

**AGREEMENT FOR USER TERMS AND CONDITIONS**

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**1. GENERAL TERMS AND DEFINITIONS**

1.1. These Decamel User Terms regulate the terms and conditions of the use the Portal, including rights and obligations related to usage of Decamel by a User. Inter alia, the relevant rights and obligations comprise the rules that apply to the interrelations of the Users as between themselves as well as their relationship with the Portal Operator.

1.2. These User Terms are suited only for crowdfunding activity carried out via Decamel and for the crowdfunding platform operation services provided by the Platform Operator.

1.3. Decamel is a crowdfunding platform administered by the Portal Operator.

**1.4. DEFINITIONS**

Unless otherwise required by the context the following terms beginning in a capital letter shall be taken to have the following definitions. The expression referred to in the left-hand column of the table below has the meaning given to such expression in the right-hand column opposite such expression:

Platform, the Platform	Applications and functional units located on a public computer network at address <a href="https://decamel.com/">https://decamel.com/</a> and its sub-pages or at web pages within the same administrative domain operating as a crowdfunding platform.
Platform Operator or Decamel	PCOMPANY, OU, registration number 16367501, which is incorporated under the jurisdiction of the Republic of Estonia.

Privacy Rules or Decamel Privacy Rules	Decamel Privacy rules set forth in Privacy and Cookie Policy, which specifies the processing of personal data of the Users of the Platform and which are available here: <a href="#">Privacy and Cookie Policy</a> or an equivalent link published within the Platform website
User Terms	This document, this Agreement for User Terms and Conditions or these Decamel User Terms.
Decamel General Investment Terms	General investment terms of the Platform which apply to all investment to each type of Project and provided to Originators via the Platform which are available at the Platform home and/or in the Private Account of the User (User Cabinet on the Platform) respective to a particular project
User	A person or a legal entity having expressed the wish to become a user of the Platform and/or a person registered as an Active User. Additionally, where logically valid, the term "User" incorporates also an Originator on the Platform.
Active User	A person who is registered as a user (of the Platform) in their capacity as an investor and whose identity the Platform Operator has verified in a manner prescribed by the Platform Operator.
Project Request	A request submitted through the Platform by an Originator making an offer to the Active Users to enter into an Investment Contract and the Investment Document (or to enter into an Investment Contract through the Investment Document)
Principal Investment Terms	Are the principal investment terms forming part of a Project Request or (in the context of an Investment Document already entered into) the Principal Investment Terms forming part of the Project Request pursuant to which that Investment Document was entered into and in which the investment amount is deemed to be the investment amount specified by the Lender upon giving their acceptance in respect of that Project Request.
Investment Document or Investment Documents	An Investment Contract and respective contract(s) for establishing the relevant securities (including but not limited to pledges, guarantees) and covenants for execution of the transaction. Investment Document may mean a loan agreement, a funding agreement for an Originator (such as frame financing arrangement, a revolving credit line, among others), an investment agreement, a convertible loan agreement, agreement for purchase of shares or an arrangement for acquiring shares, and other documentation (a single document or a package of document) establishing a transaction and setting up its relevant securities and covenants. The Originator confirms the Principal Investment Terms and the Investment Document by signing (as a physical or digital document) an Investment Document with the Platform (or an Investment Document with conditions precedent and conditions subsequent) in accordance with the best business practices of the Platform Operator.
Investment Contract	An investment or investment contract entered into through the Platform by the procedure provided for in Clause 6 (Entry Into Investment Contracts) and Clause 7 (Auto Invest) of these User Terms.
Private Account of the User (User Cabinet on the Platform)	Private Account of the User (User Cabinet on the Platform) or a virtual Private Account of the User is a personal sub-page or sub-pages opened in the Platform for a User through which they may make use of the services provided by the Platform; may review information concerning their transactions and other actions conducted on the Platform; may send and receive notices related to the Platform, through which the User can send notices to another User, the Platform Operator and into which the Platform Operator can send notices to the User.
Maximum Amount of the Funding Target	Maximum level of funding (investments), when applicable, to be raised for a Project through the Platform as specified in the Project Request.
Minimum Amount of the Funding Target	Minimum level of funding (investments), when applicable, to be raised for a Project through the Platform as specified in the Project Request.
Application Period	The period, when applicable, during which acceptances by an Active User can be given in respect of a Project Request.
Auto Invest	The means and the process for confirmation by the User and/or the Active User of Investment Contracts and Investment Documents described and set forth in Clause 7.

Price List for the User	A price list published on the Platform website which specifies the fees applicable to the services provided by the Platform and the prices for specific actions taken by the Users and the Active Users on the Platform.
Price list for the Originator	A price list published on the Platform website which specifies the fees applicable to the services provided by the Platform and the prices for specific actions taken by the Originator on the Platform.
Lender	An Active User who has confirmed the Project Request submitted by the Originator in accordance with Clause 10 and according with Investment Document (s) signed (by the Platform).
Originator	Typically a legal entity (in the rarest cases, a physical person), which has been identified as the owner of the Project Request, which has the right to enter into legal relationships and the right to sign the Investment Documents, and established by the Platform Operator to act in the capacity of a borrower or recipient of the funding provided by the Active Users, which identity and legal capacity the Platform Operator has verified in a manner prescribed by the Platform Operator and which has made a Project Request or (in the context of an Investment Document already entered into) the Originator which had made the Project Request pursuant to which that Investment Document and Investment Contract was entered into.
Debtor	The Originator who signed the Investment Document (s) or received funding (and/or loan) in any way through the Platform and who is a legal Debtor to the Lender or the Active Users or the Platform Operator based on Investment Document and Investment Contract.
Assignment Notice	A notice delivered by the Platform Operator to a Lender and a Debtor by the procedure provided in Clause 12.6 of the User Terms after the delivery of which all Due Claims arising from the Investment Document (s) relating to the funding of the relevant Project Request against the Debtor are deemed to be automatically assigned to the Platform Operator as specified in the Assignment Notice.
Project	A business project for which the Originator aims to obtain funding (in form of a loan) or in form of otherwise monetary investment through the Platform. Project types and specifics are described and published on the Platform website in the Project description sections on the website and these may be the following: (i) Invoice financing and asset-backed business loans; these would typically be invoice debts related to operation of a business and would typically imply a fixed term investment with an interest rate, whereby the Originator (the Debtor) pays back the attracted financing plus the interest; (ii) Real estate backed loans, property development projects (loans against real estate) and loan-type investments into real estate; (iii) Investments into company equity (legal entities) and funding to start-ups without a fixed repayment horizon.
Due Claims	All claims arising from the Investment Documents relating to the funding of the relevant Project that have fallen due.
Disputes	Potential disputes which may arise between the Users and the Platform Operator in relation to the services by the Platform Operator and which are resolved in the manner described in Clause 17 of the User Terms.
Defaulted Lender	An Active User who does not perform or is late in performing obligations arising from an Investment Contract.
Defaulted Debtor	An Originator who does not perform or is late in performing obligations arising from an Investment Contract or an Investment Document.
Reliability Assessment of an Originator	An assessment of an Originator undertaken by the Platform Operator prior to allowing the Originator to request funding for a Project through the Platform in accordance with internal procedures of the Platform Operator.
Suitability Test	A test conducted by the Platform Operator during which the Platform Operator determines whether a particular type of investing offers on the Platform is appropriate for an Active User.

KYC/AML Rules or KYC/AML Requirements	Know-Your-Customer procedures and policies, and procedures and policies for prevention of money laundering and/or terrorist financing approved and exercised by the Platform Operator for determination of the identity of a User to prevent money laundering and terrorist financing.
Force Majeure or force majeure	Circumstances which are beyond control of the Platform Operator and which are, without limitation, fire, flood, pandemic, explosion and accident, war, strike, embargo, governmental requirements, civil and military authority, civil unrest, data trespass, inability to secure materials or labor, termination of vital agreements by third parties or any other cause beyond reasonable control of the Platform Operator. The Platform Operator will to the reasonable extend take steps to avoid or to mitigate such events and its consequences.
Administration Fee	A fee which accrues and is payable to the Portal Operator for each day for so long and until the principal amount of the Investment Contract is repaid and any accrued interest on the principal amount is paid to the Lender in full, and the Debtor has performed all other financial obligations arising from or based on the Investment Documents relating to that investment. This fee is typically paid by the Originator.
Intermediation Fee	A fee paid to the Portal Operator from the investment amount immediately before the transfer of the investment amount to the account of the Debtor in accordance with Clause 18. This fee is typically paid by the Originator.

1.5. In the interpretation and determination of time units and periods used in the User Terms: (i) the length of a year is 365 days; a month is a calendar month; a quarter is a period of time which is 3 (three) months; semi-annual is a period of time which is 6 (six) months; (ii) a bank day or a working day means a day, which is not a Saturday, a Sunday or a public holiday and on which credit institutions are open for performing bank transfers in the European Economic Area (and specifically, in the Republic of Estonia); (iii) determination of time periods is based on the Platform system clock and means EET time (i.e. the Republic of Estonia) zone; (iv) the start of an investment period is the time of transfer of the investment amount to the Originator in line with the procedure described in Clause 8.1 of the User Terms.

1.6. The aim of the Platform is, on the principle of crowdfunding, to enable its Users to use technical solutions by means of which (via the way of investments) they can borrow money from each other or receive investments from each other, in order to profit from investments made to the projects and to enable funding of business projects.

