

---

## TERMS OF SERVICE

(valid from 09.01.2024)

---

### I Application of Terms of Service

---

- Terms of Service are divided into four parts:
  - Clauses I – XI apply to all Agreements;
  - Clause XII applies only to Hire Purchase Agreements;
  - Clause XIII applies only to Small Loan Agreements;
  - Clause XIV applies only to Credit Line Agreements.
- The type of agreement entered by the Client is indicated by the title of the Agreement (either a Hire Purchase Agreement, a Small Loan Agreement or a Credit Line Agreement, respectively).

### II Definitions

---

<b>ESTO</b>	ESTO AS (registry code: 14180709; address: Laeva 2, Tallinn, 10111)
<b>Price List</b>	List of rates applicable to ESTO services
<b>Hire Purchase Agreement</b>	A payable or a free agreement, which includes payment for goods or products in instalments. In the case of a free Hire Purchase Agreement, the Client is not obliged to pay interest, Monthly fee, or a fee for concluding the Agreement. At the same time, in the case of a free Hire Purchase Agreement, the Client is obliged to pay interest on arrears if overdue, reminder fees and collection costs in case of arrears after the termination of the Hire Purchase Agreement
<b>Goods</b>	Goods or services, the acquisition or consumption of which is financed by ESTO
<b>Credit Line Agreement</b>	Payable credit agreement, which provides the Client with a credit limit
<b>Agreement</b>	All Hire Purchase Agreements, Small Loan Agreements and Credit Line Agreements
<b>Client</b>	A natural person who enters into an Agreement with ESTO
<b>Payment</b>	In the case of a Hire Purchase Agreement and a Small Loan Agreement, a monthly payment in accordance with the Payment Schedule, which in the case of a payable agreement includes the repayment of the credit, the contract fee divided over the period of the Agreement, the monthly interest, and the monthly fee. In case of a Credit Line Agreement, the monthly repayment of the credit, which includes the minimum monthly repayment of the credit, interest, a monthly fee and a withdrawal fee
<b>Payment Schedule</b>	A payment schedule forming part of the Hire Purchase Agreement or the Small Loan Agreement
<b>Other fees and expenses</b>	ESTO fees, the rates of which are established in the Price List, including the fee for a delay of a Payment, the fee for a reminder letter sent by e-mail or SMS, the fee for a reminder letter sent by post, the fee for the withdrawal from the Agreement from ESTO's side by e-mail or post, fee for collection proceedings and other fees fixed in the Price List, as well as other costs of performing the necessary operations in the interest of the Client
<b>System</b>	The information technology solution used by ESTO, through which the Agreement was concluded
<b>Terms of Service</b>	These Terms of Service
<b>Small Loan Agreement</b>	A payable credit agreement, under which credit is returned in instalments

### III General provisions

---

- The Terms of Service, the Price List and the Principles of Processing Client Data form an integral part of each Agreement.
- The current versions of the Terms of Service, the Price List and the Principles of Processing Client Data are available on the ESTO website [www.esto.eu/ee](http://www.esto.eu/ee).
- Capitalized terms, that are specified in the Agreement, have the definitions ascribed to them in the Agreement in these Terms of Service.

4. Estonian law shall apply to the Agreement.

## **IV Client confirmations**

---

1. Client confirms that:
  - 1.1. he is an adult, and the conclusion of the Agreement corresponds to his creditworthiness;
  - 1.2. in the case of a payable Agreement, he has received the information required by law regarding the Agreement (incl. the European Consumer Credit Information Sheet) before concluding the Agreement, has been advised or offered the opportunity to do so, and has read the European Consumer Credit Information Sheet and other pre-agreement information;
  - 1.3. he has read and agrees to the Terms of Service, the Price List, and the Principles of Processing Client Data;
  - 1.4. the information, including information about his financial situation, provided by him to ESTO (and the other parties to the Agreement) is and will be true and exhaustive, and he is aware of and has understood the obligations set forth by the Agreement and the Terms of Service, including the obligation to provide the information needed for commencement of a business relationship, and liability arising from the provision of untrue information;
  - 1.5. at the request of ESTO (or another party to the Agreement), shall provide proof of his own income from the last 4-12 months (bank statement certified by the bank);
  - 1.6. he agrees that the Terms of Service, the Price List, and the Principles of Processing Client Data do not need to be signed separately upon concluding the Agreement;
  - 1.7. the Agreement is in accordance with his will and he wishes to conclude the Agreement under the given conditions;
  - 1.8. he has no extraordinary need, dependency, or inexperience to enter into the Agreement;
  - 1.9. ESTO (or the other party to the Agreement) has warned him that non-payment of Payments or other amounts due (incl. interest) may have serious negative consequences for the Client (e.g. filing a claim against the Client's property) and such action may complicate the Client's ability to obtain credit in the future (whether from ESTO or another lender) and/or affect the terms of the credit granted to the Client.

