

Terms and Conditions Consumer Credit Agreement

Version 1.0 - Effective as of 01.08.2024

Creditstar Spain, S.L. as "Lender"

Registration number: B87261715

Company address: Via Augusta n° 223,

1ª, 08021 Barcelona, Spain

Email: spain@monefit.com

website: www.monefit.com

1. INTRODUCTION

This document outlines the terms between you (the "**Borrower**") and us, Creditstar Spain, S.L. (the "**Lender**"), regarding our Credit services. Here's where to find us:

Company: Creditstar Spain, S.L.

Address: Via Augusta n° 223, 1ª, 08021 Barcelona, Spain

Tax ID (N.I.F.): B87261715

Registration Details: Established by public deed on 7th April 2015, in Madrid by Notary Santiago Mora Velarde with number 410 of protocol, registered in the Commercial Registry of Madrid, volume 33307, folio 191, sheet M 599477, 1st Registration.

Updated on 25th November 2015, in Barcelona by Notary Javier García Ruiz with number 4,171 of protocol, registered in the Mercantile Registry of Barcelona, in volume 45162, folio 101, section 2, sheet B 478834.

2. DEFINITIONS AND KEY TERMS

This section lists key definitions used throughout this document to ensure they are clearly and conveniently available to you. We know there are quite a few terms to get through, so we've organised them into categories to make it easier for you to find what you need.

While this section captures the main terms, other definitions may be used later in the document. Rest assured, we will explain them clearly right after we mention them for the

first time.

2.1. Credit Application Process

2.1.1. **Credit Applicant:** Any person over 18, residing in Spain, who applies for a Credit. In the context of you wanting to use our Credit, the Credit Applicant is you when you send us your Credit Application.

2.1.2. **Credit Application:** Your formal request for a Credit, made through our digital platforms and the Credit Applicant's User Account. This request follows the General Conditions explained in this document and the corresponding Individual Credit Conditions.

We explain the meaning of Individual Credit Conditions down in this section.

2.1.3. **Credit Decision:** Our final decision on whether to grant the Credit.

2.2. Credit Agreement and Terms

2.2.1. **Credit Agreement:** This is an agreement where we, the Lender, provide you, the Borrower, with a Credit Limit that you can use during the time of this Credit Agreement under certain conditions described in this document.

Part of this Credit Agreement is that you agree to pay back the principal amount you used from your Limit along with applicable interest and any associated fees by the due date specified in your Individual Credit Conditions.

2.2.2. **Credit Limit:** The maximum amount we can lend you. It's tailored to you, based on your financial profile and our assessment of what you can comfortably repay. This limit ensures you have access to the funds you need while keeping your financial health in check.

2.2.3. **Drawdown:** The act of utilising the approved and available funds from your Credit. Once you're approved for Credit, you make drawdowns as you please. Let's say, you've been approved for 2000 €. You can withdraw funds up to that limit if you wish. You may take it in one go or for example 4x 500 € or even just 1x 500 € if you don't need to use the whole limit. It's all up to you.

2.2.4. **Individual Credit Conditions:** Specific Credit terms provided to you. They are aligned with the Standardised Model (SECCI) we've mentioned earlier, and we make them available to you before your Credit Application.

2.2.5. **Subscription:** An arrangement where you agree to pay a recurring fee for a bundle of add-ons and product conditions, providing additional features and benefits beyond the base product.

Subscribing is optional, but we're sure you'll love the extra benefits. Check out the separate terms document for all the details.

2.3. Your Account

2.3.1. **Borrower:** That's you once we approve your Credit Application.

