

Summary Document	
Charges, reimbursements, and penalties payable by the User	None
User's obligations	None

CREDIT BROKERAGE AGREEMENT

BETWEEN

Habacus S.r.l., tax code and registration number with the Companies Register of Milan Monza Brianza Lodi 04906910262, with a fully paid-up share capital of €1,478,585.00, having its registered and operational office in Milan, Via Cappuccio, 14 – 20123, registered in the list of credit brokers maintained by OAM under no. M661, registered in the relevant section, duly represented by its legal representative, Mr. Paolo Cuniberti, vested with the necessary powers (hereinafter, “**Habacus**” or the “**Company**”).

and

Mr./Mrs./Ms. _____, place and date of birth _____, address _____, fiscal code _____, phone _____ e-mail _____, (hereinafter, the “**User**”)

WHEREAS

- a) The Company professionally carries out credit brokerage activities towards the public as provided for by Legislative Decree No. 385 of 1993 and subsequent amendments (hereinafter, the “**TUB**”), which, pursuant to applicable law, consists of bringing into contact, also through advisory services, banks or financial intermediaries (hereinafter collectively, the “**Intermediaries**”) with potential clients for the purpose of granting financing in any form;
- b) credit brokerage activities are reserved to entities registered in the list of credit brokers maintained and updated by the Body for the Management of the Lists of Financial Agents and Credit Brokers (hereinafter, the “**OAM**”), and the Company is registered in such list under number M661
- c) the Company operates through remote channels and, in particular, via the website www.habacus.com
- d) the User intends to avail themselves of the Company’s services in order to identify products relating to student loans and, if of interest, to be referred to the proposing Intermediaries in order to obtain information on specific loans and, where appropriate, to apply for their disbursement (hereinafter, the “**Service**”);
- e) through this agreement (hereinafter, the “**Agreement**”), the Company and the User intend to regulate the performance, in favor of the User, by the Company, of the activity of referring the User to the Intermediaries with whom the Company has entered into specific agreements, the list of which is set out in the information sheet;
- f) the terms of use of the functionalities of the website www.habacus.com are attached to this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AND STIPULATE AS FOLLOWS

The recitals form an integral and essential part of this Agreement.

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. This Agreement governs the service provided by the Company to the User who wishes to be referred to the Intermediaries with whom the Company has entered into agreements.
- 1.2. This Agreement provides for obligations solely on the part of the Company; therefore, no commitments are imposed on the User.
- 1.3. The activity carried out by the Company enables (i) the User to compare, through the Habacus website (hereinafter, the “**Website**”), the student loan products offered by the Intermediaries with whom the Company has agreements and, where appropriate, to identify one suited to their needs; and (ii) upon the User’s request, to notify the relevant Intermediary of the User’s interest in establishing direct contact with such Intermediary in order to receive information and assistance regarding the product and, where appropriate, to carry out the preliminary assessment required for the granting of the loan..
- 1.4. The Service does not guarantee the granting of any loan, as all decisions are made exclusively by the Intermediary, nor does it guarantee that the terms and conditions of the financing will correspond to those presented, for information purposes only, on the Company’s Website.
- 1.5. This Agreement does not establish any continuing relationship nor does it entail any commitments or obligations for the Company to manage or transfer money or other means of payment to or from the User. Likewise, the Company shall not receive any mandate from the User, nor shall it be required to execute any instructions or directions from the User, including those relating to payments or the performance of legal transactions.
- 1.6. For its public contact activities within the scope of credit brokerage, the Company makes use exclusively of employees and quasi-employees, operating remotely and interchangeably, who possess—where required—the qualifications established by law. The updated list of such personnel can be consulted on the OAM website and is also directly accessible through the following link: <https://www.organismo-am.it/elenco-mediatori-crediti>

2. METHODS OF SERVICE PERFORMANCE

- 2.1. The Service is provided through:
 - the presentation, on the Website or otherwise through remote communication channels, of the student loan products included in the commercial catalogues of the Intermediaries with whom Habacus has entered into agreements, identified on the basis of the information provided by the User;
 - the collection of the data necessary to record the User’s expression of interest and to prepare the referral to be sent to the selected Intermediary;
 - any assistance to the User, via remote communication means, aimed at illustrating the features of the products identified pursuant to the preceding point;
 - the referral of the User’s interest and the related information to the selected Intermediary, upon the User’s specific request.

