



Loan Terms and Conditions

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Content

Personal Loans - Term loans	1
1 Choosing the product that is right for you	1
2 The loan	1
3 Interest, fees and charges	1
4 Repayment	1
5 Prepayment	2
6 Additional services for your account	2
7 Cancellation	2
8 Privacy Policy	2
Meaning of words	2
9 Meaning of words	2

Important notice

You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with term loans products. You must read it in conjunction with our Client Terms, the product brochure and any other documents forming our lending agreement. To the extent of any inconsistency between these terms and our Client Terms, these terms prevail and if there is any inconsistency between the approval and any other part of our lending agreement, then the terms in the approval prevail. These terms do not apply to any existing personal installment loan you have with us to the extent that they are subject to separate terms and conditions.

Key words

The meaning of key words printed like this and other words used in our lending agreement is explained in our Client Terms. Some additional key words which apply to the products referred to in these terms are explained at the end of these terms.

How to contact us

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our products, you should contact us via email or call +1(314) 384-2172

1 Choosing the product that is right for you

You should look at (see contact details under "How to contact us" at the front of these terms) to discuss how we may be able to structure your loan to suit your personal lending needs. We can also explain any of the features of, or the terms applying to, any loan product.

2 The loan

We may provide the loan

- 2.1 If we issue an approval, we agree to provide a loan up to the limit and for the term specified in the approval. The limit or term may be different to the limit or term you asked for in your application. You are not authorized to utilize the fund for purchase of any kind of Govt. Securities.

Purpose

- 2.2 You must use the loan only for the purpose set out in the application or as otherwise approved by us.

Requesting funds

The loan shall be made available for the customer from the date of the Bank's acceptance of this application until such time as stipulated in any letter and this facility shall be a continuing one until full adjustment of the dues of the Bank with interest and other charges

Top up loan

- 2.3 If you ask, we may agree to provide a top up loan subject to your eligibility and our approval.

How we provide the loan

Usually we provide the loan by depositing it into the nominated account. For take over loans a pay-order is issued to close the loan that is to be taken over the lender is authorized to open and maintain account(s) for the purpose of administering and recording payments by the customer in respect of the loan.

- 2.4 If we provide the loan by check, the check is only valid for the period we specify and installments are payable even if the check is not cashed.

3 Interest, fees and charges

Interest

- 3.1 You must pay interest on the loan monthly in arrears at the rate set out in the approval or otherwise in our loan agreement or any other rate we determine.
- 3.2 Unless otherwise specified in our loan agreement, interest accrues on a daily basis and is calculated on the basis of 365 day year (a 366 day year in the case of a leap year)
- 3.3 Interest is charged to your account on the installment payment date of each month as notified in the approval.
- 3.4 Interest is payable on the dates set out in the approval or elsewhere in our banking agreement.
- 3.5 Any overdue payment incurs interest at the default rate (which is

2.00% interest rate monthly) set out in the tariff booklet or elsewhere in our loan agreement (see "Interest, fees and charges" in the Client Terms).

- 3.6 Interest rate is fixed and is not subject to change.

Fees and charges

- 3.7 The fees and charges for the loan are set out in the tariff booklet or such other document as we may notify you.
- 3.8 In addition to charging interest at the default rate, we may charge a late payment fee for any overdue payment as set out in the tariff booklet or elsewhere in our loan agreement. Please contact us for further details.

4 Repayment

Repayment by installments

- 4.1 You must repay the loan in installments as per terms and conditions of the Loan Arrangement Letter. We notify you the amount of the installment and each installment payment date in the approval or otherwise in writing.
- 4.2 Any balance owing for the loan (after payment of all installments) must be repaid on the final payment date we notify you.
- 4.3 The installments are payable even if you do not withdraw any of the loan funds we deposit in the nominated account.
- 4.4 If we vary the interest rate on the loan, we may vary the installment amount and the number of installments.

Methods of repayment

- 4.5 We advise you of the manner in which you must repay the installments. For example, we may ask you to nominate an account for repayment by direct debit and give us documents to facilitate direct debit from the nominated account.
- 4.6 All payments required to be made in respect of the loan, shall be made by you on the respective due dates and you hereby irrevocably authorize the Bank to debit any of your accounts with the Bank with all amounts owing in respect of the loan, including interest and charges and expenses (together the "indebtedness"), at such time as the same shall become or be due and payable and transfer such sum to the loan account for adjustment but in any case you shall always remain liable and agree to make payment in full of all such sums to Us.
- 4.7 You must comply with our usual requirements for the relevant payment method, including any set out in this clause.

Payment in full if we ask

- 4.8 If in default for more than 30 days, despite any other term of our lending agreement, we may demand payment of the loan in full, together with all accrued but unpaid interest, fees and costs in connection with the loan.
- 4.9 We reserve the right to withdraw the loan and demand repayment if there has been any default for more than 30 days in repayment of the loan

What happens if you do not pay

4.10 If you do not make an installment on or before the relevant due date:

- the loan plus all accrued but unpaid interest plus any other sum due to us is immediately due and payable; and
- We may charge you a late payment fee and/or penal interest as set out in the tariff booklet or elsewhere in our banking agreement.

How we apply payments

4.11 Subject to law, we may use amounts we receive from any of your installments to pay interest rather than to reduce the principal amount you owe us or to pay amounts you owe us in any order we choose. For example, we may allocate a higher proportion of any one or more of your installments to interest rather than to the principal amount you owe us.

5 Prepayment

5.1 By accepting the Loan, you agree not to settle the same fully or partially before payment of 6 Equal Monthly Installments, unless otherwise agreed with the Firm. In case of partial settlement minimum settlement amount shall be at least 25% of the outstanding.

5.2 You may prepay all or part of the loan if:

- you give us at least 10 business days' notice in writing; and
- When you prepay, you also pay all accrued but unpaid interest, fees and costs in connection with the loan (with NO early settlement fees).

5.3 The customer agrees that the Bank will require 10 working days from the date of receiving the instruction for closure of the facility and shall bear any payments that may be due within the period

6 Additional services for your account

6.1 We may offer additional services for your account. These may include balance transfer programmes, funds transfer programmes and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.

6.2 If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.

7 Cancellation

Our Client Terms set out when you and we may end your use of any product and what you need to do if that happens. This includes immediate payment of the balance owing for the loan. This clause sets out additional circumstances in which you or we may cancel the loan.

You may cancel the loan by giving us reasonable notice in writing. However, we may charge you a cancellation fee.

8 Privacy Policy

Financial Solutions LLC is committed to upholding your privacy as a valued customer and user of this or any other Financial Solutions LLC platform. The personal data ('Data') we collect about you is held securely and treated in accordance with our Privacy and Data-sharing Policy. Whenever you provide us Data, you are consenting to its collection and use as explained in our [data policy](#).

We operate an integrated communications programme, which means we use your Data to communicate with you through several different channels; including direct mail and email. Our aim is to keep you up-to-date with all the latest news from Financial Solutions LLC, however if you feel you no longer wish to receive direct mail or email communications from us, you are able to 'opt out' of them individually at any time.

9 Meaning of words

You also need to refer to our Client Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Client Terms, the definition in these terms applies for the purposes of personal loans.

Default rate means the rate of interest per annum which applies to overdue payments or amounts owing in excess of a limit as set out in our banking agreement.

Limit means, for a personal loan, the limit set out in the approval for the product (as we may vary at any time).

Loan means the outstanding principal amount of each drawdown of a loan made under these terms. It includes a top up loan.

Our lending agreement means the agreement between you and us when we accept an application from you, the terms of which include our Client Terms and these terms.