## **V Rights and obligations of the parties**

---

1. The Client undertakes to pay the Payments and other fees due in accordance with the Agreement (incl. the Payment Schedule), indicating the reference number indicated in the invoice in the payment order or for payment of the Payment or other fees due deriving from a specific Agreement, the reference number indicated in that Agreement. The Payment and other fee due shall be deemed to have been paid upon receipt of the corresponding amount in the ESTO bank account. If the amounts paid by the Client are not sufficient to fulfil all the Client's obligations, it shall be deemed that the costs have been incurred first to cover the costs incurred in recovering the debt, then the repayments of the credit which have become due, thirdly the interest which has already become due and, finally, interest on arrears, contractual penalties and other fees and costs which have become due.
2. The Client sees the amounts payable to ESTO based on the Agreement (incl. principal, interest and interest on arrears) and the due dates for their payment on the ESTO website in the client self-service area (for entry into which the Client must identify himself using an ID card, Mobile ID or Smart-ID).
3. ESTO has the right to assign claims against the Client arising from the Agreement. In case of assignment of a claim, the rights arising from accessory obligations and the security shall transfer to the new obligee. ESTO notifies the Client of the assignment of the claim in accordance with the Law of Obligations Act.
4. ESTO, as the representative of the other parties to the Agreement, is authorized to submit to the Client all statements of intent related to the Agreement.
5. The Client may not transfer the rights arising from the Agreement to third parties.
6. The Client has no right to set off his obligations under the Agreement against his claims against ESTO or any other party to the Agreement.
7. The Client undertakes to notify ESTO immediately if there are any changes in the information submitted by the Client to or to be submitted to ESTO or in the accuracy of any of the confirmations given in clause IV.
8. The Client is obliged to pay Other fees and expenses to ESTO in connection with the performance, amendment, or termination of the Agreement.
9. The Client has the right to immediately receive information about the data used to assess his creditworthiness.
10. The Client may request for free during the validity of the Agreement a Payment Schedule from ESTO for a fixed-term Agreement, which shall be provided by ESTO within a reasonable time.

## **VI Liability**

---

1. A party to the Agreement shall be liable for damage caused to the other party to the Agreement by non-performance or improper performance of its obligations intentionally or due to gross negligence. ESTO is not liable for consequential damages (incl. loss of income). To the maximum extent permitted by law, ESTO excludes its liability for damage caused by:
  - 1.1. third parties, including other parties to the Agreement, including through services provided or information transmitted through ESTO;
  - 1.2. malfunctions of ESTO information systems;
  - 1.3. improper compliance of ESTO with the notification obligation;
  - 1.4. ESTO's lack of knowledge of limitations of a person's passive or active legal capacity or impaired decision-making ability.
2. If any of the confirmations given by the Client in clause IV of the Terms of Service is untrue or inaccurate, or if the Client violates the obligations set forth in clause V.5, V.7, VIII.3 or IX.2 of the Terms of Service (or has performed an act the content or purpose of which is to breach of such obligation, regardless of whether such an act has a legal effect on ESTO), the Client is obliged to pay ESTO a contractual penalty each time at the rate provided in the Price List.
3. Payment of interest on arrears or contractual penalties does not release the Client from the performance of the breached

obligation or other obligation under the Agreement and does not deprive ESTO of the right to demand compensation for the relevant damage and/or prematurely cancel the Agreement on the basis set forth in the Agreement or on the basis of other grounds set forth in the legislation.

4. If the Client fails to perform the payment obligations arising from the Agreement (except for the payment of interest) on time, the Client is obliged to pay interest on arrears to ESTO on the amount not paid on time at the rate provided in the Price List. To the interest on arrears may be added the collection costs with the rate(s) specified in the Price List.

