

AGREEMENT OF USE OF THE PORTAL

THE PRESENT AGREEMENT OF USE OF THE PORTAL WWW.FINBEEVERSLUI.LT (HEREINAFTER REFERRED TO AS THE AGREEMENT OF USE) HAS BEEN CONCLUDED BETWEEN:

(1) UAB "Finansų bitė verslui", legal entity code 304175555, registered address: Šv. Ignoto g. 5, Vilnius, Lithuania (hereinafter referred to as the Operator);

and

(2) The User who has concluded the electronic Agreement of Use, confirmed to have agreed to its terms and is using the Portal (hereinafter referred to as the User);

By visiting the Portal www.finbeeverslui.lt and/or using the information and/or services contained therein, you (the User) acknowledge and confirm that you have carefully read and understood the present Agreement of Use, and that you understand it and agree to be bound by it. You also acknowledge that this Agreement of Use is in accordance with your true will, and you have entered into it while not under the influence of alcohol or other psychotropic substances, and that you have had the opportunity to use and have used the consultations of independent legal and/or financial advisers while assessing this Agreement of Use. If you do not agree with this Agreement of Use, you may not use the Portal and the Operator's Services.

This Agreement of Use governs the terms of use of the Portal, the legal relationship between the Portal Users and the Operator, as well as that between the Users.

The entire Portal, the website of the Portal and the intellectual property rights to their content belong to the Operator. The User has no right to save, copy, modify, transfer, transmit or disclose the contents of the Portal pages.

In the Portal, the Operator helps the Users to borrow from each other. The Portal acts as an intermediary between individuals who want to borrow and those who want to lend. The Portal is not a party to the Loan Agreement concluded between the Borrower and the Creditor.

User details are provided by the Users, therefore, as the company administering the website, the Operator is not responsible for the accuracy of this information, for its compliance with the reality, or for any loss, damage or other detriment that has occurred or is likely to occur due to decisions taken based on the information provided in this Portal.

The Operator does not provide the Users with a guarantee that the Loan provided will be refunded in accordance with the terms and procedure specified in the Loan Agreement. The Operator seeks to reasonably assess the credit risks and continuously develops the applicable Risk Model for the selection of Applications, but does not guarantee the quality of the Risk Model and assumes no liability for any losses incurred by the Users in the event that the Loan or any part thereof is not repaid. When providing the Loans, the Users take credit risk freely at their own discretion. Losses incurred by the Users are reimbursed by the means of Guarantees of performance of Obligations specified in the Loan Agreements (penalties for delayed payment, interests, suretyships, guarantees, mortgages, hypothecs and any other legitimate collaterals).

The titles of the sections and articles do not affect the application of the terms of the present Agreement of Use.

1. DEFINITIONS

1.1. Administration Fee shall mean a monthly administration fee specified in the Special Conditions of the Loan Agreement, and it is paid by the Borrower to the Operator for the administration the Portal in accordance with this Agreement of Use and for the administration of the Loan Agreement until full performance of obligations under the Loan Agreement.

1.2. Auction Procedure shall mean a method of conclusion of the Loan Agreement between the Portal Users, where the Loan Agreement is concluded between the applying Borrower (where the Operator has approved the Application and has initiated a specific auction) and the Creditor(s) who were quickest in submitting the best Offer under the terms of the Auction, if the Borrower accepts it.

1.3. Acceptance shall mean the Borrower's agreement with the Offer by the Creditor(s) to conclude a Loan Agreement, where the agreement is concluded under the Auction Procedure, or the agreement by the Creditor(s) with the Borrower's Offer to conclude the Loan Agreement, where the agreement is concluded under the Alternative Procedure.

1.4. Alternative Procedure shall mean a method of conclusion of the Loan Agreement, where the Loan Agreement is concluded between the applying Borrower (where the Operator has approved the Application and has initiated a specific Offer for the conclusion of the Loan Agreement) and the Creditor(s) who were quickest in submitting the Acceptance under the terms of the Alternative Procedure.

1.5. General Conditions shall mean the General Conditions of the present Loan Agreement as amended and supplemented.

1.6. Deposit Account shall mean the partner's deposit account No LT85729000000141859, opened with bank AB "Citadele".

1.7. Financing Section shall mean a section of the Portal where Auctions and lending under the Alternative Procedure takes place and where information is published on Auctions approved/ conducted by the Operator, lending under the Alternative Procedure and the concluded Loan Agreements.

1.8. Agreement of Use shall mean the present document that specifies the Portal operation conditions to be met by anyone wishing to use the Portal <https://finbeeverlui.lt/> and the Operator's services. The Agreement of Use governs the terms of use of the Portal and the legal relationship resulting from the use of the Portal by the Users as well as occurring between the Users and the Operator.

1.9. Operator shall mean UAB "Finansų bitė verslui", legal entity code 304175555, registered address: Šv. Ignoto g. 5, Vilnius, Lithuania.

1.10. Interest shall mean the annual interest rate that the Borrower undertakes to pay to the Creditor for the Loan received, but yet to be repaid. The Borrower shall specify such interest rate in the Application before the Auction.

1.11. Increased Interest shall mean the annual interest rate that the Borrower undertakes to pay to the Creditor for the Loan received, but yet to be repaid, if the Borrower infringes the Interest payment deadline; this is not considered to be a default, but reflects the increased risk borne by the Borrower. The rate of Increased Interest is equal to the interest rate on the Loan and is calculated from the total amount of the late payment (including the repayment of overdue loan instalments and overdue interest).

1.12. Partner shall mean UAB "Finansų bitė", legal entity code 304051511, registered address: Šv. Ignoto g. 5, Vilnius, Lithuania.

1.13. Portal shall mean the system maintained and administered by the Operator, located at the website address www.finbeeverlui.lt, through which the Borrower and the Creditors after proper completion of their Applications and receiving the approval from the Operator may borrow or loan money by the means of participation in the Auction or under the Alternative procedure, which results in the legal relationship of the Loan. The Operator acts as the administrator of the Portal and/or the mediator between the Users.

1.14. Application shall mean the Borrower's invitation submitted via the Portal to submit an Offer for the conclusion of the Loan Agreement, which is prepared according to the form filled-in by the Borrower via the Portal according to the written documents and the User's personal details, and which is approved electronically by the Borrower and the Operator;

1.15. Loan Agreement or Agreement shall mean an agreement concluded between the Borrower and the Creditor(s) via the Portal, based on which the Creditor(s) provide to the Borrower the Loan amount according to the contractual conditions, and the Borrower undertakes to repay the Loan received and pay Interest as well as any other associated payments (Services fees, etc.). The Users are aware that any amendments and annexes to the Agreement agreed between all the Users shall become an integral part of the Agreement and shall be binding to the Parties to the Agreement.

1.16. Borrower shall mean a profit-making natural or private legal entity registered in the Republic of Lithuania, who has properly signed and submitted the Application via the Portal or has initiated the borrowing under the Alternative Procedure, and it is approved by the Operator.

1.17. Loan or Loan Amount shall mean the amount of money lent by the Creditor(s) via the Portal to the Borrower in compliance with the application completed by the Borrower, which the Borrower undertakes to repay to the Creditor(s).

