

EOS Slovensko Finance, s.r.o. · Prievozská 2 · 82109 Bratislava

General conditions for granting a consumer loan to the lender EOS Slovensko Finance, s.r.o.

Effective from: 15.02.2023

EOS Slovensko Finance, s.r.o. (hereinafter referred to as "EOS") issues these General Terms and Conditions (hereinafter referred to as "GTC").



- **1.** The GTC become part of all credit agreements concluded between EOS and the consumer and determine part of the content of the obligation unless the relevant contract between EOS and the consumer provides otherwise.
- **2.** Unless otherwise agreed between EOS and the consumer, the relations between them shall be governed by the law of the Slovak Republic.
- **3.** A consumer is a natural person or a natural person entrepreneur:
- (a) with which EOS has entered into a loan agreement; or
- (b) whose action is directed towards the conclusion of a credit agreement; or
- c) a third person who, on the basis of a power of attorney or dispositional authorizations, acts on behalf of a natural person or a natural person of the entrepreneur.
- **4**. The consumer undertakes to pay the total amount under the credit agreement (hereinafter referred to as the "Agreement"):
- a) in the form of a deposit to the creditor's account maintained with UniCredit Bank Czech Republic and Slovakia, a. s., IBAN: SK46 0900 0000 0006 3017 6844 or;
- (b) by means of a transfer of funds from the consumer's account to the account of the creditor; or (c) in cash at the creditor's registered office.

The consumer undertakes to indicate the correct variable symbol, which is the contract number, for each payment to the creditor.

- **5.** During the entire term of the contract, the creditor is obliged, at the consumer's request, to provide the consumer free of charge with a statement of account in the form of an amortisation table within the meaning of Section 9(3) of the Act on Consumer Loans and Other Loans and Loans for Consumers and on Amendment. certain acts (hereinafter referred to as the "Act on Consumer Loans or Act No. 129/2010 Coll.").
- **6.** The loan shall bear interest at a fixed interest rate, the amount of which shall be specified in the credit agreement. The amount of interest per month is calculated according to the following formula:

$$\dot{u} = a * \left[1 - \frac{1}{(1+i)^{n-k}} \right]$$

$$m = a * \frac{1}{(1+i)^{n-k}}$$

a - anuita (a = ú + m)



U - the amount of interest

m - size of the mortgage

I - Interest rate

n – total number of instalments

K - Number of instalments made

The creditor uses the ACT/ACT interest method when calculating interest, i.e. the actual number of days in the coupon period, the length of the year being 365 days. The interest rate is not linked. to any index or to reference interest rates and no conditions for applying an interest rate are given. The interest rate is fixed for the entire loan period.

7. The Annual Percentage Rate of Charge (APR) specified in the credit agreement shall be calculated

an equation within the meaning of the Act on Consumer Loans according to the following formula:

$$\sum_{k=1}^{m} C_{k} (1+X)^{-t_{k}} = \sum_{1=1}^{m'} D_{1} (1+X)^{-S_{1}}$$

X - Annual percentage rate of charge

m – last drawdown number

k - drawing number, therefore $1 \le k \le m$

Ck - pumping height k

TK – interval, expressed in years and fractions of a year, between the date of the first drawdown and the date of each subsequent drawdown, therefore t1 = 0

M'- number of the last instalment or payment of fees

I - Number of the repayment or payment of fees

DI – amount of instalment or payment of fees

SI - the interval, expressed in years and fractions of a year, between the date of the first drawdown and the date of each repayment or payment of fees.

The equation expresses the APRC, balancing on an annual basis the total present value of the drawn down loan funds, on the one hand, and the amount of remuneration, on the other. The APR calculation is based on the assumption that the loan was granted immediately and in full and that the contract will remain valid for the agreed period of time, while the creditor and the consumer will fulfill their obligations under the conditions and within the periods specified in the contract.

8. The consumer hereby gives explicit consent to the creditor sending reminders, in addition to the form of letters, by SMS to a mobile telephone number or by e-mail to the e-mail address specified by him in the credit application, contract or contacts subsequently communicated to the consumer, and also gives his consent to be contacted by the creditor by telephone. The consumer agrees to



the creditor sending notices or reminders, including by automated means of electronic communication.

