

CAPITALFLOW TERMS OF BUSINESS

REGULATED ENTITY

Capitalflow Group DAC is incorporated in Ireland with limited liability having its registered office at Second Floor, Block A, The Crescent Building, Northwood Business Park, Santry, Dublin 9, D09 X8W3, with registered company number 574943. Capitalflow Group DAC, trading as Capitalflow Commercial Finance, is regulated by the Central Bank of Ireland.

Capitalflow Group DAC is incorporated in Ireland and is a 100% wholly owned subsidiary of bunq B.V. ("bunq") which is a Dutch regulated digital bank headquartered in Amsterdam.

HEAD OFFICE CONTACT DETAILS

Capitalflow Group DAC,
Second Floor, Block A, the Crescent Building, Northwood Business Park,
Santry, Dublin 9
D09 X8W3
+ 353 (1) 563 2400 Or;

- hello@capitalflow.ie (New Business Enquiries)
- customer@capitalflow.ie (Customer Service)

REGULATED ACTIVITIES

Capitalflow Group DAC provides asset finance and property finance to local businesses. We provide credit products to personal and business customers including:

- Personal Motor Finance
- Commercial Asset Finance
- Commercial Real Estate Finance

CENTRAL BANK CODES

Capitalflow Group DAC is regulated by the Central Bank of Ireland and is subject to the following Codes of Conduct and other Codes that may be published from time to time.

- The Consumer Protection Code
- Small and Medium Enterprises (SME) Regulations
- Minimum Competency Code

These codes offer protection to consumers and small / medium sized businesses, these can be found on the Central Bank of Ireland's website www.centralbank.ie



CAPITALFLOW TERMS OF BUSINESS

DATA PROTECTION NOTICE

Our privacy notice, which can be found on our website, outlines how we will use your personal data. For the purposes of data protection law, we are a data controller in respect of your personal data. We collect personal information, for example, when you apply for credit. We use this information to help administer your account, to conduct credit checks, to carry out marketing analysis, and to conduct research and to help prevent and detect fraud or loss.

We do not disclose your information to anyone outside of the Company except where we have your permission or where we are required or permitted to do so by law or regulation or to other companies that provide a service to us or you.

We try to make sure that the information we have about you is accurate and up-to-date. Sometimes we may ask you to verify that the information we have remains accurate. If your information changes, or you believe we have information which is inaccurate or not up-to date please let us know and we will change it.

To find out more about how we interact with your personal data, you can read our full Privacy Notice on our website: <https://capitalflow.ie/privacy-policy/>

OUR CHARGES

We charge for our products and services and these are set out in our credit agreements and/or in our fee schedule relevant to such product of service. Fees and charges may be changed from time to time.

CUSTOMER DEFAULT

You should contact us if you fall behind with your repayments. Our procedures are aimed at assisting you, as far as we can, to repay your credit facility. We will contact you in any case to discuss your repayment arrangements. If you default on an agreement with us we may terminate that agreement and take such steps (including legal proceedings and enforcement of security) as we consider necessary to recover what is owed.

CONFLICTS OF INTEREST

It is our policy to avoid instances of conflict of interest with our customers, and to prevent or manage any known or potential conflicts of interest which may arise when providing products and services to our customers. If an unavoidable conflict of interest arises we will ensure that you are treated fairly. We will write to you and outline the nature of the conflict before providing any business services to you.



CAPITALFLOW TERMS OF BUSINESS

COMPLAINTS

It is our policy to ensure that complaints are dealt with promptly and proactively with a view to finding a suitable resolution to the satisfaction of our customers as promptly and fairly as possible. We will strive to resolve your complaint quickly and fairly and we encourage you to contact us as early as possible.

Should you wish to make a complaint please phone us on (01) 563 2400 or write to us at:

**Complaints Officer,
Capitalflow Group DAC,
Second Floor, Block A, the Crescent Building, Northwood Business Park,
Santry, Dublin 9
D09 X8W3**

Within 5 working days of a complaint being received, we will issue you a letter confirming our acknowledgement of the complaint. We will issue you with a point of contact in relation to the complaint until the complaint is resolved or cannot be progressed any further. A regular update will be provided on the progress of the investigation, no longer than 20 working days. We will attempt to investigate and resolve a complaint within 40 working days of having received the complaint. Where the 40 working days have elapsed and the complaint has not been resolved, we will inform you of the anticipated time frame. On completion of the investigation, we will inform you on the outcome within 5 working days. If you are not satisfied with the outcome, you can refer your complaint to the Financial Services and Pensions Ombudsman (FSPO), which is an independent body.

- You can email the FSPO at info@fspoi.ie or telephone it on 01 567 7000.
- You can also write to the FSPO office at Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Information about the FSPO is also available from its website www.fspoi.ie

CHANGES TO THESE TERMS OF BUSINESS

Where there are any material changes to these Terms of Business, we will notify affected customers as soon as possible in paper or electronic form.

EFFECTIVE DATE

These Terms of Business were updated as of 29th November 2023.

