

GENERAL SERVICE AGREEMENT OF UAB ELEKTRONINIŲ PINIGŲ BITĖ

GENERAL PART

1.1. This General Agreement for the Provision of Services by UAB Elektroninių pinigų bitė (hereinafter referred to as the **Agreement**) is concluded between UAB Elektroninių pinigų bitė (hereinafter - **EPB**) and the Clients (or Users, as defined below) who use the services provided by EPB to allow and redeem electronic money, execute payment transactions and other related transactions from / to an electronic money account managed by the EPB.

PAYMENT SERVICE PROVIDER

2.1. Payment service provider - UAB Elektroninių pinigų bitė, legal entity code 304473256, registered office address Vilniaus st. 4-10, Vilnius, LT-01102, operating in accordance with the Bank of Lithuania Regulations 2021. June 3. issued by electronic money institutions [license](#) No. 87, performing activities through the intermediary of an electronic money institution UAB Finansų bitė, legal entity code 304051511, registered office address Vilnius st. 4-10, Vilnius, LT-01102.

2.2. E-mail address where the payment service provider can be contacted: Privat customers privatiems@finbee.lt; Business customers verslui@finbee.lt; Investors investuok@finbee.lt.

2.3. The activities of the EPB are supervised by the Bank of Lithuania.

DEFINITIONS

3.1. **Deposit account** - customer account No. LT967290099016897761, owned by UAB Elektroninių pinigų bitė, legal entity code 304473256, registered office address Vilniaus st. 4-10, Vilnius, Republic of Lithuania, LT-01102, operating in accordance with the Bank of Lithuania Regulations 2021. June 3. issued by electronic money institutions [license](#) No. 87, Lithuanian branch of AS „Citadele banka“, legal entity code 304940934, address Upės st. 21-1, Vilnius, LT-08128, Republic of Lithuania.

3.2. **Electronic money** - monetary value issued by the EPB upon receipt of funds from Consumers, expressed as a requirement to its issuer and having the following characteristics: (i) is stored on electronic media; (ii) intended for the execution of payment transactions; (iii) accepted by persons who are not issuers of those electronic money.

3.3. **Electronic Money Account** - a virtual medium in the User's self-service system where the Customer's Electronic Money is stored.

3.4. **Customer or User** - a member of the Portal (natural or legal person) who has agreed to the User Agreement, registered on the Portal in accordance with its terms, performed the Customer's identification and is approved by the respective Organizer accordingly.

3.5. **Payment order** means an **instruction** by a payer to the EPB to execute a payment transaction.

3.6. **Payment transaction** - a payment, transfer or withdrawal of funds initiated by the Customer.

3.7. **Payment Transaction Authorization** - the Customer's consent to execute a Payment Transaction.

3.8. **Payment Services** - EPB payment services provided to consumers as defined in the Payments Act.

3.9. **Payment instrument** - certain procedures agreed between the Customer and EPB and which are linked to the Customer's Electronic Money Account. The Payment Instrument is used by the Customer to initiate a payment order (ie to instruct the EPB to execute a Payment Transaction).

3.10. **User Agreement** - a document that specifies the terms and conditions of the Portal, with which a natural or legal person wishing to use the Portal <https://www.finbee.lt/> and the services of the Organizer must agree.

3.11. **Organizer** - depending on the case: (i) UAB Finansų bitė, legal entity code 304051511, registered office address Vilniaus st. 4-10, Vilnius, LT-01102, acting as a peer to peer lending platform operator; (ii) UAB Finansų bitė verslui, legal

entity code 304175555, registered office address Vilniaus str. 4-10, Vilnius, LT-01102, acting as the operator of the crowdfunding platform.

3.12. **Portal** - a system maintained and administered by the Organizer, placed at www.finbee.lt, with the help of which Users can borrow or lend money by participating in auctions. The Organizer carries out its activities as an administrator of the Portal.

3.13. **Loan Agreement** - a **loan agreement concluded** through the Portal between the Borrower and the Lenders (in case of mutual lending) or between the Borrower and the Lender.

3.14. **Service Fees** - **Fees** applied to the Clients as defined in the Agreement and the Portal.

3.15. **The Agreement** is this general agreement for the provision of services by UAB Elektroninių bitė, including the EPB Privacy Notice. This Agreement is also the Electronic Money Account Agreement.

3.16. **Party** - Customer and / or EPB.

3.17. **Unique identifier** - a combination of letters, numbers or symbols provided by the EPB to the Customer and by which the Customer participating in the Payment Transaction is uniquely identified and / or his / her Electronic Money Account is used in the Payment Transaction.

3.18. **User's self-service system** - the Client's individual account, protected by a unique password (created by the Client from a combination of relevant numbers and symbols), for the Client to perform various actions on the Portal, ie submit Applications and Offers, lend money, conclude Loan Agreements, see the User's action history, receive Organizer's announcements, etc. ways to manage your account, manage your Electronic Money account.

3.19. Other terms used in this Agreement have the meanings ascribed to them in the applicable User Agreement.

Fees for SERVICES

4.1. The fees and terms of EPB services are published on [the Portal](#).

4.2. Payment transactions between Customers are free of charge.

4.3. Banking fees may apply when purchasing or redeeming Electronic Money.

4.4. EPB reserves the right to set fees for opening and maintaining an Electronic Money Account, informing the Borrowers and Lenders about the setting and / or change of these fees in accordance with the procedure established in this Agreement.

4.5. In cases where EPB reduces the service fees specified in the Portal, they shall apply to the Customer immediately upon publication, regardless of whether the Customer has been informed about it.

4.6. EPB shall deduct the fees for the services in the manner and in the currency specified in the information on applicable fees published on the Portal.

4.7. By signing this Agreement, the Customer confirms that he has read all the relevant and applicable EPB Service Fees and Terms.

PAYMENT INSTRUMENT AND CONSUMER SELF - SERVICE SYSTEM

5.1. The User's self-service system and the Payment Instrument are associated with a Unique Identifier, which is assigned to a specific Customer upon registration on the Portal.

5.2. All and any actions that the EPB System has assigned to a particular Unique Identifier shall be deemed to have been performed (refrained from) by a particular User to whom the relevant Unique Identifier has been assigned, unless the User needs to perform an additional action in the User's self-service system to the operation is authorized.

5.3. EPB has the right to prepare a new Payment Instrument after the expiry of this validity period and (or) in case of objective circumstances due to which the Customer cannot use the existing Payment Instrument previously granted to him. EPB must notify the Client about the time or place of delivery of the new instrument and / or the time of its generation and / or the method of presentation to the Client.

5.4. The Customer has the right and obligation, if he / she becomes aware that the security of the User's self-service system and (or) Payment Instrument is threatened, to request to block them. The Client may do so by submitting a request to the contacts specified in the Agreement or the Portal and in accordance with the procedure specified therein. Upon receipt of such a request, EPB shall immediately block the User's self-service system and / or the Payment Instrument and inform the Customer about the actions taken.

5.5. If the Customer does not use the Payment Instrument for more than 12 (twelve) consecutive months, EPB has the right to cancel such instrument and close the Electronic Money Account or start applying the appropriate fee for maintaining the Electronic Money Account, informing the Customer thereof in advance.

5.6. The Customer is not entitled to use an invalid or canceled Payment Instrument.

5.7. If the circumstances due to which the User's self-service system and / or Payment Instrument have been blocked disappear, the EPB shall, on its own initiative but informing the Customer or upon the Customer's request, cancel the blocking of the User's self-service system and / or Payment Instrument within a reasonable time.

START OF PAYMENT SERVICES. PORTAL REGISTRATION

6.1. Payment services are provided to the Customer when he registers on the Portal, as specified in the User Agreement, and duly performs personal identification procedures.

6.2. EPB identifies Customers by applying one of the following Customer identification tools on a case-by-case basis:

6.2.1. applying Article 13 of the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania, the envisaged measure and the third party, the Organizer, in accordance with the internal procedures and measures approved by the Organizer in establishing the identity of the Clients;

6.2.2. physically by courier or upon the Borrower's arrival at the Organizer's premises;

6.2.3. by means of remote identification using: (i) a qualified e-mail signature; or (ii) electronic means allowing direct transmission of the image / photograph.

6.3. The Customer has the right to start using the EPB services after he: (i) has read and agreed to the User Agreement; (ii) has read and agreed to this Agreement, (iii) has been properly identified as defined in the User Agreement and this Agreement, (iv) has submitted a duly completed Customer Identification Form and has been approved by EPB.

6.4. The Client confirms that he / she provided the correct data about himself / herself during the registration and that he / she will provide only the correct data about himself / herself later when changing or filling in the data about himself / herself in the User's self-service system or in other ways provided by EPB. Any losses incurred or caused by EPB due to incorrect submission of the Customer's data shall be borne by the Customer.

6.5. EPB has the right to refuse to start a business relationship with a new Client if it would violate the rights and legitimate interests of other persons and (or) the legal norms of the Republic of Lithuania.

6.6. This Agreement shall enter into force with the Customer's consent and shall be valid indefinitely. The Agreement may be terminated in the cases provided for therein and in the legal acts of the Republic of Lithuania.

6.7. The Electronic Money Account Agreement may be terminated by a unilateral decision of the EPC and the Electronic Money Account closed if no operations have been performed on the Customer's Electronic Money Account for more than 12 (twelve) months and there is no Electronic Money in the Account or the Customer does not express a wish to redeem the funds.