1.7. The Platform does not intermediate consumer or provides consumer investments. In order to borrow money or receive funding, the Originator wishing to receive funding, must enter into an Investment Contract and into Investment Documents, in accordance with the procedures established herein, and provided there is an Active User wishing to grant such funding. The relevant Investment Contract constitutes a separate contract between solely the Lender and the Debtor, the rights and obligations of which are performed, inter alia, within the provisions and restrictions set out in these User Terms.

1.8. The Platform cooperates with Active Users (and/or Originators) who have registered as Users of the Platform and whose number may change in time.

1.9. The fees applicable to both Originators and Active Users are indicated in Clause 18.

1.10. In addition to the above conditions, Privacy Rules of the Platform are applicable and binding the User.

1.11. The definitions of terms as specified in clause 1.4 of the User Terms are used for interpretation of these User Terms and other contracts referred to in the User Terms.

1.12. By registering as the User of the Platform, a physical person or a legal entity submitting the relevant application hereby confirms that this particular physical person or this particular legal entity has duly examined these User Terms in full, understands them and agrees to these User Terms and the Privacy Rules of the Platform.

## 2. USER REQUIREMENTS

2.1. By submission of the registration application, the User confirms that the User has examined in full, understands and agrees with these User Terms and the Privacy Rules of the Platform.

2.2. A legal person can register as the User with the Platform only through its representative who is a physical (natural) person. The Platform at its discretion may request that any such representative of the legal person must be a separately registered User of the Platform as a physical (natural) person before the submission of a registration application on behalf of the legal person.

2.3. Both physical (natural) persons and legal persons (legal entities) can act as Active Users. Only a legal person (legal entities) and/or sole proprietor (s) can act as the Originators; which the only exception for funding provided for start-ups at pre-MVP stages whereby financing may be provided as a convertible debt instrument entered into as a separate Investment Document signed by the founder (s) of that start-up as a physical (natural) person being an interim Investment Document prior to completion of that said start-up company (legal entity) registration process.

2.4. A User, who is a physical (natural) person, must be at least 18 years old.

2.5. An Active User can be a person who has a current account in a licensed credit institution or a licensed payment service provider registered in the commercial register in the contracting member state of the European Economic Area or a similar licensed credit institution or a licensed payment service provider registered in the equivalent commercial register of another country across the world.

2.6. A legal person (legal entity) can be a User in case that legal person is entered into the relevant registry in the contracting member state of the European Economic Area or the equivalent relevant official governmental registry in another country across the world.

2.7. An Originator can be a person who has a current account in a licensed credit institution or a licensed payment service provider registered in the commercial register in the contracting member state of the European Economic Area.

2.8. A person who does not meet the above-specified requirements can be a User of the Platform only if the Platform Operator has given its written consent for it. The Platform Operator can refuse to register a User at its own discretion or impose additional requirements for registration of a User (including for being an Active User or an Originator) or to change the existing requirements at its own discretion at any time. Likewise, the Platform at its discretion reserves the right to approve or to reject any applicant or user to become a User on the Platform.

2.9. Each User hereby undertakes to only provide correct and comprehensive information and documents while registering with the Platform, providing data to the Platform Operator about the User and/or identities of ultimate beneficiary owners and/or representatives, providing data during the applicable KYC/AML Requirements, concluding contracts, communicating with the Platform Operator, or performing other actions related to services of the Platform Operator. Moreover, each User undertakes to provide all the necessary information, documents and/or other requested evidence (related to verification of the User, identities of ultimate beneficiary owners and/or representatives of the User, data upon origin of the funds, among other information, etc.) to the Platform Operator in a manner and within a time period determined by the Platform Operator if so, requested by the Platform Operator.

2.10. Each Active User must undergo a Suitability Test before starting to invest in the Platform. It is the responsibility of the User to undergo the aforementioned Suitability Test.

### **3. USER IDENTIFICATION**

3.1. When registering as a User, the applicant must enter their identification Name and Surname, e-mail address, phone number, select a password, and submit other information requested by the Platform and at discretion of the Platform Operator. Inter alia, the Platform can prescribe requirements to the combination of letters and/or numbers forming a User ID and password and demand regular changing of the selected password due to security and other considerations.

3.2. When registering as a User, the applicant is expected to provide all the information and documents requested by the Platform Operator to perform the due diligence of the User according to KYC/AML Requirements of the Platform, procedures and policies of the Platform, and in order to be able to determine the identity of the User and of beneficial owner(s) of the User.

3.3. The e-mail address and password of the User are personal to that User and are used to identify the User each time the User logs into the Platform, makes transactions or makes any other actions through the Platform. Despite the conditions specified above, the Platform Operator may enable the User to use User ID-s of certain social media sites (networks) or e-mail providers, such as Alphabet/Google, LinkedIn, Twitter or Meta/Facebook for entering the Platform, as well as an ID-card and/or a mobile-ID solution.

3.4. The Platform Operator is entitled to presume that the person using the User ID and the password has an authorization, arising from either law or contract, to make transactions in the name of the User. The Platform Operator can restrict the rights of the User or refuse to follow instructions of the User, inter alia, in case the Platform Operator considers that there is a risk that third person(s) possess the User's ID and password or in case the Platform Operator has the basis to suspect that the identity or identification specific data (including User's ID and password) and credentials of the User have been compromised.

### **4. PRIVATE ACCOUNT OF THE USER (USER CABINET)**

- 4.1. Each User has a personal account assigned with the Platform with the aim of communication with the Platform Operator and keeping track of the transaction balance of the User, certain other financial actions, made investments and/or purchased and held claims. Inter alia, the Private Account reflects the balance of funds that the User transferred to the Platform Operator.
- 4.2. In case more than a single Private Account has been opened by the User with the Platform, the User shall be prohibited from using bonuses, special offers, bonus interests, and other preferences, etc. of the Platform more than once, unless otherwise is provided in the terms of the Platform Operator.
- 4.3. If not otherwise stated in these User Terms, the User can withdraw the positive balance reflected in its Private Account at any time and in any amount by instructing the Platform Operator accordingly.
- 4.4. The User can transfer funds to the Platform Operator with the purpose of transactions made or to be made by the User in an amount chosen by the User by transferring the relevant funds to the Platform Operator in a manner specified by the Platform Operator. The Platform Operator can, at its own discretion, impose restrictions or requirements to the minimum or maximum amounts of funds available on the Private Account.
- 4.5. The Platform Operator keeps the funds transferred to it by a User in the own name of the Platform Operator on a current account of the Platform Operator with a licensed bank or a licensed payment service provider. The Platform Operator keeps the funds transferred to it by the Users separately from its own funds on an account separate from other funds of the Platform Operator. The Platform Operator does not calculate any interest and no interest is payable to a User on the funds transferred to the Platform Operator.
- 4.6. A User can enter into transactions, including to grant an investment, received repayment of the investment, repay the investment or make other payments, only on the account of those funds that the User has previously transferred to the Platform Operator for any such purpose before making the relevant transaction or action, on account of which no other financial obligations or instructions of the User are to be performed under the provisions of these User Terms.
- 4.7. If a User has made a transaction, the positive balance of the funds of the User reflected on the Private Account is reserved by the Platform Operator in the necessary extent until any payment arising from or pursuant to such transaction is made, and no other transaction or withdrawal by the User can be made on account of these funds.
- 4.8. The Platform Operator may use the funds transferred to it with the view to carrying out any transactions made, and actions taken by the User in accordance with the User Terms and other contracts and agreements entered into by the User in the course of using the Platform. Among other things, the Platform Operator may use the relevant funds for discharging debts owed by the User to other Users, third persons or the Platform Operator, by making any relevant transfers within a reasonable time period.
- 4.9. The Platform Operator may, at its own discretion, demand that the transfer of funds to the Platform Operator by the User must be made by way of a bank transfer from a Private Account held in the name of that User, which must meet the requirements set out in Clauses 2.5 and 2.7 of these User Terms.
- 4.10. The User is not allowed to share or anyway transform, pledge, or dispose of its User rights over their Private Account with any other third party including other registered Users of the Platform. The User is only allowed to provide rights to another registered User for providing overview of the Private Account. The User shall not disclose their ID, password or any other means of accessing the Private Account to any third party without the prior written consent of the Platform Operator. The Platform Operator is not responsible for any actions, transactions completed or legal consequences arising from these actions by another User or third party using the Private Account of the User or for the consequences of such actions or transactions.

## **5. PROJECT**

- 5.1. An Originator may apply for funding for a Project through Platform only after providing all requested documents and information regarding the Project, and which shall categorize as one of these types of Projects:
- 5.1.1. Invoice financing and asset-backed business loans (investment into claim rights): in form of an assignment of (asset based) debt (claim rights) to the Active User. (These would typically be invoice debts related to operation of a business and would typically imply a fixed term investment with an interest rate, whereby the Originator (the Debtor) pays back the attracted financing plus the interest.)
- 5.1.2. Real estate backed loans, property development projects (loans against real estate) and loan-type investments into real estate: in form of an assignment of (real estate based) debt (claim rights) to the Active User. (These would typically be debts related to operations with this real estate and would typically imply a fixed term investment with an interest rate, whereby the Originator (the Debtor) pays back the attracted financing plus the interest.) Or alternatively: in form of an assignment of rights to own respective part of shares in a legal entity (company), which then owns and thereby controls the underlying real estate.

5.1.3. Investments into company equity (legal entities) and funding to start-ups: in form of an assignment of rights to own respective part of shares in that legal entity (start-up company), through which the start-up project is being executed. (These would typically be high risk, minority investments into company equity without a fixed repayment or a pre-defined repayment horizon.) In case of mezzanine debt provided to such legal entity (start-up company): in form of an assignment of debt (claim rights) to the Active User.

