

Credit line Agreement No. _____

Date: _____

Lender	Borrower:
Company name:	Name, surname:
Registration Number:	Personal identification number:
Registered address:	Address:
E-mail address:	Phone:
Phone:	E-mail:

1. Definitions

- 1.1 The following definitions and the terms defined in this Agreement, shall apply throughout this Agreement:
- 1.1.1 **Borrower:** a natural person, identified according to this Agreement.
 - 1.1.2 **Borrower's Bank Account:** means any bank account of the Borrower
 - 1.1.3 **Borrower's Contacts:** means the electronic mail address and the mobile phone number declared by the Borrower in this Agreement, through which the Borrower accepts to be contacted and to receive Notices and communications from the Lender.
 - 1.1.4 **Branches:** means the premises of the Lender and/or of any of its authorized partners, through which the Lender performs its business; a full list of the Branches may be found at the Lender's Website: www.cementwala.co.in
 - 1.1.5 **Business Day:** means any day of the week (other than a, Sunday or a public holiday in the country of Bharat).
 - 1.1.6 **Charges:** means the commissions, fees and other charges pursuant to Specific Loan Conditions (as defined here below, on Website or in Branches), and List of Prices that the Borrower is obligated to pay to the Lender in relation to this Agreement.
 - 1.1.7 **Agreement:** means this Credit Line Agreement signed between the Lender and the Borrower in writing in Branch or on-line via Durable Medium along with the Specific Loan Conditions (as defined here below, on website or Branches), and List of Prices.
 - 1.1.8 **Disputes:** means the disputes referred to in Article 16 of this Agreement.
 - 1.1.9 **Disbursement:** means any building material disbursed to Borrower by the Lender pursuant to this Agreement, based on a Loan application submitted by the Borrower.
 - 1.1.10 **Duration:** means the duration of this Agreement, as determined pursuant to Article 4 of this Agreement.
 - 1.1.11 **Durable Medium:** any medium (such as SMS Code; e-mail; Online Account) that allows the Borrower provide consent (i.e. sign the Agreement, any of its amendments electronically, provide consent to any offer and correspondence made by the Lender in e-mail or in Online Account in relation to the Agreement), and allows Parties to store the information addressed and sent to it for a period of time consistent with the purposes of the information contained therein, to use it and to reproduce it accurately in accordance with legislation of Bharat. All documents provided by the Lender to the Borrower are in a secured PDF format, which doesnot allow the addition of additional conditions, modification or removal of existing ones.
 - 1.1.12 **Event of Default:** means the circumstances described in Article 15 of this Agreement.
 - 1.1.13 **Interest:** means the contractual interest that Borrower shall pay with principal and is to be paid at the same time with the payment for the principal (main amount).
 - 1.1.14 **Interest Rate:** means the percentage rate on the Loan Amounts that the Borrower is obligated to pay to the Lender as Interest; the Interest Rate is determined and calculated pursuant to the terms and conditions of Loan.
 - 1.1.15 **Effective Interest Rate:** means the total cost of the loan, presented as annual rate of the total amount of loan and calculated pursuant to the requirements.
 - 1.1.16 **Late Payment Interest:** means contracted interest between the Lender and Borrower which will be applicable if Borrower delay to fulfil repayment of loan under this Agreement. The rate of the Late Payment Interest and its method of calculation is determined pursuant to the loan specific terms and conditions.
 - 1.1.17 **Lender:** CementWala.
 - 1.1.18 **Lender's Bank Account:** means any bank account of the Lender, as published by the Lender at the Website (as defined here below) and/or at the Branches.

