Agreement under which the ESTO grants the Customer a credit limit.

**Credit line** – ESTO financing method, where the ESTO grants the Customer the right to use the credit facilities according to the Customer's needs, up to the credit limit granted.

**Interest** – the amount of the interest Rate (per annum) specified in the Special Terms which the Customer shall pay to the ESTO for the use of the Loan Amount.

**Consumer credit agreement** – an unsecured consumer distance contract concluded between ESTO and the Customer for the Customer's personal use, concluded for a fixed term.

**Agreement** – Hire Purchase Agreement, Consumer Credit or Credit line Agreement.

**Merchant** – the legal entity from which the Goods or services are purchased.

**Customer profile** – a personal account (profile) created for a Customer registered on the Site.

**Special terms** – an integral part of the Agreement, setting out the terms and conditions individually negotiated with the Customer, including the total amount of the consumer credit, the borrowing Rate (per annum), the term of the consumer credit, the total cost of the consumer credit, the annual interest rate, the total amount payable by the Customer, the amount of default interest and other material terms of the Agreement negotiated with the Customer.

**Party (Parties)** – ESTO or Customer (or both).

**Identification tools** – identification data used by the Customer, such as name, password, e-signature, Customer's mobile phone number, email or other data used by the Customer for authentication purposes.

### 3. SUBJECT OF THE AGREEMENT

- 3.1. Under the Agreement, which the Parties enter into by means of distance electronic communication, ESTO undertakes to grant a loan to the Customer in accordance with the terms and conditions set out in the Contract.
- 3.2. The type of Consumer credit granted to the Customer (i.e. Credit line, Consumer Credit Agreement or Hire Purchase Agreement) is specified in the Special Terms.

- 3.3. Under the Agreement, the Customer undertakes to repay the Loan and to pay the total loan charges and other amounts (if any) payable under the Agreement.
- 3.4. Customer may use the ESTO Services only after he/she has registered on the Site and created a Customer Profile, as well as performed other necessary actions (confirmations) set out in the Agreement and required at the time of Customer registration (e.g. to perform Customer Identification actions, etc.).

#### **4. CONCLUSION AND PERFORMANCE OF THE AGREEMENT, REPAYMENT OF THE LOAN**

- 4.1. The Contract shall be deemed to be concluded and shall enter into force only after all of the following have taken place:
  - 4.1.1. Customer shall sign the Special Terms and the General Terms and Conditions using the Customer Profile, mobile ID or Smart-ID or other electronic means supported by ESTO.
  - 4.1.2. The Special Terms signed by ESTO shall be delivered to the Customer via the Customer's profile and by email.
- 4.2. Upon conclusion of the Agreement, the Loan shall be disbursed no later than the next Business day (i.e. it shall be disbursed to the Seller under the Hire Purchase Agreement or transferred to the Customer's account with a licensed credit institution).
- 4.3. Customer undertakes to pay due payments and all other amounts due in accordance with the Payment Schedule set out in the Agreement and/or the Special Terms. Payment or any other payment due to ESTO shall be deemed to have been made when the relevant amount is credited to ESTO's account.
- 4.4. If the payments made by the Customer are insufficient to cover in full the Customer's obligations to ESTO under the Agreement, the amounts received from the Customer shall be applied in the following order: (i) interest payments (Interest, Default Interest), (ii) overdue loan amount, (iii) other fees and expenses (if any), (iv) debt collection costs (if any).
- 4.5. If the Payment Date is not a Business Day or falls on a public holiday, the Payment Date shall be the first following Business Day. If there is no Payment Date in the current month, the Payment Date shall be the last calendar day of the current month.
- 4.6. Payments under the Agreement shall be made by the Customer in person. ESTO may not accept payments from third parties and they may be returned (in which case the payment will be deemed not to have been received on time) or such third parties may be subject to additional requirements (such as the requirement to fully identify such third party, etc.).
- 4.7. All costs associated with making Payments shall be borne by the Customer.
- 4.8. If the Agreement is for a fixed term, the Customer shall be entitled to receive on request and free of charge at any time during the term of the Agreement an account statement in the form of an amortisation table setting out the amounts outstanding and the terms and conditions relating to the payment of such amounts.