## **VII Modification and termination of the Agreement**

---

1. ESTO has the right:
  - 1.1. with a good reason to unilaterally alter the rate of interest and other fees applicable to the Agreement according to the Agreement and the Price List;
  - 1.2. without a good reason to unilaterally alter the terms of the Agreement, incl. but not limited to these Terms of Service, and Principles of Processing Client Data, if alteration of the terms is not unreasonable with regard to the Client.
2. ESTO notifies the Client about the alternations referred to in clause VII.1 via ESTO's website [www.esto.eu/ee](http://www.esto.eu/ee) or in any other way at least 30 (thirty) days in advance, unless otherwise provided by legislation. If the Client does not agree with such changes, the Client has the right to cancel the Agreement during this notice period in accordance with the procedure provided in the Terms of Service. If the Client does not cancel the Agreement within the above term, it shall be deemed that the Client has accepted all the changes in their entirety.
3. ESTO has the right to unilaterally alter the Agreement, incl. but not limited to the Terms of Service, the Price List and the Principles of Processing Client Data, also the rate of interest applicable to the Agreement, in a direction more favorable to the Client or if required by applicable law or the competent supervisory authority or if the alternation concerns adding a new service by notifying the Client immediately via ESTO's website [www.esto.eu/ee](http://www.esto.eu/ee) or in any other way.
4. The regulation referred to in clauses VII.1-VII.3 does not apply to the changes of unfixed interest rate up to the initial (maximum) interest rate, if application of an unfixed interest rate has been agreed on in the Agreement. In such case the actual interest rate enters into force and applies automatically upon fulfillment of the conditions set forth in the Agreement and informing the Client by ESTO about change of the interest rate in a manner set forth in the Agreement.
5. In other cases, not regulated under clauses VII.1-VII.4, the Agreement may be amended only by the conclusion of an Annex Agreement, whereby the Annex Agreement shall be deemed to have been concluded between the Parties if it is entered into through the System. In case an amendment of the Agreement increases the credit amount or limit the Annex Agreement must be concluded in the same form as the Agreement.
6. ESTO may withdraw from the Agreement or cancel it prematurely by notifying the Client at least in a form that can be reproduced in writing, if
  - 6.1. any confirmation given by the Client in clause IV of the Terms of Service (except for the confirmation given in clause IV.1.8) is not true or is inaccurate, or
  - 6.2. The Client is fully or partially late in paying at least three consecutive Payments or part thereof and ESTO has unsuccessfully given the Client an additional two weeks' deadline to pay the overdue amount with a warning that ESTO will cancel the Agreement in the event of non-payment of the payments by this deadline and demand full payment, or
  - 6.3. The Client is in breach of any other agreement entered into with ESTO or a company belonging to the same group and has not remedied the breach within the additional two weeks' deadline granted by ESTO. This clause also applies if the Client violates one of several Agreements concluded with ESTO, or
  - 6.4. The Client or the Client's representative has submitted incorrect or incomplete data or documents to ESTO or another party to the Agreement or refuses to submit the documents and/or data requested by ESTO or another party to the Agreement, or
  - 6.5. The Client or the Client's representative has not provided ESTO or another party to the Agreement with sufficient data or documents to establish the identity of the person or confirm the legal origin of the money, or ESTO and/or the other party to the Agreement suspects the Client for a good reason in money laundering or terrorist financing, or
  - 6.6. the Client has not provided ESTO with true data about his financial situation or has not informed ESTO about deterioration of his financial situation or other circumstances, that may hinder the Client from fulfilling his obligations correctly, or
  - 6.7. there is another legal basis, including if the continuation of the Agreement is hindered by a legal obstacle such as restriction of active legal capacity, inconsistency or lack of representation rights, or if the termination of the Agreement is requested by a supervisory authority, or
  - 6.8. Criminal, enforcement or bankruptcy proceedings have been initiated against the client (incl. a temporary trustee has been appointed during the processing of the bankruptcy petition), or
  - 6.9. The Client has passed or deleted from the register.
7. Termination of the Agreement shall not affect falling due or satisfaction of financial claims arising before the termination of the Agreement.
8. The Client has the right to withdraw from the Agreement (in the case of a Hire Purchase Agreement also only from the consumer credit agreement or free Hire Purchase Agreement included in the Agreement) within 14 days from the conclusion thereof without giving any reason.
9. To exercise the right of withdrawal, the Client shall submit a withdrawal application to ESTO by e-mail or post at the address specified in the Agreement within the term specified in the previous clause. In the event of withdrawal from the Agreement, the Client shall pay to ESTO the amount of credit in use and the interest accrued by the date of payment no later than 30 calendar days after sending the application for withdrawal from the Agreement, otherwise, the Client shall be deemed not to have withdrawn from the Agreement.
10. The Agreement terminates with the full performance of the obligations arising from the Agreement by the Client (except for the Credit Line Agreement), withdrawal from the Agreement or cancellation of the Agreement.

## **VIII Procedure for transmitting applications and notifications**

---

1. All applications and notices under or in connection with the Agreement, which must be made in writing or in a form that can be reproduced in writing, shall be forwarded to the appropriate postal or e-mail address specified in the Agreement.
2. ESTO informs the Client about new contact information on its website [www.esto.eu/ee](http://www.esto.eu/ee).
3. During the duration of the Agreement, the Client undertakes to immediately notify ESTO in writing or by e-mail of his changed postal or e-mail address or phone number. The information shall be deemed to have changed accordingly upon receipt of the notification.