1.18. Service Fees shall mean the fees charged to the Users as specified on the Portal, including, but not limited to, the fees of conclusion of the Agreement of Use and the Administration Fees.

1.19. Right of Claim shall mean the Creditor's right of claim against the Borrower according to the Loan Agreement, the amount of which is specified in the Special Conditions with all rights attached thereto or arising from it (including, but not limited to, ancillary and independent guarantees).

1.20. Reservation Fee shall mean the fee intended to guarantee the repayment of the Loan by the Borrower, which is paid by the Borrower between the submission of the Offer by the Creditor(s) accepted by the Borrower or the submission of the Acceptance (when borrowing under the Alternative Procedure) and the payment of the Loan Amount. The Reservation Fee applies only to Loans with Guarantees of Performance of Obligations. The Reservation Fee must be paid if the guarantees are not provided for more than 10 (ten) days from the date of the Acceptance, unless otherwise agreed between the Parties.

1.21. Risk Model shall mean the credit risk assessment model used and developed by the Operator, including the statistical data, data processing algorithms and other tools used by the Operator in order to reasonably assess the credit risk, based on which the Operator selects the Applications and submits them to the Auction. The Risk Model is a non-public system, the operation of which is a commercial secret.

1.22. Offer shall mean either the Loan Agreement conclusion conditions provided by the Creditor and applicable to the Borrower, where the agreement is concluded according to the Auction Procedure, or the conditions for the required financing provided by the Borrower in order to conclude the Loan Agreement according to the Alternative Procedure.

1.23. Debt Administration Fee shall mean the fee specified in the Special Conditions and payable to the Operator by the Borrower as reimbursement for the Operator's actions in urging the Borrower to comply with its obligations under the Loan Agreement, if the Borrower fails to make timely repayments of the Loan Amount and/or other fees related to the Loan Amount.

1.24. Creditor shall mean the User who is of at least 18 years of age and is a citizen or permanent resident of a state of the European Economic Area, or who is a legal entity established in the state of the European Economic Area, which has properly registered with the Portal and has provided the Loan Offer or the Acceptance via the Portal.

1.25. Special Conditions shall mean an integral part of the Loan Agreement as well as all the terms and conditions specified in the Application, the Offer and the Acceptance, where the Loan Agreement is concluded under the Auction Procedure, or the Offer and the Acceptance, where the Loan Agreement is concluded under the Alternative Procedure.

1.26. Fee on Conclusion of the Agreement shall mean the fee payable to the Operator on conclusion of the present Agreement specified in the Special Conditions.

1.27. User shall mean a natural or legal person registered with the Portal who meets the requirements set to the Creditor and the Borrower, provided that such person has concluded the Agreement of Use, has registered with the Portal according to the conditions of such agreement and has been duly approved by the Operator.

1.28. User Self-Service System shall mean the User's personal account protected by a unique password, which allows the User to perform different actions on the Portal, i.e. to submit the Applications, the Offers and the Acceptances, to lend money, to conclude the Loan Agreements, to view the User's history, to receive messages from the Operator and to manage the personal account in other ways.

2. USER'S OBLIGATIONS

2.1. The User hereby undertakes:

2.1.1. not to commit illegal activities on the Portal (including, but not limited to, money laundering, legalisation of illegally acquired funds, etc.), and to communicate with the Operator and other Users in accordance with universally accepted moral principles;

2.1.2. to provide only correct information while registering with the Portal, when lending/ borrowing as well as when communicating with other Users of the Portal;

2.1.3. to keep the login details of the User's Self-Service System secret and not to disclose such details to third parties in any way. The User shall be liable for any loss or damage caused by the fact that the User's login details of the User Self-Service System have become known to a third party and, as a result, legal relationship have been established. The User hereby confirms that all the transactions concluded through the User Self-Service System express the true User's will and will be binding on the User under any circumstances (including, but not limited to the cases where third parties, after receipt of the required details, have unlawfully entered into transactions on behalf of the User, i.e. have lent and/or borrowed money, if the User has willingly disclosed the login data to a third person or treated such data carelessly and did not observe the generally accepted and applicable security requirements (e.g. used a computer without an updated antivirus software, etc.) while using the Internet;

2.1.4. to inform the Operator on the changes of information previously provided;

2.1.5. to inform the Operator in case of unauthorised access to the information and tools referred to in point 2.1.3. The User shall be liable for damages and losses arising from the access to information and tools specified in clause 2.1.3 by unauthorised persons, and the User understands that the unauthorised persons, having used such information, may enter into legally binding obligations on the User's behalf to be performed by the User;

2.1.6. to change the login details to the Portal if there is a threat that such details became known to the third parties;

2.1.7. not to collect any information, e-mail addresses or other personal details on the Users of the Portal, except as far as the Loan Agreement is concerned;

2.1.8. not to contact and not to attempt to contact the Users outside the Portal for the purpose of borrowing/ lending the money;

2.1.9. not to advertise and promote other businesses, products or services without written permission of the Operator;

2.1.10. not to transfer or enter data that may contain software viruses or any other codes, files or software intended to interfere with, restrict or damage the functions of the Portal or its hardware, software or communications equipment;

2.1.11. not to include in the Portal link(s) to other website(s) without written permission of the Operator;

2.1.12. not to violate the requirements applicable to the Deposit Account of the Operator;

2.1.13. to observe the procedure for prevention of money laundering and terrorist financing, as well as other legitimate requirements established by the Operator and published on the Portal;

2.2. The Operator shall be entitled to restrict the User's right in using the Portal, including the complete removal of the User from the Portal, and to take other actions that the Operator deems necessary, including, but not limited to, the suspension or non-performance of the Operator's rights and duties, if such Operator's operation or failure to act is necessary to ensure the unconditional functioning of the Portal and/or the rights and obligations of other Users.

2.3. In all cases the Operator shall be entitled to suspend the User's registration with the Portal and/or to remove the User from the Portal if:

2.3.1. the User does not fulfil its duties and/or obligations, has provided or provides incorrect, false, misleading and/or incomplete information;

2.3.2. the User's behaviour with other Users does not comply with the universally accepted moral principles;

2.3.3. there is reason to suspect that the User's activity is incompatible with the requirements of the legislation.

2.4. In all cases where the Operator has reason to believe that the User is providing incorrect information on itself and/or the User is illegally using personal data of others, the Operator shall be entitled to report this to the responsible law enforcement authorities.

3. USE OF THE PORTAL AND LENDING

3.1. Anyone wishing to use the Portal services must register. The registration is free. A registered person becomes a User of the Portal and has the right to freely lend and borrow as well as submit Offers, Applications and Acceptances. During the initial registration, the Operator creates for the User a User name and password, which must be changed immediately by the User at first login on the Portal.

3.2. The services provided by the Portal may only be used by the registered Users who have confirmed that they agree to this Agreement of Use.

