

Please read this document carefully. It informs you of ALBA LUX's terms of service and your rights and obligations. By accepting it, you acknowledge that you have read, understood, and **unconditionally accept** ALBA LUX's General Terms & Conditions.

## DEFINITIONS :

**' ALBA LUX '** means ALBA LUX S.A., a broker for home loans with the trademark 'ALBA LUX', that assists individuals with their home loan applications.

or

**' We ' :** *Please read APPENDIX 2 for more information about ALBA LUX.*

**' You ' :** means an adult natural person, regardless of nationality, who is or wants to be in contractual relations with ALBA LUX for a personal home loan.

means the documentation governing the contractual relations between you and ALBA LUX, which includes, in decreasing order of importance:

**' Contract ' :**

- The Special Conditions ;
- The General Terms and Conditions ;
- The following Appendices :
  - Appendix 1. Cancellation ('right of withdrawal') form
  - Appendix 2. Information about ALBA LUX
  - Appendix 3. Information about ALBA LUX's partners
  - Appendix 4. Data processing policy

*These documents are on our Website and may be downloaded.  
You may ask ALBA LUX to give you a hard copy of them at any time.*

**' Insurance Partner(s) ' :** means the insurance companies that work in partnership with ALBA LUX.  
*The list of ALBA LUX's insurance partners is provided in APPENDIX 3.*

**' Banking Partners ' :** means the banking and credit institutions that work in partnership with ALBA LUX, and that could consider your home loan application.  
*The list of Banking Partners is at APPENDIX 3.*

**' Services ' :** Refers to the services listed in Clause 3.

**' Website ' :** means the website [www.albaluxcredit.lu](http://www.albaluxcredit.lu), which is published by ALBA LUX and WOAHI!.  
*Please read the 'General Terms of Use' for more information on the Website's terms of use.*

### \* WARNING \*

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ALBA LUX **does not lend money**. It provides the Services (listed in Clause 3) in respect home loans offered by its Banking Partners.

You are required to provide accurate information along with the necessary supporting documentation to assess your creditworthiness. Even if you provide all the documents requested, the Banking Partner can accept your file **or refuse it** without giving reasons.

If you are offered a home loan by a Banking Partner and you sign a contract agreeing to it, you will receive the home loan **on expiry of the period of reflection of the Banking Partner's contract**. You are liable to repay the loan in full. Therefore, before you accept, you must be sure of your capacity to repay to avoid the risk of bankruptcy.

If you are not offered a home loan, **you will not be entitled to any compensation**.

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### RIGHT TO CANCEL ('WITHDRAW') IF CONTRACT SIGNED OUTSIDE ALBA LUX AGENCY

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If you enter into a Contract **in a place other than an agency of ALBA LUX**, for example, at your home, or through the Website, you have the right to cancel the Contract free of charge **within a time limit of fourteen (14) days**.

You do not have to give any reasons for cancelling, but you must inform ALBA LUX of your decision within the 14-day time limit:

- by completing and returning the cancellation form attached at APPENDIX 1 and available on ALBA LUX's website;
- or
- by letter requesting cancellation, sent to ALBA LUX, by post (20a route de Luxembourg, L-3253 Bettembourg) or by e-mail (info@albaluxcredit.lu).

ALBA LUX will send you an acknowledgment of receipt of your cancellation request.

If you do not cancel, ALBA LUX will start providing the Services to you on expiry of the 14-day time limit.

You can ask ALBA LUX to start providing the Services before expiry of the 14-day time limit, by ticking the relevant box in the Special Conditions. If you tick this box *and subsequently exercise your right to cancel*, then :

- you must pay ALBA LUX for the Services provided for the period until you informed ALBA LUX of your intention to cancel. The amount payable will be proportional to the sum you agreed to pay under the Contract for the Services;
  - and
  - you cannot challenge the Services provided before you cancelled.
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## 1. OBJECT OF THE CONTRACT

The Contract is a service contract, governed by Articles 1984 et seq. of Luxembourg civil law ['Code civil'] and by Articles L.226-1 to L.226-45 of Luxembourg consumer law ['Code de la consommation'].

