monefit

CREDIT AGREEMENT NO.

Date of conclusion:

Parties:

CREDITOR

Name:	**Monefit Estonia OÜ**
Registration number:	12449415
Address:	Kai 4, 10111 Tallinn
Telephone:	6 988 488
Email:	info@monefitcard.ee

and

BORROWER

Name:
Personal identification number:
Address:
Telephone:
Email:

1. GENERAL PROVISIONS

1.1. This credit agreement (**the 'Agreement'**) governs the relationship between the Creditor and the Borrower in relation to the credit granted by the Creditor to the Borrower (**the 'Credit'**).

1.2. To apply for the Credit, the Borrower shall create a user account in the Monefit app. When creating the account, the Borrower shall enter their personal details in accordance with the instructions displayed in the Monefit app and verify their identity using an authentication method accepted by the Creditor, such as an ID card, Mobile-ID or Smart-ID. The Creditor may also verify the Borrower's identity by other means.

1.3. The Borrower shall submit a credit application, together with the necessary information and documents, via the Monefit app and complete a questionnaire to enable the Creditor to assess the Borrower's creditworthiness and apply due diligence measures, including measures required under the 'know your customer' principle. If the questionnaire is not completed or the required documents are not submitted, the credit application cannot be processed.

1.4. The Borrower is responsible for the accuracy of the information provided and undertakes to update their details immediately in the Monefit app or through customer support if any of those details change. The Borrower is solely responsible for any misuse of their authentication credentials (including their username and password) and shall notify the Creditor immediately of any actual or suspected misuse of those credentials.

1.5. Upon receiving a credit application, the Creditor shall provide the Borrower, by email and/or via the Monefit app, with the European Standard Information Sheet on Consumer Credit (**the 'Information Sheet'**), setting out the terms and conditions of the Credit requested by the Borrower. The Borrower must carefully review the Information Sheet and confirm that they wish to obtain the Credit on the terms set out in the Information Sheet and this Agreement. The Borrower confirms that they have read the Information Sheet and this Agreement and wish to obtain the Credit on those terms. The Information Sheet shall form an annex to, and an integral part of, this Agreement.

1.6. The Creditor shall assess the Borrower's creditworthiness and carry out the necessary due diligence measures, including measures required to comply with the 'know your customer' principle, on the basis of the information and/or documents submitted by the Borrower and any information and/or documents obtained from third parties during the creditworthiness assessment. If the credit decision is positive, the Creditor shall set a Credit Limit based on the Borrower's creditworthiness, up to which the Borrower may carry out Card Transactions.

1.7. The Creditor's fees and the limits applicable to Card Transactions are set out in the Monefit app and/or on the Website in the Price List.

2. DEFINITIONS

The terms used in this Agreement shall have the following meanings:

2.1. **Invoice** means a document made available by the Creditor in the Monefit app and/or sent to the Borrower's email address on the first day of each month for the preceding Calendar Month, setting out the Minimum Repayment, all Flex Instalments under Flex Plans activated during the relevant period, accrued Interest and any other amounts due.

2.2. **Flex** is an alternative repayment method for the Credit that allows the Borrower to convert a single Card Transaction of at least EUR 75 made with the Monefit Card into fixed monthly instalments over a period of three (3) to twelve (12) months selected from the options available in the Monefit app. Flex Interest accrues on the outstanding Credit principal at the rate specified in the Information Sheet and is calculated daily. The terms and conditions applicable to Flex, including the minimum Card Transaction amount and the Flex interest rate, are set out in the Information Sheet and described in more detail in clause 7.5 of this Agreement.

2.3. **Flex Interest** means the interest payable by the Borrower to the Creditor for the use of Flex, calculated daily on the outstanding Credit principal at the rate specified in the Information Sheet.

2.4. **Flex Period** means the period selected by the Borrower in the Monefit app, ranging from three (3) to twelve (12) months, during which the Borrower undertakes to pay the Flex Instalments in accordance with this Agreement.

2.5. **Flex Instalment** means the amount payable by the Borrower on each Payment Due Date after Flex is activated, comprising repayment of the Credit principal and payment of Flex Interest in accordance with the Flex Period selected by the Borrower. The amounts of the Flex Instalments and the applicable Payment Due Dates are displayed on the Invoice and in the Monefit app.

2.6. **Flex Plan** means a Flex arrangement activated by the Borrower in the Monefit app for a specific Card Transaction, comprising the Flex Period selected by the Borrower and the corresponding Flex Instalments.

