

## Avantcard DAC terms and conditions

### 1. Definitions

**account** means the loan account in your name, which we open for the purpose of this loan credit agreement.

**accountholder** means you, the person borrowing, in whose name the account is held.

**agreement** means this personal loan agreement including these terms and conditions.

**business day** means any day other than Saturdays, Sundays, public holidays or bank holidays in the Republic of Ireland.

**credit reference agencies** – these include the Irish Credit Bureau (ICB) and the Central Credit Register (CCR).

**drawdown date** is the date on which we issue the loan by transferring the funds to you or any other person on your behalf and in line with your instruction.

**EVO Banco Group, we, our** – means EVO Banco Group including EVO Banco SAU and any business bought or taken over by EVO Banco SAU, EVO FINANCE EFC SAU, Avantcard DAC and any other businesses in their groups or subsidiaries, parent companies, any affiliated company or subsidiary of any of its parent companies, and any person to whom we transfer any of our rights or obligations under this agreement.

**interest period** means the period from (and including) the drawdown date to (but not including) the first payment day and each period starting on (and including) a payment day and ending on (but excluding) the next payment day.

**loan** means the amount of credit referred to in the important information notice set out on the front of this loan credit agreement.

**month** is a calendar month.

**monthly instalment** is the amount which you must pay under this loan credit agreement each month on the payment day, as shown in the important information section on the front of this loan credit agreement. The monthly instalment may change in line with the term of this loan credit agreement.

**payment day** means the day for paying each monthly instalment. This is the day one month after the drawdown date and every month after this in line with this loan credit agreement.

**personal information** means personal data within the meaning of the Data Protection Acts 1988 and 2003 and, when it comes into effect, the Data Protection Act 2018 (**data protection acts**).

**you, your, the borrowers** means the person or people who have entered into this loan credit agreement and in whose name the account is held, each of their personal representatives, and anyone the agreement is lawfully assigned or transferred to.

In this agreement the headings are for convenience only and do not affect the interpretation of this loan credit agreement.

References to any legislation include references to any amendments or re-enactments of that legislation. When we refer to paragraphs, we mean the paragraphs in this loan credit agreement.

### 2. Type of loan

This is a fixed-rate term loan for your personal purposes. You confirm that the loan is not for the purpose of buying or keeping property rights in land or in an existing or proposed new building, and that the loan has not and will not be secured by a charge, mortgage or other security on residential property or secured by a right related to residential property.

### 3. Advance of the loan and interest

**3.1** Depending on the terms of this loan credit agreement, we will pay you the loan when we have received the loan credit agreement which we and you have signed, along with the signed and completed direct debit form. We will treat digital signatures as acceptable for the purposes of this loan credit agreement in line with the Electronic Commerce Act 2000 (as amended).

**3.2** We will charge, and you will pay, interest on the loan until you have repaid the loan in full. The interest will be due after as well as before any demand or judgment against you or your bankruptcy or insolvency, and even if we get a court order against you for paying some or all of the loan.

**3.3** We will work out the interest on the loan at the borrowing rate shown in the important information section on the front of this loan credit agreement.

**3.4** We will add interest which builds up in any interest period to the loan and you must pay it on the next payment day or, if earlier, when you repay the loan in full.

**3.5** The interest rate is a yearly rate. We work out the interest on the daily balance you owe based on a 365-day year (or 366 days in the case of a leap year). You will pay the interest as part of your monthly instalment. If you do not pay your instalments on time, any unpaid amounts (including interest due) will be added to your debt and so you will pay extra interest.

**3.6** We may change the method of working out and applying the interest (including whether it is charged in arrears or advance) to reflect changes in our procedures or systems, if it is reasonable to do so. However, any change in the way in which we work out interest will not increase the total amount you will have to pay under this loan credit agreement. We will give you at least 30 days' notice about any change in the method we apply and work out interest.

**3.7** A certificate signed by one of our officers stating the rate of interest for this loan credit agreement at any time will be the only evidence required as proof of the interest which applies to this loan credit agreement at that time.

**3.8** We work out the APR set out in this loan credit agreement using the following assumptions.

- (i) That all payments in connection with the loan will be made when due, and no fees or charges as set in paragraph 8 will be charged in connection with the loan.

- (ii) That the loan will not be repaid early.