You act as a principal of ALBA LUX and ALBA LUX acts as an agent.

You instruct ALBA LUX to assist and represent you in looking for and negotiating personal home loan contracts with its Banking Partners.

The Contract can be concluded in either paper or electronic form at one of the ALBA LUX branches, outside an ALBA LUX branch, for example at your home, or via the Website.

## 2. EXCLUSIVITY

The Contract is **exclusive**.

This implies a commitment not to enter into a home loan brokerage contract with any other provider, on your behalf or through an intermediary (spouse or common-law partner), during the duration of your contractual relationship with ALBA LUX.

You also declare that you are not already bound by the terms of a broker contract for a home loan with another service provider.

For the duration of the Contract and for a period of six (6) months after the end of the Contract, you agree not to conclude a home loan contract with a Banking Partner that would have given you a contract in principle following a home loan application by ALBA LUX on your behalf.

If you fail to comply with these commitments, you will be required to compensate ALBA LUX for the damage suffered. This compensation shall not be less than the total fees that ALBA LUX would have received if you had entered into a similar home loan contract through ALBA LUX.

## 3. THE SERVICES OFFERED BY ALBA LUX

### 3.1. Classic home loan brokerage services

ALBA LUX's Services are carried out as follows:

#### STEP 1.

- Study of your project and your need for financing; estimation of your lending capacity (*on the basis of the information and documents that you provide*);
- Information on the home loan contracts available on the market, their characteristics, and their impact on your personal circumstances, explaining the technical terms of home loan contracts.

#### STEP 2.

- Analysis of your personal, financial and tax status, identifying your needs and preferences (*on the basis of the information and documents that you provide*) to offer you home loan contracts adapted to your needs and circumstances.

#### STEP 3.

- Preparation of your file in order to submit your real estate loan applications to the Banking Partners. *This is only if you submitted to ALBA LUX all the supporting documents requested in the list provided with the Contract.* If your main bank is an ALBA LUX Banking Partner, it may be contacted for a competitive bid.

#### **STEP 4.**

- Negotiations with the Banking Partners in your best interests with a view to obtaining home loan offers on your behalf;
- Presenting you with and explaining to you the home loan offers obtained to enable you to compare them, consider their consequences and choose an offer that best meets your needs and your financial circumstances;
- Putting you in contact with Insurance Partners to obtain insurance proposals to cover the outstanding balance of the loan in the event of death and disability and for home insurance (if required by the Banking Partner).

**The final assessment of home loan offers and the choice of credit institution and of insurance intermediaries are still yours to make.**

#### **STEP 5.**

- Assisting you with any administrative steps and work required to conclude the home loan contract with the Banking Partner of your choice;
- At your request, accompanying you to a physical meeting or meetings with the Banking Partner in the context of the negotiations and to sign the home loan contract.

### **3.2. Specific brokerage services**

ALBA LUX can also assist you in negotiations with credit institutions with a view to refinancing your existing home loan:

- Refinancing of your existing home loan with credit institutions;
- The financing of your bridge loan through our Banking Partners;
- The financing of your home loan with banking institutions other than our Banking Partners. These services are provided according to the steps indicated in Clause 3.1.

#### **\* PLEASE NOTE \***

ALBA LUX **does not** provide :

- advice within the meaning of Article L. 226-15 of Luxembourg consumer law ['Code de la consommation'].
- valuation services to value the property the subject of the financing.

### **4. THE OBLIGATIONS OF ALBA LUX**

ALBA LUX is committed to working independently of any credit institution.

It acts only to protect your best interests, negotiating and presenting home loan offers to meet your needs and representing you in respect of the Banking Partners (listed in APPENDIX 3 and also available on the Website).