- 1.1.19 **Loan Amounts:** means the total amounts that have been disbursed by Lender, which shall be repaid in accordance of this Agreement and Specific Terms and Conditions of Loan.
- 1.1.20 **Loan Amendment Application:** means each written application, at the format approved by Lender, made by the Borrower at the Branches, or electronically through the Online Account, for the amendment of the original terms of already Disbursed amounts.
- 1.1.21 **Loan Application:** means each written application, at the format approved by Lender, made by the Borrower at the Branches, or electronically through the Online Account, for the disbursement of Loan Amounts, up to the Limit or for the increase of the Limit, previously approved by the Lender.
- 1.1.22 **Loan term extension fee:** Fee for extension of term of payments date.
- 1.1.23 **Loan extension term:** term(-s) of the extension of the Payments date.
- 1.1.24 **Loan issuance fee:** Commission payable by the Borrower to the Lender for the issuance of the Loan.
- 1.1.25 **Limit:** means the total amounts approved by the Lender, up to which the Borrower is allowed to have outstanding Loan Amounts at any given time. Limit does not include any cost on Loan maintenance.
- 1.1.26 **Notices:** means the notices and communications between the Lender and the Borrower in relation to this Agreement, pursuant to Article 14 of this Agreement.
- 1.1.27 **Online Account:** means a customer online account mentioned in Article 12 of this Agreement.
- 1.1.28 **Online Account Terms and Conditions:** means the terms and conditions approved by the Lender, governing the maintenance and operation of the Online Account; the Lender publishes at the Website an updated version, as in force, of the Online Account Terms and Conditions, and any amendment to the Online Account Terms and Conditions, shall be notified to the Borrower for consent through the Online Account, pursuant to Article 14 of this Agreement.
- 1.1.29 **Outstanding Amounts:** means, the total amounts that the Borrower is obliged to pay to the Lender under this Agreement, which include the Loan Amounts, the Interest and the Charges (Commissions) as defined in Specific Terms and Conditions of Loan.
- 1.1.30 **Parties or Party:** means the Lender and/or the Borrower, jointly or separately as the case may be.
- 1.1.31 **Payments Schedule:** means the terms for the repayment or payment of any Loan Amount and of the Interest, pursuant to a Loan Application, as in force from time to time, as it may have been amended pursuant to a Loan Amendment Application approved by the Lender.
- 1.1.32 **Payments date:** means the due dates for the return by the Borrower of any Loan Amount, or for the payment of any Interest and/or Charges, pursuant to a Payments Schedule, or to another payment term indicated in this Agreement.
- 1.1.33 **Privacy Policy:** means the policy approved by the Lender, containing the terms and conditions for the treatment of personal data of the Borrower; the Lender publishes at the Website an updated version, as in force, of the Privacy Policy and any amendment to the Privacy Policy, shall be notified to the Borrower for consent through the Online Account, pursuant to Article 14 of this Agreement.
- 1.1.34 **Rectification Notice:** means the notice referred to in Article 15 of this Agreement.
- 1.1.35 **Schedule of Interest and Charges:** means the document approved by the Lender, containing the Interest Rate, the Late Payment Interest and the Charges, as well as the relevant method of calculation; the Lender publishes at the Website an updated version, as in force, of the Schedule of Interest and Charges, and any amendment to the Schedule of Interest and Charges, shall be notified to the Borrower for consent through the Online Account, pursuant to Article 14 of this Agreement which is consisting part of this Agreement.
- 1.1.36 **Signing Date:** means the date upon which this Agreement is signed by both the Borrower and the Lender, as noted here above.
- 1.1.37 **SMS Code:** means a 6-digit SMS confirmation and security code send by the Lender to the mobile phone number owned and registered by the Borrower as part of the Borrower's Contacts as defined herein in this Agreement. Parties hereby confirm and recognize that all actions taken by the Borrower which are confirmed, unless otherwise provided herein, by an SMS Code, are to be recognized as explicit consent provided by the Borrower, and the Borrower understands and agrees that the Borrower is liable for all legal consequences that might arise from providing said consent via SMS Code. The Borrower is obliged keep SMS Code sent by the Borrower secret, and not make it available to any third parties.

- 1.1.38 **Termination Notice:** means the notice referred to in Article 15 of this Agreement.
1.1.39 **Website:** means the website of the Lender, at www.cementwala.co.in