- 2.2. In relation to the foregoing, the User acknowledges and accepts that:
- (a) the information and any documentation owed to the User are sent or made available through remote communication means;
 - (b) the Company may, as the case may be, send the User the pre-contractual information relating to the products presented through such means, or alternatively provide the User with the web address of the relevant Intermediary where such information may be consulted;
 - (c) the referral is made by the Company only upon the User's consent, provided through a dedicated IT procedure;
 - (d) the referral is transmitted exclusively to the Intermediary independently selected by the User;
 - (e) the presentation of student loans made by the Company concerns exclusively the products of the Intermediaries with whom the Company has entered into agreements; such presentation shall not, therefore, be considered as representative of the entire market, nor of the products, contracts or conditions most widespread in the market;
 - (f) the Company does not perform any activities or tasks other than those indicated above and, in particular, does not collect information, acts or documents other than those necessary to record the expression of interest and make the referral; it does not collect any loan applications from the User, nor does it carry out any assessment or preliminary assessment of the User's needs, financial situation, or creditworthiness;
 - (g) once the referral has been made, the Company is not required to further promote or facilitate the relations between the User and the selected Intermediary;
 - (h) consistently with letter (g) above, the activities relating to the assessment of the loan application, the presentation of the offer conditions, and any assistance in their finalization are carried out exclusively by the relevant Intermediary;
 - (i) the Company has no agency relationship, nor does it have or may have the representation of either the User or the Intermediaries. le informazioni e l'eventuale documentazione dovute all'Utente sono inviate o messe a disposizione mediante strumenti di comunicazione a distanza;
- 2.3. With regard to paragraph 2.2, letter (h), the User acknowledges that the Company provides, for the benefit of the Intermediaries with whom it has entered into agreements—and against consideration—a so-called “certification” service, aimed solely at collecting information and issuing an opinion on the User's academic or professional profile. Such opinion and related information, entirely unrelated to financial or economic aspects, are assessed at the sole discretion of the Intermediary within its review of the granting of the loan.

3. OBLIGATIONS OF THE USER

- 3.1. The User represents that the data, information, and documentation provided by them are true and accurate.
- 3.2. The User expressly declares that they have no protested bills, no pending criminal proceedings, no ongoing enforcement procedures, and no mortgages registered on any real rights of which they are the holder

4. OBLIGATIONS OF THE COMPANY

- 4.1. The Company undertakes to carry out its activities with diligence, fairness, and good faith, providing its service in compliance with the applicable legal provisions.

- 4.2. The Company undertakes to maintain the confidentiality of any confidential data and information of which it becomes aware and to process them in compliance with the legislation applicable *ratione temporis*, exclusively for purposes connected with the performance of the services provided under this Agreement.

5. USER INFORMATION

- 5.1. For the proper performance of the Service, the Company uses the information provided by the User through the completion of the forms available on the Website or during any further contacts between the parties, relying on the truthfulness of such information.
- 5.2. Such information forms part of the notification submitted, at the User's request, to the selected Intermediary. It is, however, understood that the Intermediary shall independently identify the User and verify the reliability and accuracy of all information provided.

6. DETERMINATION OF THE FEES

- 6.1. The Service is entirely free of charge for the User; consequently, no fee or reimbursement of expenses shall be requested. The Company's remuneration is paid exclusively by the Intermediary and, based on the agreements entered into with each Intermediary, may consist of a portion related to the notification made and a portion dependent on the actual execution of the financing agreement.