## **IX Prevention of money laundering**

---

1. ESTO takes measures to prevent money laundering and terrorist financing. The measures are based on the risk-based and "know your customer" principle, i.e. ESTO selects and applies the appropriate measure to the extent that corresponds to the level of risk of a particular Client and/or transaction.
2. Upon concluding the Agreement, ESTO must establish the identity of the Client and the Client's representative and request additional information (the same obligation may lie with the other party to the Agreement). ESTO may do so upon concluding any Agreement (regardless of whether any Agreement has already been entered into between the Client and ESTO). The Client undertakes to immediately notify ESTO and the other parties to the Agreement if there are changes in the information provided by the Client. ESTO has the right to establish the identity in a manner acceptable to ESTO.
3. ESTO establishes the identity of the Client and the Client's representative based on documents acceptable to ESTO that comply with the requirements of applicable legislation (primarily ID-card, Mobile-ID and Smart-ID). ESTO identifies the right of representation of the Client's representative based on documents acceptable to ESTO.
4. To prevent money laundering and terrorist financing, ESTO has, inter alia, the right to:
  - 4.1. regularly check the information on the basis of which the Client, the Client's representatives, and the Client's beneficial owners are identified and, if necessary, to request the Client to submit additional information and/or documents;
  - 4.2. re-establish the identity of the Client and/or the Client's representative if there is any doubt as to the accuracy or up-to-date status of the information collected during the previous establishment of identity;
  - 4.3. establish restrictions on the use of the service by the Client to the extent and for the duration determined by ESTO;
  - 4.4. monitor the use of ESTO services by the Client;
  - 4.5. require the submission of information and documents about the Client, about the Client's representative, about the Client's activities, about the Client's planned transaction, about the origin of the Client's funds and about the Client's beneficial owners;
  - 4.6. refuse to accept the third-party payments and return them to the payment accounts where the transfer was made from.
5. For avoidance of doubt: both other parties to the Agreement and the parties to the Agreement related to the Agreement have the right to independently apply all the measures specified in this clause IX and request the necessary information from the Client; the provision of information to ESTO shall not be deemed to be the provision of information to those persons unless the person concerned himself confirms otherwise.

## **X Other conditions**

---

1. Previous declarations of intent or agreements not included in the Agreement shall not be considered as a part of the Agreement.
2. Delay in the exercise of a right or performance of an obligation under this Agreement shall not constitute a waiver of such right or obligation; the separate or partial exercise or exercise of any right shall not exclude the exercise or exercise of that right in any other way or the exercise of any other right and/or obligation.
3. The invalidity of any individual provision of the Agreement does not release a party from the obligation to comply with other provisions of the Agreement and does not result in the invalidity of the whole Agreement or other provisions of the Agreement or other parts of the same provision.
4. The Client may submit all complaints against ESTO to the ESTO postal or e-mail address specified in the Agreement or on ESTO's website [www.esto.eu/ee](http://www.esto.eu/ee) (see clause VIII.2). The Procedure for Resolution of Complaints can be found on ESTO's website [www.esto.eu/ee](http://www.esto.eu/ee).
5. ESTO processes the Client's personal data in accordance with the Principles of Processing Client Data. With every application to ESTO in connection with the Agreement (incl. submission of an application, conclusion of the Agreement, forwarding of a notice), the Client accepts the Principles of Processing Client Data, confirms that he has the right to transfer the these personal data to ESTO and provides ESTO and persons belonging to the same consolidation group as ESTO his consent to process the Client's personal data in accordance with the Principles of Processing Client Data.
6. The Agreement shall enter into force:
  - 6.1. it is concluded through the System, and
  - 6.2. the Client has signed it with the use of an ID-card, Mobile-ID or Smart-ID or in case of free Hire Purchase Agreement, if ESTO offers such option in the System, the Client has confirmed it through the System and
  - 6.3. ESTO has affixed to it a mechanical imprint of its board member's signature.
7. For the sake of clarity: the procedure of entry into force of the Agreement referred to in clause X.6 shall not apply to the alteration of the Agreement in a manner referred to in clauses VII.1-VII.4, in case of which the alterations shall enter into force upon notification made by ESTO in a manner referred to in clauses VII.1-VII.4.
8. Upon concluding the Agreement, ESTO represents all its other parties (except for ESTO and the Client) (i.e. no declaration of intent of other representatives than ESTO and the Client is required to enter into the Agreement).

## **XI Supervisory authority and dispute settlement**

---

1. ESTO is supervised by the Estonian Financial Supervision and Resolution Authority (postal address: Sakala 4, 15030 Tallinn, tel.: 6 680 500, e-mail: [info@fi.ee](mailto:info@fi.ee), homepage: [www.fi.ee](http://www.fi.ee)).