3.3. Each time the User wants to perform actions on Portal, it must log in by entering a unique login name and password.

3.4. After the User electronically confirms that it accepts the terms of this Agreement of Use, such agreement is deemed to have been concluded. The Parties hereby agree that the actions performed by the User when registering with the Portal and by expressing its consent to the conditions of this Agreement of Use and the Special Conditions of the Loan Agreement (the Offer, the Application, the Acceptance) and

the General Conditions, as well as personal details specified by the User during the registration with the Portal (which are approved by the Creditor by clicking on the button "I agree" or by checking the box, the User number, the extract of the SMS, the User's transfer to the Deposit Account of the Operator by indicating a special code, e-mails from the User or the Portal, the sound recording of the telephone conversation, or the statement of the Portal on the actions by the User in the User's Self-Service System) are deemed to be the signature of the User, and such signature shall have legal force established in part 1 of article 8 of the Law on E-signatures. Similarly, the Application, the Offer and the Acceptance, which form basis for the Loan Agreement for the Loan Amount to be transferred to the Borrowers by the Creditor(s), equals to a written document approved with the User's signatures on each page.

3.5. When the User registers with the Portal, the Operator sends to the User all the relevant messages via e-mail. The User hereby accepts that the notice is deemed to be duly served within 24 hours after sending. The User undertakes to check the email address specified to the Operator every day and assumes all risks associated with failure to receive e-mails sent by the Operator on time (where there is no fault by the Operator) and failure by the User to see and/or read such e-mails for any other reason.

4. USER IDENTIFICATION AND ESTABLISHMENT OF IDENTITY

4.1. A User who wants to obtain a Loan and/or to provide a Loan must first be identified.

4.2. The Partner shall identify the Users who are natural persons.

4.3. A User who is a legal entity shall first be identified upon receipt of a statement of the bank account and by concluding an agreement during the telephone conversation and, if necessary, by physical signing. During the course of identification, the User who is a legal entity shall have to, among other things, to complete a questionnaire.

4.4. A User who confirms its identity shall be entitled to receive and/or provide a Loan and/or perform other authorised operations on the Portal.

4.5. The Operator shall be entitled to identify the User in other ways as well.

4.6. The Operator shall not be responsible in case persons who seek to use the Portal provide false information and data, operate illegally and use the identifying data of other person. The legal risk associated with such unlawful acts lies with the Users.

5. LOAN CONDITIONS AND THE APPLICATION

5.1. Loan Agreements on the Portal shall be concluded under the Auction Procedure of the Alternative Procedure.

5.2. The Auction Procedure: The User, who wishes to receive a Loan and conclude the Loan Agreement, shall submit the Application, after which the Auction is announced, if the Operator approves the Application. During such Auction, the Creditor submits an Offer approved by the Operator. After the Borrower accepts the instantaneous best Offer(s) which was submitted soonest (the Acceptance) and after the Users agree with the General Conditions, the Loan Agreement is concluded. The principal conditions are the following: the Loan Amount, the Interest, Loan repayment deadlines, the Repayment Schedule, and the Guarantees of Performance of Obligations under the Loan Agreement.

5.3. Alternative Procedure: The User, who wishes to receive a Loan and conclude the Loan Agreement, shall submit the Application and the Offer approved by the Operator. The Loan Agreement is concluded with the Creditor(s) who have accepted the Offer(s) soonest, after the Users agree with the General Conditions. The principal conditions are the following: the Loan Amount, the Interest, the Deadline, the Repayment Schedule, and the Guarantees of Performance of Obligations under the Loan Agreement.

5.4. The User, who wishes to submit the Offer, must specify the desired Loan Amount, the Interest, the purpose of the Loan and the term for which the Loan is required, as well as the User must choose the repayment schedule, indicate the proposed guarantees for repayment of the Loan, and provide all information necessary for the Operator to properly assess the User's credit risk.

5.5. The following requirements shall be applicable for the Loan Amount:

5.5.1. The amounts of the Loan via the Portal are granted and received in the currency specified in the Application. The Operator shall be entitled to decide on a currency of the Loan Amount other than that specified in the Application;

5.5.2. The Operator has the right to recommend to the Consumer the reduction of the amount of the Loan and/or to offer the Guarantees of Performance of the Loan Agreement, or the Operator may refuse the approval of the Application/ the Offer and to prevent further steps to conclude the Loan Agreement. If the User does not reduce the amount of the specified Loan Amount and/or does not propose the Guarantees of Performance of the Loan Agreement, the Operator also has the right not to approve the Application or the Offer and to prevent further steps to conclude the Loan Agreement;

5.6. The following requirements shall be applicable for the Interest:

5.6.1. When submitting the Application offers under the Auction Procedure, the Creditor(s) shall lend to such Interest as specified by the Operator within the set limits;

5.6.2. In case the Borrower fails to meet the Loan repayment deadline, for each day of delay the Borrower shall have to pay the Increased Interest. The Increased Interest shall be paid until the day of elimination of the breach of the Agreement. The Borrower undertakes to pay the Interest, the Increased Interest and the Administration Fee until full performance of all the obligations under the Loan Agreement;

5.7. The User shall be entitled to specify a desired term of repayment of the Loan, which may not be shorter and/or longer than the minimum and the maximum term for repayment of the Loan approved by the Operator during the completion of the Application.

5.8. A unique document shall be generated for the User, in which, according to the Loan Amount, the Interest and the Deadline specified by the User, the Preliminary Loan Repayment Schedule shall be drawn up with all charges to be paid by the User and other relevant information.

5.9. A User, who wants to generate the Application according to the preliminary information, must complete the form via the Portal as well as submit the following:

5.9.1. Financial statements certified by the signatures of the Manager and the Accountant of the User for the period selected by the Operator, i.e. for the previous financial year, for the last 12 months, etc.;

5.9.2. Bank account extracts for the last 12 months or different period with the consent of the Operator;

5.9.3. Consent as to the General Conditions expressed under the procedure established;

5.9.4. Consent as to the processing of personal data of the User, its managers, members of other bodies and participants expressed under the procedure established;

5.9.5. Contact details of the User (first name, last name or name, address, contact details, etc.);

5.9.6. Details on the assets intended to be pledged;

5.9.7. Details on the persons providing recommendations on the provision of the loan;

5.10. If specifically requested by the Operator, the User, who wants to generate the Application according to the preliminary information, must submit the following via the Portal:

5.10.1. Details on available assets;

5.10.2. Details on the User's shareholders and their shareholdings;

5.10.3. Other details requested by the Operator.

5.11. Upon receipt of the Application and/or the Offer, the Operator shall assess it and shall be entitled to act as follows:

5.11.1. To approve the Application and/or the Offer and transfer it to the Financing Section;

5.11.2. To contact the Borrower with the contact details specified and request for the information missing, in case the information provided by the User is inaccurate and/or where additional information is required from the Borrower;

5.11.3. At the Operator's discretion, to decide not to approve the Application and/or the Offer and not to transfer it to the Financing Section, in case the Borrower provides false, incorrect and/or incomplete information in the Application and/or Offer, or, according to the data submitted, the Borrower does not meet the criteria for the reputation and creditworthiness of the Project Owners as approved by the Operator and/or other grounds for that exist;

5.11.4. At the Operator's initiative, to generate a new Application and/or Offer (informing the User of this separately), in case the Operator decides that, according to the information provided by the Borrower, the Loan Amount and/or the Interest and/or the Deadline and/or the Guarantees of Performance of the Loan and/or the Repayment Schedule must be amended. The User shall be entitled to refuse approving the new Application and/or the Offer. In this case, the Operator shall be entitled to decide not to approve the old Application and/or the Offer and not to transfer it to the Financing Section.