6.8. Termination of the Agreement is the basis for closing the Electronic Money Account. Upon termination of this Agreement and closing of the Electronic Money Account, the Customer loses the right to use the services provided by the Organizer.

TERMS AND CONDITIONS FOR ISSUING AND REDEMPTING ELECTRONIC MONEY

7.1. The Customer has the right to keep Electronic Money in the Electronic Money Account, which he may purchase from the EPB or receive from other Customers.

7.2. The Client's money in the Electronic Money Account is considered to be Electronic Money issued by the EPB after the Client has transferred the money to the Deposit Account. Upon the Customer's transfer of money to the Deposit Account, the EPB, upon receipt of this money, shall credit it to the Customer's Electronic Money Account, thus issuing the Electronic Money at the nominal monetary value. This Electronic Money is attributed to the Customer and is held in the Customer's Electronic Money Account.

7.3. In order to deposit money into his / her Electronic Money Account, the Customer logs in to the User's self-service system and deposits the desired amount of money by selecting the "Deposit / Withdraw funds" function, which provides deposit instructions for each deposit method. Payment instructions and the data contained in them are (may be) considered as Unique Identifiers that are necessary for the correct execution of the payment transaction.

7.4. The nominal value of the Electronic Money coincides with the value of the amount of money deposited in the Deposit Account, after deducting the fees for opening and / or maintaining the Electronic Money Account (if the Customer has been informed in advance about the application of such fees).

7.5. The Electronic Money held in the Electronic Money Account is not a deposit and the EPB shall in no case pay interest or provide any other benefit related to the length of the period during which the Customer holds the Electronic Money in the Electronic Money Account.

7.6. Electronic money held in the Electronic Money Account must be redeemed at its nominal monetary value at any time upon the User's request.

7.7. There is no additional charge for redeeming Electronic Money. In case of redemption of Electronic Money, the Customer shall pay the fees for opening and / or maintaining the Electronic Money Account, if such fees have been established and the Customer has been informed about them in accordance with the procedure established in this Agreement.

7.8. The Customer expresses his / her wish regarding the redemption of Electronic Money by forming a Payment Order to transfer Electronic Money from his / her Electronic Money Account only to the bank account specified by the Customer and opened in his / her name. The EPB has the right to apply restrictions on the redemption of Electronic Money if such Redemption of Electronic Money would harm the interests of other persons or applicable law.

7.9. No additional conditions for the redemption of Electronic Money other than those provided for in this Agreement shall apply. The amount of Redeemable Electronic Money is chosen by the Customer, except in cases when EPB has the right to apply restrictions on redemption of electronic money.

7.10. If the Customer terminates the Electronic Money Account Agreement and applies for closing of the Electronic Money Account and cancellation of the User's self-service system, or if EPB terminates the provision of services to the Customer and cancels the User's self-service system, the money in the Customer's Electronic Money Account shall be transferred to the bank account opened in the Customer's name. . EPB has the right to deduct from such refunds the amounts due to EPB and the Organizer under the Loan Agreement. In the event of a dispute between the Client and the EPB and / or the Organizer, the EPB has the right to withhold the money in dispute until the dispute is resolved.

7.11. If EPB fails to return the money to the Client for reasons beyond EPB's control, the Client shall be notified immediately. In this case, the Customer must immediately indicate another bank account opened in his name or provide additional information necessary for the refund (payment).

7.12. The electronic money account is managed using the Payment Instrument and / or the User's self-service system, and (or) in other ways agreed by the Parties. Depending on the possibilities provided by the EPC, the User has the possibility to manage the Electronic Money Account in all the above-mentioned ways or only in some of them.

7.13. The electronic money account is managed only in euros.

7.14. All Payment Transactions from / to the Electronic Money Account shall be performed in accordance with the Procedure for Execution of Payment Transactions established in Part 8 of the Agreement.

USE OF ELECTRONIC MONEY ACCOUNT

8.1. The Customer may manage the Electronic Money Account by logging in to the User's self-service system on the Portal.

8.2. The electronic money account is used only for payment transfers made under the Loan Agreements concluded on the Portal to another Customer.

8.3. The Client must immediately notify the EPB if he notices that money not belonging to him has been transferred to his Electronic Money Account. The customer has no right to dispose of erroneously transferred money that does not belong to him. If the money has been credited to the Client's Electronic Money Account in error or in other cases without a legal basis, EPB has the right and the Client gives irrevocable consent to debit the money from his Electronic Money Account in such cases without the Client's instruction. If there is not enough money in the Customer's Electronic Money Account to debit the amounts erroneously credited, the User unconditionally undertakes to return the erroneously credited money to the EPB account within 3 (three) working days from the date of receipt of the EPB request.

8.4. The Customer may manage the electronic money account:

8.4.1. connected to the User's self-service system on the Portal online;

8.4.2. other means specified by EPB, after the Client has approved the conditions of use of such means.

8.5. Execution of payment orders from the Electronic Money Account after logging in to the User's self-service system on the Portal:

8.5.1. In order to execute a Payment Transaction to another Customer (Borrower), the Customer (Lender / Lender) must submit a Payment Order - Offer to the Loan Agreement in accordance with the terms of the respective Usage Agreement, thus confirming its consent to the Payment Order execution. A Payment Order shall be deemed received when the Borrower accepts the submitted Offers;

8.5.2. Submission of a Payment Order for Execution in the User's self-service system is the Customer's consent to perform a Payment Transaction and cannot be revoked;

8.5.3. The payment instruction is executed during the 3 (three) working days as after the loan agreement and other conditions contained in the Terms of Use Agreement and the fulfillment of the General Conditions , unless the operation is stopped payment of the applicable legislation or in cases prescribed by the Treaty.

8.6. The Customer must ensure that his / her Electronic Money Account contains a sufficient amount of money required for the execution of the Customer's Payment Order. If there is not enough money in the Customer's Electronic Money Account to execute the Payment Transfer, the Payment Transfer will not be executed.

8.7. EPB has the right to record and store any Payment Orders and to record and store information on all Payment Transactions executed by the Customer or executed in accordance with the Customer's Payment Order in accordance with the procedure and terms established by legal acts. The records mentioned in this Clause may be provided by the EPC to the Customer and / or to those who have a legal basis for obtaining such data to third parties as evidence confirming the submitted Payment Orders and / or executed Payment Transactions.

8.8. Payment Orders submitted by the Customer must be formulated clearly, unambiguously, must be executed, and the Customer's will must be clearly expressed in them. EPB shall not be liable for errors, discrepancies, repetitions and / or

contradictions contained in the Payment Orders submitted by the Customer. If the submitted Payment Order of the Customer does not contain sufficient data or there are other deficiencies, the EPB may, depending on the nature of the deficiencies in the Payment Order, either refuse to execute such Payment Order or execute it according to the data contained in the Payment Order.

8.9. EPB, if it refuses to execute the Payment Order submitted by the Customer, shall immediately notify the Customer thereof or provide access to such notification, unless such notification is technically impossible or prohibited by applicable legislation.

8.10. EPB shall not accept or execute the Customer's Payment Orders to perform operations on the Customer's Electronic Money Account if the money in it is seized or the Customer's right to dispose of money is restricted in another lawful manner, as well as when operations performed by EPB are suspended.

SUBMISSION AND WITHDRAWAL OF CONSENT. CANCELLATION OF A PAYMENT ORDER

9.1. A payment transaction is only considered authorized when the payer gives his consent. Consent to payment given to the Organizer shall be deemed to have been given to EPB itself. The Client (Lender / Lendee) gives its consent to EPB by submitting an Offer in accordance with the terms and conditions of the respective User Agreement in the manner specified therein.

9.2. The Customer has no right to revoke the given consent to execute the Payment Transaction executed under the Loan Agreement.

9.3. A payment order cannot be revoked after it has been received by the EPO. EPB has the right not to execute the Payment Order (cancel it) when the Borrower does not accept the Offers.

9.4. A payment order may be revoked only with the agreement of the payment service user and the EPC accordingly. In the event that the parties agree to cancel the Payment Services, the EPC reserves the right to charge a fee for the cancellation of the Payment Order.

RESPONSIBILITY OF THE PARTIES

10.1. Each Party shall be liable for all fines, penalties, losses incurred by the other Party for the breach of the Agreement by the guilty Party. The guilty Party undertakes to compensate the injured Party for the direct losses incurred as a result of such liability. The liability of the EPB under the contract shall in all cases be limited in accordance with the following provisions:

10.1.1. The EPB shall be liable only for direct damages resulting from a direct and substantial breach of the contract by the EPB and only for those which the EPB could reasonably have foreseen at the time of the breach of the contract;

10.1.2. In all cases, EPB will not be liable for the Client's lost profits and income, loss of reputation, loss or collapse of business, indirect losses;

10.1.3. EPB will not be liable for any additional costs incurred by the Customer or indirect losses incurred (loss of income, profit, etc.) related to the non-executed or improperly executed Payment Transaction.

10.1.4. EPB shall not be liable for non-performance of contractual obligations under this Agreement or for damage caused in the performance of the duties and actions set forth in Article 16 of the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania.