2.7. **Price List** means a page on the Website and/or a section of the Monefit app setting out the fees, limits, interest rates and other pricing information applicable to the Monefit Card, the Credit and related services.

2.8. **Interest** means the interest payable by the Borrower to the Creditor for the use of the Credit, calculated at the rate set out in the Information Sheet.

2.9. **Interest-Free Period** means the period during which no Interest is payable on the Credit, provided that the Borrower repays the full aggregate amount of the Credit drawn down during the relevant Calendar Month in accordance with clause 7.2 of this Agreement.

2.10. **Card Transaction** means any use of the Credit Limit via the Monefit Card, including to pay for goods and/or services, withdraw cash or carry out any other transaction using the Monefit Card.

2.11. **Calendar Month** means the period from the first day to the last day of the same month.

2.12. **Drawdown** means the use of the Credit Limit to make a Card Transaction with the Monefit Card.

2.13. **Total Cost of Credit** means all costs payable by the Borrower in connection with the Credit, including Interest and any other charges that the Borrower is required to pay under this Agreement and that are known, or ought reasonably to be known, to the Creditor.

2.14. **Annual Percentage Rate of Charge** means the Total Cost of Credit, expressed as an annual percentage of the Credit Limit, assuming that the Creditor and the Borrower perform their obligations in accordance with the agreed terms and within the agreed time limits. The calculation of the Annual Percentage Rate of Charge excludes any costs and fees payable by the Borrower as a result of a breach of this Agreement and any other costs that are not known to the Creditor when the Agreement is concluded. The Creditor calculates the Annual Percentage Rate of Charge using the formula approved by the Ministry of Finance of the Republic of Estonia and rounds the result to two decimal places.

2.15. **Credit Limit** means the maximum amount of credit in euros made available to the Borrower by the Creditor and displayed in the Monefit app, up to which the Borrower may draw down Credit..

2.16. **Credit** means the sum of money made available under the Credit Limit, to which the interest rate specified in the Information Sheet applies. Interest accrues from the day following the date on which the Credit is drawn down, unless an Interest-Free Period applies.

2.17. **Payment Card Agreement** means the agreement entered into with the Creditor's partner that governs the issue, use and servicing of the Monefit Card, the applicable security requirements, restrictions and fees, and other related matters, and that applies in conjunction with this Agreement.

2.18. **Payment Due Date** means the 15th day of each month, by which the Borrower must either repay the full amount of the Credit drawn down during the preceding Calendar Month in accordance with the terms of the Interest-Free Period or pay at least the Minimum Repayment and, where applicable, the Flex Instalments due.

2.19. **Minimum Repayment** means the amount payable by the Borrower by the Payment Due Date, equal to the product of the Credit principal drawn down and not yet repaid and the applicable Principal Rate, plus the Interest accrued on that amount. The Principal Rate depends on the amount of the outstanding Credit principal as follows: (i) 3%, if the principal is less than EUR 5,000; (ii) 2%, if the principal is EUR 5,000 to EUR 6,999.99; (iii) 1.5%, if the principal is EUR 7,000 or more. The Minimum Repayment, including Interest, shall be at least EUR 20, unless the total outstanding principal amount of the Credit and the accrued Interest is lower, in which case the entire outstanding principal amount of the Credit together with the Interest shall be payable. Flex Instalments are not included in the Minimum Repayment and must be paid separately in accordance with this Agreement.

2.20. **Monefit Card** means the credit card issued to the Borrower under the Payment Card Agreement, linked to the Borrower's Credit Limit and used to draw down Credit in accordance with this Agreement.

2.21. **Monefit app** means the Creditor's mobile application, which provides the Borrower with a personalised account through which they can manage information relating to this Agreement, communicate with the Creditor and receive notifications.

2.22. **Website** means the Creditor's Monefit Card website www.monefitcard.com.

2.23. **Default Interest** means interest payable by the Borrower on an overdue financial obligation under this Agreement (excluding the obligation to pay Interest), calculated as a percentage of the overdue amount for each day of delay.

