

TERMS OF THE FIXED SUM LOAN AGREEMENT

1 PAYMENTS

- 1.1 On the date You sign this agreement
 - 1.1.1 You will pay the Advance Payment shown on page 1 by way of credit / debit card.
 - 1.1.2 Once the Order has been fulfilled, We will advance the Amount of Credit to the Credit Broker named on page 1 for the purpose of financing the Order described in this agreement.
- 1.2 You agree to pay the Total Amount Payable by making repayments referred to above (and which We will confirm to You in writing). Repayments must be made by way of direct debit unless We agree to take payments in any other way.
- 1.3 If any payment due date falls on a day on which banks are not ordinarily open for business, this payment will fall due on the next day when the banks are open for business.
- 1.4 Punctual payment is of the essence of this agreement, which means that it is a condition of this agreement that You make all the repayments on time and in full. Please see the "Default" and "Termination" sections below for the potential consequences if You fail to make your payments.
 - 1.4.1 The agreement consists of the document signed by you and us and these Terms. Our signing this agreement does not imply acceptance by us of your offer to us to enter into an agreement with us. Our acceptance is subject to notification by the Credit Broker that the order has been fulfilled. Once the Credit Broker tells us this has happened, we will let you know we have accepted and signed the agreement and that it is binding on you and us. The date we tell you we have accepted the agreement will be the date it is made.

2 LATE PAYMENT INTEREST, CHARGES AND COSTS

- 2.1 If You do not fulfil Your side of this agreement You will have to reimburse Us in respect of reasonable expenses incurred by Us in enforcing the agreement and tracing You.
- 2.2 You will pay Us in full for any loss (being any costs, claims, expenses, damages or injury suffered or reasonably incurred by Us or a third party including reasonable legal costs) under or relating to the agreement or the enforcement of Our rights.

3 EARLY REPAYMENT

- 3.1 You may repay the Amount of Credit (plus any interest or other charges which are due) early, either in part or in full, by giving Us notice in writing or orally of your intention to do so. You can do this by contacting Us either by post or telephone using the address or telephone number shown at the top of this agreement and by paying the appropriate amount.
- 3.2 If You repay the Amount of Credit (plus any interest or other charges which are due) early, in part, We will recalculate and reduce the amount of the repayments due from You.
- 3.3 Your partial payment will be applied firstly to pay off any arrears and charges to bring Your account up to date and the remainder will be applied to partially settle Your account.

4 DEFAULT

- 4.1 If any of the following events occur We will assume that You have repudiated this agreement, which means that by Your action You have ended this agreement:
 - 4.1.1 You fail to pay two or more repayments on time and in full;
 - 4.1.2 You are unable to pay Your debts as defined in the Insolvency Act 1986, You are served with a Statutory Demand or a Bankruptcy Order is made against You or You petition for Your own bankruptcy, in Scotland a petition is presented for sequestration of Your estate or You become apparently insolvent or grant a trust deed to Your creditors;
 - 4.1.3 You make any composition, scheme or arrangement with creditors or a meeting with creditors is convened;
 - 4.1.4 Upon the appointment of a Trustee in Bankruptcy;
 - 4.1.5 If there is any enforcement, execution or distress levied or attempted against You or any of Your assets or income;
 - 4.1.6 You have given Us material information in connection with the making of this agreement which You knew, or ought reasonably to have known, is false or You fail to provide to Us material information which would have affected the provision of credit to You under this agreement;
- 4.2 If any of the events referred to in clause 6.1 occur then We may, after service of a default notice in compliance of the Consumer Credit Act 1974, terminate this agreement under clause 7 below and recover the amounts set out in that clause.

5 TERMINATION

- 5.1 If We terminate this agreement You will pay to Us:
 - 5.1.1 all arrears of repayments and other sums due under this agreement;
 - 5.1.2 the repayments that would have become due and payable during the remainder of this agreement except for the termination;
 - 5.1.3 Our reasonable legal and other costs and expenses incurred in enforcing Our rights under this agreement

6 GENERAL TERMS

- 6.1 You will tell Us immediately if You change Your address.
- 6.2 This agreement incorporates all of the terms agreed between You and Us. We exclude all representation or statements made before entry into this agreement except those implied by law.
- 6.3 We may assign the benefit of this agreement to any third party but You must not do so. If We assign the agreement We will inform You in writing of the assignment. You must not transfer or sell this agreement to any third parties.
- 6.4 Notices from You to Us should be sent to the address for Us on the front of the agreement. Notices from Us to You will be sent to Your address given on the agreement or to any other address which You have notified to Us in writing. You must notify Us promptly if You change address otherwise all notices will be validly served at the most recent address We have on file for You. If You have provided Us with an email address You authorise Us to provide notices to You and communicate with You using that email address.
- 6.5 No manufacturer, credit broker or supplier by whom this agreement was negotiated or the Order was fulfilled is Our agent for any purpose. The fact that they were not our agent will not affect any right you have directly against us under any Act or other law.
- 6.6 Our rights will not be affected if We grant You any concession, do not enforce Our rights or We delay enforcing any of the terms of this agreement.

6.7 A person who is not a party to this agreement shall have no right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.

6.8 You have chosen the goods or services described and will inspect them immediately on receipt or delivery (as applicable). You agree that We do not give, make or agree to any condition, warranty, term, stipulation or representation express or implied in respect of the goods or services forming the Order. This does not affect Your statutory rights.

ENGLISH LAW WILL APPLY TO THIS AGREEMENT UNLESS YOUR ADDRESS IS IN SCOTLAND, IN WHICH CASE SCOTTISH LAW WILL APPLY OR YOUR ADDRESS IS IN NORTHERN IRELAND, IN WHICH CASE THE LAWS OF NORTHERN IRELAND WILL APPLY. THE NON-EXCLUSIVE JURISDICTION OF THE ENGLISH OR SCOTTISH COURTS OR THE COURTS OF NORTHERN IRELAND WILL APPLY (AS APPROPRIATE). IF YOU ENTERED INTO THIS AGREEMENT IN SCOTLAND, WORDS THAT ARE NOT IN CURRENT USE IN SCOTLAND WILL HAVE THEIR NEAREST EQUIVALENT MEANINGS.

HOW WE USE YOUR PERSONAL INFORMATION

In connection with this agreement, We will collect personal data relating to You and third parties which may include a spouse or partner, family members, and/or member(s) of Your household, joint applicant(s), or other individuals with whom You have a financial connection (“**financial associates**”). We will only use the personal data that we collect from You or that we obtain about You (or Your financial associates) from other sources in relation to this agreement in accordance with the privacy policy we have in place at that time. Our current privacy policy is set out on the following website: <https://duologi.com/privacy-policy/>. By signing this agreement, you confirm that you have read all the terms of our Privacy Policy which explain how we will use personal data