5.12. After the Operator approved the Application, it is transferred to the Financing Section for a period of no more than 2 days.

5.13. After the Operator approves the Borrower's Offer, the Offer is transferred to the Financing Section for a period of no more than 2 days.

5.14. If the Application is covered by one hundred percent and faster than within the term for which the Application was transferred to the Financing Section, the Borrower has the right to accept the Offers by the Creditor(s) without waiting for the End of the Auction.

5.15. The Loan Agreement shall be deemed to be concluded only if the Offer is cover by one hundred percent.

5.16. If the Application is not covered by one hundred percent within 2 days, the Auction shall be deemed to have failed and shall not create a legal relationship between the Borrower, the Creditor(s) and the Operator.

5.17. If the Borrower's Offer is not covered by one hundred percent within 2 days, it shall be deemed that the Loan Agreement has not been concluded and the ending of this procedure has not created a legal relationship between the Borrower, the Creditor(s) and the Operator.

5.18. The Application, Offers and Acceptances by the Creditors and the Borrower shall be irrevocable and unaltered.

5.19. The Operator shall not be liable and/or in default with regard to its obligations in case of failure of the Auction and/or the Borrower's Offer is not covered by one hundred percent.

5.20. After submitting the Application to the Financing Section, the Operator shall be entitled to disclose information on the Borrower, e.g. the registration address, the business address, the areas of activity, the financial statements, the number of employees, the data on the Guarantees on Repayment of the Loan and other information reasonably required by the Borrowers to evaluate the Application in accordance with its conditions as well as to provide their Offers and/or Acceptances.

5.21. The Creditor(s) shall have the opportunity to ask the Borrower(s) questions that shall visible to all Users along with the replies. The Borrower may also disclose its personal/ company code and full name in the Portal.

5.22. At the time of submission of the Offers and/or Acceptances by the Creditor(s), each User shall have the opportunity to view the submitted Offers and/or Acceptances in real time.

5.23. During the Auction, the Creditors may submit Offers by establishing the amount of the offered Loan Amount and/or the Interest, but may not offer a different Loan Deadline than that specified by the Borrower in the Application. The part of the Loan proposed by the Creditor(s) must be at least EUR 5, and the total amount offered must equally divide by 20 (twenty) in order to obtain a healthy number. The portion of the Loan Amount proposed by the Creditor(s) may not exceed the Loan Amount set by the Borrower in a particular Auction. The Auction will be won by the Creditor(s) who, by the end of the set deadline or before the Borrower's acceptance, will be quickest in submitting their Offer at a lower Interest than other Creditors, if the Borrower is offered the total Loan Amount requested.

5.24. Where the Loan Amount is provided under the Alternative Procedure, the Creditors may submit Acceptances by establishing the amount of the offered Loan Amount, but may not offer a different Loan Deadline and/or Interest than that specified by the Borrower in the Offer. The principal portion of the Loan Amount accepted by the Creditor(s) must be at least EUR 5. The portion of the Loan Amount proposed by the Creditor(s) may not exceed the Loan Amount set by the Borrower in a particular Offer. The Loan Agreement shall be deemed to have been concluded between the Borrower and the Creditor(s) who were quickest in submitting the best Offer, if the Borrower is offered the total Loan Amount requested.

5.25. At the end of the Auction term, the Borrower shall have 48 (forty-eight) hours to accept the Offers by the Creditor(s). If during this period the Borrower does not accept the Offers by the Creditor(s), it shall be deemed that the Offers by the Creditor(s) have been rejected and the Auction has not taken place.

5.26. The Creditor can not offer to lend more than it has available funds in the Partner's Deposit Account. If during the Auction, the Creditor approves a specific amount of money to be lent to the Borrower, the corresponding amount of funds deposited in the Partner's Deposit Account is reserved for this particular Loan.

5.27. After submission of the Offer at the Auction, the Creditor electronically confirms it by clicking on the "I Accept" button. These actions are considered as an official *offer* to conclude the Loan Agreement. The Offer is irrevocable and unchangeable. The Offer is valid until it is rejected or approved by the Borrower in accordance with these Conditions or until the Auction is won by another Creditor who has offered better conditions of the Loan.

5.28. After submission of the Acceptance under the Alternative Procedure, the Creditor electronically approves it by clicking on the "I Accept" button. These actions are considered as official consent for the conclusion of the Loan Agreement (*Acceptance*). The Acceptance shall be irrevocable and unchangeable.

5.29. After signing the Offer and/or Acceptance, the Creditor cannot submit a new Offer and/or Acceptance from the reserved amount and/or transfer this amount to another account belonging to the Creditor, except when the Operator cancels the reservation.

5.30. The Operator cancels the reservation of the Creditor's funds when (i) the Auction fails to take place; (ii) the Borrower does not accept the Offers; (iii) other Creditors submit better Offers; (iv) the Borrower does not take the necessary steps to pay the Loan Amount on time; (v) the Borrower's Offer is not covered by one hundred percent within the term established; or (vi) in other cases described in the present Conditions. In such case, the User may freely dispose of the funds previously reserved in the Deposit Account.

5.31. As a manager of the Auction and/or the Financing Section, the Operator is entitled, without a prior notice, to limit the Borrower's Application and/or the Offer and/or the Creditor's Acceptance and/or the Offer.

6. CONCLUSION OF THE LOAN AGREEMENT

6.1. The Creditor wishing to submit the Offers and the Acceptances must be identified beforehand and have the necessary/ sufficient amount of funds in the Deposit Account.

6.2. The Loan Agreement is concluded under the Auction Procedure or the Alternative Procedure. The Loan Agreement is deemed to be concluded under the Auction Procedure when the Borrower accepts the Offer(s) by the Creditor(s). The Loan Agreement is deemed to be concluded under the Alternative Procedure when the Creditor(s) accept the Borrower's Offer, if the entire Offer is covered at one hundred percent.

6.3. The Operator shall record and register in chronological order all the Offers and/or Acceptances submitted by Creditors under the Auction Procedure and the Alternative Procedure. This procedure is set according to the timer of the Portal.

6.4. Under the Auction Procedure, the winners are the Creditors who, by the due date established or until the Acceptance by the Borrower, will be quickest in submitting their Offer at a lower interest than other Creditors, if the Borrower is offered the full Loan Amount. Under the Alternative Procedure, the winners are the Creditors who, by the due date established or until the moment the Borrower's Offer is covered by one hundred percent, will be quicker than other Creditors in submitting their Offer and/or Acceptance, if the Borrower is offered the full Loan Amount.

6.5. The Creditor shall not be allowed to cancel the Offer and/or Acceptance after the moment of signing.

6.6. The Auction or the Financing under the Alternative Procedure is deemed to have failed if not enough Offers and/or Acceptances is submitted to cover the entire Loan Amount requested by the Borrower within the established term.

6.7. Upon the end of the Auction and after the Borrower accepts the Offers by the Creditor(s) and/or if the financing took place under the Alternative Procedure, the Users are informed on the Auction results, and the winning Users and the Offers on which the Loan Agreements will be concluded are specified.