#### **Early repayment of a loan (part of thereof)**

- 4.9. Customer shall have the right to discharge all or part of its obligations under the Agreement early by giving ESTO not less than 5 (five) Business Days' prior written notice by email or through the Customer Profile and by depositing all or part of the outstanding amount of the Loan into ESTO's account.
- 4.10. If the loan is repaid before the term specified in the Agreement in an incomplete amount, ESTO shall adjust the Payment Schedule accordingly, reducing the loan repayment term and the total costs for the amount repaid early, issuing a new schedule to the Customer.
- 4.11. In the event of early repayment of a loan (part thereof), the ESTO shall be entitled to fair and equitable compensation for any costs directly related to the early repayment of the loan during the period for which the Fixed Interest Rate is fixed. ESTO may only claim this compensation if the early repayment of the loan or part thereof exceeds EUR 9,960 in any 12 (twelve) month period.
- 4.12. The compensation payable to the ESTO pursuant to Clause 4.11 hereof shall not exceed 1% (one per cent) of the portion of the Loan that is repaid early if the period from the date of early repayment of the Loan to the date of full repayment of the Loan as agreed in the Agreement is more than one (1) year. In other cases, the compensation to the ESTO shall not exceed 0.5% (one point five percent) of the part of the loan repaid early.
- 4.13. If the Customer transfers more money to ESTO's account than it should have transferred in accordance with the Payment Schedule, such excess shall be applied towards the Customer's other payments under the Agreement or other agreements entered into between the Customer and ESTO, but first towards overdue payments, if any.
- 4.14. If the amount paid by the Customer is more than the amount due and the loan issued under the Agreement has already been fully covered, and if the Customer has no other loans issued by ESTO, ESTO shall inform the Customer of the overpayment and reimburse the Customer the overpaid amount within 5 (five) business days. The Customer shall not be entitled to claim interest for this period.

## **5. FEES. INTEREST. DEFAULT INTEREST**

- 5.1. Customer shall pay to the ESTO the fees and other charges, if any, under the Agreement .
- 5.2. The specific charges under the Agreement are set out in the Price List and Special Terms.
- 5.3. Customer shall pay to the ESTO the Interest as specified in the Agreement calculated on the total amount of the loan. The amount of Interest payable in a given month is specified in the Payment Schedule and the Interest Rate is specified in the Special Terms.
- 5.4. To calculate Interest, it is assumed that there are 360 days in a year.
- 5.5. Customer undertakes to repay to the ESTO all Loans disbursed in the amounts and at the times specified in the Payment Schedule, but not later than the expiry of the Loan Term.
- 5.6. Customer shall pay the Interest even if the Customer is subject to late payment interest. Interest shall accrue from the date on which the Loan is disbursed to the Customer until the date on which the full amount is actually repaid to the ESTO, but no longer than until the expiry of the Agreement Term or termination of the Agreement, whichever is the earlier.
- 5.7. For payments not paid to the ESTO within the time limit set out in the Agreement, the Customer undertakes to pay default interest of 0.05% of the amount not paid on time for each calendar day of delay. A lower default interest may only be applied if expressly stated in the Special Terms.
- 5.8. In the event of late payment, default interest shall be calculated from the next day on which the Customer fails to make the relevant payment.
- 5.9. Interest on late payment shall be calculated only on the overdue portion of the Payment, consisting of the overdue portion of the Loan and the overdue portion of other payments, if any.
- 5.10. The payment of default interest shall not relieve the Customer from the performance of its obligations under the Agreement and shall not postpone payment due dates. The application of default interest shall not relieve the Customer of its obligation to pay Interest.