5.2. Only a legal entity (i.e. a business) which identity, business continuity and business compliance the Platform Operator verified in a manner prescribed by the Platform Operator can request an investment as an Originator. Every User who seeks to become an Originator has to complete the Reliability Assessment of an Originator and meet all the applicable reputation and creditworthiness criteria set out by the Platform Operator. The Reliability Assessment of an Originator is performed by the Platform Operator in accordance with the internal procedures. The Platform Operator may, at its own discretion, not allow an Originator to request an investment and/or prescribe other additional conditions for requesting an investment.

5.3. Only a person, which is registered as the User with the Platform, and in their capacity as an Active User, and whose identity the Platform Operator verified in a manner prescribed by the Platform Operator can grant an investment. The Platform Operator may, at its own discretion, not allow a User to grant an investment and/or prescribe other additional conditions for granting an investment. An Active User shall notify the Platform Operator in case the Active User is acting as a creditor in their economic or professional activity. In case of breach of this obligation to notify the Active User is liable for all direct and indirect damage and expenses which occur or may occur in the future to the Platform or other persons due to the breach of this notification obligation.

5.4. To grant an investment, the Active User enters into the respective Investment Contract via the Platform. To obtain an investment or to receive a loan, the Originator enters into the respective Investment Document with the Platform Operator and Investment Contract with the Lenders through the Platform, whereby the Originator (the Debtor) would enters into a separate Investment Contract with each of the Active User (the Lender) for its project. Alternatively, the Active User can enter into several Investment Contracts for funding a single Project.

5.5. To request an investment and start the negotiations process, a representative of the Originator must fill in the relevant application form on the Platform. The Platform Operator in almost all circumstances will request that in addition to the application the Originator requesting an investment or a loan must submit, including but not exclusive, the relevant business plan documentation, existing financial reports, financial forecasts and budgets, cash flow structure, business process description, independent valuation of the underlying real estate (where applicable), independent opinion of the Project, information on beneficiaries, key people and management board, evidence of creditworthiness and/or any other information and evidence requested by the Platform Operator at any time.

5.6. Upon receipt of the application form referred to in Clause 5.5 herein, the Platform Operator reviews the information contained in the application form at its own discretion assessing, among other things, whether or not the project is appropriate for the Platform and the creditworthiness of the applicant on the basis of the information supplied and any other information which the Platform Operator considers appropriate (and when doing so, the Platform Operator may make enquiries to third parties, any relevant registries and use other sources for collecting any information for the purposes of assessing the application). Inter alia, in the course of reviewing the application, the Platform Operator may commission, at the cost of the applicant, a valuation report of the subject of the Project and various opinions of third parties.

5.7. If the Platform Operator finds that the submitted application and/or an Originator is acceptable for the Platform, the applicant Originator may complete and confirm, on the terms agreed with the Platform Operator, the Project Request for funding of the project. This Project Request will be published on the Platform and accessible to all Users. The Platform Operator can allocate a risk category to the relevant Project Request at its own discretion.

## **6. ENTRY INTO INVESTMENT CONTRACTS**

6.1. Entering into an Investment Contract takes place by way of an Originator making a Project Request through the Platform and the Platform accepts the Active Users making a decision on the account of oneself to enter into such Investment Contract, as follows:

6.1.1. The Originator completes, on the terms agreed with the Platform Operator, the Project Request and confirms it by signing (as a physical or digital document) an Investment Document with the Platform (as an Investment Document with conditions precedent and conditions subsequent) in accordance with the best business practices of the Platform Operator and/or with the procedure described in Clause 10 (Confirmation of Transactions on the Platform) for Originators (after such functionality becomes fully available for the Originators).

6.1.2. The Project Request expires in cases by the end of the Application Period an Active User or Active Users have not given an acceptance or acceptances in respect thereof in an aggregate principal amount of investment(s) in at least the Minimum Amount of the Funding Target. The Platform Operator has a right to decrease the minimum amount of the funding target as indicated in the Project Request until the expiry of the Application Period.

6.1.3. The Platform Operator has right to extend the initial Application Period for the period up to 365 (three hundred and sixty-five) days and the relevant extension does not affect the validity of any Investment Contract(s) entered into before such extension.

6.1.4. An acceptance in respect of a Project Request may be given by an Active User who has funds available on their account at least in an amount to the extent of which that Active User wishes to grant an investment. In case of refinancing of a previously funded Project an Active User who does not have sufficient free funds on their Account, but whose claims against the Originator requesting refinancing are at least in the amount to the extent of which the Active User wishes to grant an investment to the Originator requesting the refinancing may also be used to grant an investment.

6.1.5. By giving an acceptance, an Active User expresses their intention to be legally bound by the Investment Contract and the Investment Document to be entered into through the giving of that acceptance. This acceptance cannot be withdrawn.

6.1.6. Please also note, that the Investment Contracts (and the Investment Document) between every Active User and the Originator are deemed to have been entered into in a chronological order of acceptances and only insofar as such acceptances have been given in an aggregate amount of investments equal to the Maximum Amount of the Funding Target.

6.1.7. The investment amount: (i) may not be less than the minimal amount specified for a particular project (standard minimal investment amounts are subject to change and are represented in the FAQ (frequently asked questions) section or an equivalent section published within the Platform website); and (ii) may typically not exceed the Maximum Amount of the Funding Target, except to the extent the deviation from the above specified requirements is necessary to ensure that, as a result of all acceptances given in respect of the relevant Project Request, the aggregate investment amount under the relevant Investment Contracts would not materially exceed the Maximum Amount of the Funding Target.

6.2. In the case where during the Application Period the requested amount is aggregated and the Investment Contracts are concluded, the Platform Operator may transfer the investment amount to an account (e.g. such as a notary's deposit account, escrow etc.), where the investment amount will be held until the Originator satisfies all conditions necessary for the disbursement to the Originator (such account where the investment amount is to be held before the disbursement to the Originator shall be selected at the discretion of the Platform Operator). The investment amount shall be paid out to the bank account indicated by the Originator only after carrying out of the actions provided for in these User Terms as well as in the respective Investment Document regarding conditions precedent and/or conditions subsequent of the Project Request. The Platform Operator may deduct applicable fees and costs from the investment amount immediately before the transfer of the investment amount to the Originator's bank account as indicated in these User Terms.

6.3. Following the acceptance of the Project Request and execution of the Investment Document, the Platform prepares information about the Investment Contract in pdf-format (which may comprise one or several documents in pdf-format), which are made available to the Lender within the Platform in the Private Account (User Cabinet) or sent otherwise sent by e-mail. The Investment Contract and or the Investment Document need not be User-specific and are provided by the Platform on the aggregated basis.

6.4. The Investment Contracts will be made available to the Originator following the expiration of the Application Period provided that the Project Request was accepted by Active Users for at least for the amount of the Minimum Amount of the Funding Target shown in the relevant Project Request.

6.5. Notwithstanding provisions of the aforementioned Clauses 6.1 and 6.4, the Minimal Amount of the Funding Target and the Maximum Amount of the Funding Target may both be adjusted by the Platform at its own discretion for the purposes to be able to realize the project due to mathematical rounding errors and/or subject to demand for the Project Request provided that such adjustments does not materially change the essence of the Project Request and so that to not principally change the financial risk of the Project Request.

## **7. AUTO INVEST**

7.1. In addition to the acceptance (i.e. confirmation of the amount of investment) procedure described in Clauses 6.1, 10.1, 10.2 and 10.3, the User has an opportunity to accept the entry into Investment Contracts by using the Auto Invest application. The Platform Operator shall have the right to stop or cease offering a function that allows Auto Invest at any time at discretion of



the Platform Operator. The Platform Operator may also selectively restrict the use of the function that allows Auto Invest, for example by disabling this function only to Users from specific countries or due to other reasons.

7.2. By activating the Auto Invest application, the User shall grant the Platform Operator the rights to enter on behalf of the User into Investment Contracts via the Auto Invest application pursuant to the criteria chosen by the User. Auto Invest shall act according to the criteria chosen by the User that can be determined via the Private Account of the User (User Cabinet on the Platform). The Platform Operator may restrict the use of additional criteria considering the size of the amount being invested per Project Request through the Auto Invest application.

7.3. The criteria that can be established on the Auto Invest application for describing a suitable potential investment object can be, inter alia, the following, not exclusively or inclusively:

7.3.1. The type of Project Request;

7.3.2. The investment amount that may be invested per Project Request through the Auto Invest application

7.3.3. The minimum or maximum size of the investment;

7.3.4. The interest rate range;

7.3.5. The risk ratios (such as investment-to-value, loan-to-value, skin value and similar) and/or risk ratios as a range of parameters;

7.3.6. The investment period or maturity;

7.3.7. The investment repayment schedule.

7.3.8. And/or other parameters.

7.4. The description of the Auto Invest application, including explanation about the consequences that the use of the Auto Invest application may entail, shall be made available for the User via the Platform. To start the use of the Auto Invest application, the User shall confirm that they the User recognized the possible consequences that the use of the Auto Invest application may entail.

7.5. The User who wishes to use the Auto Invest application shall choose, at their own discretion, in the Platform the criteria according to which they would like to enter into an Investment Contract. The User shall confirm the choice of the criteria pursuant to the procedure described in Clauses 6.1, 10.1, 10.2 and 10.3 of the User Terms. The Platform Operator shall have the right, inter alia, to establish a minimum size of the investment for using the Auto Invest application and an investment of an amount smaller than that is not possible by using the Auto Invest application or to limit for a User function of the Auto Invest application depending of the type of Project Requests, or other parameters.