2. Interpretation

- 2.1 This Agreement, unless another meaning becomes apparent from the content of the relevant provision, shall be interpreted pursuant to the following:
- 2.1.1 When a reference is made in this Agreement a reference is made to an article, section, paragraph or document, unless otherwise indicated, such reference shall be to an article, section or paragraph of this Agreement, or to such other document indicated in this Agreement, it is in force.
- 2.1.2 The headings and titles of articles, paragraphs, or sub-paragraphs, contained in this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of the relevant provision.
- 2.1.3 Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”.
- 2.1.4 The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular article, section or paragraph of this Agreement.
- 2.1.5 References to a term in "days" shall be a term in calendar days, unless specifically referred to as Business Days. A period of one or more calendar days or Business Days starts on the following calendar day or Business Day, respectively.
- 2.1.6 References to a term in "weeks", "months" or "years" shall be calculated from date to date ("corresponding day"); in case of terms determined in “months”, if the last calendar month of the period has no “corresponding day” to the day of the calendar month on which the period started, then the term shall end on the last calendar day of the last calendar month of the period.
- 2.1.7 The defined terms are applicable to the singular as well as the plural forms of such terms.

3. Scope of the Agreement

- 3.1 Subject to the terms and conditions of this Agreement, the Lender hereby accepts to lend money to the Borrower by extending to Borrower a credit line, up to the amount of the Limit, and the Borrower accepts to borrow money from Lender, from time to time, and to return the borrowed funds, and to pay the Interest and Charges, pursuant to the terms and conditions determined in this Agreement.
- 3.2 Purpose of this Agreement is providing loan to Borrower for buying raw material for construction from www.cementwala.co.in.
- 3.3 The credit limit shall not be used for any other purpose except section 3.2 of the agreement and the lender will not be liable to forward any credit to the borrower for any other purpose.

4. Duration and Settlement Security Instrument

- 4.1 This Agreement is made for and shall remain valid and in full force and effect for an unlimited period of time starting on the Signing Date (the “Duration”), unless this Agreement is terminated pursuant to Article 15.
- 4.2 Upon the receipt of the Notice on the Borrower’s withdrawal, the Lender shall inform the Borrower through a written Notice on the amount to be repaid, if any, which includes any disbursed amount, the accrued Interest for the relevant days, as well as costs that the Lender has incurred with third parties for the approval and disbursement of any loan amount.
- 4.3 The borrower should submit
- 4.4 Should the Borrower fail to repay the above-mentioned amounts within a term of 30 (thirty) days of the Lender’s Notice, then the withdrawal of Borrower from this Agreement shall be without prejudice to the application of the provisions of Articles 10, 11, 14, 16, 18, 19 and 20 of this Agreement, which will prevail to the withdrawal of the Borrower.

5. Limit

- 5.1 Upon signing of this Agreement, the Lender a notice communicates to Borrower the approved limit.
- 5.2 The Lender, at its sole discretion, shall be entitled to reduce the Limit with immediate effect, in case the Borrower fails to meet its Agreement commitment hereunder or risks a significant loss/reduction of the income declared in the loan application, and/or in any subsequent creditworthiness assessment that may be made by the Lender. Any reduction to the Limit shall be notified to the Borrower through a Notice.
- 5.3 The Borrower shall be entitled to submit one or more loan applications, requesting the increase of the Limit previously approved by the Lender. In case of a Loan Application, the Lender shall be entitled to request the Borrower to submit any document that the Lender deems necessary. However, the approval of any Limit increase, shall be discretionary to the Lender.

5.4 Irrespective of any Loan Application, the Lender shall be entitled and hereby is authorized by the Borrower, at its sole discretion, to increase a previously approved Limit, in case the Borrower has a good credit history with the Lender. Any increase to the Limit shall be notified to the Borrower through a Notice.

6. Disbursements and repayment

6.1 Throughout the duration of this Agreement, the Borrower shall be entitled to submit, one or more loan applications, requesting the disbursement of any amount, up to the Limit, and any such amounts Disbursed by Lender shall be a Loan Amount.

6.2 For any loan application made by Borrower under this Agreement, the Borrower shall be liable for the payment of the disbursement fee determined in the Specific Terms and Conditions.

6.3 Borrower may choose pay the fee of loan issuance, or may be added to the loan principal (calculating the interest) and after that pay in monthly instalments in the form of loan application.