2. The Consumer Protection and Technical Regulatory Authority supervises the protection of Client's rights (postal address; Endla 10A, 10122 Tallinn, tel.: 6 201 707, e-mail: [info@ttja.ee](mailto:info@ttja.ee), homepage: [www.ttja.ee](http://www.ttja.ee)).
3. Disputes arising from the Agreement (incl. the Terms of Service, the Price List and the Principles of Processing Client Data) shall be resolved through negotiations. If no agreement is reached, the dispute shall be settled by the courts of the Republic of Estonia. The court of the first instance in resolving disputes is the Harju County Court. The agreement conferring jurisdiction set out in this clause shall apply to the extent that, and provided that, it is not prohibited by mandatory provisions of the law in a particular dispute. The client also has the right to contact the competent body conducting pre-trial proceeding(s), such as the Consumer Disputes Committee (postal address: Endla 10A, 10122 Tallinn, tel.: : 6 201 707, e-mail: [avaldu@komisjon.ee](mailto:avaldu@komisjon.ee), homepage: <https://ttja.ee/en/consumer-disputescommittee>; [Complaints arising from a contract entered into via electronic means of communication may also be submitted to via the online complaints resolution environment at <http://ec.europa.eu/odr>](#)), to resolve the dispute.

## **XII Hire Purchase Agreement**

---

### **General Provisions**

1. On the basis of the Hire Purchase Agreement and under the conditions provided therein, the Seller sells the Goods to the Client and the Client undertakes to pay ESTO for it in accordance with the Hire Purchase Agreement (incl. the Payment Schedule).
2. The type of credit provided by ESTO to the Client on the basis of a Hire Purchase Agreement is hire purchase (credit for acquiring a product or paying for a service).
3. The Client will take the credit amount into use in full after concluding the Hire Purchase Agreement.
4. Interest only applies to a payable contract. If interest is applied, it is calculated on the basis of the interest rate, based on the difference between the credit amount and the Deposit. Interest is not divided proportionally between Payments.

### **Goods**

5. The Seller shall deliver the Goods to the Client immediately after concluding the Hire Purchase Agreement at the Seller's location, in the case of a Hire Purchase Agreement concluded via the Internet, in accordance with the agreement, either at the Seller's or the Client's location or at another agreed location. Together with the Goods, the Seller shall also hand over to the Client the documents and instructions for use and other accessories belonging to the Goods and, if necessary, inform the Client of the intended use of the Goods. If the Seller provides a warranty for the Goods, the Seller shall additionally hand over the warranty documents and conditions to the Client.
6. Upon receipt of the Goods, the Client is obliged to immediately inspect the Goods for the purpose of ascertaining the conformity of the Goods and obvious defects.
7. From the moment of delivery of the Goods to the Client, the Client is responsible for ensuring the maintenance and preservation of the Goods and for prudent use, and bears all costs and risks related to the maintenance, storage, and use of the Goods.
8. The Client undertakes to ensure the preservation of the Goods during the entire term of the Hire Purchase Agreement until the proper fulfilment of all obligations arising from the Hire Purchase Agreement in the condition in which the Goods were at the time of delivery to the Client, taking into account natural and normal wear and tear. The removal of the Goods from the Client's possession, destruction, loss, damage or any other similar event does not release the Client from liability and performance of the obligations under the Hire Purchase Agreement.
9. Ownership of the Goods shall pass to the Client after payment of the last Payment and all other payments payable under the Hire Purchase Agreement (reservation of ownership), unless
  - 9.1. it is not possible due to the nature of the Goods (e.g. the Goods are a non-material service), or
  - 9.2. the Goods are a vehicle subject to registration in the national register. In this case, the ownership right is transferred to the Client upon concluding the Hire Purchase Agreement.
10. Until the fulfilment of the condition specified in clause XII.9 of the Terms of Service (i.e. until the transfer of ownership of the Goods to the Client), the ownership of the Goods belongs to ESTO and the Seller and ESTO hereby agree on the transfer of ownership of the Goods to ESTO by assigning the right to demand the delivery to ESTO. This does not preclude or limit the transfer of ownership of the Goods to the Client after the last Payment has been made and all other obligations arising from the Hire Purchase Agreement have been fulfilled.
11. The Client may not dispose of or encumber the Goods in any way until all payments due under the Hire Purchase Agreement have been made and the ownership of the Goods has been transferred to the Client.
12. The Seller shall perform the obligations concerning the Goods arising from the Sales Warranty, the Hire Purchase Agreement, and the law, including those arising in connection with the non-compliance of the Goods with the terms of the contract. If the Seller violates the sales agreement contained in the Hire Purchase Agreement or the sales agreement financed by the Hire Purchase Agreement, especially if the Goods do not comply with the terms of the sales agreement, the Client may file claims arising from the sales agreement or law against the Seller and not against ESTO. The Client is obliged to notify the Seller of the non-compliance of the Goods with the terms of the agreement within two months after the Client became aware of the non-compliance. If the Seller fails to fulfil the obligation to deliver the Goods or if the Goods do not comply with the agreed conditions and the Seller has unjustifiably refused to satisfy the application for the use of legal remedies, the Client may withdraw from the Hire Purchase Agreement in accordance with clause XII.21.
13. The Client confirms that he is aware that despite the assignment of the claims arising from the Hire Purchase Agreement to ESTO, the Seller is responsible for the conformity of the Goods, therefore all notifications concerning defects in the Goods must be submitted to the Seller, and ESTO is not liable for defects in the Goods or responsible for forwarding respective notifications.
14. In addition to notifying the Seller, the Client undertakes to immediately, but not later than within five calendar days from the relevant event, notify ESTO in a form reproducible in writing of the breach of the sales agreement contained in or financed by the Hire Purchase Agreement or the damage or partial or complete destruction or loss of the Goods, but also circumstances and events that may prevent or make it impossible for the Client to perform obligations arising from the Hire Purchase Agreement.