7.6. In order to enter into Investment Contracts via Auto Invest, the User must hold sufficient funds in their Account that allow the entry into Investment Contracts pursuant to the criteria chosen by the User.

7.7. The Platform Operator, after having received a corresponding order from the User via the Auto Invest application, shall dispose of the funds in the Private Account of the User in the amount set via the Auto Invest application in accordance with the procedure described in Clause 6 of the User Terms.

7.8. When a new Project Request is added in the Platform, the Auto Invest application shall create a list of Active Users, who use the Auto Invest application, on the basis of the time of the most recent investment made via the Auto Invest application as well as the investment amount that they wish to invest via the Auto Invest application. The Active Users whose requested investment size is equal to the minimum amount of investment shall be assigned a higher priority rank on the list. They shall be followed by the Active Users who have determined an investment size that is larger than the minimum amount of investment, regardless of the exact size of the investment determined. Active Users shall be ranked in both parts of the list according to the most recent transaction made by the Auto Invest application so that the highest rank shall be assigned to the Active User whose funds were used to make a transaction the longest time ago. If the funds of an Active User have not been used via the Auto Invest application, the ranking of the Active User in the list shall be determined, in addition to the size of the investment requested by them, by the time of activation of the Auto Invest application. On the basis of a corresponding list to be generated each time anew, the system shall decide whose funds can be raised upon making an investment, and to what extent. Maintenance of the list by the application shall ensure equal treatment of Active Users upon using the funds granted by them for investment. When a new Project Request is added, the project financing process via the Auto Invest application shall be as follows:

7.8.1. If the amount set out in the Project Request is larger than the total sum of the amounts set for investment by the Active Users who use the Auto Invest application and to the criteria established by whom the Project Request corresponds, then: (i) first of all, the maximum investment amount of each corresponding Active User shall be calculated; (ii) the rest of the

requested funds shall be raised from Active Users by individual acceptances via the Portal according to Clause 6.1.6 of the User Terms;

7.8.2. If the amount set out in the Project Request is smaller than the total sum of the amounts set for investment by the Active Users who use the Auto Invest application and to the criteria established by whom the Project Request corresponds, but larger than the total sum of the minimum permitted investments to be calculated for all the corresponding Active Users, then: (i) first of all, the minimum permitted investment amount for each Active User shall be calculated; (ii) the amount being applied for that remains uncovered thereafter shall be raised proportionally from the Active Users who have set, via Auto Invest, higher than the minimum size of investment, according to the amount set by them.

7.8.3. If the amount set out in the Project Request is smaller than the amount that would be received if each Active User who uses Auto Invest and to the criteria established by whom the application corresponds, invested the minimum amount permitted by the application, then: (i) the system shall not perform any proportional distribution; (ii) Active Users shall be provided with an opportunity to invest according to the list formed from the Active Users, whereas the Active Users at the beginning of the list shall be started with and the amount raised from each Active User shall be the minimum investment amount set by the Active User; (iii) Active Users shall be raised until the investment amount is reached and the amount of investment of the last Active User is the amount upon raising which the investment amount specified in the Project Request has been raised in full; (iv) the Active User from whom funds are raised shall be placed at the end of the list.

7.9. The User can, through their Private Account and at any time, obtain an overview of the criteria set by them according to the Investment Contracts entered into via the Auto Invest application and the disposal of the funds in their Private Account. The Platform Operator shall inform the User through notifications of the agreements that have been entered into, by confirming the entry into the Investment Contracts and the disposal of the funds in the Private Account according to the criteria set by the User.

7.10. The User may, at any time, turn on, temporarily suspend or turn off the Auto Invest application or change the criteria of the Auto Invest application.

7.11. The provision of the opportunity to use the Auto Invest application on the Platform shall not in any way constitute any counselling of Users or the provision of advice to the Users in any form by the Platform or the Platform Operator in respect of the investments and the Project Requests on the Platform. The Platform Operator shall not be liable for any loss that the User has incurred or may incur upon using the Platform or the services offered by it, including when using the Auto Invest application.

## **8. MATTERS RELATED TO PERFORMANCE OF INVESTMENT CONTRACT**

8.1. The Platform Operator transfers the investment / investment amount(s) to a bank account of the Originator after the Investment Documents were concluded and signed by the Originator.

8.2. Payments under the Investment Contract (including, the investment amount(s)) are deemed to have been received by the Originator from the moment the amounts have been transferred by the Platform Operator (i.e. debited from the bank account of the Platform Operator) to a bank account of the Originator.

8.3. As regards receipt of the periodic payments under the Investment Contract (e.g., interest payment, etc.) by the Platform Operator, the investment amount(s) are deemed to have been received by the Platform Operator from the Originator at the moment these amounts have been credited to the bank account of the Platform Operator.

8.4. If the Investment Contract provides that the investment is repayable in instalments pursuant to the repayment schedule, or interest payable pursuant to the interest payment schedule, the Platform Operator prepares the relevant repayment schedule or interest repayment schedule and delivers it to the Lender and the Debtor. The relevant repayment schedule or interest payment schedule is sent to the Originator in the form where the payments to be made by the Originator are shown cumulatively in respect of all the relevant Investment Contracts (but not separately in respect of each relevant Investment Contract). If the repayment schedule or the interest payment schedule changes during the validity of the Investment Contract, the Platform Operator prepares a new schedule and delivers it to the Lender and the Debtor within a reasonable time after the changing of the relevant schedule.

8.5. The Originator may prepay an investment prematurely in accordance with the terms of the Investment Contract and only if such a permission is given by the Platform Operator in a format which can be reproduced in writing.

8.6. The Users hereby recognize and confirm that investments / investment amount(s) in accordance with the terms of the Investment Contract invested into company equity and/or investments otherwise transferred to provide funding to start-ups

do not have a fixed repayment horizon or a predefined repayment schedule and are hence provided to the Originator without any such definite obligation in writing.

## **9. THE SECONDARY MARKET**

9.1. This Clause deals with the matters related to assignment and reassignment of the claims (arising from the Investment Contracts) between the Users on the secondary market between the Users. The Platform reserves the right to amend and update this Clause 9 of the User Terms once this application of the Platform becomes live and available in active mode to the Users.

9.2. The Platform may offer a function, which allows the Active User to assign a claim to another User of the Platform, except to the User that the claim is against, by concluding a contract of reassignment through the Platform. The Platform Operator shall have the right to stop or cease offering a function that allows reassignment of claims at any time at discretion of the Platform Operator. The Platform Operator may also selectively restrict the use of the function that allows reassignment of claims, for example by disabling this function only to Users from specific countries. The use and availability of the secondary market application of the Platform is not guaranteed.

9.3. The minimum price of a claim to be reassigned shall be defined by the Platform at its own discretion, and unless specified otherwise, is EUR 100. The Platform Operator may impose restrictions on the price of a claim to be reassigned, e.g. restrict the extent of discount or mark-up the assignor may apply to the assignment of the claim.

9.4. The Active User shall make a proposal to conclude a contract of reassignment through its Private Account in which the conditions for the reassignment of the claim are specified, including: (i) the amount of the claim to be reassigned, (ii) the price of the claim to be reassigned.

9.5. The proposal to conclude a contract of reassignment shall be effective on the Platform for up to 30 (thirty) days during which acceptances can be given in respect of the proposal. In case no acceptances from the other Users have been given during the 30 (thirty) days the respective proposal shall be automatically deactivated and no further acceptances in respect of the proposal can be given. A proposal for concluding a contract is also automatically deactivated if, following the publication of the proposal on the Platform, any disbursements, such as interest payments or principal repayments, are made to the assignor under the underlying Investment Contract.

9.6. The contract of reassignment is concluded if the assignee has given its acceptance to the proposal in accordance with the procedure described in Clause 10 of the User Terms.

9.7. Before giving an acceptance to an offer, a User shall be granted an opportunity by the Platform Operator to examine the general terms of the Investment Contract in an extent that is necessary for giving an acceptance.

9.8. By giving an acceptance and entering into a contract of reassignment a User expresses their intention to be legally bound by the Investment Contract from which the claim arises. This acceptance cannot be withdrawn, unless otherwise stated by applicable law.

9.9. A User may give an acceptance to an offer to enter into a contract of reassignment only if the User has funds available on their Account at least in an amount to the extent of which the price of the claim is set. After the conclusion of a contract of reassignment, the Platform Operator shall debit the Private Account of the Active User who bought the claim and credit the Private Account of the Active User who assigned the claim in an amount of the price of the assigned claim.

9.10. After the reassignment of the claim the Platform Operator shall have the right to withhold a service fee as indicated in the Price List from both the assignor and the assignee of the claim.

9.11. The Platform Operator shall inform the Originator of a reassignment of a claim against them via the Platform in accordance with the procedure described in Clause 13.

9.12. Upon the conclusion of the contract of reassignment all agreements related to the additional interest payable to the Active User selling their claim shall be transferred to the assignee of the claim.

9.13. One claim can be assigned not more frequently than a given period, meaning the assignee can assign the same claim to another User if the said time period has passed since buying of the claim. This given period shall be defined by the Platform at its own discretion, and unless specified otherwise, shall be 10 (ten) calendar days.

9.14. In matters not regulated in Clause 9 or by the contract of reassignment which is concluded between the parties, User Terms shall apply, including payment defaults, enforcement of security, authorizations of the Platform Operator, procedure for solving disputes and regulations for other matters.