- **9**. In the event that the consumer is in arrears with the payment of his debt, he undertakes to pay interest on late payment to the creditor in the amount according to § 517 par. 2 of Act no. 40/1964 Coll. Civil Code, as amended and in accordance with Government Regulation no. 87/1995 Coll. as amended.
- **10**. The creditor warns the consumer that if the consumer is in arrears with the payment of one monthly instalment for more than 3 months, the creditor is entitled to declare an extraordinary maturity of the consumer credit and call on the consumer to pay the total amount due within the period specified by him.
- **11.** The consumer shall be entitled to repay the consumer credit, in whole or in part, at any time during the term of the contract before the final maturity date. In such a case, the consumer is obliged to pay the interest accrued only for the period of time between the granting of the consumer credit and its repayment.
- **12**. The obligation under the contract shall cease upon its timely and proper performance by the consumer. In addition to the termination of the obligation by performance, this obligation is terminated by agreement between the creditor and the consumer pursuant to \S 570 et seq. of Act no. 40/1964 Coll. Civil Code, as amended, by set-off pursuant to \S 580 et seq. of Act no. 40/1964 Coll. Civil Code, as amended, and by settlement pursuant to \S 585 et seq. of Act no. 40/1964 Coll. Civil Code, as amended.
- **13.** The consumer is entitled. withdraw from the contract without giving any reason within 14 calendar days from the date of conclusion of the contract or from the day when the contractual conditions are delivered to him pursuant to § 9 of Act no. 129/2010 Coll., if this day follows the date of conclusion of the consumer credit agreement. If the consumer credit agreement does not contain contractual conditions according to § 9 of Act no. 129/2010 Coll., the period for withdrawal from the consumer credit agreement zaí.na run from the moment when the consumer received these conditions. The notice of withdrawal shall be sent by the consumer to the creditor in writing or on another durable medium accessible to the creditor. The withdrawal period shall be deemed to have been observed if the notice of withdrawal. from the contract was sent no later than the last day of the 14-day period. Where the consumer exercises the right of withdrawal, he shall be obliged to pay the creditor the principal and interest on that principal from the date on which the consumer credit was granted until the date of repayment of the principal, without delay and no later than 30 calendar days after the notice of withdrawal has been sent to the creditor. Interest shall be calculated on the basis of the agreed interest rate on the consumer loan. If the consumer exercises the right of withdrawal under this paragraph, the creditor does not. a claim for any compensation



from the consumer other than compensation for non-refundable charges paid by the creditor to a public authority in respect of that consumer credit.

- **14.** The consumer may file a complaint in writing at EOS Slovensko Finance, s.r.o., Apollo Nivy, Prievozská 2, 821 09 Bratislava or by e-mail at staznosti@eos-finance.sk. More detailed conditions for filing a complaint and the procedure for settling a complaint are specified in the current Complaints Procedure for the provision of consumer loans, issued by the lender. If the consumer is not satisfied with the way in which the creditor has handled his complaint or if he believes that he has violated his rights, the consumer has the right to turn to the creditor for redress. If the creditor responds to the complaint in a negative way or if he does not respond to it within 30 days of sending it, the consumer has the right to file a proposal to initiate alternative dispute resolution under Act No. 391/2015 Coll. on Alternative Resolution of spotrebitelsk.ch Disputes and on Amendments to Certain Acts; The possibility of going to court is not affected. If the consumer has concluded a written consumer arbitration agreement with the creditor pursuant to Act No. 335/2014 Coll. on Consumer Arbitration and on Amendments to Certain Acts, he has the right to file a lawsuit with the permanent arbitration court agreed in the consumer arbitration contract in cases agreed in the consumer arbitration agreement. This does not affect the possibility of going to court until consumer arbitration proceedings are initiated.
- **15.** Supervision of compliance with the creditor's obligations under Act No. 129/2010 Coll. is carried out by the National Bank of Slovakia, with its registered office at Imricha Karvasa 1, 813 25 Bratislava.
- **16.** Slovak is considered to be the decisive language for contractual relations.
- **17**. The consumer is obliged to inform EOS of changes in personal data and documents communicated or submitted to EOS in writing or by telephone immediately after such change has occurred.
- **18.** Where a credit product is granted to two or more persons at the same time, their rights and obligations shall be joint and several.
- **19**. The consumer agrees that EOS may assign any claims arising from the contract against the consumer. The consumer can only assign his claims against EOS with the prior written consent of EOS.
- **20.** The consumer agrees that EOS will accept the performance of his obligation offered by a third party.