10.2. Limitations on the liability of the EPB will not apply if such limitations are prohibited by applicable law.

10.3. The EPB does not undertake to ensure the uninterrupted operation of the EPB system, as the operation of the EPB system may be affected by factors beyond the control of the EPB. The EPB undertakes to make all reasonable efforts to ensure the smoothest possible operation of the EPB system, but in all cases the EPB shall not be liable for the consequences of any malfunctioning of the EPB system.

10.4. Cases where the EPB will temporarily (for a maximum of 24 (twenty four hours))) limit the connection to the User's self-service system due to failures requiring repairs, upgrades and other similar cases will not be considered a malfunction of the EPB system, and if the EPB informs the Client at least 24 (twenty four) hours in advance of the planned works of the mentioned type.

10.5. The EPB will not be liable for the consequences:

10.5.1. arising from the lawful termination of the Agreement by the EPB, termination of the User's self-service system or restriction of access to it, as well as restriction (termination) of the provision of part of the services;

10.5.2. arising from any failure of the EPB to fulfill its obligations as a result of a third party beyond the control of the EPC and cannot foresee the consequences of the acts and / or omissions of such third party;

10.5.3. in other cases provided for in the Agreement and / or legal acts.

10.6. The Client is fully responsible for the correctness of the data and instructions provided by EPB and when filling in the documents in the User's self-service system. The Customer shall be fully liable for all losses incurred by the EPB due to incorrect information provided by the Customer to the EPB, invalid documents submitted, incorrect Payment Instructions and (or) due to non-fulfillment of other obligations provided for in this Agreement.

10.7. The Client is prohibited from using or using identification means to perform or allow third parties to perform any actions aimed at changing, disrupting or otherwise influencing the provision (operation) of EPB services. In the event of such changes or attempts to change, the EPB shall be released from any liability or obligation under this Agreement.

10.8. If the Customer denies having authorized the Payment Transaction that has been executed, or claims that the Payment Transaction has been executed, has the burden of proving that the Payment Transaction has been authenticated, properly recorded, accounted for and not affected by technical or other malfunctions.

10.9. The customer is a consumer, he may have regarding unauthorized payment transactions occurring up to 50 eur (fifty eur) loss in size, if they suffer from: (i) a lost or stolen payment instrument; or (ii) misappropriation of the Payment Instrument.

10.10. If the Customer is not a consumer, the Customer shall bear all losses incurred due to the reasons specified in Clause 10.9.

10.11. The Customer shall be liable for all losses incurred due to unauthorized Payment Transactions if the Customer has incurred them by acting dishonestly, due to gross negligence or intentional failure to perform one or more of the following obligations of the Customer:

10.11.1. to use the Payment Instrument in accordance with the rules governing the issuance and use of the Payment Instrument specified in this Agreement or its Annexes;

10.11.2. upon becoming aware of the loss, theft, misappropriation or unauthorized use of the Payment Instrument, as well as facts or suspicions that the personalized security features of the Payment Instruments in its possession have become known or may be used by third parties, immediately notify the EPB or its designated entity;

10.11.3. upon receipt of the Payment Instrument, take steps to protect the Payment Instrument's personalized security data.

10.12. A party shall be released from liability for non-performance of the Agreement if it proves that the Agreement has not been performed due to *force majeure* circumstances proved in accordance with the procedure established by law. The Client must notify the EPB in writing within 10 (ten) calendar days from the date of occurrence of *force majeure* circumstances preventing the performance of the Agreement. EPB will notify the Client about the *force majeure* circumstances by e-mail or in the User's self-service system.

10.13. If the Customer loses the login data to the User's self-service system or it is disclosed not through the fault of the Customer and EPB or if there is or may be a real threat to the User's self-service system, the Customer undertakes to change passwords immediately (not later than within 1 (one) calendar day) to inform the EPB thereof in accordance with the procedure specified in this Agreement. Upon receipt of the Client's notification, EPB will immediately suspend access to the User's self-service system and the provision of EPB services until a new password is provided or created to the Client.

AMENDMENT AND VALIDITY OF THE CONTRACT

11.1. **EPB has the right to change the Agreement and (or) other documents related to it by notifying the Customer about this change not later than 60 (sixty) calendar days before the effective date of the change**. The said notice on the amendment of the Agreement and (or) other related documents shall be delivered to the Customer at the personally indicated e-mail address or in the User's self-service system, or published on the Portal. The public announcement is considered to be a proper (written) notification of the Client about the unilateral amendment of the Agreement and (or) other documents related to them. The Client shall be deemed to agree with these amendments if he does not notify the EPB that he does not agree with them before the effective date of the amendments. In this case, the Customer has the right to terminate the Agreement immediately and without paying any commission before the date on which the amendments will take effect. If the Customer does not exercise the right to terminate the Agreement before the changes take effect, the Customer shall be deemed to agree with the changes made.

11.2. The Customer has no right to unilaterally change the terms of the Agreement.

11.3. The Customer has the right to terminate the Agreement unilaterally without going to court by notifying EPB in writing 30 (thirty) calendar days in advance.

11.4. EPB has the right to terminate the Agreement unilaterally, without a separate notice from the Customer, if no transactions have been performed on the Customer's Electronic Money Account for more than 12 (twelve) months or to set an Electronic Money Account service fee by informing the Customer in advance.

11.5. EPB has the right to terminate the Agreement unilaterally, without going to court, by notifying the Customer thereof in writing (by e-mail, address provided by the Customer) not later than 60 (sixty) calendar days in advance.

11.6. In the event of termination of the Agreement, EPB shall deduct from the Customer's disbursement the amounts payable by the Client to EPB for the services provided by EPB (Electronic Money Account opening and / or maintenance fees - if such fees have been established), fines, penalties, losses and other costs paid to the Client, state or third parties. amounts incurred or paid by EPB due to the Client's fault, as well as outstanding liabilities under the Loan Agreements concluded on behalf of the Customer on the Portal. In the event that the Customer's Electronic Money Account lacks money to cover all amounts payable specified in this clause, the Customer undertakes to transfer the specified amounts to the account specified by the EPB within 3 (three) working days at the latest. If EPB recovers part of the amounts paid to third parties, EPB undertakes to return the recovered amounts to the Customer immediately.

11.7. Termination of the Agreement does not release the User from the proper performance of all obligations to EPB arising before the date of termination.

11.8. Upon termination of the Electronic Money Agreement with the Customer by the EPB, the User's Electronic Money shall be redeemed in accordance with the procedure specified in Clause 7.8 of this Agreement.

SETTLEMENT OF DISPUTES

12.1. The law of the Republic of Lithuania applies to the contract.

12.2. Disputes or other disagreements or claims arising out of or in connection with the Agreement shall be settled by negotiation. If a dispute or other disagreement cannot be resolved through negotiations, the dispute shall be resolved in court in accordance with the laws of the Republic of Lithuania.

12.3. The Customer (consumer), who believes that the EPB has violated his rights or legitimate interests arising from the Agreement or related relations, has the right to apply to a court or to an institution dealing with consumer disputes out of court - the Bank of Lithuania. The Customer's application to the Bank of Lithuania does not deprive the Customer of the right to apply to a court. Applications to the Bank of Lithuania are submitted to: the Supervisory Authority of the Bank of Lithuania Totorių str. 4, LT-01121 Vilnius, el. p. prieziura@lb.lt or electronically via the electronic dispute resolution tool (<https://www.epaslaugos.lt/portal/login>).

12.4. The Customer (consumer), believing that the EPB has violated his rights or interests protected by law, must apply to the EPB in writing and indicate his claims before applying to the Bank of Lithuania. The complaint can be submitted by e-mail, by post or by post to the addresses specified in this Agreement.

12.5. The customer's (consumer's) complaint to the EPB must specify the circumstances and documents on the basis of which the complaint is submitted. If the Client relies on documents that EPB does not have in the complaint, such documents (duly certified copies thereof) must also be submitted together with the complaint.

12.6. EPB will examine the complaint no later than within 15 (fifteen) working days from the date of receipt of the complaint and provide the Customer (consumer) with a detailed, motivated, documented response. In exceptional cases, when due to reasons beyond the control of the EPB it is not possible to provide a response within 15 (fifteen) working days, the EPB will send the Customer (consumer) a preliminary response clearly stating the reasons for delaying the response and the deadline for the Customer (consumer) to receive a final response. In any case, the deadline for submitting a final response will not exceed 35 (thirty-five) working days. EPB's response shall be provided to the Customer (consumer) by the same means as the Customer's (consumer's) complaint.

12.7. The detailed procedure for the examination of Customer (consumer) complaints is discussed in the EPB Procedure for the Submission and Examination of Customer Complaints, which is available at www.finbee.lt.

12.8. The EPB handles customer complaints free of charge.

FINAL PROVISIONS

13.1. EPB shall provide all notices to the Customer in the manner provided for in the Loan Agreement to which the Consumer is a party and in the User Agreement.

13.2. EPB notifies the Client in Lithuanian or in the language in which the Loan Agreement is concluded.

13.3. The Customer has the right to get acquainted with the valid versions of the Agreement and related documents on the Portal or, at the Customer's request, in writing on paper or using another durable medium. Such a request may be made to the payment service provider by email. email: Privat customers privatiems@finbee.lt; Business customers verslui@finbee.lt; Investors investuok@finbee.lt.