## **10. CONFIRMATION OF TRANSACTIONS ON THE PLATFORM**

10.1. In cases prescribed by the Platform Operator a User must confirm a transaction or other action, including a Project Request and acceptance given in respect thereof, each time by entering the password assigned to the User or in any other manner prescribed by the Platform, including the action of pressing "Invest" and/or "Confirm" button on the Platform, which implies that the User has accepted the Project Request and its Principal Investment Terms and other Project related documentation and agreements. By giving the respective confirmation the User expresses their irrevocable intention to be bound by the confirmed transaction or action and to be bound by the confirmed legal framework of the Project Request.

10.2. Acceptance of the User of the Project Request, its Principal Investment Terms and other Project Request related documentation and agreements via the use of Auto Invest functionality of the Platform and by giving the respective confirmation thereof, the User expresses their irrevocable intention to be bound by the confirmed transaction or action and to be bound by the confirmed legal framework of the Project Request undertaken via Auto Invest.

10.3. In cases specified by the Platform Operator, the Platform Operator may request and/or a User must confirm a transaction, agreement or action connected with use of the Platform in a written or notarial form.

## **11. PAYMENT TERMS**

11.1. The procedure of payments and calculations provided for in this Clause applies to all transactions and actions made through the Platform.

11.2. If a User must perform any financial obligation, there must be, no later than on the day when that financial obligation becomes due (or in cases specified in the User Terms, on the day when that financial obligation is committed to), free funds on the Private Account of the User for the purpose of performing the relevant obligation in an amount equal to the amount necessary for performance of that financial obligation in full.

11.3. If the Originator must at the same time perform a financial obligation to multiple Lenders and there are no free funds on the account of the Originator for the performance of all the financial obligations in full (or the funds transferred from the Originator to and received by the Platform Operator on its bank account are not received in the amount necessary to cover all the financial obligations in full), the remaining insufficient funds on the account are to be applied towards the performance of those financial obligations to all the relevant Lenders proportionally with the ratio of the outstanding balance of the investment amount granted by a Lender bears to the aggregate outstanding balance of investment amounts granted under all Investment Contracts entered into for the funding of that Project (pro rata). If the above specified financial obligations have fallen due at a different time, the sequence in which the obligations owing are deemed to be performed shall be based on the order of application of insufficient payments and on the chronological order in which those obligations fall due shall be followed.

11.4. Nor the User neither the Originator may perform the financial obligations they owe by way of set-off or make withholdings or deductions from the amounts payable by them without the consent of the Platform Operator given in a format which can be reproduced in writing.

11.5. Delay in performance of the obligations of the Originator arising from the Investment Contracts (first of all the return of the investment amount and the interest) which does not exceed 3 calendar days shall not amount to breach of the obligations of the Originator (the User) in the meaning of clause 11.2 of the User Terms. In case of a delay with the payment of no more than 3 days neither late payment interest nor measures stated in Clause 12 shall be applied.

## **12. PROJECT DEFAULTS AND BREACHES**

12.1. If an Originator does not in a timely manner perform any obligations arising from an Investment Contract, these User Terms or other Investment Documents, or if a ground for cancellation of an Investment Contract arises, the Platform Operator shall at the expense of the Originator conduct any actions or take steps on behalf of the Active User(s) (Lender(s)) and/or itself that the Platform Operator considers at their own discretion to be necessary or desirable to achieve the performance of the relevant obligation and/or cancellation of the Investment Contract or the use of another legal remedy.

12.2. Inter alia, the Platform Operator may at their own discretion for the purposes described in clause 12.1:

- (i) Send reminders, balance notices and warnings to the Debtor (including bankruptcy warnings);
- (ii) Provide details about the Debtor to third parties in accordance with the terms of the Privacy Rules of the Platform Operator;
- (iii) commence court or arbitral tribunal proceedings, enforcement proceedings, and bankruptcy or other insolvency proceedings, by the procedure provided for by law and in accordance with these User Terms, including participating in the relevant proceedings as a representative of the Lender (s) and on behalf of the Lender (s);
- (iv) Restrict the rights of the Debtor for using the Platform or to use the services of the Platform Operator;

- (v) Withdraw from and cancel and/or prematurely withdraw and cancel the Investment Contract on grounds provided for in the Investment Contract or on grounds provided for by applicable law; or
- (vi) Organize the enforcement of security by the procedure provided for by applicable law and the relevant agreement of establishment of security or take directly or indirectly control over the security in the interests of the Lenders;
- (vii) Waive from claiming default interest and/or other compensations to the Lenders, if the Platform Operator deems it necessary to achieve the repayment of the (principal) investment and interest payment to the Lenders;
- (viii) Sell the Due Claims on behalf of the Lenders and/or itself during collection of the Due Claims and/or other enforcement procedure in case it is in the opinion of the Platform Operator in the interests of the Lenders and inform Lenders thereof and the Debtor on behalf of the Lenders about the assignment of the Due Claims.

12.3. By registering as a User, each user gives instructions, consent, and authorization to the Platform Operator, with the right of sub-delegation, to carry out, on behalf of the User and as their representative, the actions and steps described in Clauses 12.1 through 12.5 of these User Terms at their own discretion, with the Platform Operator being entitled to use third persons for the carrying out of such actions and steps. The above-described instructions and authorization also include the right of the Platform Operator to perform any action and/or transaction on behalf of and as a representative of the User which in opinion of the Platform Operator is necessary for the assignment described in Clause 12.6 to be valid.

12.4. In accordance with the applicable normative legislative acts the Platform Operator is entitled to request in its own name a compensation for recovery costs for performing operations described in Clauses 12.1 and 12.2.

12.5. The Platform Operator is entitled to withhold not less than 40% (fourty percent) of the default interest and 50% (fifty percent) of other compensations, to reimburse its cost of the operations collecting the financial obligations of the Originator in the name of the Lender (s).

12.6. If the Platform Operator delivers the relevant Assignment Notice to the Lender and Debtor by the procedure provided for in Clause 14 (Delivery of Notices) of these User Terms, all Due Claims arising from the Investment Documents relating to the funding of the relevant Project against the Debtor are deemed to be automatically assigned to the Platform Operator as specified in the Assignment Notice. The respective claims are deemed to be assigned from the moment the addressee has received the Assignment Notice in accordance with clause 14.2 of these User Terms.

12.7. The Assignment Notice referred to in clause 12.6 of these User Terms may be delivered only when the Investment Contract(s) entered into for funding of the relevant Project is/are extraordinarily cancelled by the procedure prescribed in the other provisions of this Clause 12 (Payment Defaults and Breaches) and in the opinion of the Platform Operator the above described assignment is necessary or desirable so that the Platform Operator could be the creditor of the Debtor in respect of the Due Claims and to participate in its own name in a proceedings or actions for the collection of the Due Claims and/or other form of enforcement.

12.8. Following the assignment described in clause 12.6 of these User Terms, the Platform Operator continues to act in the interests of the Lender(s) in respect of the assigned claims (being, inter alia, entitled to carry out any actions and steps described in Clauses 12.1 through 12.5 of these User Terms) and reflects the funds received as the result of collecting and/or enforcing of the Due Claims on the Accounts of the relevant Lender(s), having previously deducted and paid all costs and fees related to the relevant actions and steps.

12.9. The Platform Operator may cease to carry out the actions and/or steps described in this Clause 12, or not apply them, if in the opinion of the Platform Operator performance of the Due Claims is unlikely as the result of the relevant actions and steps or the benefit likely to be received as the result of the relevant actions and steps is less or in a similar scale with the expected costs of the relevant actions and steps. Following delivery of the notice of cessation, on request of the Lender, the Platform Operator may (but is not required to) re-assign to the Lender at the cost of the Lender the Due Claim(s) previously assigned by that Lender to the Platform Operator pursuant to the procedure of Clause 12.6 of the User Terms.

### **13. DELIVERY OF NOTICES**

13.1. The User agrees that all notices related to the use of the Platform, which concern the User and received by the User via its Private Account of the User (User Cabinet on the Platform), and/or delivered through the mailbox and/or sent via e-mail, including notices with legal consequences, shall be considered and delivered to and accepted by the User. This includes, inter alia, notices based on or related to an Investment Contract and other Investment Documents. The Platform Operator may, at their own discretion, send notices to the User also by means other than via its Private Account of the User (User Cabinet on the Platform), through the mailbox and/or via e-mail. And for such purpose, the contact information entered by the User in the Platform at registration as a User and/or updated during the course(s) of using of the services of the Platform, including via its

Private Account of the User (User Cabinet on the Platform), or any contact information recorded by the User in the Platform after registration as a User, shall be considered as valid contact information and contact channels of the User.

13.2. Notices delivered through the mailbox and/or sent via e-mail to the e-mail address made available by the User to the Platform Operator are deemed as received and acknowledged by the addressee User upon the elapsing of 24 (twenty-four) hours after dispatching of the relevant notice. Notices delivered through a Private Account of the User (User Cabinet on the Platform) on the Platform are deemed as received and acknowledged by the addressee User upon the elapsing of 48 (forty-eight) hours after dispatching of the relevant notice in the Private Account of the User (User Cabinet on the Platform).

#### **14. AMENDMENTS TO THE USER TERMS AND INVESTMENT DOCUMENTS**

14.1. The Platform Operator may unilaterally amend these User Terms and the relevant amendments take effect from the moment they are published on the Platform. The Platform Operator may at its own discretion require that the User Terms are confirmed by the User.