6.8. Upon the end of the Auction and after the Borrower accepts the Offers by the Creditor(s) and/or if the financing took place under the Alternative Procedure, the Operator shall: (i) assign a unique identification number to the Loan Agreement and send it to the Borrower's email address registered at the Operator's database; (ii) prepare a written Loan Agreement and send it to the Borrower's Manager via a courier to sign; (iii) upon receipt of the signed Agreement (provided that all evidence regarding the validity and truthfulness of the guarantees is submitted, if such guarantees are provided for in the Loan Agreement), the Operator shall assign the funds of the Creditor(s) reserved in the Deposit Account to the Borrower and, no later than the next business day after the signing of the Loan Agreement by the Borrower, the Operator shall transfer the funds to the Borrower's bank account.

6.9. The Creditor hereby confirms that, in the performance of the Loan Agreement concluded in accordance with the present Conditions, the Operator shall be entitled to assign the Borrower's funds in the Deposit Account, the amount of which corresponds to the amount stated in the Offer, to the Borrower's funds in the Deposit Account.

7. PAYMENTS ACCORDING TO THE LOAN AGREEMENT

7.1. The Borrower must repay the Loan Amount and pay the Interest and other fees according to the approved schedule of the Loan Agreement.

7.2. The Interest shall be calculated from the day of transfer of the Loan Amount to the Borrower's bank account (inclusive).

7.3. The amount payable by the Borrower consists of: the Increased Interest and the Fee on Conclusion of the Agreement payable to the Operator, the Administration Fee, the Reservation Fee, the fees on verification of individuals and/or their property data, the penalties on the breach of the Loan Agreement, the debt management fee and other payments publicly posted on the Portal.

7.4. The Borrower shall pay the Fee on Conclusion of the Agreement and the fees on verification of individuals and/or their property data (which are also specified on the Portal) on the same day that the Operator transfers the Loan Amount to the Borrower's bank account. The Operator shall debit this amount from Borrower's funds in the Deposit Account.

7.5. The Borrower shall pay the Reservation Fee (due when the property is pledged for the Loan) to the Operator's account before acceptance of the Offer.

7.6. The Borrower shall repay the Loan Amount and pay the Interest in accordance with the Loan Repayment Schedule specified in the Special Conditions, in accordance with the instructions given by the Operator in the payment notification. If the information specified in the payment notification differs from the Loan Repayment Schedule, which is located at the User's personal account, the User shall have to make payments in accordance with the Loan Repayment Schedule. At the same time, the Borrower shall pay the Interest, the Administrative Fee and other payments.

7.7. Any current payments shall be carried out by the Borrower to the Deposit Account, from which the Operator distributes funds to the Creditor(s) and the Operator. The Borrower hereby permits (instructs) the Operator to distribute funds present in the Deposit Account. This instruction is a prerequisite for this Agreement of Use and the Loan Agreement, without which the Operator would not have entered into this Agreement and would not have mediated in the conclusion of the Loan Agreement, and it is necessary for the Operator to ensure that the User duly fulfils its obligations. If the User cancels this instruction, the Operator will not have the ability to automatically deduct the Borrower's payments, which will be considered a substantial breach of the Loan Agreement and this Agreement of Use. In this case, the Operator shall be entitled to terminate the Loan Agreement at any time (including, but not limited to, when there are no overdue payments), or to demand the Borrower to pay a fine equal to the Loan Amount (which shall be considered a minimum amount of loss incurred by the Operator and the Creditor(s)) as well as to fully reimburse any excess damages (including indirect damages) of the Operator and the Creditor(s) that has not been covered by the above fine.

7.8. The Borrower must transfer the funds to the Deposit Account in such a way that the money is credited to the account no later than on the day of payment of the amounts (i.e. on the date of repayment of the Loan Amount and payment of other amounts).

7.9. In the event that the Deposit Account is lacking all or part of the funds intended for the Borrower's payment, this will mean that the Borrower has missed the payment deadline, in which case the Borrower will be liable for interest, penalty and/or other mandatory payments specified in this Agreement of Use, in the Pricing Section of the Portal and/or the Special Conditions of the Loan Agreement.

7.10. Any Interest income earned by the Creditor(s) when borrowing funds through the Portal shall be taxed and declared in accordance with the procedure established by legislation. The Operator is not and cannot be held liable for the proper fulfilment of obligations relating to the taxation of income.

7.11. Upon prior written notification to the Operator and upon receipt of confirmation of the amount due, the Borrower shall be entitled to repay the remaining Loan Amount before the agreed deadline as well as to pay the Administration Fee, other applicable taxes and interest, subject to the conditions set forth in the General Conditions.

7.12. The amounts deducted from the Borrower are distributed as follows: first, the monthly Administration Fee is covered, then – the Interest, and, lastly, the balance of the Loan Amount.

7.13. Should any third party attempt to settle on behalf of the Borrower and the Operator is unable to identify the Borrower properly, it shall be deemed that the Borrower has failed to fulfil its obligations and the Borrower shall be required to pay interest and other fees for failure to perform his financial obligations for the relevant period.

7.14. If requested by the Operator, the Borrower shall provide the Guarantees of Performance of the Loan.

7.15. The Borrower shall not be allowed to transfer its obligations to any third party without prior written consent from the Operator.

7.16. As an authorised representative of the Creditor(s), the Operator shall be entitled to terminate the Loan Agreement unilaterally and immediately as well as demand for repayment of the full amount of the Loan, the Interest, the Administration Fee and other overdue payments (fines, default interest) on the grounds provided for in the Civil Code of the Republic of Lithuania. The latter applies also if the Borrower declares an intent to not fulfil its obligations, or if the Borrower maliciously avoids payments, or in case of fraudulent behaviour by the Borrower. Under the abovementioned circumstances, the Operator may state that the Borrower has grossly violated the Loan Agreement (there is a material breach of the Agreement), and the Operator shall be entitled to terminate the Loan Agreement and take over the Rights of Claim. The Operator sends a notification to the Borrower by e-mail and by registered mail to the Borrower's e-mail and registered address specified in the Special

Conditions of the Agreement, with information on the (i) overdue payment, as well as (ii) termination of the Agreement. The notification shall be deemed to have been served in 24 (twenty-four) hours after the date of sending.

8. PAYMENT SYSTEM OF THE PORTAL

- 8.1.** The Users and the Operator shall execute all payments and settlements through the Deposit Account that holds the funds of each User. Cash funds are directly debited from one User and directly assigned to another User (for example, after a successful Auction, the funds from the Creditor(s) are assigned to the Borrower, or from the Borrower to the Creditor when repaying the funds by the Borrower). Cash funds are assigned to the Operator only if they are intended to pay for the Operator's services or under other legal basis (such as the Fee on the Conclusion of the Agreement, the fee for checking the personal details with the UAB "Creditinfo Lietuva", the Administration Fee, the fines and other payments).
- 8.2.** The Operator allocates the funds according to the actions performed by the Users on the Portal.
- 8.3.** The Operator is only mediator responsible for the technical execution (administration) of the functional instructions of the Users and the Loan Agreements concluded between the Users, and it is not liable for adoption of specific decisions.
- 8.4.** The Operator shall not be liable for the User's losses due to incorrect decisions by the User and/or incorrect information provided by the Borrower and/or in cases where the User has disclosed and/or lost its personal login details of the Portal and/or in cases where functional allocation of funds in the Deposit Account is incorrect due to system breaches as a result of a third party unrelated to the Operator.
- 8.5.** The Operator does not own the funds of the Users in the Deposit Account in any way.
- 8.6.** All the transactions carried out by the Users in the Deposit Account are recorded in the User's Portal account.
- 8.7.** The User undertakes to inform the Operator immediately on the funds transferred to the Deposit Account incorrectly or the funds mistakenly allocated within the Deposit Account.