13.4. The Customer may receive a consultation on all issues related to the Consumer Self-Service System by sending his / her question by e-mail or telephone specified on the Portal.

This version of the General Service Agreement enters into force in 2022. February 1.

GENERAL TERMS AND CONDITIONS OF THE LOAN AGREEMENT

This www.finbee.lt loan (consumer credit) agreement (hereinafter - the **Agreement or Treaty**) is concluded on the day specified in the Special Conditions between:

Lenders (Lenders) specified in the Special Conditions, and

The **Borrower** specified in the Special Conditions, and

Organizer.

1. DEFINITIONS

1.1. **Settlement Period** - a **period** of two calendar days during which the Borrower may, without giving a reason, withdraw from the Agreement and repay the amount of the Loan paid to it without paying interest and any other taxes, expenses or compensations;

1.2. **Administration Fee** - the administration fee specified in the Special Conditions broken down for the entire term of the Loan, which the Borrower pays to the Organizer for the administration of the Loan under the Loan Agreement until the end of the Loan term, is included in the installment;

1.3. **Total Amount Paid by the Borrower** - the **Amount** of the Loan and the Total Price of the Loan, ie Total Amount Paid by the Borrower = Loan Amount + Interest + Contract Fee + Administration Fee + other possible fees;

1.4. **The Total Price of the Loan** means all expenses, including Interest, the Fee for concluding the Agreement, the Administration Fee and other payments related to this Agreement. The total price of the Loan is calculated and specified in the Special Conditions only in respect of the Loan granted under the Application and does not include any expenses with the services of the Organizer with loans granted before or in the future. The total price of the Loan shall be calculated on the assumption that the Borrower will perform all obligations arising from this Agreement in a timely and proper manner and shall not include expenses paid and / or reimbursed by the Borrower for the overdue period. All other expenses included in the Total Price of the Loan, except for Interest per one day of the Loan, may not exceed 0.04 per cent of the Loan amount or in accordance with other requirements provided by the VKI;

1.5. **Annual Rate** of the Total Loan Price - the Total Price of the Loan, expressed as an annual percentage;

1.6. **General Terms and Conditions** - the terms and **conditions** of this Agreement, which set out the rights and obligations of the parties to the Agreement, the procedure for concluding the Agreement, the consequences of its non-performance, the procedure for terminating the Agreement and other conditions;

1.7. **CC (CK)** - Civil Code of the Republic of Lithuania with amendments and supplements;

1.8. **Interest on arrears** - the amount of money that the Borrower must pay if it fails to perform or improperly performs the monetary obligations specified in the Agreement;

1.9. **Deposit account** - account for keeping customers funds No. LT967290099016897761, owned by UAB Elektroninių pinigų bitė, legal entity code 304473256, registered office address Vilniaus str. 4-10, Vilnius, LT-01102, operating in accordance with the Bank of Lithuania Regulations 2021. June 3. issued by electronic money institutions [license](#) no. 87, Lithuanian branch of AS „Citadele banka“, legal entity code 304940934, address Upės st. 21-1, Vilnius, LT-08128, Republic of Lithuania;

1.10. **Electronic money account** - a personal virtual medium managed by UAB Elektroninių pinigų bitė in the system of each User's Portal, in which the User's funds (electronic money) are stored;

1.11. **Creditworthiness assessment fee** - a fee for the Borrower for the assessment of his creditworthiness using the data on the Borrower's identity, income, indebtedness history, etc. contained in available payable registers. The fee may not exceed the amount of the Contract conclusion fee and shall not exceed EUR 20. The credit assessment fee is included in the Fee for concluding the Agreement;

1.12. **User Agreement** - a document that specifies the terms and conditions of the Portal, with which the person wishing to use the www.finbee.lt Portal and the services of the Organizer must agree. The User Agreement is intended to regulate the rules of use of the Portal and legal relations arising on the Portal and between the Organizer and the Users. The Privacy Policy of the Portal is considered an integral part of the User Agreement;

1.13. **Permanent residence** - means any place where a natural person has the opportunity to live and which he establishes, maintains and uses;

1.14. **Organizer** - UAB Finansų bitė, legal entity code 304051511, registered office address Vilniaus st. 4-10, LT-01102 Vilnius, Lithuania, entered in the public list of peer to peer lending platform operators maintained by the Bank of Lithuania;

1.15. **Interest** - the amount of money paid by the Borrower for the use of the Loan amount;

1.16. **The loan amount** - the amount of credit that is granted access in accordance with the loan agreement and the borrower undertakes to repay the lender (s) and from which to pay interest or other loan agreement specified fees (paid either from the Loan amount or from the amount lent by the Lenders according to the procedure specified in the Special Conditions - such as the Treaty establishment fee, Administration fee, etc.);

1.17. **Application** - an invitation submitted by the Borrower to submit an Offer for concluding a Loan Agreement, prepared in accordance with the form completed on the Borrower's Portal (based on the Consumer Credit Law and other legal requirements) and based on written documents and User's personal data electronically approved by the Borrower and the Organizer;

1.18. **Seller** - a legal or natural person with whom the Borrower concludes a contract for the purchase of Goods and/or services, which, at the request of the Borrower, is financed with the funds of the Loan issued under the Loan Agreement;

1.19. **Borrower** - a natural person, a citizen and / or resident of the Republic of Lithuania at least 18 years of age, who has duly signed and submitted the Application through the Portal and whose application has been approved by the Portal for personal, family or household use;

1.20. **Durable media** - media (paper, computer diskette, single-use compact disc (CD), digital versatile disc (DVD), hard disk of the Borrower's computer containing e-mail, etc., except for websites, if they do not comply with this item) which allows the Borrower to use the information held on it in the future and to keep it for as long as the purpose of the information requires, and in such a way that it can be used in the future and that the information stored can be retrieved without alteration;

1.21. **Portal** - a mutual lending system supervised and administered by the Organizer, operating at www.finbee.lt, with the help of which Users, having duly filled in the Applications and received approval from the Organizer, can borrow from other Users or invest in Loans of other Users by participating in auctions. The Organizer administers the activities of the Portal;

1.22. **Right of Claim** - the Lender's right of claim (creditor's claim) to the Borrower under the Loan Agreement, the amount of which is specified in the Offer (Special Part) with all rights related to or arising from it;

1.23. **Lender (Lender)** - a duly identified User of the Portal who submits Offers to the Borrowers and lends their funds to them in accordance with the User Agreement, the Loan Agreement and other conditions established on the Portal;

1.24. **The amount lent by the Lenders** is the amount that was financed in the Auction of the Lender Portal according to the Borrower's Application and which was accepted by the Borrower. The amount lent by the Lenders consists of the amount specified in the Special Conditions: (i) the Loan amount or (ii) the Loan amount and the Agreement Fee;

1.25. **Offer** - a document (offer) submitted by the Lender, by which he agrees to lend funds to the Borrower under the conditions specified in the Application. Upon acceptance of such Offer (s) by the Borrower, the Loan Agreement shall be concluded;

1.26. **Standard information** - information that the organizer provides the loan to the recipient based on the CPI in Annex 1 to the Standard Consumer Credit Information tables form in order to enable it to compare different offers in order to make an informed decision on the conclusion of the contract;

1.27. **Special Conditions** - the Application submitted by the Borrower and approved by the Organizer, the Lender's Offer, the Borrower's acceptance, the Loan repayment schedule;

1.28. **Linked consumer credit agreement** - Loan Agreement, when the Loan is intended to finance a contract for the supply of specific goods or services clearly specified in the Loan Agreement;

1.29. **Agreement (Loan) Fee** - the Loan Agreement conclusion fee specified in the Special Conditions and Conditions of the Loan Agreement, paid by the Borrower to the Organizer, including the Creditworthiness Assessment Fee. The Agreement fee is calculated on the amount lent by the Lenders. The Agreement Fee is calculated as a percentage of the amount lent by the Lenders. The amount of the Agreement Fee is specified in the Special Conditions . The procedure for paying the Agreement Fee is specified in the Loan Payment Schedule. The Agreement Fee is deductible at the time of disbursement of the Loan, if so specified in the Special Conditions. The Agreement Fee may not be negative, ie if the Credit Rating Fee is subject to a discount, the amount of that discount minus the Agreement Fee may not be less than 0;

1.30. **Agreement or Loan Agreement** - this **agreement concluded** between the Borrower and the Lender (s) through the Portal www.finbee.lt, by which the Parties agree on the procedure and conditions of the Loan and on the basis of which: the Lender provides the loan to the Borrower and the Borrower undertakes to repay the received loan and pay all payments related to the receipt (Service Fees, Interest, etc.). Consumers are aware that all amendments and additions to the Loan Agreement made by mutual consent of the Consumers become an integral part of the Loan Agreement and are binding on the Parties to the Loan Agreement. The Loan The User Agreement also includes a consumer credit granted under the Consumer Credit Agreement to meet the needs of the User (the Borrower), his family or personal needs that are not related to the User's professional activities. Both the loan and the consumer agreement consist of the Special Conditions (Application approved by the Organizer, Lender's Offer, Borrower's acceptance, Loan repayment schedule) and the General Conditions;

1.31. **Rules** - the Organizer's **Rules** for Creditworthiness Assessment and Responsible Lending of Borrowers, as amended and supplemented;

1.32. **User** - a member of the Portal who is a Lender or a Borrower who has agreed to the User Agreement, registered on the Portal in accordance with its terms and approved by the Organizer accordingly;

1.33. **User self-service system** - User's individual account, protected by a unique password (created by the Customer from the recommended combination of numbers and symbols) for the User to perform various actions on the Portal, ie submit Applications and Offers, lend money, conclude Loan Agreements, see the User's action history, receive Organizer's announcements, etc. ways to manage your account;

1.34. **VKJ** - the Law on Consumer Credit of the Republic of Lithuania.