#### **4. Payments**

- 4.1** You must pay your monthly instalment on each payment day. You must also pay any fees and charges or other amounts when they fall due under this loan credit agreement.
- 4.2** Unless we agree otherwise, you may change the date on which you pay monthly instalments (other than the first instalment), on one occasion only during the term of this loan credit agreement.
- 4.3** If any payment falls due on a non-business day, it will be collected either on the previous business day or the next business day after it falls due. We will treat that date as the payment day for that month. If a repayment is due on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of a month and there is no such date in that month, the repayment will be due on the last day of the month. We will treat that as the payment day for that month.
- 4.4** Monthly instalments must be paid by direct debit.
- 4.5** Any payment you make will take effect on the date on which it is paid into your account, as long as it clears. If you fail to pay any amount owing under this loan credit agreement you will, if we tell you to do so (and without affecting our other rights but depending on any procedure required by law), pay that amount or any other amount that may become due by direct debit. You must make sure that the direct debit goes through on time.
- 4.6** You must make all payments to us in euro.
- 4.7** If we process payments automatically, we may accept partial payments marked as 'payment in full and final settlement', or other similar language, without losing our right to claim the full payment.
- 4.8** For the purposes of this loan credit agreement, both time and method of payment are an essential part of the agreement.
- 4.9** We may change the amount of a monthly instalment to make sure that the loan, interest, fees and charges and any other amount due to us under this loan credit agreement will be paid by the end of the term of the loan. You must pay any outstanding balance in the final monthly instalment.
- 4.10** Unless we agree otherwise, we will use any payment we receive from you (including the monthly payment and any extra amount you have paid) in the following way.
- (i) First, to pay off the balance of any arrears (missed payments), whether they are for the loan, interest or any fees and charges due to us in line with the loan credit agreement. We will decide how we share out your payment between the above.
  - (ii) Second, to pay off any monthly instalment due (but not in arrears).
  - (iii) Finally, to pay off any part of the loan not yet due, to reduce the loan, and so reduce the total amount you need to repay under this loan credit agreement.

#### **5. Missed payments and breaking the loan credit agreement**

- 5.1** You must pay us immediately the amount of any missed payments under this loan credit agreement.
- 5.2** If you break, or are likely to break this loan credit agreement, we may agree to another repayment arrangement, including:
- (a) rescheduling any arrears that have built up over the remaining term of the loan; or
  - (b) extending the term of the loan.
- 5.3** We can register information about missed payments or alternative repayment arrangements with the Irish Credit Bureau, or any similar agency or any credit register.
- 5.4** All amounts you owe us will continue to be immediately due after the original term of this loan credit agreement ends until you repay your balance in full.
- 5.5** We may decide to charge interest (at the borrowing rate shown specified in the important information section on the front of this loan credit agreement) on any missed payments under this loan credit agreement, and may change the monthly instalment as a result.

<p><b>Warning: If you do not meet the repayments on your loan, your account will go into arrears. This may affect your credit rating, which may limit your ability to get credit in the future.</b></p>
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#### **6. Ending the loan credit agreement**

- 6.1** We may end this loan credit agreement and demand immediate repayment of the whole balance (including all interest and charges and fees due) if any of the following happen. If:
- (i) you fail to make a payment in full when it is due;
  - (ii) you break a term of this loan credit agreement and fail to put the matter right;
  - (iii) any warranty, statement or representation you have made to us is untrue in any material (significant) respect;
  - (iv) any judgment or order is made against you;
  - (v) you commit an act of bankruptcy or a bankruptcy order is made against you, or you make a voluntary arrangement or agreement with your creditors without getting our approval in writing beforehand;
  - (vi) your assets are seized or taken control of under a judgment or order;
  - (vii) a receiver or other similar officer is appointed over any of your assets or other steps are taken to enforce any mortgage, charge, pledge or right granted by you;
  - (viii) you stop paying your debts;
  - (ix) you die or become of unsound mind; or
  - (x) any event takes place which, in our opinion, is likely to have a material negative effect on your ability to repay the loan or is not in our interests.
- 6.2** If we demand any payment under paragraph 6.1, we will give you a notice in writing (a **termination notice**) that we plan to end this loan credit agreement giving details of the alleged breach to the agreement. The notice will state that we will end this loan credit agreement unless, within 21 days of receiving the termination notice, you:

- (i) (if the problem can be put right), sort the problem out in a way we are satisfied with; or
- (ii) (if the problem cannot be put right), pay us any amount we reasonably ask for as compensation for breaking the agreement.

**6.3** If after receiving a termination notice you fail to sort the problem out or pay us the compensation we have asked for within 21 days, you must immediately repay the loan together with any interest that has built up and all fees, charges and any other amount due.

**6.4** If we demand any payment under paragraph 6.1, we will let you or your legal representatives know why.

## **7. If you choose to repay the loan early**

**7.1** You may, at any time, repay this loan or a part of it early in line with the European Communities (Consumer Credit Agreements) Regulations 2010.