- 2.3.2. **Consent of the Credit Applicant:** Your approval for us to process your Personal Data.
- By saying yes to this, you freely and fully allow the Lender, along with any designated data controllers or processors, to handle your personal data responsibly.
- 2.3.3. **User Account:** Your personal space on our platform. Once you sign up, we'll set up your account where you can manage your Credit Application, personal details, and preferences. That's also where you can request funds once approved. It's your go-to place for keeping track of everything important, ensuring you have all the information you need, right at your fingertips.
- 2.4. **Data and Privacy**
- 2.4.1. **File:** Any organised set of Personal Data, irrespective of its format.
- 2.4.2. **Personal Data:** Information that identifies you (or may identify), used in the context of your Credit.
- 2.4.3. **Processing of Personal Data:** Automated and manual actions we take with your data, from collection through processing and modification to blocking and cancellation. We may also transfer your data, but only what's necessary for the management of your Credit and complementary services you may use.
- Data protection terms will follow the guidelines set out in the article 4 of Regulation EU 2016/679 of the European Parliament and of the Council of 26th April 2016.
- 2.5. **Operational and Legal Aspects**
- 2.5.1. **Business Days:** Days considered as working days in Catalonia, excluding weekends (that's Saturday and Sunday).
- 2.5.2. **General Conditions:** The document you're reading right now. In some places we might call it Agreement.
- We make this document available to you for review before you send us your Credit Application.
- 2.5.3. **Remote Service:** The online and electronic means through which you interact with us regarding your Credit. This can be phone, email, chat or any other way that we'll make available to you.
- 2.5.4. **Standardised Model (SECCI):** The SECCI, or Standard European Consumer Credit Information sheet is a format everybody uses for clarity on Credit terms when you're borrowing more than 200 euros. This format, outlined in articles 10 and 12 of the Law on Consumer Credit Contracts, aligns perfectly with the Specific Conditions of your agreement, ensuring everything is clear and in order.
- 2.5.5. **Website:** That's where we are online and where you can apply for a Credit as well as manage your User Account. It's www.monefit.com - add it to your favourites!

2.6. Communication and Interaction

2.6.1. **Party/Parties:** Refers individually or collectively to the Credit Applicant, Lender, or Borrower.

3. APPLICATION CONDITIONS

3.1. Understanding Our Terms

Before you apply, we ensure you have all the details. Our General Conditions and the Standardised Model outline all what you agree to when applying for a Credit with us. Note, some of our website services might have specific rules due to their unique characteristics.

If there's any confusion between the General Conditions and the Standardised Model, the Standardised Model takes precedence. Both documents are essential when considering a Credit, ensuring you understand what you're agreeing to.

3.2. Access to Credit Terms and Conditions

We're all about clear and open communication. That's why the full details of our Credit terms are readily available on our website for you to review anytime, just as any other terms we apply to our products and services.

These terms are not just any words; they're crafted in line with specific consumer finance laws, namely articles 7 and 8 of Law 22/2007, of 11th July, on Distance Marketing of Consumer Financial Services, and articles 10 and 12 of Law 16/2011, of 24th June, on Consumer Credit Contracts.

The Standardised Model, which includes all the mandatory information specified by these laws, is a core component of our General Conditions. It's always there on our website for you, and if you're about to apply for a Credit, we'll ensure you see it well in advance. If you prefer a paper copy, please let us know and we will send you one.

3.3. Distance Agreement

Our Credit Agreement process is entirely online for your convenience, allowing you to finalise everything from your home. We ensure all details are stored and retrievable whenever needed, tailored to your requirements and allowing for exact reproductions if necessary.

4. RESPONSIBLE LENDING

4.1. Understanding The Commitment

When you apply for a Credit, it's crucial to be certain you can handle the repayments. It's all

about being smart with your budget, making sure your income can comfortably cover your expenses and the Credit repayments.

4.2. Our Promise To You

At Creditstar Spain, S.L., responsible lending is more than just words; it's our pledge to you.

We promise to:

I. **Explain Clearly:** We ensure you fully understand what a Credit is about and how it works.

II. **Tailor to Your Needs:** We adapt our Credits to fit your financial situation. If a Credit isn't right for you, we'll be upfront about it.

III. **Support Always:** Throughout your Credit period, we're here to help. Whether adjusting terms or providing support during tough times, we're committed to helping you manage your finances effectively.

5. PROCESSING THE CREDIT APPLICATION AND CREDIT APPROVAL

5.1. Starting the Application

To start your Credit Application, just head to our Website, sign in to your User Account and click a relevant button to apply.