6.4 The Lender reserves the right to not make a Disbursement, if the Borrower notifies the Agreement termination, fails to meet its agreement commitment hereunder or risks a significant loss/reduction of the income declared in the loan application, and/or in any subsequent creditworthiness assessment that may be made by the Lender. The Lender additionally reserves the right to not make a Disbursement if the Borrower has not consented to the latest edition of the Credit Limit Terms and Conditions. The Lender reserves the right not to make a Disbursement, if the Borrower has failed to provide any additional information requested by the Lender, including, but not limited to, photo of an original, unexpired and valid identification document, which bears the photography of the Borrower, and documents supporting the creditworthiness of the Borrower, and documents proving the Lender's date of birth and/or address, or if the Borrower fails to answer correctly any of the security questions inquired by the Lender for the purposes of confirming the identity of the Borrower prior to the Disbursement.

6.5 The Disbursements shall be made in online credit, at the Branches of Lender, or at online website.

6.6 Following to a Disbursement, the Borrower shall repay the Loan Amount at the relevant Payment Dates pursuant to the Credit Limit Terms and Conditions and Payments Schedule.

7. Loan Reschedule

7.1 The Borrower is entitled to submit at any time, a Loan Reschedule Application for the amendment of the repayment instalments and Payment Dates in relation to a previous Disbursement.

7.2 For any Loan Reschedule Application made by Borrower under this Agreement, the Borrower shall be liable for the payment of the disbursement fee determined in the Loan Specific Terms and Conditions approved by Lender at the moment of the application. The Lender reserves the right to not approve any Loan Reschedule Application, if the Borrower has not consented to the latest edition of the Lender's Schedule of Interest and Charges.

7.3 The Lender shall be entitled to request the Borrower to submit any document that the Lender deems necessary with respect to a Loan Reschedule Application, and that the approval of any Loan Reschedule Application shall be discretionary to the Lender.

7.4 Any Loan Reschedule Application made by the Borrower, which has been approved by the Lender, shall have the effect of substituting the repayment terms of the previous Payments Schedule. In such case, Borrower will be given new payment plan ("Payment Plan").

7.5 The approval by the Lender of any Loan Application and/or Loan Reschedule Application shall be notified to the Borrower through a written Notice.

7.6 The Borrower may extend the Loan repayment term until the extension term, or to re-schedule the Payment schedule by one month further, by paying the extension commission, considering that the payment of the Agreement payments is not delayed by more than 30 days or the Agreement is not breached otherwise.

7.7 The extension terms of loan become effective when the extension fee of the loan term is duly received by the Lender.

7.8 If the Loan repayment term is extended, during the extension term Borrower pays to Lender only the loan extension fee, but the payment of other Agreement payments is postponed in according to Payment Plan.

8. Interest and charges

8.1 The Borrower shall pay to Lender the interest together with principal at the rate mentioned in the Loan Specific Terms and Conditions, as in force at the moment of a loan application and signed by Borrower according to the request for amendment of loan and approved by the Lender. The Interest shall be calculated as determined in the Credit Limit Terms and Conditions.

8.2 The interest for this credit limit is 0% for thirty days after that the borrowed amount will attract interest of 10% per month if any notice to delay the payment is not given by user to us in written or through e-mail.

8.3 The Interest shall be due and payable by the Borrower on the Payment Dates, pursuant to the Credit Limit Terms and Conditions and Payments Schedule.

8.4 The Borrower shall be obliged to pay to Lender also the additional Charges pursuant to the Credit Limit Terms and Conditions, as in force at the moment that the Charge becomes applicable, and unless otherwise

determined, all Charges must be paid by the Borrower in advance of any application that may be made to the Lender.

8.4 Lender may provide Borrower loan with 0% interest in specific cases and if certain conditions are met pursuant to loan internal rules of Lender. The terms and conditions for the 0% loan will be specified in the Credit Limit Terms and Conditions and List of Prices.

9. Early repayment of the loan

9.1 The Borrower has the right to pay the loan in whole or in part before the payment deadline. In this case, the Lender does not apply interest.

9.2 In any case, if the Borrower wishes to exercise his right to prepay the Loan, he/she is obliged to notify the Lender in advance, at least one business day prior to the exercise of the right. Non-disclosure may have the consequence that the Lender does not apply the reductions in the costs and interest on which the risk falls on the Borrower.

9.3 After the Borrower exercises its right under paragraphs 1 and 2 of this provision, the Lender has the right to an objective compensation for the part of the loan repayment before the deadline.