**7.2** If you repay this loan early, you will be entitled to a reduction in the total cost of the credit in terms of the interest and the costs you would have paid for the remaining term of the loan credit agreement.

**7.3** We will not charge you, or aim to recover, any amount as compensation for costs or possible costs linked to you repaying the loan early.

**7.4** An early repayment which leads to a reduction in the total cost of credit may lead to a reduced term, a reduced instalment or a combination of both.

## **8. Fees and charges**

**8.1** If you break this loan credit agreement, we may charge the default fees and charges shown below. The default fees and charges for breaking this loan credit agreement (which are not included when we work out the APR) are as follows.

(a) If an instalment is not paid (in other words, if any instalment due to be paid is not paid in full or does not reach our account by the due date, or each time a direct debit payment is returned after the due date), we will charge a non-payment fee of €10 per unpaid instalment to your account.

(b) We will charge your account the full amount of any other losses and reasonable costs which we suffer as a result of you breaking this loan credit agreement, including costs of tracing you, telling you about the break, communicating with you about it, and enforcing payment of any amount due under this loan credit agreement.

(c) We will also add any extra interest due on amounts you have not paid under the terms of this agreement.

**8.2** You must pay immediately any fee charged to your account as shown under paragraph 8.1(a).

**8.3** If we demand, you must pay any amount charged to your account as shown under paragraph 8.1(b).

**8.4** We may change these fees and charges from time to time if we consider we need to or it is appropriate to do so to:

(a) reflect changes in our costs as lender for the loan; or

(b) meet relevant legal or regulatory requirements, such as those relating to consumer protection.

We will let you know about any change in line with paragraph 13.

## **9. No commitment to further loans**

Nothing in this loan credit agreement means we have to provide any further loan or other credit facilities to you. If we do, it will be because we decide to do so.

## **10. Your confirmation**

**10.1** You confirm and promise that:

- a) all information you have supplied is true, accurate and complete in all significant respects;
- b) you have given us all significant information so that we can provide the loan;
- c) as far as you know and believe, there are no pending or threatened actions or legal proceedings before any court or tribunal against you nor are there any insolvency proceedings pending or threatened against you;
- d) you have not been judged bankrupt, have not applied for a protective certificate and do not have a Debt Relief Notice, Debt Settlement Arrangement or Personal Insolvency Arrangement under the Personal Insolvency Act 2012 against you;
- e) by accepting the loan credit agreement and carrying out your responsibilities under it, you are not breaking any law or regulation which may apply or any agreement or document which is binding on you; and
- f) there has not been a significant negative change in your financial circumstances since you applied for the loan.

**10.2** We assume that you are confirming and promising the above when you sign this loan credit agreement, and on each day that repayments are due for the loan.

## **11. Personal information**

We will only use your personal information in line with our responsibilities under the data protection acts. For more information on your rights under the data protection acts, see our privacy policy at [www.Avantcard.ie/privacy-and-cookies-statement](http://www.Avantcard.ie/privacy-and-cookies-statement) and the Data Protection Commissioner's website at [www.dataprotection.ie](http://www.dataprotection.ie).

## **12. Changing this loan credit agreement**

We may change the terms and conditions which apply to this loan credit agreement from time to time. Unless the law says we have to use a particular method, we can give you notice by placing an advertisement in at least two daily or Sunday national newspapers outlining the change. We will only make a change to reflect current market practice, the requirements of any law or regulation, or to explain any existing term or condition or make it fairer (as long as this does not change the meaning of the original term).

## **13. Statements and notices**

**13.1** We will make a statement of account available. This will be free of charge and you can ask for one at any time throughout the term of this loan. You must check any statements we issue to you.

**13.2** Other than notices referred to in paragraph 12, we will send all notices, including demands to you at the address you have given us. If you change your name, or if you change your address, or any other contact details, you must let us know as soon as you can. If you don't tell us about any change, we will not be legally responsible for any loss that you suffer as a result of us not being able to contact you about your account.

**13.3** We will always treat you as having received a notice at the address that you have most recently given us. We will assume any notice sent to you, if sent by prepaid ordinary post, is received 48 hours after we sent it to your last-known address, if given by hand, when delivered and if sent by fax, when we receive a confirmation receipt.

**13.4** You must send any written notice to us at; Personal Loans Department, Avantcard DAC, Dublin Road, Carrick on Shannon, County Leitrim or at any other address we may tell you about.

**13.5** We can communicate with you by phone, in writing, by text, by email, or any other communication that we may introduce in the future as appropriate.

#### **14. Transferring the agreement**

**14.1** You may not assign or transfer any of your rights, benefits or responsibilities under this loan credit agreement without our getting our written permission beforehand.