If you're still to create a User Account, start by filling in your details on our Website:

- Full name
- ID number (DNI or NIE)
- Email address
- Phone number
- Address
- Financial details (your income, household expenses, possible credit commitments you're already having etc.)
- Bank account number

Please note that we might ask you to type in only some of the details mentioned above, and will extract the remaining details (like your name or bank account number) through different electronic services. We do this for your convenience and to avoid possible typos. Of course, all with your consent.

During the registration we will show you our Privacy Policy. Please review that document and agree with its content by ticking the appropriate box. At one point in the application process we will also show you the General Conditions and the Standardised Model for your review and ask for your signature. Don't worry, we will walk you through every step

of the way!

When you submit a Credit Application, it starts the Agreement process, but it doesn't complete it just yet. The Agreement only becomes official once we've reviewed your Credit Application and decided to approve your Credit. We'll let you know our decision via email or SMS. If we give the green light, that's when everything becomes fully agreed and binding.

5.2. Credit Decision

We take a careful look at each application. Here's what we consider:

- I. If you have any outstanding debts that could impact your ability to repay the Credit with us. That includes any debts you might have in any official debt registry.
- II. If you're a party in any legal or judicial issues potentially affecting your financial stability.
- III. If all the information we got from you is true, accurate, and up to date.

If we can't get you a decision in time or if you withdraw your Credit Application before we reach a decision, it's like your Credit Application never happened. But don't worry, we'll let you know either way through email or SMS.

Remember, our decision to approve your Credit is based on our criteria. We carefully review every detail you provide, and we might ask for additional documents to verify your details. Please note, the decision to approve your application is at our discretion. Please understand, while we strive for transparency, the specific reasons for Credit rejections may not always be disclosed to protect the integrity of our assessment process. Regardless of the outcome, we'll keep you informed via email or SMS.

5.3. Your Responsibility As A Borrower

It's important you keep us updated with any changes in your contact details during the life of your Credit to ensure smooth communication.

5.4. Credit Disposal

Once your Credit Application is approved and you sign the Agreement, you can start using your Credit right away. For that, just head to our Website and make a Drawdown up to the limit amount communicated to you on our Website.

Please bear in mind that transferring funds to your account might sometimes take a bit longer due to factors outside our control, such as issues with our payment partners. Also, in

certain situations, we may need to cancel or reject your request for funds. Should this occur, we'll make sure to notify you promptly via email or SMS.

5.5. Credit Costs

The cost of your Credit will depend on the combination of your Individual Credit Conditions, how much of the Credit Limit have you used, and how many Drawdowns have you made.

All the details are accessible through our online simulator on our Website, and we'll send you specific information in the Standardised Model.

You can opt for either our standard or subscription-based Credit options to suit your needs. We always provide a file showing all our costs on our website, and specific costs related to your Credit are detailed in your User Account whenever you make a Drawdown.

5.6. Sharing Your Information With Third Parties

Your privacy is our priority. We'll only share your data with our trusted partners to process your Credit Application, service your Credit or offer support.

Here's who we work with:

I. Identification and data analysis: Equifax Ibérica S.L., Monthio Aps, Veriff OÜ, DocuSign International (EMEA) Limited

II. Payment services: Trustly AB, CaixaBank S.A., Checkout SAS

III. Debt collection: Heimondo S.L.

IV. Customer service and communication: Mobius Solutions Ltd., Intercom R&D Unlimited Company

6. PAYING BACK THE CREDIT

6.1. Credit Agreement

Our Credit Agreement is an open-ended commitment, which means it doesn't have a fixed end date unless we agree otherwise. Paying back the whole Credit with applicable fees doesn't close the Credit nor terminate the Credit Agreement. If you wish to fully terminate your Credit Agreement, simply contact our support team.

6.2. Billing

We simplify your financial management with regular billing cycles, typically starting on the first day and ending on the last day of each month. After each cycle, we'll send you an Invoice detailing how much you need to pay back, along with clear instructions on how

to make those payments.

6.3. First Invoice

To ensure fairness, especially if you activate your credit near the end of a billing cycle, we apply a rule to delay your first Invoice. If you sign your Credit Agreement in the first half of the month, your first Invoice will arrive on the first of the following month. If it's in the second half, your first Invoice will be delayed to the first of the month after next. This gives you a bit of breathing room to get started.