1.35. In interpreting this Agreement, each document constituting the Agreement and any ancillary transaction relating to the Agreement shall be governed by the following provisions:

1.35.1. words used in the Treaty in the singular shall have the meaning of the plural and vice versa;

1.35.2. the terms set out in this Chapter shall apply to the implementation and interpretation of the General and Special Conditions;

1.35.3. The terms defined in the General Terms and Conditions shall have the same meaning in the General Terms and Conditions, unless expressly stated otherwise in them.

2. LOAN RECIPIENT RIGHTS AND RESPONSIBILITIES

2.1. The Borrower undertakes:

2.1.1. to pay installments according to the Loan repayment schedule;

2.1.2. to provide the correct and detailed information requested by the Organizer, necessary to assess the Borrower's creditworthiness, to disclose all significant circumstances that may affect its creditworthiness, including information on income, financial liabilities to other creditors, other conditions that may reduce the Borrower's income or other significant circumstances;

2.1.3. immediately, but not later than within 3 calendar days from the occurrence of the circumstances, inform the Organizer in writing (from the 4th working day of delay The Borrower must pay Interest and Interest on arrears calculated from the first day of delay) if: (i) the Borrower is unable or will not be able to fulfill its obligations under the Agreement due to certain circumstances; (ii) circumstances have arisen or will arise that worsen or may worsen the Borrower's financial future (eg the Borrower has assumed new debt obligations (mortgage, consumer credit, leasing, etc.); (iii) the Borrower's name changes; , personal identification number, place of residence, contact address, telephone number and / or e-mail address provided to the Organizer. **In case of violation of clause (iii), the Borrower assumes the risk of not receiving messages, warnings and other communications from the Organizer, and the Organizer shall be deemed to have duly notified, warned or informed the Borrower.** It should be noted that information about the Borrower's delay does not exempt from the mandatory additional payment - Interest, Interest on arrears and other payments;

2.1.4. not to disclose the User's unique password, which allows logging in to the User's system;

2.1.5. immediately inform the Organizer if the Third Party has become known or the Borrower suspects that the User's unique password may have become known;

2.1.6. not to transfer the rights and obligations arising from the Agreement without the consent of the Organizer;

2.1.7. perform other duties provided for in this Agreement.

2.2. The borrower has the right to:

2.2.1. to receive the draft Agreement free of charge;

2.2.2. to receive the Loan repayment schedule free of charge at any time during the term of the Agreement;

2.2.3. terminate the Agreement in accordance with the procedure established therein;

2.2.4. to withdraw from the Agreement within 14 days in accordance with the procedure established therein;

2.2.5. to repay the Loan before the due date.

2.3. The Borrower represents and warrants that:

2.3.1. The data and confirmations provided by the Borrower are correct, accurate and complete;

2.3.2. prior to the conclusion of this Agreement, it has been provided with Standard Information and all other information necessary for concluding the Agreement on a durable medium;

2.3.3. The Borrower has carefully read the received Standard Information published at <https://finbee.it/> until the moment of concluding this Agreement, has understood it and has no questions or comments;

2.3.4. prior to the conclusion of this Agreement, the Borrower has carefully read the User Agreement published on <https://finbee.it/>, including the Privacy Policy, and agreed to the terms of the User Agreement and the Privacy Policy;

2.3.5. It is appropriate to pay the Organizer the fees specified in the Special Conditions before the end of the Contract;

2.3.6. got acquainted with the Service Fees applied by the Organizer, publicly announced on the Portal, and agrees to pay them;

2.3.7. The Borrower has read the terms and conditions of the Agreement, understands them, and by performing the actions specified in this Agreement clearly states that he agrees with the terms of the Agreement of his own free will, understands his obligations and undertakes to perform them;

2.3.8. The Borrower has made the decision to enter into the Agreement in a calm, thoughtful and responsible manner and declares that it should and has been able to consult independent legal and financial advisers regarding the conclusion of the Agreement and the fulfillment of its obligations;

2.3.9. The Borrower is able to assume a specific financial obligation set forth in this Agreement, which together with the already existing financial obligations the Borrower is able to fulfill;

2.3.10. The Borrower is solvent and is not aware of any other circumstances that could adversely affect its solvency to the extent that it is unable to meet its obligations under this Agreement;

2.3.11. The Borrower's obligations under the Agreement shall not prejudice any rights or legitimate interests of third parties, conflict with the law, the terms of the transaction to which the Borrower is a party, any decision of a court, arbitration or other competent body applicable to the Borrower. other consents or permits required by law, if such are required or duly informed.

2.4. Matters not covered by this Agreement shall be resolved in accordance with the User Agreement.

3. CONCLUSION OF THE CONTRACT. (APPLICATION. AUCTION. CONCLUSION OF THE CONTRACT. PAYMENT OF FUNDS)

3.1. This Agreement is considered a Multilateral Loan Transaction if more than one Lender lends funds to the Borrower under this Application during the auction.

3.2. AUCTION: The Auction is won by those Lenders who are the first to submit their bid by the due date or the Borrower's acceptance, provided that the Borrower will be jointly offered the full amount of the Loan and accepted by the Borrower. In the cases specified in the Portal Use Agreement, the Borrower may accept a lower amount than indicated in the Application - ie when the full amount is not financed within the Auction term or the Borrower decides to enter into the Loan Agreement before the Auction ends.

3.3. Any person who is a User of the Portal has the right to apply to the Organizer with the Application.

3.4. In order to receive a Loan, the Borrower must properly submit an Application for a Loan in accordance with the procedure and conditions established in this Agreement and the Usage Agreement, and the Organizer may approve or reject the Application when assessing the Borrower's creditworthiness. The Organizer, having approved the Application, places it in the auction.

3.5. The Organizer may approve the Application in accordance with the Rules, provided that such approval of the Application does not violate the principles of responsible lending.

3.6. The Borrower may submit an application only after prior acquaintance with the Standard Information on the Portal. By submitting the Application, the Borrower confirms that he / she has carefully and carefully read and understood the Standard Information prior to the submission of the Application. The Application may be submitted a) by electronically filling in and submitting the Application on the Portal , b) by filling in the paper Application Form and signing it by hand and handing it to the Organizer, c) by filling in the Application through an intermediary (both electronically and paper form), d) by submitting the Application via Intermediaries providing loan comparison platforms and similar services when inquiries under completed Applications are made to several lending companies at once.

3.7. The Parties agree that the actions performed and data provided by the Borrower at the time of submission of the Application (confirmed by the SMS message, User number, Borrower's User self-service system data, Borrower's orders, User's or Portal's e-mails, or telephone call recording, or Portal excerpt about the Borrower's actions in the User's self-service system in his / her account on the Portal and other actions that can prove that the User has agreed to the specified conditions and voluntarily confirmed his / her consent) are considered the Borrower's signature with

the Law on Electronic Identification and Electronic Transactions the Application, the Offer, the Borrower's acceptance and the Agreement concluded on the basis thereof, under which the Loan amount is transferred to the Borrower, shall be treated as a document made in writing and shall have the same legal consequences as the document, as well as affixed to the Borrower's signature on each of its sheets.

3.8. Upon receipt of the Application, the Promoter shall assess the Borrower's creditworthiness, other relevant circumstances in accordance with the Rules, and (i) approve the Application and transfer it to the auction or (ii) reject the Application. If the Application is rejected on the basis of the results of the Borrower's credit check in the registers and information systems, the Organizer shall immediately and free of charge inform the Borrower (only upon request of the Borrower) of the results of this check and provide information on the registers and information systems creditworthiness assessment.

3.9. The amount and term of the Loan are determined according to the Borrower's wishes provided in the Application, the Organizer's Rules, the minimum and maximum limits published on the Portal and other sources, as well as taking into account the Borrower's creditworthiness assessment and auction results.

3.10. The Borrower may apply to the Organizer for deferment of the Loan payments only in exceptional cases specified in legal acts and the User Agreement.

3.11. The borrower may submit a supplementary application for the auction and may be an additional loan using the Portal, but it is treated as a separate P Ascoli contract and the Organizer carries out a separate assessment of the borrower's creditworthiness. The Additional Loan Agreement shall not be considered a deferral of payments in accordance with the procedure and terms established in this Agreement.

3.12. The Organizer has the right to refuse to consider an additional Application submitted by the Borrower, a request for deferment of payments, if the Borrower has violated the terms of this Agreement or other transactions concluded with the Lenders or the Organizer.

3.13. Upon completion of the Auction and the Borrower's acceptance of the Lenders' (s) bids, the Organizer shall: (i) assign a unique identification number to the Loan Agreement; (ii) forms the current Loan repayment schedule for the Borrower, (iii) transfers the Agreement Fee to the Organizer, if so specified in the Special Conditions; (iv) credits funds from the Lenders (Loan Amount) to the Electronic Money Account in the Borrower's account and forms a payment from the Borrower's account to the bank account specified by the Borrower. If the Loan Agreement is concluded for the purpose of refinancing - the Organizer, having received the exact loan amounts from the Borrower in other companies from the Borrower, first makes orders directly to the companies that issued the loans and only then transfers the remaining Loan amount to the Borrower. The Loan Agreement and its annexes are placed in the Borrower's account on the Portal.

