

LHV Instalment Payment Agreement

Valid from
01.04.2024

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of the LHV Instalment Payment Agreement (hereinafter the '**Conditions**') form an integral part of the Agreement.

1. GENERAL TERMS OF THE AGREEMENT

Subject to the spirit or wording of the Agreement, the terms used in the Agreement shall have the following meanings.

- 1.1. **Purchase** is a movable item to be transferred by the Merchant to the Client or a service to be provided by the Merchant to the Client, as specified in the Agreement.
- 1.2. **Place of Purchase** is the Merchant's web store from which the Client makes the Purchase.
- 1.3. **Purchase Amount** is the amount of money payable for the Purchase, which the Client undertakes to pay to the Merchant but which the Lender shall pay for and on behalf of the Client and the Client undertakes to return/pay to the Lender as Instalment(s), an amount of money equal to the Purchase Amount under the terms and conditions set out in the Agreement.
- 1.4. **Instalment** is the payment(s) of the Purchase Amount payable by the Client to the Lender under the Payment Schedule.
- 1.5. **Agreement** is the LHV Instalment Agreement between the Lender and the Client.
- 1.6. **Parties (or Party)** are the Client and the Lender, together or separately.
- 1.7. **Payment Schedule** is the schedule for the payment of the Instalment(s) due under the Agreement.
- 1.8. **Payment Date** is the date specified in the Payment Schedule and/or the Agreement by which the Instalment due from the Client shall be credited to the account of the Lender.
- 1.9. **Default Interest** is the default interest payable by the Client in the event of a delay in the performance of a financial obligation, at the rate agreed in the Lender's price list.
- 1.10. **Closing Date** is the date agreed in the Agreement by which the Client shall have returned/paid to the Lender the full Purchase Amount and fulfilled all obligations under the Agreement (including payment of the full Debt under the Agreement).
- 1.11. **Debt** is the Client's financial obligation to the Lender, which may be manifested in the form of an outstanding Instalment, an outstanding Default Interest and/or the costs associated with the Debt collection.

2. PAYMENT OF THE PURCHASE AMOUNT

- 2.1. The Lender undertakes to pay the Purchase Amount to the Merchant on behalf of and for the account of the Client under the Agreement. The Lender undertakes to ensure payment of the Purchase Amount to the Merchant within 2 (two) banking days, at the latest, from the date of conclusion of the Agreement. The Lender shall perform

its obligation to the Merchant for payment of the Purchase Amount on the basis of the Client's order in the Agreement.

3. INSTALMENT PAYMENT PROCEDURE

- 3.1. The Client undertakes to pay the Instalment to the Lender in accordance with the Agreement and the Payment Schedule.
- 3.2. The Lender shall issue the Client an invoice for the payments due under the Agreement as additional information to the email address indicated by the Client in the Agreement. Non-receipt of the invoice does not affect the Client's obligation to pay the Lender the Instalments due under the Agreement in accordance with the Payment Schedule.
- 3.3. If the amounts paid by the Client are not sufficient to cover all the Client's obligations, the Client shall be deemed to have satisfied the debt first in respect of the expenses incurred to recover the debt, then in respect of the Instalments, and finally in respect of the Default Interest, contractual penalties, and other fees and damages.
- 3.4. If the Client has other contracts with the Lender on the same date and the Payment Date of the contracts falls on the same date, the Lender shall have the right to treat the obligations of the Client less secured in priority as discharged.
- 3.5. Amounts due under the Agreement for which the due date is not fixed in the Payment Schedule and/or the Agreement shall be payable in accordance with the due date indicated on the invoice provided by the Lender.
- 3.6. All payments under the Agreement shall be due and payable to the account of the Lender specified in the Agreement and shall be deemed to be paid from the date of receipt of the corresponding amount in the account of said Lender. The Lender shall inform the Client of any changes to the details of its account and other details necessary for the execution of the payment.

4. RETURNS AND OTHER ISSUES RELATED TO THE PURCHASE

- 4.1. In order to return the Purchase, the Client shall contact the Merchant with a request to that effect.
- 4.2. Full or partial return of the Purchase by the Client to the Merchant shall be subject to the terms and conditions set by the Merchant.
- 4.3. The Merchant shall return the Purchase Amount or a part thereof to the Lender or the Client.
- 4.4. In the event of full repayment of the Purchase Amount, the Client may terminate the Agreement early by submitting a request to that effect to the Lender. If the Client has not submitted the aforementioned declaration of intent to the Lender, the Purchase Amount returned early by the Merchant or the Client shall be deemed to be an advance payment.
- 4.5. In the event of partial repayment of the Purchase Amount, the Client may repay the Purchase Amount in part early by submitting a request to that effect to the Lender. If the

Client has not submitted the aforementioned declaration of intent to the Lender, part of the Purchase Amount returned early by the Merchant or the Client shall be deemed to be an advance payment.

- 4.6. If the Purchase also included transport costs or other additional services which are not cancelled upon the return of the Purchase or any part thereof, the Client undertakes to pay the part of the Purchase Amount indicated to the Lender on the Payment Date.
- 4.7. All disputes related to the Purchase shall be settled by the Client and the Merchant through mutual negotiations.