14.2. If Lenders and/or Originators wish to amend the Investment Contract or the Investment Document already entered into, the negotiations regarding the amendments shall be held by the Platform Operator, acting as the representative of the Lender(s) and in the interests of the Lender(s). The Platform operator may sign the amended contract and the amended Investment Documents as the representative of the Active Users in one or several of the following ways:

14.2.1. Extend any due term for any payment by up to 6 (six) months;

14.2.2. Extend partially or fully any due term for repayment of the principal part of the investment by more than 6 (six) but not more than 24 (twenty-four) months provided that at the same time the interest rate of the relevant investment was paid for the period prior to signing of such amendments or provided that interest for funding was increased by at least 5% (in relative terms and relative to the interest rate prior to such interest rate increase);

14.2.3. Extend partially or fully any due term for repayment of the principal and/or the interest to the repayment date of the last Project of the Originator in case the Originator has multiple Projects;

14.2.4. Increase the rate of interest and/or default interest;

14.2.5. Amend the repayment schedule or interest payment schedule;

14.2.6. Reduce the rate of default interest and/or interest or waive the default interest and/or interest;

14.2.7. Provide additional time periods for rectifying and/or eliminating any breaches of non-monetary obligations;

14.2.8. Extend the deadline for establishing the relevant security/securities (i) by up to 10 (ten) working days; or (ii) over 10 (ten) working days but not more than by up to 3 (three) months on the condition that the interest payment under the Investment Contracts for the latter extended period has been guaranteed for the Lenders;

14.2.9. Consent to the replacing or supplementing the asset that is subject to security or to the giving of additional security if in the opinion of the Platform Operator this does not materially prejudice the interests of the Lender; or

14.2.10. Make other amendments, including deviating from the ways regulated in the Clauses 14.2.1 through 14.2.9 and giving instructions to the Originator on the manner of performance of the Investment Documents from time to time or giving consents to deviations from the terms of the Investment Documents if the relevant amendments, instructions or deviations are of a technical nature, made for the purpose of correcting errors or if in the opinion of the Platform Operator do not materially prejudice the interests of the Lender or in the opinion of the Platform Operator are necessary to avoid or decrease the potential monetary risk and/or damage for the Lender(s);

14.2.11. Improve conditions of the Investment Documents from the perspective and in the interests of the Lenders;

14.2.12. Execute or improve conditions precedent and conditions subsequent;

14.2.13. Execute monitoring activities and ensure gathering of information related to the Investment Documents in the extent necessary to perform the function of the Platform Operator and to safeguard and represent the interests of the Lenders;

14.2.13. Act in accordance with such industrial practice as to decrease the conflicts of interest or so that to improve the transaction from the perspective and in the interests of the Lenders.

#### **15. CONFIDENTIALITY AND EXCHANGE OF INFORMATION**

15.1. Decamel complies with confidentiality requirements in accordance with the regulations of the Republic of Estonia and the European Union. Decamel may disclose information regarding any transaction, the Private Account of the User (User Cabinet on the Platform) and any other matters related to the User's activities on the Platform only directly to the User and/or the User's representatives via the User's contact information provided under the Agreement. Decamel may disclose such information to

third parties with the User's consent or without consent if required by the regulations of the Republic of Estonia and/or the European Union, the court decision and/or as required by the Estonian law.

15.2. Decamel will disclose information about any transaction, the User and/or the User's representatives, User's beneficial owners upon official request of authorized public authorities. The prohibition of non-disclosure of information shall not apply to cases when such information is disclosed to the competent state institutions, regulators and officials upon their justified request in the cases and in accordance with the procedures specified in regulatory enactments, including decision of a court and/or other decisions of the regulatory system to which the Platform is obliged to adhere by law.

15.3. If required by regulation, Decamel will collect, process and provide data and information on the Investor, the User's representatives, the User's beneficial owners and any transaction of the User to tax authorities of one or more countries. Decamel provides information to the State Revenue Service of the Republic of Estonia which automatically sends information to the tax authority in the country of residence of the User if such country participates in exchange of information.

15.4. Unless prohibited by the applicable regulation, Decamel may notify the User on the contents of information related to the User submitted to the State Revenue Service of the Republic of Estonia.

15.5. Decamel may share any information submitted by the User (i) with any company consolidated and/or affiliated with Decamel, (ii) any company which is involved in the provision of services on the Platform and/or (iii) as in any case provided in Decamel Privacy Rules.

15.6. Additionally to the above, the confidentiality disclaimers apply as specified on the Platform and available here <https://decamel.com/en/security/confidentiality-disclaimers>.

## **16. TRANSFER OF RIGHTS AND OBLIGATIONS**

16.1. A User may not assign or otherwise transfer the rights and obligations arising from the Investment Contracts and these User Terms to a third person without the consent of the Platform Operator.

16.2. The consent of the Platform Operator (for such assignment as per Clause 16.1.) is not necessary in case of an assignment of claims by a User to another User in accordance with the procedure provided for in Clause 9.

16.3. The Platform Operator has a right to transfer the rights and obligations arising from the Investment Contracts to the third persons on behalf of the Lenders and/or itself during collection of the Due Claims and/or other enforcement procedure in case it is in the Platform Operator's opinion in the interests of the Lenders and/or the Users. The receivables (minus the possible collection/enforcement costs) from the mentioned transfers must be transferred to the Lenders in their respective proportions. The Platform Operator has the right to transfer Investment Contracts to third parties on behalf of the Lenders also in case the principals and accrued interests/default interests of the investments are paid in full to the Lenders by the acquirer of the Investment Contracts as of the date of transfer(s) of the Investment Contracts and transfer(s) has no adverse effect on the Originator(s) (Originator(s) are deemed to have provided their consent to the mentioned transfer(s)).

## **17. GOVERNING LAW AND PROCEDURE FOR SOLVING DISPUTES**

17.1. The User may submit any claim or complaint regarding the services to the Platform Operator in accordance procedures described or set out as business practice on the Platform.

17.2. These User Terms and other circumstances, actions and transactions relating to the use of the Platform are governed by Estonian law or by law of country, where the Project or the Real Estate is located, as provided in the Investment Contract.

17.3. If a User has a complaint related to the Platform or any services provided by the Platform Operator, they are to be resolved in the manner outlined in the procedures found on the Platform or set out as business practice on the Platform.

17.4. This Agreement is stored in the databases of the Platform as a PDF file. The concluded Agreement with a User shall be kept in the Platform database for an unlimited period of time, specifying User ID number, Agreement date and other User specific information.

## **18. FEES AND COSTS**

### To the Originators:

18.1. Unless stated otherwise in the Principal Investment Terms, the Originator undertakes to pay the following fees and cover costs to the Platform Operator: (i) an Intermediation Fee; (ii) an Administration Fee; (iii) transaction system fees; (iv) fees for recovery of the debt(s) of the Originator to the Platform Operator or to the User; (v) waiting rate, (vi) all costs related to the conclusion of Investment Documents (including registration of pledges, execution of other covenants, conditions precedent and conditions subsequent); (vii) other fees as prescribed and provided by the Platform and/or those which are specified in

the Investment Document. The exact amount of each fee is provided for on a separate Price List (for Originators) available on the Platform or shall or may be specified in the Investment Document specific to each Project.

18.2. If not stated otherwise in Clause 18.8 of these User Terms or in the Principal Investment Terms, the Intermediation Fee and the costs related to the conclusion of Investment Documents (including registration of pledges, execution of other covenants, conditions precedent and conditions subsequent) shall be paid to the Platform Operator from the investment amount immediately before the transfer of the investment amount to the account of the Originator and the Platform Operator may withhold the Intermediation Fee from the investment amount by transferring the investment amount to the account of the Originator only in the amount it exceeds the Intermediation Fee. Other fees shall be paid to the Platform Operator as stated in the Principal Investment Terms.

18.3. If not stated otherwise in these User Terms or Principal Investment Terms, the Administration Fee accrues and is payable for each day for so long and until the principal amount set out in the Investment Contract is repaid and any accrued interest on the principal amount is paid, to the Lender in full, and the Originator has performed all other financial obligations arising from or based on the Investment Documents relating to that investment. If not stated otherwise in the Principal Investment Terms, the amount of the Administration Fee payable to the Platform Operator shall be the minimum of 2% (two percent) per annum calculated on a daily basis (is calculated on a daily basis, provided that a year comprises of 360 days, whereby the annual interest rate is divided by 360 to get daily interest rate and then multiplied by the number of the actual days elapsed, including the date of repayment of investment or its part) on the outstanding principal amount of the Investment Document entered into for funding of the Project; in case the investment period of the relevant investment is shorter than one year or if the investment is prepaid early before the expiry of a one-year period from the transfer of the investment amount to the Originator, the total Administration Fee payable to the Platform Operator shall be the minimum of 1% (one percent) on the maximum principal amount prescribed by the Investment Document entered into for funding of the Project.

18.4. If not stated otherwise in these User Terms or Principal Investment Terms, the Administration Fee must be paid as follows:

18.4.1. The Administration Fee is calculated on a daily basis, calculated for the whole investment period and is billed not less frequently than on a monthly basis based on the accrued due value of the said fees; notwithstanding the above, the Originator must make a payment of the Administration Fee to the Platform Operator at the time its repayments according to Investments Contract are due to the Active Users for the elapsed period; regardless of the actual repayment schedule or order of installments for principal and interest payments as set forth in the Principal Investment Terms;

18.4.2. The Originator and the Platform Operator may agree on another order of payment of the Administration Fee, made in a format which can be reproduced in writing before making of the Project Request on which the relevant investment was based;

18.4.3. If after the expiry of the investment period the principal amount of the relevant Investment Contract has not been repaid to the Lender, or any interest accrued on the principal amount paid in full, or the Originator has not performed any other financial obligations related to or based on the Investment Documents relating to the relevant investment, the Administration Fee calculated for each day after the expiry of the relevant investment period must be paid immediately at the first request of the Platform Operator.