ALBA LUX will regularly inform you of progress in its work. In performing the Services, ALBA LUX is dependent on the time limits for the handling of applications for home loans or insurance imposed by the Banking Partners and Insurance Partners.

## 5. YOUR OBLIGATIONS

You shall actively cooperate with ALBA LUX in the proper performance of the Services. Accordingly, you are required to provide any information that ALBA LUX may reasonably require.

You are responsible for providing ALBA LUX with all information and supporting documents that it requests. A list is provided with the Contract and is available on the website:

- to identify you (your name, domicile, nationality, civil status, profession, residence for tax purposes, etc.);
- to assess your personal, professional, financial and tax status;
- to understand your financing needs and preferences.

Throughout the duration of the Contract, ALBA LUX may ask you to send complimentary information and supporting documents necessary for the Contract to be concluded.

You will need to provide such information and supporting documents as requested by ALBA LUX as soon as possible. **They are expected to be accurate, up to date, and complete.**

You must immediately inform ALBA LUX in writing in the event of any change in this information or new facts that affect your circumstances and property project.

ALBA LUX will rely on the information that you provide and will not check it. **You alone will bear the damaging consequences of providing inaccurate, out of date or incomplete supporting documents.**

You also expressly authorise ALBA LUX to request all supporting documents necessary for the performance of the Contract, from any individual or public body.

Please consult APPENDIX 4 'Personal data processing policy' which explains how ALBA LUX processes information and supporting documents that relate to you as well as your rights in this regard.

## 6. REMUNERATION OF ALBA LUX

ALBA LUX may be paid by the Banking Partners and Insurance Partners and/or by you.

### 6.1. Remuneration by Banking Partners and Insurance Partners

ALBA LUX is remunerated for its classic brokerage services directly by the Banking Partner with whom you take out a home loan. This remuneration is paid by the Banking Partner to ALBA LUX once you have signed the deed of the notary for the purchase of the property, subject of the loan.

This remuneration is calculated as a percentage of the nominal amount of the home loan contracted. The percentage rate applied to each Banking Partner is set forth in APPENDIX 3.

The exact amount to be paid by the Banking Partner to ALBA LUX will be disclosed to you in the European Standardised Information Sheet (ESIS).

ALBA LUX also receives remuneration from the Insurance Partner that it puts you in contact with, if you take out an insurance policy with this Insurance Partner relating to your home loan. This remuneration corresponds to a percentage of the insurance premium that you have to pay. The percentage rate applied to each Insurance Partner is set forth in APPENDIX 3.

## 6.2. Fees paid by you

6.2.1. You shall compensate ALBA LUX for its specific brokerage services:

- Negotiating your bridge loan;
- Refinancing your home loan;
- Home loan brokerage through a banking institution that is not an ALBA LUX Banking Partner.

6.2.2. You will be paying ALBA LUX in some specific cases:

- a. If, despite the information provided by ALBA LUX indicating that your creditworthiness is insufficient to obtain a home loan, you instruct ALBA LUX to apply for a loan from one or more Banking Partners and then your home loan application is indeed subsequently rejected by the Banking Partners.
- b. If, while ALBA LUX has rendered the Services at least up to Step 3, (i) you terminate the Contract, or (ii) you accept a loan proposal from a banking institution obtained without the assistance of ALBA LUX, or (iii) you reject one or more home loan proposals offered by ALBA LUX corresponding to your request and meeting your needs.

**Exceptions : you are not required to pay ALBA LUX if :**

- The Contract shall be terminated due to the fault of ALBA LUX
- The preliminary sales contract, on the basis of which you applied for a home loan, is terminated without any fault on your part.

The remuneration to be paid to ALBA LUX is equal to 0.7% pre-tax of the amount of the home loan you are applying for, down to a minimum of €1,500 pre-tax (€1,755 including VAT) and up to a maximum of €5,000 pre-tax (€5,850 including VAT).

The VAT rate to be applied shall be the rate in force on the invoice date (17% on 22.08.08)

This remuneration is due independent of any remuneration paid to ALBA LUX by Banking Partner ALBA LUX (there is no offsetting).