3.14. The Organizer informs the Borrower about the decisions to approve (not approve) the Bids by sending a short message (SMS), e-mail, calling the Borrower's mobile phone number registered in the Organizer's database and / or submitting a notice to the Borrower in the User's account.

3.15. At the end of the Auction Term, the Borrower shall be notified of the funded Application and the Loan amount shall then be paid to it, unless the Borrower withdraws the Loan.

3.16. The Organizer ensures that the total amount of consumer loans (Loans) granted and not repaid by the Lender to one Borrower on the Portal may not exceed EUR 500.

3.17. After concluding the Agreement, the loan amount is paid to the recipient of the loan to the borrower's bank account. The Loan amount shall be paid to the Borrower no later than within 3 (three) working days from the moment when the Loan is fully financed at the Auction and only after the Borrower has submitted all necessary information for disbursement of the Loan amount - 0.01 eur transfer, information on refinanced loans and other necessary information.

3.18. The Lender authorizes (instructs) the Organizer to pay the Loan amount from the Lender 's Electronic Money Account to the Borrower's bank account. Granting the Lender's authorization to the Organizer to distribute funds in the Electronic

Money Account and the Deposit Account is an essential condition of this Agreement, without which the Organizer would not have concluded the Agreement.

3.19. The Organizer has the right to suspend or terminate the disbursement of the Loan amount if the Borrower has provided incorrect data necessary for the disbursement or circumstances have become known that reduce the Borrower's creditworthiness.

3.20. Commissions and other fees to the credit institution for crediting the Loan amount to the Borrower's bank account (if any) shall be paid by the Borrower, except for the Agreement fee, which is deducted and transferred to the Organizer by the Organizer at the time of disbursement, when such a procedure for deducting the Agreement fee is specified in the Special Conditions.

3.21. At the separate request of the Borrower, the loan amount or part thereof in the case of refinancing may be paid directly to the creditors specified by the Borrower. In this case, the Borrower must indicate information about the creditor, the amount of the loan to be repaid (transfer amount), the bank account number, the purpose of payment, if such must be specified according to the creditor's instruction.

3.22. In case of the Linked consumer credit agreement, the Organizer transfers the Loan amount directly to the Seller's account. The loan amount is not transferred to the Borrower. In cases where, after signing the Loan Agreement, the Borrower does not pay the advance provided in the Linked consumer credit agreement directly to the Seller, the Linked consumer credit agreement is automatically terminated and the Organizer is not obligated to transfer the Loan amount to the Seller.

3.23. The Organizer has the right to invest in the Loans of the Borrowers in the Auction, and in case of such investment, the Organizer is given priority, i.e. The Organizer's Offer is always first. The Organizer invests at least 12 percent of the Loan amount in each loan and ensures that all parts of the Loan amount granted to the Borrower by the Operator in accordance with the Loan Agreement during the term of the Loan constitute at least 12 percent of the outstanding Loan amount.

4. LOAN REPAYMENT

4.1. The Borrower shall repay the Loan amount in installments in accordance with the terms set forth in the Loan Repayment Schedule and other obligations provided for in the Agreement.

4.2. The Borrower must also pay Interest and other fees that make up the Total Price of the Loan in accordance with the terms set forth in the Loan Repayment Schedule.

4.3. The Borrower shall repay a portion of the Loan amount and make other payments under the Agreement to the bank account specified in the Agreement, and the Organizer shall debit the funds from the Borrower's electronic money account.

4.4. The Borrower authorizes (instructs) the Organizer to distribute the Borrower's funds in the Borrower's electronic money account to the Lenders in accordance with the Agreement to the electronic money accounts belonging to the Lenders. Granting the Borrower's authorization (order) to the Organizer to distribute funds in the Borrower's electronic money account to the Lenders under the Agreement to the Electronic Money Accounts belonging to the Borrowers is an essential condition of this Loan Agreement without which the Organizer would not have concluded the Agreement and is necessary to ensure that the Borrower commitments.

4.5. The loan repayment schedule is an integral part of this Agreement, which is generated by the Organizer after the end of the auction and which specifies the payments (installments) and terms of the Borrower. An integral part of the Agreement are any separate agreements concluded with the Organizer to ensure the performance of the Agreement and to represent the interests of the Lender (s), including, but not limited to, new Loan repayment schedules or settlement agreements.

4.6. The Borrower's payment obligation is deemed to have been fulfilled at the moment when the amount paid is credited to the Lenders in their electronic money accounts. The payment schedule of the day the organizer of a US Portal system automatically scans the borrower's funds in his e-money account and distribute the proceeds to the Lenders electronic money accounts.

4.7. The amounts deducted from the Borrower shall be distributed according to the procedure specified in the Special Conditions and the Loan Repayment Schedule. In cases where the compulsory recovery of obligations has been transferred, all expenses of the Organizer related to the statement of claim for recovery, recovery, etc. shall be reimbursed in the first place. Only after these costs have been reimbursed shall the defaults and the debt be reimbursed in accordance with the procedure set out in this paragraph above.

4.8. The Borrower undertakes to reimburse all recovery costs incurred by the Organizer (related to fees of debt collection companies, stamp duty, court proceedings, assistance of lawyers and legal assistants in preparing claims or other procedural actions, correspondence, experts, specialists, enforcement of court decisions, etc.), if the contract is terminated due to the borrower's default and the other in this Agreement and the terms of the causes and the organizer of the lender takes over a claim.

4.9. All payments under this Agreement shall be made in euros.

4.10. In order to repay the full amount of the Loan in advance, the Borrower must contact the Organizer in writing or by e-mail and inform him of the date on which he wishes to cover the full amount of the Loan (then the Organizer may calculate and inform the Borrower The Organizer undertakes to provide the information within 3 working days from the date of receipt of the Request). The amount specified by the organizer is valid for 3 working days from the date of receipt.

4.11. Installment payment may be delayed only in cases where a) the borrower proves that the contributions are not paid and necessary for their delay due to force majeure (*force majeure*), which is due to circumstances which he could not control, and intelligently predict the loan agreement at the time, and that it was unable to prevent the occurrence of these circumstances or their consequences; (b) it is possible or mandatory due to statutory exceptions; c) is agreed in advance between the Borrower, the Lender (s) and the Organizer. The final decision on deferral of contributions is the exclusive right of the Organizer, but even taking into account all the circumstances, the Organizer has the right not to defer the payment of contributions (except in cases specified by mandatory legal norms).

5. INTEREST RATE

5.1. For the use of the Loan amount, the Borrower must pay Interest calculated by the Organizer and expressed as a percentage in the Special Conditions of this Agreement. Interest The borrower must also pay in the case of delayed payment of installments, i.e. along with the payment interest, default or compensatory interest for overdue financial obligations will also be applied.

5.2. The Interest is calculated and specified by the Organizer in the Special Conditions on the assumption that the Borrower will repay the Loan, Interest and will pay the Administration Fee (and others, if any) in accordance with the Loan repayment schedule set forth in the Special Part.

5.3. Interest shall be calculated from the date of payment of the Loan to the Borrower (inclusive) until the date on which the entire Loan is actually repaid to the Lenders.

5.4. For the calculation of Interest, the year will be considered to have 360 (three hundred and sixty) days and the month - 30 (thirty) days.

6. CALCULATION OF THE ANNUAL RATE OF THE TOTAL LOAN PRICE AND THE TOTAL AMOUNT PAID BY THE BORROWER

6.1. Costs incurred by the Promoter to defend, preserve and / or enforce its and / or the Lenders' rights under the Agreement (including, but not limited to, costs of sending reminders and letters to the Borrower, costs of third party services, litigation and recovery costs), which are not known to the Organizer in advance, are not included in the Total

Price of the Loan and, if the Lender incurs these costs, must be reimbursed in accordance with the procedure established by legal acts. The Organizer has the right to transfer the recovery from the Borrower to the debt collection companies.

6.2. The annual percentage rate of charge of the Total Loan is calculated on the assumption that the Agreement is valid for the agreed period and that the parties to the Agreement will perform their obligations under the terms and conditions set forth in the Agreement.

7. BREACH OF CONTRACT

7.1. If the Borrower fails to pay the installment, Interest and other payments on time in accordance with the Loan Repayment Schedule, Special Conditions or the Agreement, the Interest specified in the Special Conditions shall be calculated further from the installment of the Loan as consideration for the Loan until the end of the contract. The full day of payment of the debt is considered to be the working day of the Organizer, on which the amount not paid on time is credited to the Organizer and the full debt is fully covered by paying it to the Lenders.

7.2. Borrower is informed and agrees that his delay to meet its obligations for more than 30 days in total under this Agreement, the Organizer has the right, before a durable medium, informing the borrower of the Portal database located in the borrower's e-mail. to provide information on the Borrower's identity, contact details and credit history, ie financial and property obligations and their fulfillment, debts and their payment, to the Credit Bureau UAB "Creditinfo Lietuva" (company code: 111689163, address: A. Goštauto str. 40A , LT 01112 Vilnius, Lithuania, www.manocreditinfo.lt, tel .: (8 5) 2394131). The credit bureau handles and provides third party information (financial institutions, telecommunications companies, insurance, electricity and utilities, commercial companies, etc.) to the borrower for legitimate interests and purposes - assessing creditworthiness and managing debt, and other joint debtors' data file managers. and all other third parties with a legitimate interest.