## **6. DURATION AND WITHDRAWAL FROM THE AGREEMENT**

- 6.1. The Agreement shall enter into force upon completion of all actions specified in Clause 4.1.1 hereof and shall remain in force until all obligations of the Parties under the Agreement have been fulfilled or the Agreement has been terminated early.
- 6.2. The Agreement may be terminated by mutual written agreement of the Parties. The written agreement must set out all the terms of termination.
- 6.3. ESTO shall have the right to terminate the Agreement unilaterally in the following circumstances:
  - 6.3.1. if, after the conclusion of the Agreement, for reasons beyond ESTO's control, ESTO is unable to transfer the loan amount to the Customer's bank account and the Customer fails to remedy these circumstances within the time limit set by ESTO, which shall not exceed 30 (thirty) calendar days;
  - 6.3.2. If the Customer unreasonably refuses to accept the Goods purchased from the Seller, the Customer is unable to agree with the Seller the terms of purchase of the Goods or the Goods in question are not produced and delivered to the Customer;
  - 6.3.3. Customer fails to pay the advance payment for the Goods in the manner and within the time specified in the Agreement (if applicable);
  - 6.3.4. immediately if the Customer has been declared insolvent by a court decision that has entered into force;
  - 6.3.5. immediately if the Customer is the subject of criminal proceedings relating to the Agreement or the unlawful purchase of Goods;
  - 6.3.6. immediately if the Customer's funds to be used for the repayment of liabilities are related to money laundering;
  - 6.3.7. immediately if the Customer is included in an international or national Sanctions List;
  - 6.3.8. Customer has provided false information to the ESTO about circumstances that are material and relevant to the conclusion of the Agreement.
  - 6.3.9. in the case of an open-ended Agreement (Credit line) - ESTO shall have the right to terminate the Agreement at least 2 (two) months in advance by sending written notice to the Customer via e-mail;
  - 6.3.10. If the Customer is in default.
  - 6.3.11. On other grounds set out in laws and regulations.
- 6.4. Customer shall have the right to terminate the Agreement for the following reasons:
  - 6.4.1. withdraw from the Agreement by exercising the right of withdrawal as set out in these Terms;
  - 6.4.2. Customer shall have the right to terminate the Agreement without incurring additional costs by giving 30 (thirty) calendar days' prior written notice to ESTO by email. The Customer shall not be deemed to have terminated the Contract until the Customer has repaid all outstanding amounts due under the Agreement.
- 6.5. Irrespective of the reasons for termination of the Agreement, prior to the effective date of termination of the Agreement, the Customer shall repay all outstanding Loan amount, contractual Interest and Default Interest accrued up to the date of repayment.

### **Withdrawal from the Agreement during the Withdrawal Period**

- 6.6. During the withdrawal period, which shall be within 2 (two) calendar days after the disbursement of the loan, Customer may cancel the Agreement and return the loan amount to ESTO without giving any reason.
- 6.7. In order to withdraw from the Agreement, the Customer must notify ESTO in writing and repay the amount of the loan to ESTO's account no later than the end of the Withdrawal Period.
- 6.8. Customer shall notify ESTO of its withdrawal from the Agreement by sending a written notice to the ESTO's email address specified in the General Terms and Conditions, stating: Customer's name, surname, personal identification number, Contract number, and notice of withdrawal from the Agreement during the Withdrawal Period.
- 6.9. By withdrawing from the Agreement during the withdrawal period, the Customer shall be relieved of the obligation to pay the Interest, the Contract Fee (if any) or other amounts (if any) payable under the Agreement. In the event that the Customer has already paid any fees in connection with entering into the Agreement, ESTO shall refund such fees to the Customer.