3. BORROWER'S CONFIRMATIONS

3.1. The Borrower confirms that:

3.1.1. they are a natural person with full legal capacity;

3.1.2. they have received the Information Sheet and fully understand the information set out in it, including the Total Cost of Credit and the Annual Percentage Rate of Charge;

3.1.3. they have read this Agreement and the Information Sheet, have received detailed information about those documents and the rights and obligations arising from them, fully understand them and agree to their terms;

3.1.4. this Agreement is appropriate to their creditworthiness and needs, they understand all the risks associated with entering into it, and they do not require any further explanation at the time of entering into the Agreement;

3.1.5. they have provided the Creditor with accurate, relevant and sufficient information about their personal details, financial circumstances (including regular income, financial obligations and regular expenses), needs and objectives;

3.1.6. they are not entering into the Agreement due to urgent need, dependence or inexperience;

3.1.7. they have read the Creditor's privacy policy and acknowledge that the Creditor may process their personal data as described in that policy.

4. MONEFIT CARD

4.1. This Agreement may be entered into only in conjunction with the Payment Card Agreement. When the Borrower uses the Monefit Card, this Agreement and the Payment Card Agreement shall apply together. If the Payment Card Agreement is terminated or expires on any ground set out in that agreement, the Borrower's right to use the Credit Limit shall cease and the Creditor may terminate this Agreement in accordance with Chapter 9.

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4.2. The Monefit Card is linked to the Credit Limit. The provisions of clause 5.2 of this Agreement shall apply to the drawing down of Credit in respect of Card Transactions.

4.3. The Creditor may engage third-party service providers in connection with issuing the Monefit Card and processing Card Transactions.

5. DRAWING DOWN CREDIT

5.1. The Borrower may carry out Card Transactions within the Credit Limit allocated to them once this Agreement has been concluded.

5.2. A Card Transaction made using the Monefit Card constitutes a drawdown of Credit when the Card Transaction is authorised. The Borrower may activate Flex for a qualifying Card Transaction in accordance with clause 7.5.1 of this Agreement.

5.3. The Creditor may, where justified, unilaterally reduce the Credit Limit without entering into an amendment to this Agreement. Such circumstances include, without limitation, where the Borrower has not used the Credit Limit for at least one (1) year, the Borrower fails to perform their payment obligations under this Agreement, or the Creditor becomes aware of circumstances from which it can reasonably conclude that the Borrower's ability to repay has deteriorated. The Creditor shall notify the Borrower of any reduction in the Credit Limit by email and/or via the Monefit app.

5.4. The Creditor is entitled, without the Borrower's consent, to restrict or suspend the use of the Credit Limit, refuse to process a Card Transaction and/or reduce the Credit Limit if:

5.4.1. the Creditor becomes aware of circumstances from which it can reasonably conclude that the Borrower's authentication methods (including an Smart-ID or Mobile-ID) and/or the PIN codes used with the Monefit Card have become accessible to one or more third parties; and/or

5.4.2. the use of the Credit may be connected with fraud; and/or

5.4.3. the Borrower has repeatedly breached the terms of the Agreement (including by failing to fulfil an obligation arising from the Agreement or any other agreement concluded with the Creditor); and/or

5.4.4. the Borrower is in partial or full default on their payment obligations under this Agreement; and/or

5.4.5. the Borrower's ability to repay has deteriorated; and/or

5.4.6. the Borrower has outstanding payment obligations under agreements with the Creditor and/or another company in the Creditor's group; and/or the Creditor's credit risk has increased; and/or granting further Credit would adversely affect the Creditor's financial position; and/or

5.4.7. there is an increased risk that the Borrower will be unable to repay the Credit; and/or

5.4.8. there are other circumstances under this Agreement and/or applicable law, including circumstances arising from the Creditor's exercise of its rights and performance of its obligations relating to the prevention of money laundering and terrorist financing.

5.5. The Creditor shall notify the Borrower of any action taken under clause 5.4 by email and/or via the Monefit app.

5.6. The Creditor may reinstate the Borrower's access to the Credit Limit upon the Borrower's application, provided that the circumstances that gave rise to the restriction, suspension or reduction no longer apply. To decide whether to reinstate access to the Credit Limit, the Creditor may require the Borrower to provide documents evidencing their creditworthiness, make enquiries of registers maintained by public or private entities, and impose other reasonable conditions.

6. REPAYMENT OF CREDIT AND FEES

6.1. The Borrower undertakes to repay the principal outstanding under the Credit and pay all other amounts due under this Agreement, including Interest and, where applicable, any other fees set out in the Information Sheet and the Monefit app.