7.3. If the Borrower violates the obligation to make payments under the Agreement on time and delays the payment for more than 45 calendar days, the Organizer has the right to apply to the debt collection company for mediation in recovering the debt (Loan or part thereof, Interest and / or other amounts payable under the Agreement).

7.4. The Organizer and the Lender shall not be held liable for any failure to fulfill any obligations under this Agreement and shall not be liable for losses due to force majeure, including third party actions, communication, electronic data interchange and payment systems, including banking and online. banking, disruptions that occurred not through the fault of the Organizer or the Lender, but third parties whose actions resulted in a breach of the Agreement are not related to the Lender, and the Lender could not anticipate or control their actions.

7.5. In case of late payment of installments, the Borrower is subject to penalties (Interest on arrears) and is equal to 0.05 percent of the amount overdue for each day of delay. Penalties (Interest on arrears) cannot be calculated for a period longer than 180 days for each late payment.

8. VALIDITY, AMENDMENT, WITHDRAWAL AND TERMINATION OF THE AGREEMENT

8.1. The Agreement shall enter into force upon its conclusion and shall remain in force until all obligations under the Agreement have been fulfilled.

8.2. The Agreement may be amended, supplemented only by a separate agreement of the Parties.

8.3. Without prejudice to the Agreement 8 .2 . p. The Organizer may also unilaterally amend this Agreement if: (i) it is necessary in accordance with the instructions of the Supervisory Authority; (ii) by changing the technological solutions of the Portal or (iii) by other sufficient grounds, provided that such changes do not worsen the legal position of the Borrower. In any event, the Borrower who does not agree with the amendments shall have the right to withdraw from this Agreement by repaying the entire Loan and making all payments under the Agreement.

8.4. The Agreement may be terminated by agreement of the Parties or unilaterally in the cases provided for in the Agreement.

WITHDRAWAL OF THE CONTRACT DURING THE DECISION - MAKING PERIOD

8.5. The Borrower has the right to cancel the Agreement and return the entire received Loan amount to the Electronic Money Institution's account without paying Interest and any other fees under the Agreement during the Decision Period (ie within 2 calendar days from the disbursement of the Loan) without giving a reason.

8.6. In order to exercise the right to withdraw from the Agreement during the Settlement Period, the Borrower shall notify the Organizer no later than the end of this period by means of a notice on a durable medium (ie sent by the Organizer's email specified in the Special Conditions and return the Loan amount paid to the Borrower to the Organizer. the right to demand Interest or any other fees, expenses or compensations from the Borrower If the Borrower has paid any fees related to the conclusion of the Agreement to the Organizer, the Organizer shall return the amounts paid to the Borrower within 5 working days from the full repayment date.

WITHDRAWAL OF THE CONTRACT WITHIN 14 DAYS

8.7. The Borrower shall have the right to withdraw from the Agreement within 14 calendar days from the date of concluding the Agreement, without giving a reason. If the Borrower wishes to exercise this right, he must:

8.7.1. to notify the Organizer of the withdrawal from the Agreement by e-mail or registered letter to the Organizer's registered office within the above-mentioned term. If the repaid amount has been transferred to the Organizer without prior notice of withdrawal from the Agreement, such notice must be provided to the Organizer within 48 hours from the moment of repayment of the Loan; and

8.7.2. immediately, but not later than 30 calendar days after the notice of withdrawal is sent to the Organizer the date of the transfer of electronic money institutions, the bill returned to the lender and the loan interest accrued from the date on which the loan was paid, before the repayment date. This Interest is calculated according to the Interest Rate provided in the Agreement. In the event of withdrawal, the Lender shall not be entitled to any compensation from the Borrower other than compensation for non-refundable fees paid to public administrations.

8.8. In case of cancellation of the Agreement, the Organizer has the right to apply to the Borrower a compensation fee for non-refundable fees paid to public administration institutions. If the Borrower has paid any fees or other charges to the Organizer in connection with the conclusion of the Agreement, the Borrower agrees and does not object to the Organizer deducting the compensation fee specified in this Clause and paying the remaining amount to the Borrower within 5 working days.

RIGHT OF THE ORGANIZER TO UNILATELY TERMINATE THE CONTRACT

8.9. The Organizer has the right to unilaterally terminate the Agreement and to require the borrower to the loan repayment period to pay the entire loan amount, Agreement (Loan) Conclusion Fee, Administration Fee for the entire Loan Period, the Interest accrued until the date of termination of the Agreement, penalties (Interest on arrears) and unearned income (loss) that corresponds to the Interest specified in the Special Conditions until the end of the term of the Agreement, which the Organizer expected to receive if the Agreement were properly performed if all of the following conditions are met:

8.9.1. The Borrower is informed of the late payment by a written notice prepared on a durable medium;

8.9.2. payment is overdue for more than 1 month and its amount is not less than 10 percent of the outstanding Loan amount or the payment is overdue for more than 3 consecutive months;

8.9.3. the overdue payment was not covered within 2 weeks from the date of delivery of the additional written notice prepared on a durable medium to the Borrower.

8.10. It is considered that the Organizer's requirement for the Borrower to pay the Loan before the due date 8.9. p. under the conditions specified, is equated to a notice of unilateral termination of the Agreement, ie the Organizer's claim is in essence a statement of unilateral termination / intended termination of the Agreement. Upon termination of the Agreement, a notice stating this shall be sent to the Borrower.

8.11. Termination shall take effect on the date of service of the notice of termination on the Borrower. Upon early termination of the Agreement, the Borrower must repay the full amount of the Loan, Agreement (Loan) Conclusion Fee, the Administration Fee for the entire loan period, the Interest accrued until the date of termination of the Loan Agreement as a fee for using the money, penalties. Interest calculated after the date of termination of the Agreement is considered to be the Organizer's unearned income (loss) that the Organizer reasonably expected to receive upon proper performance of the Agreement. The Borrower undertakes to cover these losses of the Organizer.

8.12. All costs related to the statement of claim and debt administration shall be borne by the Borrower as set forth in this Agreement and the Terms of Use.

8.13. The Borrower is clearly informed and does not object that upon becoming a debtor, the Organizer, upon termination of the Loan Agreement due to the Borrower's fault (debt), has the right to further verify the Borrower's data in Sodra and other state registers, thus ensuring the legitimate interest of the Organizer and Lenders. and a reasonable expectation to recover the Debt from the Borrower as soon as possible.

REPAYMENT OF THE LOAN WITH A PREVIOUS DEADLINE

8.14. The Borrower has the right to repay part or all of the Loan before the term provided for in the Agreement and to exercise the right to a reduction of the Total Loan Price if the following conditions are met:

8.14.1. In order to cover the full amount of the Loan in advance, the Borrower must contact the Organizer in writing or by e-mail and inform him of the day on which he wishes to cover the full amount of the Loan (then the Organizer can calculate and inform the Borrower exactly what the full amount is due on The Organizer undertakes to provide the information within 3 working days from the date of receipt of the Request). The amount specified by the organizer is valid for 3 working days from the date of provided information;

8.14.2. The Borrower must repay part or all of the Loan on the date specified in the application. In the event that the Borrower intends to repay part or all of the Loan on a date other than that specified in the application already submitted, the Borrower must submit a new application with the specified date, and the previous application shall become invalid. Failure to comply with the procedure set forth in this Clause shall be deemed that the Borrower has not properly performed the conditions referred to in 8.1 4. paragraph;

8.14.3. in case the early repayment of the Loan or a part thereof exceeds EUR 2320 in any twelve month period, the Organizer has the right to demand that the Borrower pay compensation which may not exceed 1 percent of the early repayment of the Loan if the period after repayment of the Loan before the deadline date to the agreed loan maturity date is longer than one or i years. In other cases, the compensation may not exceed 0.5 per cent of the part of the Loan repaid earlier. In any case, the compensation may not exceed the amount of Interest that the Borrower would have paid if the Loan had been repaid within the time specified in the Agreement;

8.14.4. upon early repayment of all or part of the Loan, the Borrower shall be entitled to a reduction in the Total Price of the Loan, consisting of Interest and Expenses for the remaining term of the Agreement, calculated from the date of repayment of the Loan or part thereof.

8.15. If the Borrower repays the full amount of the Loan and expresses the will not to exercise the right to a price reduction, the price is not reduced and the Agreement is considered duly executed and terminated, and all amounts paid by the Borrower are not considered unjust enrichment by the Organizer.

8.16. When the Borrower repays part of the Loan, the remaining part of the Loan is restructured in such a way that the Loan repayment term is shortened, leaving the amount of monthly installments unchanged; After this , the Organizer provides the Borrower with an updated Loan repayment schedule.

8.17. In the case of Linked consumer credit, the Borrower has the right not to pay for the Loan or any commission fee, which is applied to an additional fee, during the first 14 days from the conclusion of the Loan Agreement, if the entire amount of the Loan is repaid within the first 14 days from the conclusion of the Loan Agreement.