If the Contract is concluded with several principals, you are each jointly and severally liable for the entire amount, of whatever nature, due to ALBA LUX in relation to the Contract.

ALBA LUX invoices are payable thirty (30) calendar days from the date they are issued, which is deemed to be the date at the top of the invoice.

## 7. DURATION AND TERMINATION OF THE CONTRACT

The duration of the Contract is forty-two (42) months, with effect from the date on which the Contract is signed by all parties.

It ends automatically once the notary's deed of purchase of the property subject to the loan has been signed by all of the parties to the deed.

The Contract may be unilaterally terminated by you or us at any time, by sending notice of termination by registered letter with acknowledgment of receipt to the other party.

Termination will take effect on the first working day following reception of the notice of termination. The General Terms and Conditions remain applicable beyond the termination of the Contract to conclude the ongoing relations between you and us.

In the event that the Contract is terminated, ALBA LUX will inform the Banking Partners with which it has been in contact on your behalf. As of the date of termination of the Contract, you must contact the Banking Partner(s) involved or choose another home loan broker.

## 8. LIABILITY AND INDEMNITY

ALBA LUX's obligations are to perform, not to achieve certain results. ALBA LUX is not liable in the event that you are not offered a loan or in the event that a Banking Partner rejects your home loan application.

When providing the Services, ALBA LUX acts with due diligence, on the basis of information and supporting documents that you provide.

ALBA LUX cannot be held liable for services provided that subsequently prove to be unsuitable due to facts, circumstances, or events of which it was unaware or which were not reasonably foreseeable at the date they were provided.

ALBA LUX is not liable for any indirect loss, including loss of profit or expected savings, even if ALBA LUX was aware of the possibility of such loss occurring, and even if this loss was the result of an error on behalf of ALBA LUX in the performance of the Contract.

With the exception of bodily injury, if ALBA LUX is proven to be liable, this is limited in all cases to ten percent (10%) of the principal amount of the home loan that you have asked ALBA LUX to assist you with.

ALBA LUX has professional liability insurance with CNA Insurance Company (Europe) S.A., of 586 avenue Charles-Quint (bte 7) B-1082 Brussels, Policy No. BFL 10281540.

You must indemnify ALBA LUX in respect of all loss and damage (including legal costs and lawyers' fees) that it suffers due to a breach by you in relation to the performance of the Contract.

## 9. CONFIDENTIALITY

All information, regardless of its nature, in any form, written or oral, that ALBA LUX collects during the conclusion and execution of the Contract, shall remain confidential.

ALBA LUX will impose this obligation of confidentiality on any of its agents, staff, collaborators, and sub-contractors.

This information will only be used or made available to third parties by ALBA LUX for the proper execution of the Contract. This is subject to any obligations of ALBA LUX arising from applicable laws and regulations or imposed by judicial bodies or competent authorities.

## 10. COMMUNICATIONS

ALBA LUX will mainly communicate with you by e-mail and by telephone, unless you have expressly opted for communication by post in the Special Conditions. You may, at any time, ask ALBA LUX to change your preferred method of communication.

ALBA LUX will send any written communication for you to your last known address (postal or electronic). A postal letter is deemed to reach the addressee within three (3) working days of dispatch. An email is deemed to reach the recipient on the date and time it was sent.

If the Contract is signed by several principals (for example, in the event of cohabiting partners):

- each one expressly authorises the others to give all information and instructions to ALBA LUX on his or her behalf, for the purposes of performing the Contract;
- you are each jointly and severally liable in respect of ALBA LUX;

- you each agree to inform the other principles of the information and instructions that you have given to ALBA LUX on their behalf; and

-all information sent by ALBA LUX to one of you is deemed to have been sent to all of the principals.