10. Late Payment Interest

10.1 Should the Borrower fail to repay the loan amount and pays the interest, pursuant to the Loan Specific Terms and Conditions and/or payments date, and/or to pay the Charges due to Lender (the "Outstanding Amounts") then, the Borrower shall be liable to pay to the Lender the Late Payment Interest calculated pursuant to the Loan Specific Terms and Conditions, as in force at the moment of application.

10.2 Late payment interest rate is applied after the fifth day (5) from the day the payment deadline has been reached and is applied from the first day of the payment deadline. Level of calculating late payment interest is 10% per month.

10.3 The application of the Late Payment Interest pursuant to the above provision, is without prejudice to the Lender's entitlement to start the enforcement procedures envisaged in Article 19 of this Agreement, without terminating this Agreement, and/or to terminate this Agreement pursuant to Article 15 hereunder.

11. Payments

11.1 Any payments due and payable to Lender under this Agreement, shall be made by Borrower at any Branch or any Lender's Bank Account, or any of the duly authorized partners of the Lender which are listed on the Website and/or at any Branch, in the agreed currency for the Loan Amount, Interest and Charges. Any payment due by Borrower under this Agreement shall be deemed as effectively paid to Lender, once the funds are actually delivered at the Branch, at an authorized partner or credited in any Lender's Bank Account and will be available for withdrawal by the Lender.

11.2 Any banking costs, tax or administrative costs related to any disbursement made by the Lender shall be charged to the Borrower.

11.3 The Borrower hereby agrees and consents that from any amounts to be paid/disbursed to Borrower; the Lender may withhold and set-off any of the Charges and/or any other amount that the Borrower owes to the Lender.

11.4 In case the payments due and payable to Lender are to be made by a third party authorized by Borrower, the Borrower must duly inform the Lender prior to said third party executing payments due and payable to Lender, by delivering a Notice on that mentioned herein, indicating the details of the third party as per the request of the Lender. The Lender is not obliged to accept any un-identified third party payments made on behalf of the Borrower if the Borrower has failed to duly inform the Lender as per that mentioned under this Agreement.

12 Online Account

12.1 Upon signing of this Agreement, the Borrower opens and maintains a Customer Online Account (the "Online Account") with the Lender, pursuant to the terms and conditions applicable to the Online Account (the "Online Account Terms").

12.2 The Online Account shall be accessed electronically at the Website pursuant to the Online Account Terms.

12.3 The Online Account shall serve as a platform for the Borrower to manage his/her relations with the Lender regarding this Agreement, which includes, obtaining information on the balance of obligations, and details of recent transactions, making changes to the Borrower's data, bank accounts and profile, making and receiving Notices to/by the Lender, making applications for disbursements and changes to