15. If the Client violates the obligation set forth in clause XII.11 of the Terms of Service (or has performed an act the content or purpose of which is to violate such obligation, regardless of whether such act has legal consequences for ESTO), the Client is obliged to pay ESTO a contractual penalty with a rate specified in the Price List.

## **Payments**

16. The Client confirms that he is aware that the Seller has assigned to ESTO as a factor all claims arising from the Hire Purchase Agreement, including claims against the Client for Payments and other amounts payable under the Hire Purchase Agreement and collateral claims of such claims for payment (especially claims for interest on arrears and damages arising from the breach of the obligation to pay).
17. The Client is obliged to pay the Payments set out in the Hire Purchase Agreement and other amounts payable under the Hire Purchase agreement even if after the delivery of the Goods to the Client, but before making the last Payment, the Goods have been destroyed, damaged, or lost, regardless of whether the Client is liable for destruction, damage or loss of the Goods. The obligation to properly perform the payment obligations arising from the Hire Purchase Agreement is not affected by the issuance of the invoice by ESTO or its receipt by the Client.
18. The Client is aware and agrees that payments made on the basis of the Hire Purchase Agreement are deemed to be made only if they have been made to ESTO.
19. The Client may partially or fully fulfil the obligations arising from the Hire Purchase Agreement prematurely by submitting a corresponding application, where the sum to be returned prematurely, to ESTO at least in a form that can be reproduced in writing and paying ESTO the residual cost or part thereof prematurely. In this case, ESTO has the right to demand a fee from the Client for early termination of the Agreement.

## **Legal remedies**

20. The Client has the right to withdraw from the contract for the acquisition of the Goods contained in or financed by the Hire Purchase Agreement within 14 days from the receipt of the Goods without giving any reason. In this case, he is also considered to have withdrawn from the consumer credit agreement contained in the Hire Purchase Agreement (or from the free Hire Purchase Agreement). In order to exercise the right of withdrawal, the Client shall submit a withdrawal application to the Seller and ESTO by e- mail or post to the address specified in the Hire Purchase Agreement within the term specified in this clause. In the event of withdrawal from the contract for the acquisition of the Goods related to the Hire Purchase Agreement, the Client must return the Goods to the Seller or reimburse the value thereof.
21. In the event of a breach of the Hire Purchase Agreement by the Seller, the Client may use the legal remedies provided for in the Law of Obligations Act. Due to the breach by the Seller, the Client may not refuse to fulfil his obligation to ESTO, except in the case imperatively provided by law. If the Seller fails to fulfil the obligation to deliver the Goods or if the Goods do not comply with the terms of the agreement and the Seller has unjustifiably refused to satisfy the Client's application for legal remedies, the latter may withdraw from the Hire Purchase Agreement (incl. the consumer credit agreement contained therein or the free Hire Purchase Agreement) or refuse to perform its obligation arising from the Hire Purchase Agreement (incl. the consumer credit agreement contained therein or the free Hire Purchase Agreement).
22. If the Client withdraws from the consumer credit agreement contained in the Hire Purchase Agreement or the free Hire Purchase Agreement within 14 days of concluding the Hire Purchase Agreement without giving any reason, he may also withdraw from the contract for the acquisition of the Goods contained in or financed by the Purchase Agreement within the same term by submitting a withdrawal application to the Seller's e-mail or postal address indicated in the Hire Purchase Agreement.
23. If the Client withdraws from the contract for the acquisition of the Goods contained in or financed by the Hire Purchase Agreement and returns the Goods and in connection with this is deemed to have withdrawn from the consumer credit agreement contained in the Hire Purchase Agreement or from the free Hire Purchase Agreement, the Seller shall pay/return the used credit amount to ESTO on behalf of the Client (at the expense of the sales price of the Goods to be returned). Withdrawal from the Hire Purchase Agreement takes place at the expense of the Client and the Client is obliged to reimburse the Seller for the usual costs of returning the Goods, taking into account the imperative restrictions arising from legislation:
  - 23.1. if the credit amount has been received by the Seller, the rights and obligations of the Seller arising from the withdrawal from the contract for the acquisition of the Goods contained in or financed by the Hire Purchase Agreement shall be transferred to ESTO;
  - 23.2. the Seller shall bear the costs related to the return of the Goods and the related risk, except for the usual costs of returning up to 10 euros, which shall be made at the expense of the Client provided that the Goods comply with what was ordered.