### **Withdrawal from the Agreement within 14 days**

- 6.10. Customer may withdraw from the Agreement without giving any reason within 14 (fourteen) calendar days from the date of the Agreement or from the date on which the Customer has received the terms of this Agreement (if later).
- 6.11. To exercise the right to withdraw from the Agreement, the Customer shall notify the ESTO by giving written notice in the manner set out in Clause 6.8 of the General Terms and Conditions.
- 6.12. If the Customer exercises this right of withdrawal, the Customer shall repay the Loan to the ESTO immediately, but not later than 30 (thirty) calendar days from the date of the written notice of withdrawal sent to the ESTO, and shall pay the Interest accrued from the date of the Loan to the date of repayment of the Loan.
- 6.13. In the event of termination of the Agreement, ESTO shall not be entitled to any compensation from the Customer other than any non-refundable fees paid to public authorities. In the event that the Customer has already paid any fees in connection with the conclusion of the Agreement, ESTO shall refund such fees to the Customer.

## **7. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES. CUSTOMER CONFIRMATION**

- 7.1. Customer agrees and undertakes to indemnify ESTO against all costs and damages incurred by ESTO as a result of inaccurate information provided by the Customer where ESTO was unable to ascertain the inaccuracy of the information.
- 7.2. Parties understand and acknowledge that the Parties shall not be liable for any failure or partial failure to perform their obligations under the Agreement and shall not be liable for any damages resulting from force majeure communications, electronic data interchange and payment systems, including Internet banking, which the affected Party could not have foreseen and prevented.
- 7.3. Customer declares and confirms that:
  - 7.3.1. Customer is an adult with legal capacity;
  - 7.3.2. Before signing the Agreement, the Customer has received all the contract documentation and has read the contents of these documents, namely the General Terms, the Special Terms, the Price List, the Standard European Consumer Credit Information and the Payment Schedule;
  - 7.3.3. Customer has read and agrees to the ESTO Customer Data Processing Principles before signing the Agreement;
  - 7.3.4. Customer has provided ESTO with relevant and correct data about itself, including but not limited to the Customer's contact details, other data relevant for the assessment of creditworthiness;
  - 7.3.5. Customer had the opportunity to ask the ESTO questions in relation to the Agreement and to request additional information;
  - 7.3.6. Customer understands the Consumer Credit Product, the obligations under the Agreement and has sufficient knowledge to enter into the Agreement and assume the obligations arising therefrom;
  - 7.3.7. The Argument is in accordance with the Customer's will and true intentions.
- 7.4. ESTO has the right to assign its obligations under the Agreement to third parties without the Customer's separate consent.
- 7.5. The Customer shall not be entitled to transfer the obligations and/or responsibilities arising from the Agreement to third parties.

## **8. TERMS APPLICABLE TO HIRE PURCHASE AGREEMENT**

- 8.1. Customer shall receive a Consumer Credit from the ESTO on the basis of the Hire Purchase Agreement, which shall be paid to the Merchant as the price of the Goods.

- 8.2. The terms of the Hire Purchase Agreement shall apply and be subject to the provisions set out in the Terms and Conditions, except as otherwise provided in this Section.

### **Transfer of Goods to the Customer**

- 8.3. Merchant shall deliver the Goods to the Customer immediately after the conclusion of the Hire Purchase Agreement at the Merchant's premises. In the case of an online Hire Purchase agreement, the Goods shall be delivered at the Merchant's premises or at a location specified by the Customer or at another location agreed with the Merchant. The Merchant shall provide the Goods and other accessories (if any) together with the documents and instructions for their use and, if necessary, shall inform the Customer of the intended use of the Goods. If the Merchant provides a warranty for the Goods, the Merchant shall also provide the Customer with the warranty documents and the warranty terms.
- 8.4. ESTO shall not be responsible for the Goods selected by the Customer, their quality and shall make no warranty as to the quality, quantity, completeness, condition, latent defects, suitability of goods for use. Upon receipt of the Goods, the Customer shall immediately inspect the Goods. Upon acceptance of the Goods, the Customer shall carefully examine the Goods, their documents and the conformity of the Goods with the stated terms. If the Customer notices any defects which render the Goods unfit for use, the Customer shall have the right not to accept the Goods and shall immediately notify the Seller thereof. All claims relating to the Goods, their delivery, condition and quality shall be made by the Customer at the Merchant's expense.
- 8.5. Customer must accept the Goods in accordance with the terms of purchase. Otherwise the Customer assumes all risk of loss and damage to the Goods. If the Customer unreasonably refuses to accept the Goods, ESTO shall have the right to terminate the Contract, in which event the Customer shall reimburse ESTO for any loss incurred by it, including any payment made to the Merchant.
- 8.6. Customer shall contact the Merchant in respect of any non-conformity of the Goods. The Customer shall be entitled to exercise the Customer's rights as a consumer under the provisions of the Consumer Rights Protection Law by requesting, where applicable, the Merchant to either (i) remedy the non-conformity of the Goods; (ii) replace the non-conforming Goods with conforming Goods; (iii) reduce the price of the Goods; or (iv) cancel the purchase and refund the amount paid for the Goods to ESTO.