Here are simple examples to make sure you understand this point:

You signed your Credit Agreement on 03.03.2024 - you'll receive your first Invoice 01.04.2024.

You signed your Credit Agreement on 21.03.2024 - the first Invoice will arrive on 01.05.2024.

6.4. Cost Calculations and Accruals

Each day, we calculate interest and other applicable fees, adding them to your total owed at the day's end. This accrual is then included in your next Invoice, making sure you know exactly what you're paying for.

6.5. Minimum Amount

The Minimum Amount is the smallest amount you need to pay on your Invoice to keep your Credit in good standing. It's calculated as a percentage of your total Limit used, and any fees accrued during the billing cycle. This ensures that you're steadily reducing your debt, while also managing the cost effectively.

6.6. Amounts To Pay

When a given billing cycle is ready and it's time to issue an Invoice, we'll send you an email or SMS to remind you. We'll let you know how much of your Limit you've used and the total due.

If you're using our Subscription, you can pay back the full amount used without any additional costs or the Minimum Amount. If you're not using our Subscription, you can still opt to pay just the minimum required. These options, along with their detailed calculations, are shown in the Standardised Model and our timely reminders before your due date. You can also check your used Limit and payment details anytime in your User

Account.

Feel free to pay more than the minimum; it reduces your Credit cost by decreasing the interest on the remaining balance and potentially frees up your limit.

6.7. Payment Methods

We offer a variety of payment methods to suit your needs, including bank transfers, mobile payments, and card options. You can check the latest options available in your User Account or through the links we provide. We aim to keep our payment methods up to date to enhance your experience, so we may add new options or remove old ones as needed. We'll keep you informed about any changes to ensure you always have the best options available.

6.8. Booking of the Payment

When we receive your payment, we allocate it in the following order: First, any fees associated with recovering overdue invoices are covered (this happens only if such fees are applicable and we are indeed charging them). Next, we apply funds to the interest due on your Credit. Finally, we reduce the principal amount of the Credit. If you made multiple Drawdowns during your time using our Credit, we'll apply your payment to the oldest Drawdown first.

If you pay more than the minimum, the extra goes directly towards reducing your Credit principal, potentially reactivating some of your Limit.

If a payment can't be matched to your account immediately, we'll hold it unbooked until identification is possible. If you receive a notification indicating a missing payment, or if you haven't heard from us within five working days of making a payment, please reach out. Together, we'll make sure your payment is properly processed.

6.9. Early Repayment

You have the right to make an early repayment, whether partially or in full, before your final payment date. This allows you to pay off all or part of your Credit earlier than scheduled. Making an early repayment won't cancel any charges that have already accrued, but it will reduce any future charges.

For fixed-term loans, this needs to happen before the final payment is due, and for our Credit, before we issue your next invoice. This flexibility helps you save on interest by decreasing the Credit faster.

6.10. Amortisation Schedule

While our Credit Agreement doesn't have a fixed end date, we can still use information about your used Limit, Individual Credit Conditions, and our billing setup to create a

detailed schedule for you. This schedule breaks down your upcoming payments, showing how each is divided between applicable fees and the Credit principal.

Each time you make a drawdown, we'll generate a new amortisation schedule and send it to you via email as well as make it available in your User Account. This ensures you understand the full repayment process and provides a transparent view of your Credit journey.

7. MANAGING MISSED PAYMENTS AND COLLECTION PRACTICES

7.1. Support for Financial Difficulties

If you're unable to make a payment, it's crucial to contact us as soon as possible. We have several ways to assist you and mitigate the situation.

7.2. Payment Reminder

If you miss a payment, we'll assume it was an oversight and reach out to help you get back on track. We'll start by reminding you of the overdue Invoice and guide you through the repayment process.

7.3. Drawdown Restrictions

Missing a payment will temporarily disable your ability to make new Drawdowns. This measure ensures focus on your current financial obligations and demonstrates our commitment to responsible lending. Access will be reinstated once the overdue payment is cleared.

7.4. Credit Reporting

We must report any missed repayments to credit reference agencies, which could impact your ability to borrow in the future.