6.2. If the Borrower repays in full the Credit drawn down during a Calendar Month by the 15th day of the following month, the Interest-Free Period shall apply and no Interest shall be charged on that Credit. The Interest-Free Period applies separately to Credit drawn down in each subsequent Calendar Month, provided that the full aggregate amount drawn down during that month is repaid by the relevant deadline. If the Borrower does not repay the full amount by that deadline, the Interest-Free Period shall cease to apply to that Credit and clause 7.3 shall apply.

6.3. If the Borrower does not repay the Credit in full in accordance with clause 7.2, the Borrower shall pay part of the Credit principal, which shall in any event not be less than the Minimum Repayment, by the 15th day of each month, beginning in the month following the Calendar Month in which the Credit was drawn down.

6.4. Interest accrues daily on the total amount of Credit drawn down and not yet repaid, based on the actual period of use and the interest rate agreed in this Agreement. Accrued Interest is displayed in the Monefit app. Interest is calculated using the actual number of days in each month and 365 days in a year (366 days in a leap year). Interest is payable together with the corresponding Credit principal repayment, including, where applicable, the Minimum Repayment.

6.5. Once the Borrower has repaid all outstanding Credit, the Interest-Free Period under clause 7.2 shall apply to any Credit drawn down from the following day until the last day of that Calendar Month, provided that all the conditions of clause 7.2 are met.

6.6. **Flex repayment method.**

6.6.1. To activate Flex, the Borrower selects in the Monefit app a qualifying Card Transaction of at least EUR 75 and the desired Flex Period. The Monefit app displays the Card Transactions for which Flex may be activated, and the corresponding Flex Periods, in accordance with the Borrower's ability to repay. If the Borrower does not activate Flex for a Card Transaction, or Flex cannot be activated for that Card Transaction in the Monefit app, the Credit shall be repaid on the standard terms, in particular in accordance with clauses 7.1-7.5. The Creditor is not obliged to offer the Borrower the option of repaying the Credit using Flex in respect of any Card Transaction if this is not consistent with the Borrower's ability to repay or if other justified circumstances exist.

6.6.2. When using Flex, the Borrower undertakes to pay the Flex Instalments in accordance with the Flex Period selected by the Borrower and the terms displayed in the Monefit app. Flex Instalments comprise repayment of the Credit principal and payment of Flex Interest. Flex Interest is calculated daily on the outstanding Credit principal at the rate specified in the Information Sheet. The amounts of the Flex Instalments and the applicable Payment Due Dates are displayed on the Invoice and in the Monefit app.

6.6.3. The Borrower may repay the outstanding Flex balance early, in whole or in part. In the event of early repayment, Flex Interest is calculated only for the period during which Flex was actually used.

6.6.4. The Borrower may cancel a Flex Plan within the same Calendar Month in which the relevant Card Transaction was made. Following cancellation, the terms applicable to the Credit, including the Interest-Free Period under clause 7.2, shall apply to the relevant amount.

6.6.5. The Creditor may cancel a Flex Plan if the Borrower has not paid the Flex Instalment in full by the Payment Due Date as required by clause 7.5.2. Upon cancellation, the outstanding Flex balance shall be converted back into Credit, and Interest applicable to the Credit shall accrue retrospectively from the day following the date on which the relevant Card Transaction was made. Any Flex Interest already paid for the same period shall be deducted from the Interest calculated retrospectively.

6.7. If a payment made by the Borrower is insufficient to cover all amounts due under this Agreement by the Payment Due Date, it shall be applied first to the costs incurred in recovering the debt (including any fee for sending a reminder), second to the outstanding Credit principal, third to Interest and, where applicable, Flex Interest, and fourth to any other fees and costs.

6.8. If an amount is overdue, the Borrower shall pay Default Interest and any fee for sending a reminder. The Creditor shall calculate Default Interest on the outstanding Credit principal from the date the amount becomes overdue until it is paid in full. The rate of Default Interest and the fee for sending a reminder are set out in the Information Sheet. Before sending a chargeable reminder, the Creditor shall send the Borrower at least one reminder free of charge.

6.9. Upon termination of this Agreement, all outstanding Credit, Interest accrued up to the termination date, any outstanding Flex Instalments and Flex Interest, and any other amounts that have fallen due shall become payable and must be paid no later than the termination date.