### **Payments and expenditures**

- 8.7. ESTO shall pay the price of the Goods to the Merchant only after all of the following conditions have been satisfied:
- 8.7.1. Customer has performed all the actions specified in Clause 4.1.1 of the General Terms;
- 8.7.2. Customer has paid the Advance Payment (if applicable), the Contract Fee (if applicable) and any other applicable fees;
- 8.7.3. ESTO has not identified any circumstance that would prevent the conclusion of a Hire Purchase Agreement with the Customer (e.g. creditworthiness not properly assessed, Customer's identity not fully ascertained, etc.).
- 8.8. The payments payable by the Customer to ESTO are set out in the Payment Schedule. Payments are due on the Payment Date specified in the Special Terms. Payment shall be due irrespective of the reasons for (non-) receipt of the invoice, damage to or non-delivery of the Goods (including due to force majeure) and irrespective of the Customer's claims against the Merchant, legal proceedings, unless otherwise provided by law or regulation. The Customer must make payments to ESTO's account, payments to any other account will not be deemed to have been received by ESTO.
- 8.9. Customer shall make payments to ESTO in accordance with invoices issued by ESTO. The sending of invoices to the Customer by e-mail or their posting on the Customer's profile is free of charge.
- 8.10. Customer shall have the right to discharge all or part of any obligation under the Hire Purchase Agreement prior to the agreed date by submitting a written request to ESTO by email and paying to ESTO the Remaining value or part thereof by the agreed date.

## **9. TERMS APPLICABLE TO THE CREDIT LINE AGREEMENT**

### **General terms**

- 9.1. Under the Credit line Agreement, ESTO grants the Customer the right to draw down the loan within the credit limit set out in the Special Terms.
- 9.2. The Credit line Agreement shall be subject to and governed by the provisions set out in the Terms and Conditions, except as otherwise provided in this Section.

- 9.3. The credit line can be linked to the Customer's bank account opened with a licensed payment service provider.
- 9.4. The Parties may agree on an increase of the credit limit, in which case ESTO shall update the financial information of the Customer and reassess the Customer's ability to repay the credit.
- 9.5. The Credit line agreement is for an indefinite period.
- 9.6. Upon repayment of the loan or part thereof in accordance with the procedures set out in the Agreement, the Customer may reuse the funds up to the credit limit.
- 9.7. After the Credit limit has been granted, ESTO may refuse to grant a loan under the Credit limit if:
  - 9.7.1. Customer defaults under the Credit line Agreement or any other agreement with ESTO;
  - 9.7.2. Where the use of credit may be linked to fraud, money laundering or terrorist financing;
  - 9.7.3. Such rights are set out in laws and regulations;
  - 9.7.4. The result of the Customer's credit assessment shows that the Customer will not be able to repay the loan.
  - 9.7.5. The identity of the Customer has not been fully established.

## **Payments**

- 9.8. Customer shall have the right to repay the Loan or any part thereof at any time by paying the accrued Interest calculated on the amount to be repaid and other fees and expenses (if any).
- 9.9. No later than the third Business day of each month, ESTO shall send to the Customer, by email or via the Customer Profile, information on the amount of the credit line used, payments made, fees applied, the amount of the minimum payment amount, if applicable, etc.