## **XIII Small Loan Agreement**

---

### **General Provisions**

1. On the basis of the Small Loan Agreement and under the conditions provided therein, ESTO provides the credit to the Client and the Client undertakes to return it to ESTO in accordance with the Small Loan Agreement (incl. the Payment Schedule).
2. The type of credit provided by ESTO to the Client on the basis of a Small Loan Agreement is unsecured consumer credit.
3. ESTO shall transfer the credit sum in full to the Client's personal bank account referred to in the Small Loan Agreement within 3 banking days from concluding the Small Loan Agreement and fulfilment of all the preconditions for the transfer of the credit sum set forth in the agreement.
4. The interest is calculated on the basis of the interest rate, based on the credit amount. Interest is not divided proportionally between Payments.
5. ESTO may refuse to provide credit if (i) the Client has failed to perform the obligation provided for in the Small Loan Agreement, (ii) ESTO has become aware of a fact indicating that there is an increased risk that the Client will not be able to repay the credit (incl. based on the changes in ESTO's internal requirements for creditworthiness assessment), (iii) ESTO has become aware of a fact indicating that the security features of the Client's card have become available to a third party, (iv) (when the credit is used so that it is transferred to the Client's bank account) ESTO has become aware of a fact indicating that the security features required for the use of the Client's bank account have become available to a third party, (v) ESTO has become aware of the fact indicating that the use of the credit may be related to fraud, money laundering or terrorist financing, (vi) ESTO has become aware of a fact indicating that the Client is subject to international sanctions,

(vii) the Client has not provided ESTO required documents or information or has provided untrue documents or information, (viii) the identity of the Client or the Client's representative or the correctness of the provided documents require additional check, (ix) such a possibility is provided by the law applicable to the particular situation, or (x) in the cases provided for in the Terms of Service.

### **Payments**

6. The Client may partially or fully fulfil the obligations arising from the Small Loan Agreement prematurely by submitting a corresponding application, where the sum to be returned prematurely has been indicated, to ESTO at least in a form that can be reproduced in writing and paying ESTO the residual credit sum or part thereof prematurely. In this case, ESTO has the right to demand a fee from the Client for early termination of the Agreement. In case of premature fulfilment of the obligations, the Client does not owe interest or other fees for the period when the credit sum is not used.

### **Legal remedies**

7. The Client has the right to withdraw from the Small Loan Agreement within 14 days from the conclusion thereof without giving any reason. To exercise the right of withdrawal, the Client shall submit a withdrawal application to ESTO by e-mail or post at the address specified in the Small Loan Agreement within the term specified in the previous sentence.

## **XIV Credit Line Agreement**

---

### **General Provisions**

1. ESTO provides credit to the Client within the agreed credit limit.
2. The type of credit provided by ESTO to the Client on the basis of the Credit Line Agreement is a credit line (a credit that the Client may repay at any time and which the Client can use again after repayment).
3. A Credit Line Agreement is concluded for an indefinite period.
4. The Client can use the credit at any time by requesting the transfer of the credit to his bank account specified in the Credit Line Agreement or notified by the Client to ESTO on the ESTO website in the client self-service area (IBAN line)(for entry into which the Client must identify himself using an ID card, Mobile ID or Smart-ID).
5. The desired amount will be paid out to the Client's personal bank account within at least 3 business days.
6. ESTO may refuse to provide credit if (i) the Client has failed to perform the obligation provided for in the Credit Line Agreement, (ii) ESTO has become aware of a fact indicating that there is an increased risk that the Client will not be able to repay the credit (incl. based on the changes in ESTO's internal requirements for creditworthiness assessment), (iii) ESTO has become aware of a fact indicating that the security features of the Client's card have become available to a third party, (iv) (when the credit is used so that it is transferred to the Client's bank account) ESTO has become aware of a fact indicating that the security features required for the use of the Client's bank account have become available to a third party, (v) ESTO has become aware of the fact indicating that the use of the credit may be related to fraud, money laundering or terrorist financing, (vi) ESTO has become aware of a fact indicating that the Client is subject to international sanctions, (vii) the Client has not provided ESTO required documents or information or has provided untrue documents or information, (viii) the identity of the Client or the Client's representative or the correctness of the provided documents require additional check, (ix) such a possibility is provided by the law applicable to the particular situation, or (x) in the cases provided for in the Terms of Service.