**14.2** We may (without the need for any permission from or notice to you):

- sell an interest in the loan;
- transfer the loan;
- combine our interest in the loan with our interest in other agreements;
- use our interest in the loan as security for any other obligation;
- replace the loan agreement with a new one; or
- in any way dispose of all or any part of our rights, benefits and responsibilities in connection with the loan.

If we do any of these things, all other amounts you must pay us under this loan credit agreement, and the account and any reference to us in this loan credit agreement, will transfer. Whoever we transfer the agreement to will have the right to enforce all rights, powers and discretions under this loan credit agreement in the same way as us.

#### **15. Waiver**

We can delay or choose not to enforce any or all of the terms and conditions under this loan credit agreement without this affecting our ability to enforce that term or condition at any time in the future.

#### **16. Separate paragraphs**

Each paragraph, part of a paragraph or condition of this loan credit agreement is separate from the others. If, at any time, any of the paragraphs is or becomes invalid or illegal and we cannot enforce it, it will not affect the rest of the agreement.

#### **17. Illegality**

If, at any time it is illegal for us to make, fund or allow to stay outstanding any of the advances made (or to be made) by us or to continue to carry out any existing responsibilities under this agreement, as soon as we become aware, we will send you a certificate confirming this and the following will apply.

- (i) We will not have to make advances or carry out our responsibilities if they would be illegal.
- (ii) If we demand, you must repay any amounts due to us, together with any interest that has built up and any other amounts due under the agreement.
- (iii) Our responsibilities would then end.

#### **18. Entire loan credit agreement**

This loan credit agreement represents the entire loan credit agreement between you and us and replaces all previous agreements, arrangements, letters and discussions between you and us about the loan.

#### **19. Power of attorney**

As security for your responsibilities under this loan credit agreement, you are permanently appointing us as your attorney to do anything you have to do under this loan credit agreement. We may pass this power to someone else. You agree to all things we or someone we choose (our delegate) do in exercising this power of attorney.

#### **20. Counterparts**

The loan credit agreement may be signed by you and us on separate copies. If so, they will be as effective as if all signatures were on a single copy of the loan credit agreement.

#### **21. Phone calls and electronic communications**

**21.1** Depending on any law which applies, we may contact you by post, phone, text message, fax, email, online or in person.

**21.2** We may monitor and record phone calls to confirm instructions given, for staff-training purposes, and under our quality-assurance procedures. You agree that we may do this and use any recording or transcript in evidence in any legal action, arbitration, or other dispute proceedings. You also agree that we may communicate with you electronically in relation to the

account, and do not object to us relying on any electronic records purely because they are in electronic form and may not be the best evidence available as to the matters they relate to.

**21.3** You authorise us to accept and act on (as legally binding) instructions you have communicated or sent to us by phone, fax, email or any other electronic communications network or system we operate ('electronic communications') as well as those delivered by hand, post or courier. We do not have to accept and act on your instructions. However, they will be binding on you. Unless we specifically ask, we do not need written confirmation before we can act on your electronic instructions. We do not have to inquire further into the authenticity and genuineness of the person communicating the instructions, and can presume that the person we are dealing with is who they say they are. (However, obviously we will act in good faith when doing this.) However, we may decide to get further authentication or confirmation in relation to the instructions which we feel is necessary in the circumstances. This may include telling you to send us the instructions in writing.

**21.4** We will not be responsible for any consequence arising due to us misinterpreting or not receiving, or delay in receiving, or loss in transmission, or the illegibility of, the electronic communication containing the instruction.

**21.5** If we accept your instructions by electronic communication, you will protect and indemnify us (compensate us for harm or loss caused) against all losses, claims, proceedings, action, damages, costs, fees and expenses arising out of or in connection with your instructions as long as you have acted reasonably and in good faith.

## **22. General**

**22.1** We will not be legally responsible to you for any losses or costs as a result of us keeping to any new regulatory or legislative requirement or for anything outside our reasonable control (for example, industrial action or failure of computer systems or the payment system), including natural disasters, if this prevents us from providing our usual service.

**22.2** The loan is intended to be a personal loan and must not be used for any business purpose.

**22.3** This loan credit agreement will not be treated as having been made until we have received the loan credit agreement and it is signed and dated by you and us.

**22.4** We are paying the loan, and acting as principal and not as agent or otherwise on behalf of any other person or organisation.

**22.5** For the purposes of this loan credit agreement, English language will apply.

**22.6** We will always try to avoid any conflict of interest when providing services to you. If we cannot avoid a conflict, we will contact you to outline the nature of the conflict.