## **10. TERMS APPLICABLE TO THE CONSUMER CREDIT AGREEMENT**

### **General terms**

- 10.1. Based on the Consumer Credit Agreement, the Customer obtains a loan from ESTO for private purposes.
- 10.2. Consumer Credit Agreement shall be subject to and governed by the provisions set out in the Terms and Conditions, except as otherwise provided in this Section.
- 10.3. Consumer credit agreement is for a fixed period.
- 10.4. ESTO shall transfer the full amount of the credit to the Customer no later than next business day after the conclusion of the Agreement to the Customer's account opened with a licensed payment service provider, subject to the provisions of Clause 10.5 of the Terms.

### **Payments**

- 10.5. ESTO will transfer the loan to the Customer only after the following conditions have been met:
  - 10.5.1. Customer has performed all the actions specified in Clause 4.1.1 of the General Terms.
  - 10.5.2. Customer has paid the Contract Fee (if applicable) and other applicable fees specified in the Consumer Credit Agreement, if the Agreement requires such fees to be paid before the loan is disbursed.
  - 10.5.3. ESTO has not identified any circumstance that would prevent the conclusion of a Consumer Credit Agreement with the Customer (e.g. creditworthiness has not been properly assessed, Customer's identity has not been fully clarified, etc.).
  - 10.5.4. if ESTO has information that the account specified by the Customer in the loan application belongs to a third party.
  - 10.5.5. where the ESTO has become aware of facts indicating that the Customer is subject to domestic or international Sanctions.
  - 10.5.6. ESTO has become aware that the use of credit may be linked to money laundering or terrorist financing.
  - 10.5.7. Customer has defaults on other loans to ESTO.
  - 10.5.8. the prohibition of the payment in the particular case/situation is provided for by the applicable law.
- 10.6. The payments to be made by the Customer to ESTO are set out in the Payment Schedule. Payments shall be made within the time and in the amount specified in the Special Terms by transfer to the ESTO Account.
- 10.7. ESTO shall invoice and send to the Customer the amount payable on a monthly basis. Sending invoices to the Customer by email or uploading them to the Customer's profile is free of charge.
- 10.8. Customer shall have the right to repay the Loan or any part thereof at any time by paying the accrued Interest calculated on the amount to be repaid and other fees and expenses (if any).

## **11. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING**

- 11.1. ESTO takes action to prevent money laundering and terrorist financing. The measures are implemented using a risk-based approach and the "*know your customer*" principle.

- 11.2. In accordance with the requirements of the regulations, ESTO requires the Customer to provide certain information and documents necessary for the identification of the Customers risk profile and requires the Customer to perform identification activities prior to the conclusion of the Agreement. The Customer identification and risk profiling process is carried out remotely via the Site.
- 11.3. Also during the term of the Agreement, ESTO may request the Customer to provide additional information, update existing information or provide new documents and/or data. Customer undertakes to cooperate with ESTO and to provide ESTO with all requested information and documents in a timely manner. If the requested information or documents are not provided, ESTO shall have the right to terminate the Contract based on the requirements of laws and regulations, regardless of whether the Customer is duly fulfilling its financial obligations under the Agreement.
- 11.4. ESTO may impose restrictions on the Customer(e.g. suspend further withdrawals) in order to fully and properly comply with regulatory requirements and to prevent money laundering and terrorist financing.