5. DEFAULT INTEREST, PENALTIES, AND COSTS RELATED TO A DELAY OF PAYMENTS

- 5.1. The Lender warns the Client that the failure to make payments due under the Agreement may have serious consequences for the Client (including the obligation to pay the Default Interest) and may make it more difficult for the Client to obtain future credit products offered.
- 5.2. In the event that the Client fails to pay the Instalment or any other amount due under the Agreement by the Payment Date, or fails to pay the Instalment or any other amount due under the Agreement in full, the Lender shall be entitled to charge the Client Default Interest, calculated on the amount not paid by the due date at the rate set out in the Lender's price list, from the day following the Payment Date until the due performance of the obligation. The Default Interest is not taken into account for the outstanding Default Interest.
- 5.3. In the event of non-payment of the payments due under the Agreement, the Lender shall be entitled to claim compensation from the Client for the costs incurred for the recovery of the debt, i.e., a debt collection fee, in accordance with the rate(s) set out in the Lender's price list, and/or reimbursement of the actual costs incurred by the Lender (the collection service provider's fees and/or legal costs and/or the enforcement agent's fees).

6. EXPIRY AND PREMATURE TERMINATION OF THE AGREEMENT

- 6.1. The Agreement shall terminate upon the expiry of this period if the obligations arising from the Agreement have been fulfilled in full.
- 6.2. The Client may perform its obligations under the Agreement in full and early by submitting a request to the Lender and by paying the Lender the outstanding Purchase Amount. If the Client has not submitted the aforementioned declaration of intent to the Lender, the amounts paid by the Client in advance shall be deemed to be prepaid.

7. CONFIDENTIALITY OBLIGATION AND PROCESSING OF PERSONAL DATA

- 7.1. The Lender shall be entitled to disclose information about the Client, the terms and conditions of the Agreement, and the performance of the Agreement (including non-performance of the Agreement) to the following persons:
- 7.1.1. the employees of companies belonging to the same group as the Lender (AS LHV Pank, AS LHV Varahaldus, AS LHV Kindlustus) and the service providers, including company/companies or person(s) providing identification and debt collection services to the Lender;
- 7.1.2. the advisers or auditors to the Lender;
- 7.1.3. the managers of the payment default register;
- 7.1.4. the creditors of the Lender who have provided financial resources to finance the Arrangement;

7.1.5. the persons to whom the Lender wishes or intends to transfer or assign any rights, obligations or claims under the Agreement;

7.1.6. the providers of monitoring or similar services to the Lender;

7.1.7. the persons whose right to receive information arises from the current legislation of the Republic of Estonia.

7.2. By entering into the Agreement, the Client confirms to the Lender that the Client is aware that the Lender shall process the Client's personal data for the purposes of the Agreement in accordance with the terms and conditions of the Agreement and the Lender's 'Principles of Processing Customer Data' available on the Lender's website (www.lhv.ee).

8. EXCHANGE OF NOTICES

8.1. All notices to be given to the other Party under the Arrangement shall be in writing or in a format that can be reproduced in writing. In the cases set out in the Agreement, a notice shall be in writing.

8.2. The notice shall be deemed to have been received by the Party if (i) the notice has been delivered against a signature, or (ii) if the notice has been sent by registered mail by a postal service to the address indicated by the Party in the Agreement and 5 (five) days have passed since the date of mailing, or (iii) if the notice has been sent to the Party's email address and 1 (one) day has elapsed since the date of mailing.

8.3. In the event that a Party has changed its address/email address during the period of validity of the Agreement and has not informed the other Party thereof, the notice shall be deemed to have been received by the Party if it has been delivered to the Party's address indicated in the Agreement or to the address/email address last notified by the Party.

8.4. Any notices concerning a breach of, withdrawal from and/or cancellation of the Agreement shall be submitted in writing (except for notices of obligations, which may be submitted in a format that can be reproduced in writing). Notices that are digitally signed and sent to the email address of the Party to the Agreement shall also be deemed equivalent to written notices.

9. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

9.1. This Agreement (including the entry into, performance of, and any disputes arising from the Agreement) shall be governed by the laws of the Republic of Estonia.

9.2. Any disputes arising from the Agreement shall be resolved by the Parties by way of negotiation.

9.3. If the Parties fail to reach an agreement by way of negotiation, the dispute shall be settled by the courts of the Republic of Estonia. The Parties have agreed that Harju County Court shall serve as the court of first instance in the settlement of disputes. The jurisdiction agreement stipulated in this clause shall be applied insofar as and on the condition that this is not prohibited under a mandatory provision of the law in the particular dispute.

9.4. The Client confirms agreeing to the application of the law of the Republic of Estonia on the relations arising from the Agreement and the settlement of disputes in Harju County Court (including if the Client is living in or relocates to, after entry into the Agreement, a foreign country or transfers their place of business or place of residence to a foreign country, or if the place of business

or residence is not known at the time of submission of the claim).

- 9.5. For an out-of-court settlement of the dispute, the Client may also apply to the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority (address: Endla 10A, 10112 Tallinn, phone: 372 66 72 000, email: info@ttja.ee, website: www.ttja.ee).
- 9.6. Information on complaint handling is available on the Lender's website at www.lhv.ee.
- 9.7. Supervision over the activities of the Lender shall be performed by the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn, phone: 372 66 80 500, email: info@fi.ee, website: www.fi.ee).