18.5. The amount of each instalment of the Administration Fee referred to in Clause 18.4 will be made known to the Originator in line with requirements of Clause 13 and/or shown in the relevant column of the repayment schedule or interest payment schedule referred in these User Terms relating to the relevant Investment Contract.

18.6. In case of prepayment of an investment, the remaining balance of the Administration Fee must be fully paid simultaneously with the prepayment of the investment (and if the relevant repayment date does not fall on the last day of a calendar month, the Administration Fee is calculated and must be paid at least in an amount which should have been calculated and paid had the relevant investment been repaid on the last day of that calendar month (but in any case not in a greater amount than would have been payable had the investment been repaid on the original due date of repayment)). The Administration Fee becomes due and payable in full in case of cancellation or an extraordinary cancellation of the Investment Contract of the Investment Document.

18.7. Fees provided for in Clause 18.1 of these User Terms must be paid only in case during the Application Period the principal amount of the Investment Contracts entered into for funding of the relevant project amount to at least the Minimum Amount of the Funding Target shown in the relevant Project Request or in case the Originator accepted to receive a lower value of investment than the Minimum Amount of the Funding Target.

18.8. Intermediation Fee must also be paid in case the Investment Contract is terminated because the Originator has not granted security or securities by the procedure and in the scope provided for in the Investment Contract, when the Investment Contract is cancelled or extraordinarily cancelled before transfer of the investment amount or if the Lender renounces the



investment application before the end of the Application Period. Additionally, in such cases, the waiting rate specified in Clause 18.1 (v) is also due and shall be paid to the Platform Operator. In the above-described cases, the Originator must pay the Intermediation Fee and the waiting rate specified in Clause 18.1 (v) within 5 (five) working days after cancellation or extraordinary cancellation of the Investment Contract.

18.9. In case the events described in Clause 18.8 occur, the Originator must, within 5 (five) working days of the demand, compensate to the Platform Operator all costs, fees, duties and losses that the Platform Operator have incurred in connection with the entry into, performance or enforcement of the Investment Documents related to the funding of the relevant project, including any costs, fees, duties, and losses relating to the actions and steps taken by the Platform Operator referred to in Clause 12 (Payment Defaults and Breaches) of these User Terms.

18.10. The Platform Operator can set off the fees, costs and/or losses to be paid or compensated to the Platform Operator against the funds shown on the Private Account of the relevant User and/or of the funds that are due to the Originator from the Active Users.

18.11. Fees provided for in Clause 18.1 do not include value added tax (VAT) and if according to the law the relevant fee is taxed with value added tax (VAT) or other similar tax, the relevant tax is added to the Intermediation Fee and/or the Administration Fee and/or other fees set forth in Clause 18.1.

18.12. The Originator must pay the fees in the Euro currency in full and the Originator may not perform the obligation to pay the relevant fee by way of set off or make any withholdings or other deductions from the amount to be paid without the consent of the Platform Operator in a format which can be reproduced in writing.

18.13. In case of a breach of investment terms by the Originator provided for in Clause 12 of the User Terms, which enables the Platform Operator a right to terminate or extraordinary cancel an Investment Contract or an Investment Document, the Platform Operator is permitted to demand a realization fee from the Originator with reference to the breach and the operations deriving from the realization process, the amount of which is 8% (eight percent) of the unpaid amount of the investment / the amount of the investment provided for in the Investment Contract. Besides the realization fee, the Platform Operator is also permitted to demand the Originator to cover all the costs related to the collection of claims and/or other enforcement procedure (e.g. legal costs, court fees or costs of third-party service providers, among other costs).

To the Users:

18.14. The User undertakes to pay the following fees to the Platform Operator: (i) inactive Private Account fee; (ii) service fees; (iii) Project Request entry fees, where applicable, (iv) success fee of the Platform, and (v) other fees agreed on by the Users and set forth in a separate Price List (for Users) available on the Platform or those fees shown at the time of entry into Investment Contract as shown in the Private Account of the User or in the Principal Investment Terms.

18.15. The inactive Private Account fee specified in Clause 18.14 (i) shall be payable if the User has not been using its Account for more than 6 (six) months, provided that the Account has available funds. The amount of the inactive Private Account fee is set by the Platform Operator and is payable on the basis of the valid Price List (for Users) available on the Platform. The fees specified in Clause 18.14 (ii) shall be payable by the Users according to the valid Price List (for Users) available on the Platform. The fees specified in Clause 18.14 (iii) and (iv) shall be payable by the Users according to information published on the Platform in the Principal Investment Terms specific to a Project Request. The fees specified in Clause 18.14 (v) shall be payable by the Users according to information on the basis of the valid Price List (for Users) available on the Platform or those published on the Platform and shown at the time of entry into Investment Contract as shown in the Private Account of the User or in the Principal Investment Terms.

18.16. The liability of the User is limited by the amount of funds available in the Private Account of the User or the proceeds available from a particular Project to cover the costs and fees of the Platform Operator.

To the Users and the Originators:

18.17. In case of delay in payment or compensation of any fee, duty or costs, and unless specified otherwise in the Investment Document(s), the User and the Originator undertakes to pay default interest to the Platform Operator at the rate of 18% (eighteen) per cent per annum for each delayed day. In case of a delay in interest payment pursuant to the interest payment schedule, the User undertakes to pay indemnity to the Platform Operator from the late interest payment in the amount of up to 0,05% (zero point zero five percent) from the delayed amount for each delayed day.

18.18. If a Price List in respect of certain actions to be performed and services to be provided by the Platform Operator is published on the Platform, the User referred to in the Price List must pay, immediately upon the first request of the Platform

Operator and in addition to any other fees referred to in the User Terms, for the relevant actions and/or services, to the Platform Operator in an amount shown in the Price List. Inter alia, the relevant Price List may prescribe the fees to be paid to the Platform Operator for the actions described in Clause 12 (Project Defaults and Breaches) of these User Terms or other actions and services.

18.19. The Platform Operator may at its own discretion unilaterally waive any fees to be paid to the Platform Operator based on these User Terms and/or Investment Documents or decrease the amount of the relevant fees unilaterally.

## **19. RIGHTS AND OBLIGATIONS OF THE PLATFORM OPERATOR**

19.1. The primary substance of the service provided by the Platform Operator is to enable the Users, by the means of the Platform, to use technical solutions which help the Originators and the Debtors to borrow money and/or receive investments from the Users and the Lenders, by way of paid investments, for funding the business of the Originators and the Debtors. The Platform Operator undertakes to act fairly, in good faith, with due care, correctly and professionally in the best interests of the Users and the Lenders, as well as the Originators and the Debtors, when providing these services.

19.2. The Platform Operator shall act in accordance with such industrial practice as to avoid the conflicts of interest between the Users and the Originators and subject to policies for avoidance of conflicts of Interest set out on the Platform.

19.3. In addition to those referred to in Clauses 19.1 and 19.2, the Platform Operator performs an administrative function in the execution and performance by the Originators of Investment Documents with the view to facilitating the performance of the Investment Documents and communication between Users. When collecting any amounts owed by an Originator, the Platform Operator acts at its own discretion on the basis of what the Platform Operator considers to be, and in the Platform Operator's experience is, in the best interests of the Lender.

19.4. The substance of the service provided by the Platform Operator does not include the following:

19.4.1. Accepting of deposits or other refundable instruments or giving of investments or other financings on its own account or behalf;

19.4.2. Guaranteeing and/or otherwise underwriting the availability or accessibility of funds to the Users, or ensuring the performance of the financial obligations of the User(s);

19.4.3. Providing of investment or legal advice;

19.4.4. Providing advice in respect of the real estate transaction in or outside of the context of a licensed broker; or

19.4.5. Provision of payment services.

19.5. Respectively to the Lender, the Platform Operator is not a party to the Investment Contract(s) in capacity of the Originator or the Debtor. Notwithstanding the above, the Platform Operator is entitled to rely on provisions of the Investment Contract and demand on the behalf of the Lenders the performance of provisions of the Investment Contracts from the Originators and the Debtors.

19.6. Among other things, the Platform Operator is not liable for:

19.6.1. Performance of a User's obligations (including obligations of Originators and Debtors respective to the Lenders);

19.6.2. Validity or accuracy of information and/or confirmation(s) published or provided by a User or an Originator on the Platform or any Investment Document (including data received from the Originator or the Debtor); among other things, the above specified limitation of liability applies also to any details and other information published on the Platform in respect of Projects Requests and Users as well as any information published by the Platform Operator, in case the Platform Operator had not published false or inaccurate information intentionally;

19.6.3. Any disruptions or failures which may occur in operations of the credit institutions and/or payment service providers and/or payment service gateway operators, including for any losses which may directly or indirectly be incurred by the Users as a result of insolvency or moratorium of any such institution or any other similar event of default or misconduct by any such third party;

19.6.4. Losses incurred as a result of any act or failure to act by the third persons referred to in clause 12 (Project Defaults and Other Breaches) of these User Terms, which economic or professional activity includes debt collection and provision of related services;

19.6.5. Bugs or disruptions that occur in the Platform or amendments made in the Platform or the consequences of termination of the operation of the Platform;

19.6.6. Validity and accuracy of forecasts, including financial indicators and forecasts of any Lender published on the Platform;

19.6.7. Circumstances which are derived from or depend on the identity of a User;

19.6.8. Legal content, scope, suitability, legal bindingness, enforceability of contracts and other legal documentation used on the Platform, including those used for the carrying out of transactions through the Platform;

19.6.9. Losses incurred as result of the materialization of the risk referred to in Clause 3.4 of the User Terms;

19.6.10. Loss of profit or other indirect losses, non-patrimonial damages including those expressed in material claims, or other damages caused as result of its conduct other than intentional misconduct;

19.6.11. Any economic loss, delay, or failure in performance of any part of the User Terms to the extent that such loss, delay or failure is caused by or during circumstances of a force majeure.