7. WITHDRAWAL FROM THE AGREEMENT

7.1. The Borrower has the right to withdraw from this Agreement within 14 (fourteen) calendar days after the date on which the Agreement is concluded or the date on which the Borrower receives it, whichever is later. The Agreement is deemed to have been received when it is made available to the Borrower in the Monefit app. The Borrower may withdraw using the withdrawal function in the Monefit app or by submitting a written notice of withdrawal to the Creditor through customer support in the Monefit app or on the Website. The written notice must include the Borrower's name, personal identification number, an unequivocal statement that the Borrower wishes to withdraw from the Agreement, the Agreement number, the date of the notice and the Borrower's signature.

7.2. Upon withdrawal from this Agreement, the Borrower shall repay all Credit to the Creditor without undue delay and no later than 30 (thirty) calendar days after submitting the notice of withdrawal, together with Interest and, where applicable, Flex Interest accrued from the date the Credit was drawn down until the date of repayment and any other applicable fees. If the Borrower fails to discharge in full the financial obligations arising from the withdrawal within that period, all such obligations shall become immediately due and payable and the Creditor may demand immediate payment.

8. CONCLUSION, AMENDMENT AND TERMINATION OF THE AGREEMENT

8.1. This Agreement shall be deemed to have been concluded when the Creditor has made a positive credit decision and has either notified the Borrower of that decision or enabled the Borrower to use the Credit Limit.

8.2. This Agreement is concluded for an indefinite term.

8.3. The Borrower may terminate this Agreement at any time without cause by giving the Creditor at least one (1) Calendar Month's notice in a form reproducible in writing. The Creditor may terminate this Agreement at any time without cause by giving the Borrower at least two (2) months' notice in a form reproducible in writing.

8.4. The Creditor may unilaterally amend this Agreement and/or its terms, including the Price List, if the amendment results from a change in legislation or case law, a significant change in market conditions, or another objective circumstance. The Creditor shall notify the Borrower of the amendment and the reasons for it at least one (1) month in advance. The amended Agreement shall be published in the Monefit app and/or on the Website. If the Borrower does not agree to the amendment, they may terminate the Agreement within the notice period. If the Borrower does not terminate the Agreement within that period, they shall be deemed to have accepted the amendment.

8.5. The Creditor may terminate this Agreement due to the Borrower's default if the Borrower is in default, in whole or in part, on at least three consecutive repayments and the Creditor has unsuccessfully granted the Borrower an additional period of at least two weeks to pay the overdue amount. The notice granting the additional period must state that, if the repayments remain unpaid when that period expires, the Creditor will terminate the Agreement and demand repayment of the entire debt. The notice of termination must be provided in a form reproducible in writing.

8.6. The Creditor may terminate this Agreement with immediate effect and without prior notice if:

8.6.1. the Borrower has provided false information when applying for the Credit Limit or has failed to disclose information known to them that affects their creditworthiness; and/or

8.6.2. the Payment Card Agreement is terminated or expires for any other reason; and/or

8.6.3. the Creditor has reasonable grounds to suspect that the Monefit Card has come into the possession of a third party, is being used by an unauthorised person, or is associated with fraud, attempted fraud, misuse or another security risk; and/or

8.6.4. on other grounds arising from legislation.

9. EARLY REPAYMENT

9.1. The Borrower may at any time repay early, in whole or in part, any financial obligations under this Agreement, including obligations arising from an activated Flex Plan. To make an early repayment, the Borrower shall submit a request (**the 'Request'**) to the Creditor through customer support in the Monefit app, by email or by telephone. The Creditor shall notify the Borrower of the total amount payable within three (3) working days after receiving the Request. In the event of early repayment, Interest and, where applicable, Flex Interest are payable only for the period during which the Credit was actually used, and no Interest and, where applicable, Flex Interest shall be charged for any unused period. The Creditor shall treat any payment made without prior notice or in an amount different from the amount notified by the Creditor as an advance payment, to be applied to the Borrower's financial obligations under this Agreement as they fall due.

10. ASSIGNMENT AND PLEDGING OF CLAIMS

10.1. The Creditor may assign claims against the Borrower arising from this Agreement to third parties or pledge those claims in favour of third parties without the Borrower's consent. The Borrower shall be notified of any assignment or pledge where required by applicable law.

11. LIABILITY

11.1. The Creditor and the Borrower shall be liable for any breach of their obligations in accordance with this Agreement, the Information Sheet, the Payment Card Agreement and applicable law.