9. DEBTS BY THE USER

- 9.1.** The Borrower must fulfil its obligations under the Loan Agreement in a timely and proper manner. In case of breach of the Loan Agreement, the Borrower shall additionally have to pay default interest specified in the General and Special Conditions of the Loan Agreement.
- 9.2.** On the late payment, the Borrower is informed by e-mail and/or SMS. Failure to notify does not relieve the Borrower of performance of its obligations in full.
- 9.3.** The Loan Agreement may be terminated by a unilateral statement by the Operator in cases specified in the General Conditions of the Loan Agreement.
- 9.4.** In case the Operator has taken over the Rights of Claim from the Creditor or is acting as a representative of the Creditors, the Operator shall be entitled to initiate debt recovery from the Borrower through debt collection companies, in which case the Borrower shall be required to reimburse the applicable recovery fee and/or to cover any other costs incurred by the Operator or the debt collection company associated with such transfer.
- 9.5.** The Operator shall not be liable for the User's failure to perform its obligations, including the payment delays from the Borrower/ the Creditor.
- 9.6.** Both the Creditor and the Borrower hereby agree and confirm that the Operator may, at its discretion: either (a) to take over the Rights of Claim of the Creditor(s) in the cases provided for in this Agreement of Use and the Loan Agreement; or (b) act as a representative of the Creditors who is responsible for the recovery under the Loan Agreement, with opportunity to use all the applicable rights arising from the Law on Crowd-Financing and/or other legislation, and, where necessary, to ensure the execution of the Loan Agreement and the recovery of the debt. To this end, the Operator is also instructed to take all the necessary steps to properly represent the interests of the Creditor(s) and administer the repayment of debt. The automatic takeover of the Rights of Claim of the Creditor(s) (with the right to transfer to a third party) takes place when the Operator sends to the Borrower a notice on termination of the Loan Agreement and automatic transfer of the Rights of Claim via the e-mail and to registered address of the Borrower specified in the database of the Portal. The automatic transfer of Rights of Claim is carried out with the delayed payment, which means that the Operator will pay to the Creditor a takeover price of the Rights of Claim equal to the funds recovered from the Borrower during the course of recovery, less the fees of the Operator specified in the Service Rates. The Borrower hereby confirms that the identity of the Creditor is not essential to the Borrower. In all cases, any associated guarantees of performance of claims (including, but not limited to, the rights of mortgage/hypothec) are transferred when the Operator takes over the Rights of Claim.
- 9.7.** The Creditor hereby confirms that the identity of the Borrower is not essential to the Creditor.
- 9.8.** After taking over the Right of Claim, the Operator shall act as a reasonable Creditor and shall make effort to recover the debt, but the Operator shall not be liable to the Creditor(s) either individually or jointly and severally with the Borrower as to the success of the debt recovery and to the extent the debt will be recovered. The Creditor hereby agrees to the latter and confirms this.
- 9.9.** The Borrower shall be entitled to apply to the Operator in writing regarding the adjustment of the payment schedule in the cases and under procedure specified in the Loan Agreement.
- 9.10.** Acting as a representative of the Creditors, the Operator shall have any rights and obligations provided for in article 6 of the Law on Crowd-Financing.

10. PRICING

- 10.1.** The fees applied by the financial institutions selected by the User for the transfer of funds between the User's bank account and the Deposit Account shall be covered by the User.
- 10.2.** The Borrower shall be subject to the fees of verification of the User, its participants, executives, and property that are currently valid according to the Service Fees of the Portal.
- 10.3.** The Borrower shall pay the fees (fines) incurred due to Borrower's delay in repayment of the Loan Amount as specified in the conditions of this Agreement of Use and Loan Agreement.
- 10.4.** All fees and charges payable by the User are indicated on the Portal under the current Service Fees. The User hereby agrees with the specified method of calculation of default interest and agrees that it will be equal to a written agreement between the User and the Operator.
- 10.5.** The Borrower shall pay the Fee on Conclusion of the Agreement to the Operator under the Service Rates valid at the time the Loan Agreement is concluded.
- 10.6.** The Borrower shall pay the Administration Fee to the Operator for each month until the expiry of the Loan Agreement (full settlement of obligations under the Loan Agreement), in accordance with the Service Rates valid during the execution of the Loan Agreement.
- 10.7.** If the day on which the Borrower has to make the Loan repayment or other payments coincides with an official holiday or a legal rest day, the working day immediately after such holiday day shall be deemed as the due date.
- 10.8.** The Borrower shall pay the Reservation Fee to the Operator according to the Service Rates valid at the time of conclusion of the Loan Agreement.

11. PERSONAL DATA

- 11.1.** By endorsing (signing) this Agreement of Use with the purpose of using the Portal and the Services by the Operator, the User hereby consents the Operator to manage his/her personal data in accordance with this Agreement of Use and the Loan Agreement. The User allows the Operator to process its personal data for the purposes and scope of the Agreement of Use and the Loan Agreement of the User, as well as on the basis and in the manner prescribed by law. If required, the Operator may request for the same consent personally by the managers and/or participants of the User. The present data processing regulations applicable to these individuals will be the same as that applicable to the Users. The Users who are natural persons shall be entitled, at any time, to revoke the consent to process their personal data, to demand for termination of the processing of personal data as well as for destruction/unavailability of the personal data collected, if the User has no valid legal relations or Agreements with the Operator or other Users, and if the Operator has no obligation save such data.
- 11.2.** The Operator shall be entitled to manage all the data of the User and/or its managers and participants, provided by the User to the Operator in rendering the User services under this Agreement of Use and the Loan Agreement of the User. The Operator shall also be entitled to search and collect information on the User from publicly available sources.
- 11.3.** The User hereby permits to the Operator to disclose the User's personal code and receive/ process its personal data and User data for the purposes of: identification, validation of data, risk assessment, conclusion of the Loan Agreement, provision/ execution/ control of financial services and other transactions, accounting (financial, accounting, statistical) of agreements and customers, prevention of financial loss, protection and defence of rights and legitimate interests of the Operator, solvency assessment, debt management, proper provision of services, etc. The User hereby permits the Operator to receive any User data that the Operator is entitled to obtain legally and/or under agreements. The Users are also aware that, for the purposes of this Article, the Operator has the right to transfer and exchange all User data with the Partner, and the User agrees to this upon signing this Agreement of Use.
- 11.4.** The Operator and the Partner, having regard to the fact that the Deposit Account belongs to the Partner, shall be entitled to manage all User data to the extent it is required in provision of services to the User under this Agreement of Use and the Loan Agreement of the User (including, but not limited to, the data that is reasonably necessary for the execution and assurance of Loan Agreements concluded on the Portal). Such data may include (including, but not limited to) the following:
- 11.4.1. User's personal data, e.g. first/ last name, date of birth, personal code, marital status, details of ID documents, etc.;
 - 11.4.2. User's contact details, e.g. residence address, e-mail address, telephone number, etc.;
 - 11.4.3. User's occupation, details on education, e.g. education, work place, job position, profession, etc.;
 - 11.4.4. Details on the User's financial situation, e.g. income, expenses, current assets, obligations, etc.;
 - 11.4.5. General information on the User, e.g. data on the proper fulfilment of commitments, periodicity of contributions, number of visits on the Portal, participation on the Portal forum, involvement in the activities of the Portal, etc.
 - 11.4.6. User's personal data on social networks to the extent that the User gives its consent via the social networks (Facebook, Twitter, LinkedIn, etc.);
- 11.5.** The Operator shall manage and use the User's data in order to assess whether the User can assume new obligations and properly execute them, which helps to minimise the possibility of non-repaid Loans. The data is also used to enable the Operator to properly provide the Portal services to the Users as well as to supervise the performance of the Loan Agreements.
- 11.6.** The Operator shall be entitled to use anonymised User data for analysing data in various statistical sections in order to perform statistical and financial analyses, to improve the quality of services, to reduce risks, etc. The Operator shall have the right to publicly disclose the anonymised statistical analyses of such data, use them for marketing and other purposes.