12.4	the terms of the loan, etc. The data of the Online Account shall be treated by the Lender pursuant to the applicable Privacy Policy.
13 Borrowers Representations and Warranties	
13.1	Upon signing of this Agreement, the Borrower represents and warrants the following to the Lender:
13.1.1	All of the information/documents submitted by the Borrower for the approval of its initial loan application to the Lender, as well those to be submitted with respect to any subsequent creditworthiness assessment that may be made by the Lender, are/will be true and accurate in all material respect, as of the date of their submission with the Lender.
13.1.2	The Borrower has obtained from Lender all the necessary pre-Agreement explanations on the terms and conditions applicable to this Agreement.
13.1.3	This Agreement has been freely entered into by the Borrower, and it constitutes binding and enforceable obligations for the Borrower, its successors and permitted assignees.
13.1.4	At the Signing Date, the Borrower is not under mandatory enforcement and/or bankruptcy procedures, and such procedures are not likely to occur, and the Borrower will immediately notify the Lender on the occurrence of any event that may lead to the risk of the start of mandatory enforcement and/or bankruptcy procedures.
13.1.5	The Borrower will immediately notify the Lender on the occurrence of any event that may lead to the risk of a significant loss/reduction of the Borrower's income, declared in the initial loan application to Lender as well those to be submitted with respect to any subsequent creditworthiness assessment that may be made by the Lender.
13.1.6	The Borrower will immediately notify the Lender on any change of its details noted here above in this Agreement.
14 Languages and Notices	
14.1	The language of this Agreement is the English language, and all notices, demands, requests, statements, certificates or other documents or communications required or permitted under, or otherwise made in connection with this Agreement ("Notices") shall be in English, and shall be made in writing.
14.2	The Lender may submit Notices at the physical address declared by the Borrower here above in this Agreement, at the Borrower's email address, or at such other addresses or contacts as the Borrower may designate by Notice from time to time. The Lender may also perform Notices to Borrower by posting electronic messages at the Online Account.
14.3	The Borrower may submit Notices at the physical address of the Lender, or posting electronic messages at the Online Account.
14.4	Any Notice submitted by Lender shall be deemed to take effect for the Borrower, immediately upon sending of the message, or upon logging in at the Online Account.
14.5	Any Notice submitted by either Party at the physical address of the other party through the postal service, shall be deemed to take effect on the date which is two days following to the date of dispatch of the Notice by registered or certified postal service, irrespective of the actual moment of receipt.
14.6	Notwithstanding the foregoing, any Notice delivered by other means of communication, which is evidenced to have been effectively made/received, shall not be invalid because it has been made differently from the above.
15 Termination and Consequences	
15.1	A material breach of this Agreement by the Borrower shall constitute an "Event of Default" under this Agreement.
15.2	In case of an Event of Default, the Lender may terminate this Agreement by issuing a notice in writing (the "Termination Notice") to the Borrower, following the expiry of the period specified in a written rectification notice (the "Rectification Notice") (which period must be reasonable, but not less than 7 (seven) days):
15.2.1	If the Event of Default remained uncured by the Borrower during such period, or
15.2.2	In case the Event of Default cannot be cured, if during such period an adequate compensation has not been agreed upon between the Parties.
15.3	A termination notice issued by the Lender in accordance with this Article, shall have the effect of terminating this Agreement with immediate effect or, if appropriate, by any later date specified in the Termination Notice.
15.4	Without prejudice to the foregoing, the Parties explicitly agree that the Lender shall be entitled to immediately terminate this Agreement through a written Termination Notice to the Borrower, in the following cases:
15.4.1	The Borrower fails to pay the outstanding amounts pursuant to this Agreement; or

15.4.2	The Borrower is in breach of its representations and warranties of Article 13 of this Agreement; or
15.4.3	The Borrower has suffered a significant loss/reduction of the income declared in the loan application, and/or in any subsequent creditworthiness assessment that may be made by the Lender;
15.4.4	The Borrower does not accept any update that the Lender may approve to the Terms of the Online Account as well as to the Privacy Policy.
15.4.5	If Lender cannot provide the Loan to the Borrower anymore.
15.4.6	If Lender has determined that the Borrower has become a politically exposed person;
15.4.7	If Lender has been announced as incapable to act with full legal and business capacity.
15.5	The Borrower may terminate this Agreement through written Termination Notice, in case of a Limit reduction pursuant to Article 5.2, of a refusal to Disburse amounts pursuant to Article 6.4 or if, within the period mentioned in Article 17.3 of this Agreement, he/she elects not to accept the amendment Notified by the Lender pursuant to Article 17.3 of this Agreement, within the term mentioned in that Article 17.3.
15.6	Both Parties may additionally terminate at will this Agreement, without stating any reason, by submitting written Termination Notice to the other Party, at least 30 (thirty days) days in advance.
15.7	The Borrower may not terminate this Agreement other than as set out here above in this Article.
15.8	In case of termination of this Agreement, the Outstanding Amounts owed by the Borrower shall accelerate and become due and payable by the Borrower, within 30 (thirty days) days of the effective date of termination, irrespective of any previously agreed payment term.
15.9	The termination of this Agreement is without prejudice to the application of the provisions of Articles 10, 11, 4, 16, 18, 19 and 20 of this Agreement, which will survive to the termination of this Agreement.

16 Governing Law and Jurisdiction

16.1	This Agreement shall be governed by the laws of the Indian Contract Act 1872.
16.2	Each of the Parties hereto irrevocably agrees that any action, suit, or proceeding, including any interim measure of protection or preliminary relief, arising out of or in connection with this Agreement (the "Dispute"), shall be exclusively brought and finally settled by competent court of the state of Bharat.
16.3	The Parties further agree that the commencement or the continuation of the procedures for the settlement of a Dispute shall not constitute a valid ground for the suspension of this Agreement, and shall not release the Borrower from the obligations undertaken hereunder.