7. TERM AND TERMINATION

- 7.1. The Agreement is of an occasional and non-continuous nature. The Agreement shall be deemed fully performed and therefore terminated upon the Company's submission of the referral to the Intermediary, following the User's request. The Agreement shall also be considered terminated if, within [90 days] from its execution, the User does not make any request to the Company for a referral to a contracted Intermediary.
- 7.2. The User may withdraw from the Agreement at any time, without incurring any penalty and without the need to provide justification, by notifying the Company at the following e-mail address: info@habacus.com, or by sending a registered letter with return receipt to the Company's registered office at Via Cappuccio, 14 – 20123 Milan, MI. Withdrawal communicated after the referral requested by the User has been transmitted shall, however, have no effect on such referral.

8. LIABILITY

- 8.1. The User acknowledges and accepts that, given the nature of the Service provided by the Company, consisting solely of forwarding the User's expression of interest to the contracted Intermediary, the Company shall in no event be held liable for the failure or delay of the Intermediary in granting the loan, nor for any changes in the financial conditions and contractual terms of the loan compared to those presented for information purposes on the Website or through other communication tools. The User therefore acknowledges that no reliance may be placed on the Company with regard to the successful outcome of the loan granting process, nor as to the convenience, sustainability, or suitability of the financing.

- 8.2. The Company shall not assume any liability in relation to any default by the User towards the Intermediary under a loan agreement obtained following a referral made by the Company.

9. PROHIBITION OF PROFESSIONAL USE

- 9.1. The Service is intended exclusively for the personal use of Users.
- 9.2. Any use for purposes or in ways other than those expressly permitted shall be deemed unauthorized. In particular, any request for money by anyone in connection with the use of the Service or the obtaining of financing through the Service shall be deemed unauthorized.
- 9.3. Specifically, the use of the Website for professional purposes is not authorized and does not justify any request for compensation from the Company, the Contracted Banks, or the end customer.
- 9.4. Any automatic use and/or “scraping” of the Website without the prior written authorization of Habacus is likewise prohibited, without prejudice to automatic browsing by generalist search engine spiders.

10. INTELLECTUAL PROPERTY

- 10.1. The User acknowledges and agrees that all information, data, software, content, music, sounds, photographs and images, videos, and any other content available on the Website (hereinafter, the “Content”) are the exclusive property of the Company and, where applicable, its licensors.
- 10.2. The User has not, and does not acquire, any rights over the Content and/or ownership of the Website, except for the right to use the Website in accordance with these Terms of Use.
- 10.3. The User is authorized to print and/or download the Content solely for personal use.

11. CONFIDENTIALITY AND PRIVACY

- 11.1. The information provided by the User shall be processed exclusively for the purposes and in the manner set out in the privacy notice made available by the Company pursuant to EU Regulation 2016/679, as amended. The privacy notice is available at the following web address: <https://habacus.com/it/informativa-privacy/>.

12. COMPLAINTS

- 12.1. The User may file a complaint regarding the Service, following the procedures indicated at the following page: <https://habacus.com/reclami/>, by sending a written communication alternatively via: (i) certified e-mail (PEC) to reclami.habacus@legalmail.it, indicating “Reclamo Habacus” in the subject line; or (ii) letter sent by ordinary mail or registered mail to: Habacus S.r.l., Via Cappuccio 14, 20123 Milan, Italy.
- 12.2. The complaint must contain at least the following elements: the complainant’s personal details; the complainant’s contact information; the subject matter and grounds of the complaint; references and/or a copy of any financing requests submitted to which the complaint refers.

13. JURISDICTION

- 13.1. In the event of disputes concerning the credit intermediation service, the competent court shall be that of the User's place of residence or domicile, if located within the territory of the State. The parties may, however, agree to refer the matter to a mediation body registered in the relevant register maintained by the Ministry of Justice.
- 13.2. The User may not refer disputes with the Company relating to the Service governed by this Contract to the Banking and Financial Ombudsman (ABF).

14. MISCELLANEOUS

- 14.1. A copy of the Contract on a durable medium is made available to the User, who confirms that they have printed and/or saved a copy thereof by ticking the mandatory checkbox before submitting the expression of interest form.

Place and date, _____

The User

The Credit Broker