11.7. The User hereby consents to the Operator to disclose the User data (where it is impossible to refrain from such disclosure and it is reasonably necessary):

11.7.1. to the service providers of the Operator who, due to the nature of services they render, must obtain the User's data (accounting companies, IT service providers, lawyers, courts, bailiffs, debt collection companies, database managers, etc.);

11.7.2. where the Operator is obligated to do so due to valid legislation.

11.8. The Operator shall have the right to use the contact details provided by the User to communicate with the User on the updating of information and/or other necessary matters, as well as when offering the User new services, i.e. for direct marketing purposes. The User has the opportunity to inform the Operator that it does not consent the processing of its data for direct marketing purposes. The Operator shall have the right to transfer the User's telephone number, first name, last name, data on the amount of the Loan and data on the available assets to the Operator's Partners who may contact the User and suggest an alternative Loan offer to the User.

11.9. The Operator shall be entitled to record the data that the Operator additionally obtains from communication with the User (mail, telephone, e-mail, etc.).

11.10. After the termination of the Agreement of Use, the Operator shall process the User data for 10 years.

11.11. The User guarantees that all the data provided to the Operator while using the Portal services are correct.

11.12. Should the User provide false information, it shall be liable for any damages incurred by the Operator and/or other Users because of such damage (including, but not limited to, cases where other Users conclude the agreement with the User who has provided such false information, based on the assumption that such information is accurate).

11.13. The User must inform the Operator in writing at least 5 calendar days in advance on the following:

11.13.1. Any changes in personal data, especially the contact details;

11.13.2. Sudden deterioration of the economic situation and any circumstance that impairs or may possibly impair the solvency of the Borrower;

11.13.3. Use of the Loan Amount for a purpose other than that specified in the Application;

11.13.4. Any circumstance which complicates or may complicate the Borrower's abilities to properly perform its obligations as well as any circumstance that worsens or may worsen the Borrower's financial position in the future (for example, new debt obligations (new loan agreements, leasing, etc.));

11.13.5. Any arbitration, judicial and/or proceedings (enforcement, etc.) initiated by or against the Borrower, if this could impair the Borrower's material and/or financial position.

11.14. Failure to notify about the circumstances described in Clause 11.13 of the Agreement of Use is considered a material breach of this Agreement of Use. The Operator, having learned that the circumstances specified in Clause 11.13 of the Agreement of Use exist and the User has not notified them, is entitled to take appropriate action, including, but not limited to, termination of the Loan Agreement, suspension of the User's activity on the Portal and/or removal of the User from the Portal, etc.

11.15. The User agrees that the anonymised information on it is disclosed on the Portal during the Auction when it completes and validates the Application.

11.16. The Borrower undertakes to provide other information required by the Operator necessary to determine the Borrower's financial position and/or to determine the value of the guarantee and/or to perform the Operator's functions;

11.17. The User is aware of the following:

11.17.1. In the cases and in the manner prescribed by laws, the Operator shall have the right to receive personal data of the User from the Third Persons for which the User has failed to fulfil its financial or material obligations, as well as to obtain data from the managers of the joint debtor data files;

11.17.2. Should the Borrower fail to perform its obligations under the Loan Agreement for at least 35 days, the Operator shall be entitled, after informing the Borrower, to transfer the personal data of the Borrower to the UAB "Creditinfo Lietuva", legal entity code 111689163, other managers of joint debtor data files and any other third parties with a legitimate interest;

11.17.3. The Operator receives the User details after its registration, identification, submission of the Applications and the Offer, during investment, discussions, and during the entire presence of the User on the Portal.

11.18. The Operator is registered with the State Data Protection Inspectorate, and information on processed data can be found at www.ada.lt.

11.19. The User is aware and understands that the Loan Agreement is concluded between the Borrower(s) and the Creditor(s). Under this provision, the Creditor(s) will be able to see the Borrower(s) name(s) and legal entity code(s), and the Borrower(s) will be able to see the names of the Creditor(s) and/or codes of the natural legal person. The User hereby agrees and does not object that these details are publicly available to the parties of the Loan Agreement.

11.20. The User undertakes not to disclose to any third person any information obtained during execution of the Loan Agreement, including, but not limited to, information on another party to the Loan Agreement (first name, last name, personal code, the Loan Amount, the Interest rate, the Loan deadline, the amount of money transferred by the particular Creditor, the breaches of the Loan Agreement, the Loan Repayment Schedule, the ongoing enforcement of recovery of the loan, etc. The person who breached this confidentiality obligation will have to pay to the injured party a penalty of 10 (ten) percent on the amount of the Loan as well as to the Operator a penalty of 10 (ten) percent on the amount of the Loan (which is considered by the Parties as the minimum losses of the Operator and the Creditor(s)), including the reimbursement of all direct and indirect damages, if they are not covered by the fines.

11.21. Neither the Creditor nor the Borrower shall be entitled to use the information specified in Clauses 11.15 and 11.18 to satisfy their own needs, including, but not limited to, in order to delay the payment of a part of the Loan or to achieve early repayment thereof, to offer other services, etc.

12. OPERATOR'S INSOLVENCY/ RESTRUCTURING

12.1. Upon initiation of the Operator's bankruptcy/ restructuring proceedings, all Auctions shall be terminated and no new Loan Agreements shall be concluded.

12.2. The bankruptcy/ restructuring administrator or other authorised person is provided with all information related to the Operator's activities in order to properly execute the existing Loan Agreements, ensure the continuity of existing recoveries and other activities necessary to ensure normal legal relations.

12.3. The Operator's bankruptcy/ restructuring shall not affect the Loan Agreements concluded by the Users, which will remain valid. Recoveries with regard to the obligations of the Operator cannot be directed towards Loans and Consumer Funds.