11.2. The Borrower shall notify the Creditor as soon as possible, and in any event no later than five (5) working days after becoming aware, of any circumstance that may impair the Borrower's ability to perform their obligations under this Agreement, including where:

11.2.1. the Borrower's contact details change; and/or

11.2.2. the Borrower's creditworthiness deteriorates, including where the Borrower's regular income decreases or their liabilities increase; and/or

11.2.3. the Borrower has become insolvent, an application has been filed with a court to commence insolvency proceedings against the Borrower, or enforcement proceedings have been commenced against the Borrower; and/or

11.2.4. there are other circumstances or events that significantly affect or may affect the performance of this Agreement or prevent the Borrower from performing their obligations under it.

12. CONSEQUENCES OF BREACH OF THE AGREEMENT

12.1. The Borrower shall reimburse the Creditor for reasonable costs incurred in recovering the debt, including court, debt collection and enforcement costs.

12.2. Late payment may result in the Borrower's details being published in payment default registers, the seizure or forced sale of the Borrower's assets, and impairment of the Borrower's ability to obtain credit in the future.

12.3. Payment of Default Interest does not release the Borrower from the underlying payment obligation. The Creditor may claim compensation for losses exceeding the amount of Default Interest.

12.4. In the event of a breach of the Borrower's payment obligations, the Creditor may assign the monetary claims against the Borrower arising from this Agreement to Heimondo Estonia OÜ (registration number 16887028), a debt collection agency, or to any other third party (**the 'New Creditor'**). Upon assignment, all accessory rights relating to the claim shall also transfer to the New Creditor, including the right to demand payment of the outstanding principal amount of the Credit, Interest, Default Interest, collection costs and any other fees and expenses arising from this Agreement. By entering into this Agreement, the Borrower confirms that they have been informed of this clause.

12.5. If the Creditor or a New Creditor brings court proceedings to recover a debt, it may claim reimbursement of the costs of those proceedings from the Borrower to the extent permitted by law.

13. AGREEMENT ON THE LIMITATION PERIOD FOR CLAIMS

13.1. The Creditor and the Borrower agree, in accordance with section 145(2) of the General Part of the Civil Code Act, that the limitation period for claims arising from this Agreement shall be extended to five (5) years. The limitation period for claims arising from a wilful breach of this Agreement shall be extended to ten (10) years.

14. NOTICES, REQUESTS AND OTHER COMMUNICATIONS

14.1. The Borrower shall submit notices, applications and other communications relating to this Agreement to the Creditor through customer support in the Monefit app, by email or by telephone. The Creditor shall send notices and applications relating to this Agreement to the Borrower via the Monefit app and/or to the Borrower's email address. Notices shall be deemed received on the working day following the day on which they are sent.

14.2. The Creditor shall review the Borrower's statements and/or applications and notify the Borrower of its decision via the Monefit app and/or by email.

14.3. The Creditor may charge the Borrower an amendment fee when the parties enter into an amendment to this Agreement, in accordance with the Monefit app and/or the Price List.

14.4. If the Borrower has not updated their email address in the Monefit app or otherwise notified the Creditor of a change, a notice sent to the email address specified in this Agreement shall be deemed received by the Borrower. The customer support contact details are published in the Monefit app and on the Website.

15. FINAL PROVISIONS

15.1. The Agreement is governed by the laws of the Republic of Estonia.

15.2. Any dispute arising from this Agreement shall be resolved through negotiation in accordance with the Creditor's customer complaints procedure. If no settlement is reached, the dispute shall be resolved by the courts of Estonia. If, after entering into this Agreement, the Borrower becomes resident in another country or the Borrower's place of residence is unknown when a claim is filed, the dispute shall be resolved by Harju County Court.

15.3. The Borrower may refer a dispute to the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority for out-of-court settlement (address: Endla 10A, 10122 Tallinn; email: avaldus@komisjon.ee; telephone: +372 620 1707; website: www.ttja.ee/tarbijavaidluste-komisjon).

15.4. If any provision of this Agreement is invalid because it conflicts with the laws of the Republic of Estonia, this shall not affect the validity of the Agreement as a whole or of any other provision.

15.5. This Agreement has been drawn up in Estonian and confirmed in the Monefit app. The English and Russian translations of the Agreement published in the Monefit app or on the Website are provided solely for convenience. If there is any discrepancy between the Estonian version and a translation, the Estonian version shall prevail.

15.6. The Creditor and the Borrower shall communicate in Estonian unless the parties agree to communicate in English or Russian.