17 Entire Agreement, Amendments and Notices

17.1	This Agreement, including its preambles and the attached documents, constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement, and supersedes all previous Agreements, Agreements, whether oral or in writing, between the Parties with respect to the same subject matter.
17.2	Neither this Agreement nor any of its provision may be amended or modified except pursuant to an Agreement in writing (shall include Agreements in electronic form) entered into by the Parties, and any such amendment shall take effect on the date of signing (unless a later effective date is agreed) by both Parties.
17.3	Without prejudice to the foregoing, the Parties agree that the Lender shall be entitled to amend the Interest applicable to an already disbursed amount, by notice to the Borrower, if after the Disbursement the Lender updates the Schedule of Interest and Charges, (i) such amendment shall not take effect for the Borrower prior to the expiry of a term of 30 (thirty) days from the date of the Notice of the Lender, and that (ii) during such 30 (thirty) days period the Borrower shall be entitled to terminate this Agreement, without penalties, pursuant to Article 15.5 of this Agreement.
17.4	Should the Borrower fail to submit to Lender a written Termination Notice pursuant to Article 15.5 of this Agreement, within the above mentioned 30 (thirty) days period, then the Interest amendment Notified by the Lender shall start to be applied as from the expiry of the above-mentioned term.
17.5	The Borrower is obliged to notify the Lender in writing of any change of bank account, mobile phone number, address, e-mail, and any other written information so that the change is effective. The same should be also for the Lender regarding the changes to the Terms and Conditions of the Online Account

18 Assignment

18.1	The Borrower's rights and obligations under this Agreement may not be assigned and transferred to a third person without the prior written consent of the Lender having accepted such third person as new borrower, which consent shall be discretionary to the Lender, provided however that in case the Borrower is deceased, the obligation to repay the Outstanding Amounts shall be assigned to his/her legal successors, in accordance with the law.
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18.2 Upon signing of this Loan Agreement, the Borrower hereby irrevocably grants his/her unconditional consent for the Lender to assign and transfer this Agreement, and any of its rights and obligations hereunder, to a third person, which will become the new Lender, subject to a written Notice to the Borrower on the occurred assignment and on the identity of the new Lender. Upon signing of this Loan Agreement, the Borrower hereby irrevocably grants his/her unconditional consent for the Lender to grant rights, in any form, in favor of its financing parties, on the payment claims and other receivables of the Lender under this Agreement.

19 Executive Title

19.1 This Agreement is an act for granting of credits by non-bank financial institutions, and as such it constitutes a mandatory executive title for the Borrower.

19.2 If the Borrower fails to repay the outstanding amounts, pursuant to the terms and conditions of this Agreement, the Lender shall be entitled to start the mandatory enforcement procedures against the Borrower, without prejudice to the Lender's rights to pursue other remedies available under this Agreement or the Law.

20 Miscellaneous

20.1 No waiver by or on behalf of the Lender of any of its rights under this Agreement shall release the Borrower from full performance of the obligations stated in this Agreement, save to the extent of such explicitly waiver is made in writing by the Lender.

20.2 Any non-exercising of contractual or legal rights by the Lender, shall not be construed as a waiver of that right and shall not affect the ability of the Lender to subsequently exercise that right or to pursue any remedy.

20.3 If any provision of this Agreement is held to be illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired. Invalid provision will be automatically substituted from another provision of Agreement that reflect willing of parties.

20.4 We outsource third party services for recovery of the given credit and we will not be liable for any actions of recovery team.

20.5 The Borrower has the right to submit complaints to the Lender with regards to the fulfilment of rights or obligations of both Parties under this Agreement or applicable law. Such complaints by the Borrower are submitted in writing and sent by registered mail to the address of the Lender. The Lender undertakes to respond to said complaint of the Borrower in writing within 30 (thirty) days of the receipt of the complaint.

20.6 For any other matters not covered above the Borrower has the right to submit any question to the Lender by sending an e-mail.