13. OPERATOR'S DISCLAIMER

13.1. The Operator shall not be responsible for the following:

13.1.1. The accuracy and truthfulness of data provided by the User to the Operator and other Users;

13.1.2. The unlawful conduct by the User and/or violations of the Agreement of Use, and improper fulfilment of obligations and duties under the Loan Agreement;

13.1.3. The validity and legality of the Loan Agreements and other contacts concluded on the Portal;

13.1.4. The direct/ indirect losses of the Users, resulting from the force majeure as well as the actions by third parties, or malfunctions of communication, electronic data exchange and payment systems, or other circumstances beyond the Operator's control;

13.1.5. The contents of the Portal and information entered in the Portal by the User.

13.2. The Users conclude the Loan Agreement on the Portal directly with other Users, at their free will and their own risk associated with the Loans. The Users themselves are the parties to each of the contracts made through the Portal.

13.3. The Operator is a party to the Loan Agreement in accordance with its terms, i.e. the Operator is not responsible for lending and repayment of loans, but is authorised to carry out the specific functions specified in the Loan Agreement and the present Agreement of Use.

13.4. The Users use the model agreements offered by Portal at their own risk and responsibility, and must notify the Operator if they notice any inaccuracies and discrepancies.

13.5. The Operator shall not be liable for any obligations that may arise for the Borrower and/or the Creditor under the applicable law, when concluding and/or executing the Loan Agreements through the Portal.

14. TRANSFER OF THE RIGHTS OF CLAIM

14.1. The User shall be entitled to transfer (sell) its Right of Claim through the Portal to other User according to the procedure set out in this section. The User is free to dispose of its Right of Claim towards the Borrower(s) acquired under the Loan Agreement.

14.2. In order to transfer the Right of Claim, the User must indicate in the system the Right of Claim to be transferred and confirm the Offer for transfer of the Right of Claim.

14.3. The User shall have the right to transfer the Right of Claim at a higher or lower price than the value of the Right of Claim. This amount will be considered as the price that one User has to pay to another for the transferred Right of Claim.

14.4. The Offer by the User to transfer the Right of Claim shall be considered a public and binding Offer to transfer the Right of Claim from the moment of approval, and other Users may accept such Offer.

14.5. During the transfer of the Right of Claim, the Users shall have the right to access the (possibly anonymised) information on the Borrower as specified in clause 5.16 of this Agreement of Use.

14.6. The User shall have the right to acquire the Rights of the Claim only for available (non-reserved) funds present in the Deposit Account.

14.7. In order to purchase the Right of Claim, the User must select the desired Right of Claim from the list on the Portal and click on the confirmation. After, the User will have to approve the terms of the Acceptance, thus becoming the owner of the Right of Claim.

14.8. The concluded agreement on the transfer of the Right of Claim is executed by deducting the funds of the User who purchases the Right of Claim in the Deposit Account and by assigning the funds to the User who is selling the Right of Claim in the Deposit Account.

14.9. From the date of performance of the agreement on transfer of the Right of Claim, the Portal will show the changed owner of the Right of Claim, who will be entitled to any amounts payable under the Loan Agreement and any other rights according to the acquired Right of Claim.

14.10. The User who acquires the Right of Claim becomes a party to the legal relationship with the Operator and the Borrower to the same extent as the User who has transferred the Right of Claim, and such new owner acquires all rights and obligations held by the User who has transferred the Right of Claim.

14.11. In the event that the Right of Claim is secured by a hypothec or other Guarantee of Performance of Obligations, at the time of the transfer of the Right of Claim, the User who transfers the Right of Claim also transfers the existing Guarantees of Performance of Obligations

to the User who acquires the Right of Claim. All expenses related to the documentation of changes to the acquired Right of Claim are covered at the expense of the User.

14.12. The Borrower hereby allows the Creditor to transfer the Right of Claim with regard to the Borrower under the Loan Agreement to another User without prior consent and information (article 6.109 of the CC). In the event of the transfer of the Right of Claim, the Operator informs the Borrower by e-mail specified in the database of the Portal and/or by a notification via the User Self-Service System of the Portal on the change of the Borrower's Creditor, which will be considered as an appropriate notification of the transfer of the Right of Claim in accordance with Article 6.109 of the Criminal Code of the Republic of Lithuania.

14.13. The Operator shall be entitled to prevent the Users from transferring their Rights of Claim towards the Borrower(s), if the Borrower(s) fails to properly meet its obligations under the Loan Agreement.

14.14. After the Operator overtakes the Right of Claim towards the Borrower(s) because the Borrower(s) fails to properly fulfil its obligations under the Loan Agreement, the User can no longer dispose of its Right of Claim.

15. AUTOMATIC INVESTMENT TOOL

15.1. The automatic investment tool is a method for the Creditor to pre-determine the advance investment parameters and to participate in the Auctions based on its prior determination, to automatically respond to the Applications and submit its Offers. The User can change the parameters of the automatic investment tool.

15.2. The Offer by the Creditor submitted by automatic investment tool is equivalent to the Offer submitted by the User personally, and it creates the same rights and obligations described in this Agreement of Use.

15.3. The Users use this automatic investment tool at their own risk and responsibility, including the selection of parameters, the credit risk of the Borrower(s) receiving the Loans, as well as possible default by the Borrower(s).

16. FINAL PROVISIONS

16.1. The Operator has the right to unilaterally change this Agreement of Use and report this on the Portal. This revision of the Agreement of Use enters into force on the day it is published on the Portal and applies to all Users who, after the entry into force of the amendments, use the Portal, and to all transactions concluded through the Portal after the changes enter into force.

16.2. The User has the right to disagree with the changes to the Agreement of Use implemented unilaterally by the Operator by terminating this Agreement and its activities in the Portal. Such termination shall not affect its rights and obligations under the Loan Agreement(s) concluded through the Portal prior to the termination of the Agreement Use.

16.3. The User may terminate this Agreement of Use at any time when the obligations and liabilities arising from the Loan Agreements concluded via Portal with respect to the other Users and the Operator are fully fulfilled, and the User does not intend to continue using the Portal.

16.4. The Operator may terminate the Agreement of Use with the User at any time if the User substantially violates this Agreement of Use and/or in other cases, if such termination is necessary (without the fault of the User). In this case, the Operator may restrict the User's access to the Portal. The termination of the Agreement of Use specified in this clause shall be communicated to the User via the e-mail provided at the User Self-Service System.

16.5. The Agreement of Use shall come into force from the moment the User confirms it electronically by clicking on the corresponding button of the Portal, and it shall be valid with all amendments and supplements until full performance of the User's rights and obligations under the Loan Agreement and/or during the entire term of use of the Portal by the User.

16.6. This Agreement shall be governed by the law of the Republic of Lithuania. The Loan Agreements are governed by the law of the Republic of Lithuania, unless the parties agree on the application of the law of another state.

16.7. Any disputes between the User and the Operator shall be settled by negotiation. In the absence of consensus, the dispute shall be settled by the competent court in Vilnius.

16.8. The Parties hereby agree that the Operator shall be the party to this Agreement of Use and the Loan Agreement not as a party to the loan obligation, but as an entity who carries out the administration of the Portal and/or the Loan Agreement.

This revision of the Agreement of Use has been published on 13 February 2017.