7.5. Credit Agreement Termination And Legal Actions

If you're unable to meet repayment deadlines, our collections team will take over. When that happens, we'll terminate your Credit Agreement with us. In some cases we might take additional legal steps to recover your Credit.

We'll communicate via email, SMS, and other methods to manage debt collection efficiently.

7.6. Early Termination of the Credit by Us

Apart from missed payments, there are other situations when we may need to end your Credit Agreement early and ask for immediate repayment of the full outstanding Credit.

These situations are:

- Your death;
- Legal restrictions affecting your ability to manage or own assets;
- Any significant changes in your financial stability;

- Increased risk of default observed by us.

If any of these situations arise, we'll notify you by email. The termination will take effect on the date specified in our communication, and we'll calculate the total amount you owe based on the terms of our Credit Agreement.

8. RIGHT OF WITHDRAWAL

8.1. Your Withdrawal Rights

We hope you'll enjoy our Credit, but if you decide it's not right for you, that's okay too.

You have 14 calendar days from your first Drawdown to withdraw from your Credit Agreement, no questions asked. Just email us your intention to withdraw, including your full name and ID number, and the date you plan to return any funds used from your credit limit.

You'll have 30 days from sending your notice to return the funds. We won't charge any fees, not even for accrued interest. We might also ask for your feedback to learn how we can do better next time.

9. PROTECTION OF PERSONAL DATA

9.1. Your Data

We'll process your personal data in line with our Privacy Policy to deliver the Credit services you've requested. This includes incorporating your data into our customer database for ongoing service provision and communications. For detailed explanations of our data handling practices, please refer to our Privacy Policy, which is an integral part of our General Conditions. You can find this document on our Website.

9.2. Consent for Data Processing

When you sign this Credit Agreement, you're giving us explicit permission to process your personal data to serve you better, exactly as described in our Privacy Policy.

9.3. Personal Data Handling

When you apply for financing with us at Creditstar Spain S.L., Tax Identification Number (N.I.F.): B87261715, we collect Personal Data. This data, including any future updates or additional information provided during the Credit Agreement's lifespan, is securely stored in our company's data files.

If you have questions about your data, you can contact our Data Protection Officer, Ulla Ugast in the following ways:

I. Send a letter to Creditstar Spain S.L., Via Augusta n° 223, 1ª, 08021, Barcelona

II. Send an email to dpo@creditstar.es

9.4. Your Rights

You can exercise your rights as defined by law to manage your personal data via the mechanisms described in our Privacy Policy.

You have the right to access, correct, or delete your personal data, object to or restrict how we process it, or request its portability. To exercise these rights, contact us at dpo@creditstar.es

9.5. Regulatory Authority

You're entitled to enforce your rights as recognised by the Spanish Data Protection Agency, which you can reach through their website at www.agpd.es.

9.6. Purpose of Data Collection

The data you provide is essential for processing your Credit Application, managing your Credit Agreement, and ensuring compliance with our legal obligations. It also helps us prevent fraud, money laundering and financing of terrorism, and support the overall performance of your Credit Agreement.

9.7. Legal Basis

Our processing of your data is legally justified by the necessity to fulfil our Credit Agreement with you, in line with applicable regulations.

9.8. Mandatory Data

Information we ask for in the Credit Application is essential for processing your request, unless it's explicitly marked as optional. Unfortunately, we cannot process incomplete applications. Don't worry, we will let you know if anything is missing.

9.9. Marketing Consent

You can give us consent to send you commercial information, such as news about new products and special offers. We typically send these updates via email and SMS, but sometimes we may use other electronic methods or even postal mail.

To provide this consent, simply tick the relevant box. This is completely voluntary, and you can withdraw your consent at any time without affecting your ongoing services, including your Credit Agreement. To withdraw, just contact our Support team for assistance.

9.10. Data Access Through Databases

We may access creditworthiness databases to assess your Credit Application, using the information found there alongside the data you provide to make our decision.

You have the right to know the results of these database checks immediately and free of charge. If we need to reject your Credit Application based on this data, we'll inform you straight away. For further details, you can always contact our Support team.