**22.7** We are regulated by the Central Bank of Ireland. The regulator's address at the date of the offer in this loan credit agreement is: Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1.

**22.8** Unless we are allowed by law, nothing in this loan credit agreement affects your statutory rights (those you have by law) or excludes, restricts or introduces a legal responsibility in a way which is not allowed under consumer credit law (that is to say the law, regulations and statutory codes which govern the loan). If there is any difference between the loan credit agreement and these statutory rights, the statutory rights will apply.

**22.9** We may ask other credit intermediaries or people to carry out any activities in connection with this loan credit agreement on our behalf as we think appropriate.

## **23. Governing law and courts**

This loan credit agreement and any non-contractual responsibilities arising out of or in connection with it are governed by Irish law, and any dispute will be dealt with by the courts of Ireland.

## **24. Amounts we may owe you**

You agree that at any time (and without giving you notice) we may use any amount we owe you to pay off any amount you owe us, regardless of whether this is now or in the future, those amounts are actual or due when another event happens, or are owed by two or more people who can be sued separately or together for the amount.

## **25. Indemnity**

Without affecting what we say in paragraph 8, when we demand, you must immediately pay us in full all costs and other expenses (including without limitation legal fees) we reasonably have to pay in connection with protecting or enforcing our rights under or in connection with this loan credit agreement.

## **Complaints**

If you would like to make a complaint, please write to the Customer Advocate Manager, Avantcard DAC, PO Box 25, Carrick-on-Shannon, County Leitrim. We will fully investigate your complaint and give you a full response. While we are investigating your complaint, we will give you a regular written update. We have procedures in place to make sure we handle your complaint fairly and quickly. The Consumer Protection Code 2012 says that lenders must attempt to investigate and sort out a complaint within 40 business days of receiving it. However, if you are not satisfied with the outcome of your complaint, you can write to the Financial Services Ombudsman, Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Financial Services Ombudsman may not investigate a matter which:

- is or has been the subject of legal proceedings before a court or tribunal;
- happened more than six years before the complaint is made; or
- is within the jurisdiction of the Pensions Ombudsman.

## **Your right to withdraw**

You have a right to withdraw from this loan credit agreement without giving a reason. You can do this by sending a written notice of withdrawal by post to Avantcard DAC, Dublin Road, Carrick-on-Shannon, County Leitrim. You have 14 days to do this from the day on which the loan credit agreement was signed or, if later, the date on which you receive a copy of this loan credit

agreement. We will not charge you if you do this. You then have 30 days, starting from the date you send the notice, to repay us the amount of the loan. If you do not withdraw from this loan credit agreement, you will have to make payments under the terms of this loan credit agreement.

### **Cancellation**

We may cancel this loan credit agreement if you do not send the signed loan credit agreement to us within two months.

### **Central Credit Register**

Under the Credit Reporting Act 2013, lenders must provide personal and credit information to the Central Credit Register for credit applications and credit agreements of €500 and above. This information will be held on the register and may be used by other lenders when making decisions on your credit applications and credit agreements. We, along with other lenders, must transfer personal and credit information every month to the Central Credit Register for loans and credit cards.

If you do not keep up your repayments on your loans or credit cards you have with us, we will report the missed payments to the Central Credit Register and they will appear on your credit report. If you enter into an alternative payment arrangement with us arising out of financial difficulties, we will report this to the Central Credit Register.

When credit reports become available, you will have the right to:

1. ask for your credit report at any time and the first credit report each year is free;
2. add a 200-word explanatory statement to your credit report;
3. apply to have your information changed if you believe it is:
  - a. inaccurate;
  - b. incomplete; or
  - c. out of date; and
4. make a report to the Central Credit Register if you reasonably believe that someone has, is, or is about to impersonate you.

For more information about the Central Credit Register

Website: [www.centralcreditregister.ie](http://www.centralcreditregister.ie)  
Email: [consumerinfo@centralcreditregister.ie](mailto:consumerinfo@centralcreditregister.ie)  
LoCall: 1890 100 050  
Landline: 01 224 5500

Avantcard DAC trading as Avantcard is regulated by the Central Bank of Ireland.

An Post acts as a credit intermediary on behalf of Avantcard DAC, who provide loan and credit card services and facilities.  
An Post trading as An Post Money is authorised as a credit intermediary by the CCPC.

Avantcard DAC is a designated activity company incorporated in Ireland under number 541980 and having its registered office at Dublin Road, Carrick-on-Shannon, Co Leitrim.

Directors: L. Shepard (USA), C. Paul (Managing) (UK), F. McTiernan, C. Gomez (Spain), J. Farina (Spain), R. Alexander (UK), A Cassells