19.7. Permission to publish a Project Request (or decision thereof) and assigning a risk category and other project information to it on the Platform does not constitute an investment recommendation by the Platform Operator in respect of the relevant Project Request or the Platform Operator's confirmation or any other identification that the person making the Project Request is creditworthy, the relevant project is viable, or that the Active User will get the relevant investment back or make any profit from it.

19.8. The Platform Operator may make changes in the Platform, including expand, change, or remove its functions, at its own discretion at any time without asking permission of the Users for it or giving a prior notice to the Users. Among other things, the Platform Operator may terminate the operation of the Platform at its own discretion at any time.

## **20. RIGHTS AND OBLIGATIONS OF THE USERS**

20.1. In concluding transactions in the Platform each User (the Active User and the Originator) shall themselves assess the suitability and risk of the relevant transaction and, if necessary, use the help of such advisers who are specialists in the relevant field.

20.2. By having registered as a User, the User confirms, among other things, that when using the Platform, including when concluding transactions via the Platform, the User understands the risks involved in using the Platform, including the possibility that in the case the risks related to use of the Platform and/or the risks of investing, do materialize, the User understands that the User might not get back investment of the User and/or make the expected profit from the investment. Hereby the User confirms and understands that the User acts only at the own financial risk of the User.

20.3. The User is obliged to declare oneself and pay the taxes payable in connection with transactions and actions made through the Platform to the extent and by the procedure provided for by the law and/or the normative legislative acts of the country of tax residency of the User. The Platform Operator, on the other hand, may make deductions on account of taxes payable respective laws and regulations of the country of operation of the Platform Operator or the tax residency of the respective Originator or Debtor, or subject to conditions of respective Project Requests. Likewise, the Platform Operator is not obliged to make deductions on account of taxes payable if the latter is not required by law. The above applies, among other things, to the taxes payable on interest income earned by the Users in the capacity of the Lender.

20.4. The User agrees and confirms that:

20.4.1. performance of Investment Contracts and other Investment Documents, including communication between Users relating to the entry into or other matters relating to Investment Documents, may only take place by the procedure prescribed in these User Terms and the Investment Documents and through and with the assistance of the Platform, except in case the Platform Operator have given prior consent in a format which can be reproduced in writing;

20.4.2. collection of any financial obligation arising from an Investment Contract, these User Terms or other Investment Documents may take place only by the procedure prescribed in Clause 12 (Payment Defaults and Other Breaches) of these User Terms through and with the help of the Platform Operator and that the User has no right to take such actions or steps independently except in case the Platform Operator has given prior consent in a format which can be reproduced in writing; and

20.4.3. any matters and other information the User becomes aware of through, or in the course of, the use or access to the Platform, may be used by the User for the purposes of using the Platform services only and not for any other purposes.

20.5. The User undertakes to ensure the confidentiality of information obtained in connection with the Originators, the Debtors and the Project Requests, and not to disclose confidential information to third parties and not to use such information in any way that may cause harm to the Originator, the Debtor and/or the project under the Project Request. However, the prohibition of non-disclosure of information shall not apply to cases when such information is disclosed by the User to the competent state institutions, regulators and officials upon their justified request in the cases and in accordance with the procedures specified in regulatory enactments, including decision of a court and/or other decisions of the regulatory system to which the User is obliged to adhere by law.

20.6. The User must act in good faith when using the Platform and take the rights of other Users into account and not use the Platform for the purpose of causing harm to other Users and/or the Platform Operator or for other purposes that are against good morals or good faith.

20.7. The User agrees and confirms that any information provided to the Platform is true, accurate and up to date. In addition, in delivering notices and in other communication via the Platform, a User must treat the addressees of the relevant notices and communication respectfully and politely and not use the Platform applications that enable the delivery of notices and other types of communication for any communication other than that which is consistent with the purpose of the Platform.

20.8. The User themselves shall bear all costs, fees, duties, and taxes accompanying the use of the Platform.

20.9. When using the Platform, a User undertakes not to use technical equipment, applications or solutions (including computer programs) the aim or function of which is an automated use, reading, collection, recording or other processing of the Platform's content or data recorded in it.

## **21. TERMINATION OF USER STATUS**

21.1. At the request of the User, the Platform Operator terminates the User status of that User if the User is not a party to any Investment Contract, the relevant User has no monetary claims against any other User in connection with the use of the Platform and the relevant User has performed all financial obligations incurred towards the Platform Operator, and any other User in connection with the use of the Platform.

21.2. The Platform Operator may, at its own discretion, terminate the User's User status or restrict (or set a limitation to) the User rights at any time without justification by informing the relevant User of the same by the procedure described in Clause 13 (Delivery of Notices) of the User Terms

21.3. When the User status is terminated, the Platform Operator transfers the positive balance of the funds reflected on the Account of the relevant User to that User's current account from which the User has previously transferred funds to the Platform Operator and/or another account of the User confirmed with the Platform.

21.4. The User status cannot be terminated in full until there are active investments made the User on the platform which have not matured and/or are otherwise due to the User by the Originator or the Debtor.

21.5. The Platform has the right to demand that the User completes the KYC/AML procedure and provides to the Platform Operator the necessary compliance related information about the User prior to exercising that obligation of the Platform set forth in Clause 21.3.

## **22. EVENTS OF TERMINATION OF ACTIVITIES OF THE PLATFORM OPERATOR**

22.1. Unless stated otherwise in an Investment Contract, termination of the Platform Operator's operations for a reason and/or declaration of bankruptcy of the Platform Operator do not impact validity of the Investment Documents entered into prior to such an event.

22.2. In case insolvency of the Platform Operator is declared or its operations are terminated for some other reason:

22.2.1. The Application Period of each open or active Project Request prematurely expires;

22.2.2. Subject to KYC/AML requirements for and obligations of the User to the Platform Operator thereof, the positive balances of funds reflected on the account of a User are transferred to the current account of the User which the User had previously provided to the Platform Operator and from which the User has previously transferred funds to the Platform Operator by the procedure prescribed within the provisions of Clause 4 (Private Account of the User (User Cabinet));

22.2.3. In line with the procedure set forth in Clause 13 (Delivery of Notices) or by other procedure, the Platform Operator provides instructions to the lending and/or borrowing/receiving Users regarding matters relating to further performance of the Investment Documents to the extent when due performance of the relevant Investment Documents is not possible without the help of the Platform Operator or a similar intermediary.

22.3. The instructions referred to in aforementioned Clause 22.2.3 of the User Terms may, inter alia, comprise instructions given to the parties of the Investment Contract to:

22.3.1. Perform payments to be made based on Investment Documents directly to the party entitled to that payment;

22.3.2. Deliver notices related to the Investment Documents to the other party by methods other than those set forth in Clause 13 (Delivery of Notices) of the User Terms;

22.3.3. Continue performance of the Investment Documents in a manner, by the procedure and in the extent where a third party appointed by the Platform Operator performs the role and functions that the Portal Operator had previously performed;

or

22.3.4. Other relevant instructions the purpose of which is to facilitate performance of Investment Documents in circumstances where the Platform Operator terminated its operations or was declared insolvent.

22.4. The Platform Operator may, for the purposes referred in aforementioned Clause 22.3 of the User Terms, provide to the parties of Investment Documents and/or to the third person referred to in aforementioned Clause 23.3.3 of the User Terms, all relevant information about the other party or parties to the Investment Documents, including their contact and current account details, contract data, including Project Request and contact history, conditions precedent, conditions subsequent, monitoring information and other information related to the Investment Documents in the extent necessary to perform the function of the Platform Operator and to safeguard and represent the interest of the Users and, in particular, the Lenders.

### **23. FINAL PROVISIONS**

23.1. The Republic of Estonia is deemed as the place of performance of Decamel obligations arising from these User Terms.

23.2. If any of the provisions of these User Terms or any provision of any Investment Document is found to be null and void or otherwise invalid, this shall not influence the validity of the provisions of these User Terms and/or Investment Documents.

23.3. Information made available on the Platform is not intended to be delivered to or used by persons in any jurisdiction in which it is not permitted or in which its permissibility is restricted by law or other regulations.

23.4. Decamel crowdfunding services are not covered by the deposit guarantee scheme established in accordance any EU directives.

23.5. The content of the Platform is protected by copyright.

23.6. A User undertakes not to copy, download, save, reproduce, print, or otherwise process, whether in part or in full, the content of the Platform without the prior written consent of the Platform Operator. Notwithstanding the foregoing, the User may print or save the Platform content in the necessary extent if the User does so only for personal use and only to the extent reasonably necessary for the User to use the services of the Platform and/or to protect the interests of the User.

23.7. The languages used on the Platform is English and/or local languages. In case of discrepancy between the local and English texts, the text and documentation in the English language is deemed as correct.