### **Payments**

7. The Client may return all or part of the used credit at any time by paying the interest and Other fees and expenses that have become due at the time of repayment.
8. The Client sees in ESTO's client self-service area (for entry into which the Client must identify himself using an ID card, Mobile ID or Smart-ID), incl. in an invoice presented via the client self-service area the following information:
  - 8.1. the exact period, which is reflected in the credit account statement;
  - 8.2. credit amounts used by the Client and dates of use;
  - 8.3. credit balance;
  - 8.4. amounts and dates of payments made by the Client;
  - 8.5. Other fees and expenses taken from the Client or payable by the Client;
  - 8.6. the minimum amount payable to ESTO.

### **Termination**

9. The Client may terminate the Credit Line Agreement at any time. In this case, the Client will no longer be able to use any additional credit from the end of the Credit Line Agreement; the repayment term of the credit already drawn down is not affected by the termination.
10. ESTO may terminate the Credit Line Agreement at any time with at least two months' notice. The notice must be in a form that can be reproduced in writing. In this case, the Client will no longer be able to use additional credit from the end of the Credit Line Agreement; the repayment term of the credit already drawn down is not affected by the termination.

## **Price List**

---

Issuance of an invoice on paper (according to the Client's wish)(applies to all contract types)	10 EUR
Agreement amendment fee (applies to all contract types)	15 EUR
Monthly fee (applies only to the Credit Line Agreement)	0 EUR

Credit limit increase fee (applies only to the Credit Line Agreement)	15 EUR
Transfer of credit to the Client's bank account (withdrawal fee) (applies only to the Credit Line Agreement)	0 EUR
Recurring credit analysis fee (applies only to the Credit Line Agreement)	15 EUR
Express withdrawal fee (applies only to the Credit Line Agreement)	19.90 EUR
Bank link payment fee (calculated from the transaction amount)	1%
Reminders sent for late payment (applies to all contract types, incl. free Hire Purchase Agreements)	up to 5 EUR
Fee for notice of withdrawal/termination sent by e-mail or post (in case of indebtedness) (applies to all contract types, incl. free Hire Purchase Agreements)	20 EUR
Collection costs after the end of the Agreement (applies to all contract types, incl. free Hire Purchase Agreements)	<p>in the total amount of up to 30 EUR (in this case, up to 15 EUR may be demanded for the first paid reminder letter sent to the borrower and up to 5 EUR for each of the next two letters), if the claim is up to 500 EUR;</p> <p>in the total amount of up to 40 EUR (up to 20 EUR may be demanded for the first paid reminder letter sent to the borrower and up to 5 EUR for each of the next two letters), if the claim is 501-1000 EUR;</p> <p>in the total amount of up to 50 EUR (up to 25 EUR may be demanded for the first paid reminder letter sent to the borrower and up to 5 EUR for each of the next two letters) if the claim is more than 1000 EUR</p>
Fee for preparation and issuance of certificates and documents (applies to all contract types, incl. free Hire Purchase Agreements)	5 EUR
Fee for early termination of the Agreement (does not apply to the Credit Line Agreement and free Hire Purchase Agreement)	1% of the amount of credit repaid early, if the period between the early repayment of the credit and the termination of the agreement is longer than 1 year, and 0.5% of the amount of credit repaid early for a shorter period
The annual interest rate on arrears (applies to all contract types, incl. free Hire Purchase Agreements)	Interest rate fixed in the Agreement or if an unfix interest rate applies to the Agreement, then the actual interest rate that applies according to the terms of determining the unfix interest rate; in its absence or at a lower rate, the latest interest rate applied by the European Central Bank to its main refinancing operations before 1 January and 1 July of each year, plus 8% per annum
The daily interest rate on arrears (applies to all contract types, incl. free Hire Purchase Agreement)	1/360 of the annual interest rate on arrears
Penalty	3% of the remaining outstanding credit amount