9.11. Bank Account Verification

To prevent fraud and other financial crimes, you permit us to verify the ownership of your bank account. This involves sharing data with banking entities to confirm the information you provide matches their records.

9.12. Automated Decisions and Profiling

We use automated systems to make decisions and create profiles based on the information you provide in your Credit Application and checks on financial solvency and creditworthiness.

9.13. Keeping Your Data By Us

When you apply for a Credit, you give us permission to store your Credit Application data, whether it's accepted or declined.

We keep this information for five years to make your future applications smoother by avoiding repeated checks. After this period, we'll secure your data to protect against any legal claims until the legal time limit expires.

If you've opted in to receive marketing updates, we'll hold onto your details until you decide you've had enough and withdraw your consent.

9.14. Credit Reporting Transparency

We must share details of any missed repayments with credit reference agencies to ensure responsible borrowing. This is done in good faith to protect you from potentially overextending your financial commitments across different lenders, which might affect your future borrowing capabilities.

9.15. Group Data Processing

Creditstar Spain, S.L. is part of the Creditstar Group AS, which has its headquarters in Estonia at Kai 4, 10111 Tallinn, and is registered under number 11728905 in the Estonian Business Register.

We may share your data with other companies within the Creditstar Group AS to maintain the quality of our services. This data sharing adheres to the obligations outlined in this Credit Agreement and our Privacy Policy.

9.16. Using Cookies on Our Website

Our website uses cookies to enhance your browsing experience, manage Credit Application content, and deliver personalised recommendations.

You can adjust your browser settings to alert you when cookies are being sent, or to block them altogether. For more detailed instructions, check out your browser's help section or user manual.

10. OTHER POINTS

10.1. Transfer of Rights

We can transfer some or all of our rights under this Credit Agreement to someone else. However, you can't transfer your rights without our agreement.

10.2. Notifications

All formal communications between us, the Parties, must be in writing and will only be considered valid if sent via certified mail or email to the addresses you gave us in your User Account or as we've listed at the start of this Credit Agreement.

10.3. Partial Nullity

A "void clause" in a legal contract refers to a provision that is deemed legally unenforceable. This could be due to the clause being against the law, conflicting with public policy, or failing to meet certain legal standards. When a clause is void, it is treated as if it never existed in the contract, without necessarily affecting the validity of the remaining provisions of the contract.

If any part of these terms is found to be void, the rest will still apply. We'll aim to replace any void clause with a new one that reflects the original intent as closely as possible. As always, we will inform you of any such situation ahead of time.

10.4. Waiver of Rights

As a Lender, we have various rights outlined in this document and given to us by applicable law. Not exercising a particular right, like involving our collection partners to recover a Loan, doesn't mean we've given up that right. It just means we haven't used it yet.

For clarity and to maintain transparency, we will always inform you in writing if we decide to waive any right.

10.5. Clause Headings

The headings we use in these terms are just for guidance and don't affect the meaning of the clauses themselves.

10.6. Discounts

We might offer discounts to customers who consistently meet their payment schedules, as a little thank you for being reliable.

11. HANDLING DISPUTES

11.1. Resolving Disputes Amicably

If you have any concerns or disagreements related to your Credit Agreement, don't hesitate to contact us via email or post. We will handle your query in line with current laws.

11.2. Submitting a Claim

When making a claim, it needs to be officially signed by you or if someone else is submitting it on your behalf, they must have the proper authorisation.

Please make sure to clearly state your issue and the product involved. This helps us address your concerns effectively, in compliance with the Data Protection Law.

11.3. Our Commitment to Responding

We're here to resolve your issues within the legally required timeframe. However, if the necessary information isn't provided, we might not be able to respond effectively.

In such cases, we may ask for additional details to help solve your issue as efficiently as possible.

12. LEGISLATION AND JURISDICTION

12.1. Governing Law

Your Credit Agreement with us is governed by Spanish Law. This ensures clarity on how these terms should be interpreted and applied.

12.2. Resolving Disputes

If there's a disagreement, we aim to resolve it without legal action. However, if we can't find a peaceful solution, both parties agree to settle disputes in the courts local to the Borrower, waiving rights to any other jurisdiction.