## **11. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

ALBA LUX may amend the General Terms and Conditions at any time, in particular to take into account changes in legislation, regulations, credit institutions practices and in the internal policies of ALBA LUX. You will be informed of any amendment made to the General Terms and Conditions by your chosen method of communication.

You are deemed to have accepted any amendment made to the General Terms & Conditions if you do not object to it by post or e-mail addressed to ALBA LUX within a time limit of thirty (30) days from the date on which you were informed of the amendment in writing.

Any amendment imposed on you and us, due to a change in legislation or regulations, applies without prior notice as soon as the legislative or regulatory provision enter into force.

## **12. SEVERANCE OF CLAUSES OF THIS CONTRACT**

If any of the clauses of the Contract are invalid or declared to be null and void pursuant to the law, regulations or the decision of a court, the other clauses of the Contract will remain in full force and effect.

Any clause declared null and void will be replaced by a clause that adheres as closely as possible to the spirit and meaning of the original clause.

## **13. CONTRACT ON EVIDENCE**

All data made read-only, reliable, and secure in ALBA LUX's IT databases, constitute proof as between the parties until evidence to the contrary is provided.

## **14. ALTERNATIVE DISPUTE RESOLUTION REMEDIES AVAILABLE**

### **14.1. Complaint to ALBA LUX**

For any complaint, you are invited to first contact ALBA LUX in writing:

- by e-mail to: [complains@albaluxcredit.lu](mailto:complains@albaluxcredit.lu); or
- by letter posted to its registered address (20a route de Luxembourg, L-3253 Bettembourg).

The complaint will be handled within the following time limits:

1. An acknowledgment of receipt will be sent to you within ten (10) working days to certify that your complaint has been received, unless you are sent a reply within this 10-day period;
2. Provided that your complaint is complete and accompanied by the necessary supporting documents, ALBA LUX will send you the final reply within two (2) months of its receipt.

ALBA LUX undertakes to keep you informed in the event that unforeseen circumstances prevent the proper handling of your complaint and compliance with the deadlines indicated above.



## 14.2. Mediation in the event of a dispute

If ALBA LUX's response to your complaint is not satisfactory or if you do not receive a reply within the given time limit, you may either:

· Instruct a Mediator for Consumers, with jurisdiction to amicably settle disputes between a professional and a consumer:

- by e-mail to: [info@mediateurconsommation.lu](mailto:info@mediateurconsommation.lu); or
- By post to: 6 rue du Palais de Justice, L-1841 Luxembourg; or
- by completing the form available on the Mediator's website ([www.mediateurconsommation.lu](http://www.mediateurconsommation.lu)).

OR

· Apply to the Supervisory Commission of the Financial Sector ['CSSF'], the Surveillance Authority of Home Loan Intermediaries by completing the form available on the CSSF website ([www.cssf.lu](http://www.cssf.lu)) and returning it:

- by e-mail to: [reclamation@cssf.lu](mailto:reclamation@cssf.lu); or
- By post to: Département Juridique CC, 283 route d'Arlon, L-2991 Luxembourg.

Mediation does not deprive you of your right to start proceedings before a court.

No request for mediation may be handled without first making a complaint to ALBA LUX.

The Mediator for Consumers and the CSSF cannot be instructed if the request is manifestly unfounded or abusive, if the dispute has already been examined or is being examined by another mediator or a tribunal, if the request has been made more than one (1) year from the complaint written to ALBA LUX, if the litigation does not fall within the jurisdiction of the Mediator for Consumers or the CSSF.

For more information on these remedies, you may consult the websites of the Mediator for Consumers and the CSSF.

## 15. LAW APPLICABLE AND COURT WITH JURISDICTION

The Contract is governed by the laws of Luxembourg.

In the absence of an amicable settlement, you may choose to commence court proceedings against ALBA LUX, either before the court of your place of residence or before the court of the Grand Duchy of Luxembourg. Any court action that ALBA LUX starts against you must be brought before the courts of your place of residence.