## **12. FINAL PROVISIONS**

- 12.1. This Agreement shall be governed by the laws of the Republic of Latvia.
- 12.2. The Parties agree that all actions of the Customer made via email, e-signature and/or other means of identification shall be deemed to be equivalent to transactions concluded in writing and shall have the same legal effect as written documents signed by the Customer.
- 12.3. ESTO shall have the right to unilaterally amend the General Terms and Conditions by notifying the Customer in writing by e-mail and by posting the General Terms and Conditions on the Site at least 30 (thirty) calendar days before the amendment becomes effective. Such unilateral amendment of the General Terms and Conditions shall only be possible if it does not impair the Customer rights or impede the performance of the obligations assumed or if such amendment is required by law, regulation or supervisory authority. The amended General Terms and Conditions shall enter into force from the moment specified in the written notification of ESTO. If the Customer does not agree to the new General Terms and Conditions, the Customer shall have the right to terminate the Agreement unilaterally by repaying the entire outstanding loan and paying the accrued interest.
- 12.4. The Special Terms may be amended or supplemented only by separate written agreement of the Parties. The Customer may submit a request to amend the Agreement via the Website or email.
- 12.5. ESTO is supervised by the Consumer Rights Protection Centre (address: 55 Brīvības Street, Riga, LV-1010, phone: +371 65452554, e-mail: [pasts@ptac.gov.lv](mailto:pasts@ptac.gov.lv) website: <https://www.ptac.gov.lv/lv> ).
- 12.6. Any dispute arising out of the Agreement shall be settled by negotiation, failing which the dispute shall be submitted to a court of competent jurisdiction.
- 12.7. ESTO shall have the right at its sole discretion (i) to engage duly licensed debt collectors to collect overdue payments from the Customer or (ii) to assign its claims against the Customer to duly licensed debt collectors.
- 12.8. Customer notifications to ESTO must be sent by registered letter or email.
- 12.9. ESTO notices to the Customer must be sent by registered letter or by email as specified in the Customers application or Special Terms.
- 12.10. ESTO shall inform the Customer of changes to the contact details by posting them on the Site and by informing the Customer by email. The Customer shall inform ESTO of changes to its contact details by email. The Parties agree that communications sent by e-mail shall be deemed to have been received on the next working day, while communications sent by post by registered mail shall be deemed to have been received on the seventh day following the day on which they are posted.
- 12.11. The General Terms apply to contracts concluded during the period covered by the General Terms.
- 12.12. If any provision of the Agreement becomes invalid and/or is in conflict with the laws of the Republic of Latvia, the remaining provisions of the Agreement shall remain valid and the invalid provisions shall be amended.
- 12.13. The invalidity of one or more of the provisions of the Agreement shall not relieve a Party of its obligation to comply with the other provisions of the Agreement.
- 12.14. The General Terms and any subsequent amendments are published on the Site.
- 12.15. Upon written request by the Customer, the current version of the General Terms and Conditions and the Price List shall be provided to the Customer free of charge by e-mail.
- 12.16. Customer undertakes to inform ESTO after the conclusion of the Agreement of any changes in information that may affect ESTO's ability to contact the Customer (e.g. change of email, address or telephone number, change of name, etc.) or the assessment of the Customers creditworthiness (e.g. termination of employment, additional financial obligations, etc.). In such cases, Customer must inform ESTO immediately, but no later than within 3 (three) business days from the date on which the Customer became aware of the change of information.

### PRICE LIST

|                                                                                                                                                                                                              |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Issuing an invoice in paper format and sending by post (upon Customer's request) on the Website and by email - free of charge                                                                                | 10 EUR    |
| Contract amendment fee (Incl.Payment leave Agreement fee)                                                                                                                                                    | 30 EUR    |
| Credit Limit increase Fee                                                                                                                                                                                    | 30 EUR    |
| Instant payment fee (flash payment)                                                                                                                                                                          | 0 EUR     |
| Transfer of the credit line amount to the Customers bank account - withdrawal fee. The fee is deducted as a percentage of the principal amount to be disbursed. (Applies only to the Credit Line Agreement). | 3,5%      |
| Card and bank link payment initiation service (calculated on the transaction amount)                                                                                                                         | 1%        |
| Late payment reminder fee                                                                                                                                                                                    | 5 -15 EUR |
| Fee for notice of withdrawal sent by email or post (in case of debt)                                                                                                                                         | 20 EUR    |
| Debt recovery costs after withdrawal from the Credit Agreement                                                                                                                                               | 5-50 EUR  |
| Fees for the preparation and issue of statements and documents                                                                                                                                               | 20 EUR    |