## ANNEXE 1 – CANCELLATION FORM FOR CONSUMERS ('RIGHT OF WITHDRAWAL')

(Please complete this form and return it by post or e-mail only if you would like to cancel the contract).

• For the attention of : **ALBA LUX S.A. – 20a route de Luxembourg, L-3253 Bettembourg – info@albaluxcredit.lu – Tel. : (+352) 28 77 01 17**

• I/We give notice that I/we would like to cancel the contract signed on \_\_\_\_\_

• name of consumer(s) : \_\_\_\_\_ [to be completed]

• Address of consumer(s) : \_\_\_\_\_ [to be completed]

• Date : \_\_\_\_\_ [to be completed]

• Signature of consumer(s)

(only in the event that you are using the paper version of this form):

\_\_\_\_\_ [to be completed]

## ANNEXE 2 – PRESENTATION D'ALBA LUX

<b>Name</b>	ALBA LUX S.A.
<b>Trading name</b>	ALBA LUX CREDIT
<b>Address</b>	20a route de Luxembourg, L-3253 Bettembourg
<b>Company Registration Number ('N° RCS')</b>	B 146.475
<b>Telephone number</b>	(+352) 28 77 01 17
<b>E-mail address</b>	info@albaluxcredit.lu
<b>Website address</b>	www.albaluxcredit.lu
<b>Professional Insurance</b>	Policy subscribed with CNA Insurance Company (Europe) S.A., at 586 Avenue Charles-Quint (bte 7), B-1082 Brussels
<b>Surveillance authority</b>	Surveillance Authority of Home Loan Intermediaries (CSSF), at 283 route d'Arlon, L-1150 Luxembourg
<b>Registration number of the Registry of Home Loan Intermediaries held by the CSSF</b>	H00000023
Check on: <a href="http://www.cssf.lu/consommateur/informations-aux-consommateurs/intermediaires-de-credit-immobilier/">www.cssf.lu/consommateur/informations-aux-consommateurs/intermediaires-de-credit-immobilier/</a>	
<b>Language(s) of the Contract:</b>	French or English
<b>Language(s) of verbal communication:</b>	Luxembourgish, French, German, English, Portuguese, Spanish and Italian

## ANNEXE 3 – PRESENTATION OF ALBA LUX’S PARTNERS

### Banking Partners

<i>Name</i>	<i>Registered Office</i>	<i>Remuneration payable by the Banking Partner (% of the contracted home loan)</i>
<b>BANQUE BCP S.A.</b>	5, rue des Mérovingiens L-8070 Bertrange	0.6% (max. €3,600)
<b>BGL BNP PARIBAS</b>	50, avenue JF Kennedy L-2951 Luxembourg	0.6% (max. €3,600)
<b>BHW - Bausparkasse AG Luxembourg</b>	16 Rue Erasme L-1468 Luxembourg	0.5%
<b>BIL - Banque Internationale à Luxembourg SA</b>	69, route d’Esch L-2953 Luxembourg	0.6% (max. €4,500)
<b>ING Luxembourg</b>	26, place de la Gare L-1616 Luxembourg	0.7% (max. €5,000)
<b>Wüstenrot Bausparkasse Aktiengesellschaft</b>	33, parc d’Activité Syrdall L-5365 Münsbach	0.8%

### Insurance Partners

<i>Name of trading name of the insurance intermediary</i>	<i>Registered Office of the insurance intermediary</i>	<i>Insurance Company that the intermediary represenys</i>	<i>Remuneration paid by the Insurance Partner (% of the amount of the premium)</i>
<b>AGENCE GENERALE ALBA S.à r.l.</b>	20a, route de Luxembourg L-3253 Bettembourg	LA LUXEMBOURGEOISE (LALUX)	8%
<b>JP &amp; Partners S.à r.l. under the trading name Agence AXA Varandas Joao</b>	16, rue de Bastogne L-9010 Ettelbruck	AXA Assurances	8%

## ANNEXE 4 – PERSONAL DATA PROCESSING POLICY

(visit website)