8.18. The parties agree that if, in the case of Linked consumer credit, the Seller returns to the Organizer the funds transferred to him for payment for the goods and/or services for any reason, the returned funds will be used for the early repayment of the Loan without the Borrower's request. In this case, upon partial early repayment of the Loan, the Loan installments will be recalculated using the annuity method.

LINKED CONSUMER CREDIT AGREEMENTS

8.19. The Organizer is not responsible for the quality, completeness and compliance of the goods and/or services financed by the Loan agreement with other conditions of the contract for the purchase of goods or the provision of services. The Organizer is only responsible for paying the price of the goods and/or service or part of it to the Seller. All claims regarding the quality of goods and/or services must be made by the Customer directly to the Seller.

8.20. When the Borrower exercises the right to refuse the contract for the purchase and sale of goods or the provision of services, the Linked consumer credit agreement is also terminated without any additional obligations.

8.21. If the Seller does not supply goods or services or they are supplied (provided) only in part, or they do not correspond to the contract for the purchase and sale of goods or the provision of services, the Borrower has the right to: (i) suspend the performance of his obligations under the Linked consumer credit agreement; (ii) demand that the Organizer return the contributions paid to him.

8.22. The Borrower can use his rights specified in clause 8.19. only after he applied to the Seller with a request to properly execute the contract, but within one month after such application, the terms of the contract for the purchase and sale of goods or the provision of services were not fulfilled and: (i) The Borrower, at his choice, submitted to the Operator state or municipal conclusion of the institution or a third party regarding the inappropriate quality of the goods, if the goods purchase-sale agreement was terminated due to the inappropriate quality of the goods, and (ii) the Borrower returned to the Operator what he received on the basis of the expired goods purchase-sale agreement, except for cases where the goods purchase-sales agreement is terminated due to the failure of the seller to deliver the goods.

8.23. The Operator after the Borrower fulfills the conditions specified in clause 8.20., immediately, but no later than within 10 working days, returns the installments paid to the Borrower.

9. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

9.1. The law of the Republic of Lithuania applies to the contract.

9.2. Disputes or other disagreements or claims arising out of or in connection with this Agreement shall be settled by negotiation. If a dispute or other disagreement cannot be resolved through negotiations, the dispute shall be resolved in court in accordance with the laws of the Republic of Lithuania.

9.3. A consumer who believes that the Organizer has violated his rights or legitimate interests arising from the Agreement or the relations related to them, has the right to apply to a court or to an institution dealing with consumer disputes out of court - the Bank of Lithuania. The User's application to the Bank of Lithuania does not deprive the User of the right to apply to a court.

9.4. The User, believing that the Organizer has violated his rights or interests protected by law, must write a complaint to the Organizer and indicate his requirements. Advanced complaints procedure provided K redit and recipients complaint handling rules, which are published on the portal.

9.5. If the Organizer's response to the User's complaint does not satisfy the User or if the User has not responded within the deadlines set in the Borrower's Complaints Review Rules , the User has the right to apply to the Bank of Lithuania in writing or electronically within 1 (one) year after contacting the Organizer.

9.6. Applications to the Bank of Lithuania are submitted to: the Legal and Licensing Department of the Bank of Lithuania Totorių st. 4, LT-01121 Vilnius, Lithuania, email prieziura@lb.lt or electronically via the electronic dispute resolution tool (<https://www.epaslaugos.lt/portal/login>).

10. ASSIGNMENT OF THE RIGHT OF CLAIM

10.1. Lenders can freely dispose of their rights under the requirement S T REATY and sell them for use in the contract procedure and conditions established.

10.2. The Borrower agrees that the Lender may transfer the Right of Claim to the Borrower's Accounts Payable under this Agreement to another User. The Borrower agrees that he will not be separately notified of the transfer of the Right of Claim, but it will be possible to see in the system the unique User numbers of all Lenders who have lent the Loan amount.

11. INCOME TAX

11.1. When registering on the Portal, the Lender must indicate exactly which country is a permanent resident (resident), in accordance with the provisions of the Law on Personal Income Tax of the Republic of Lithuania, he is. The User is responsible for the correct presentation of such information.

11.2. The Lender, until the moment of his change of the State of Permanent Residence (before becoming a resident of another state for tax purposes), must inform the Organizer by updating his data by contacting the Organizer by e-mail or telephone.

11.3. If the Lender has not informed the Organizer about the change of his State of Permanent Residence (after becoming a resident of another state for tax purposes) within the time specified in this Agreement, the Organizer has the right to instruct UAB Elektroninių pinigų bitė to debit the Electronic Money Account to cover all tax liabilities. due to the Lender's timely failure to notify the changed State of Permanent Residence, ie personal income tax, personal income tax interest, fines and / or any other tax and / or administrative obligations established in accordance with the applicable legislation and / or tax regulations of the Republic of Lithuania administrator requirements.

11.4. Pursuant to the provisions of the Law on Personal Income Tax of the Republic of Lithuania, the Organizer has the right to deduct personal income tax from the Interest and / or any other amounts payable to the Lender and pay it to the budget of the Republic of Lithuania.

11.5. If personal income tax, other contributions, taxes, or any other amounts were to be deducted from the Interest and / or any other amounts payable to the Lender, but for any reason this was not done, the Organizer has the right to unilaterally without prior notice on behalf of the Lender an instruction to UAB Elektroninių pinigų bitė to debit these amounts from the Electronic Money Account and transfer them to the budget of the Republic of Lithuania in accordance with the requirements of legal acts.

11.6. The Organizer undertakes to make every effort to provide timely information on the Portal about the amounts of money that have been deducted from the amounts payable to the Lender and paid to the budget of the Republic of Lithuania during the previous calendar year.

12. FINAL PROVISIONS

12.1. All communications between the Parties shall be made in writing. The Parties agree that notices sent to the other Party by e-mail or SMS to the mobile phone number provided by the Borrower to the Organizer in the User's self-service system or in a paper application shall be treated as written notices.

12.2. An e-mail received is considered 12 hours after it was sent.

12.3. A received message is considered an SMS message when 12 hours have elapsed since it was sent.

12.4. The received notification shall be considered as a registered letter when 5 (five) calendar days have elapsed after its sending.

12.5. Users agree that the Organizer will send messages by automatic electronic means of communication that do not require human intervention.

INFORMING THE INVESTOR (LENDER) REGARDING THE PROCESSING OF PERSONAL DATA

By clicking the check mark, I confirm that I have read that the data controller UAB Finansų bitė (the “**Organizer**”) will process my personal data in the Privacy Policy and under the conditions set out below, and I do not object to such processing of my personal data.

The organizer will process my personal data to the extent necessary for the purposes of concluding and executing the loan (consumer credit) agreement. For these purposes, the Organizer will receive, correct and otherwise process my personal data for the purposes of personal identification, verification of the correctness of personal data, conclusion, execution, control of the loan (consumer credit) agreement, protection and defense of the Organizer's rights and legitimate interests.

I am informed that the Organizer will process the following personal data: name, surname, personal identification code, identity document data, e-mail address, telephone number, account number and other information related to the listed data.

It is clear to me that by concluding a loan (consumer credit) agreement, the borrower will be able to see my initials. I am informed and do not object to the disclosure of these data to the parties to the loan (consumer credit) agreement.

I am informed that the Organizer will record telephone conversations between the parties, the records of which could be used to confirm the fact of concluding a loan (consumer credit) agreement and other related circumstances.

I am informed that I have the right to access my personal data and how it is processed after confirming my identity, ie to receive information from which sources and what personal data is collected, for what purpose they are processed, to whom it is provided, to request rectification, destruction of my personal data. personal data or suspend, except for storage, my personal data processing activities when the data is processed without complying with the provisions of the Law on Legal Protection of Personal Data of the Republic of Lithuania or other laws, do not consent to my personal data being processed for direct marketing purposes, I have the right to object that my personal data be processed for a legitimate interest pursued by the Organizer or a third party to whom my personal data is provided.

I am aware that without the consent to provide and allow the Organizer to process my personal data specified in this consent, the Organizer will not be able to provide services.

I am informed that I can exercise my rights by contacting the Organizer at investuok@finbee.lt.

I confirm that I have been properly informed about the use and processing of personal data and the certificate on the Portal is equivalent to my written confirmation.

PRIVACY POLICY

In this privacy policy, we, Finbee, provide information about how we process your personal data when you use our services. This privacy policy is an integral part of General Service Agreement of UAB Elektroninių pinigų bitė.

This post answers the following questions:

- (a) how we use your data;
- (b) to whom and when we provide your data;
- (c) how long we store your data;
- (d) what rights you have with respect to your data;
- (e) what else you should pay attention to.

If you have any questions or wish to exercise any of your rights specified in this policy, you may apply in the ways indicated on the website www.finbee.lt.

You can contact our Data Protection Officer by email. email: asmensduomenys@finbee.com.

1. HOW DO WE USE YOUR DATA?

1.1. In this section you will find the information below:

- (a) the categories of data we process;
- (b) in the case of data not received from you, information about the sources of such data;
- (c) the purposes for which we process your data;
- (d) the legal bases for the processing.

1.2. We process *information relating to the services provided to you under the Agreement* (" **Service Details** "). Service delivery data may include your name, unique ID in the system, personal identification number, date of birth, contact information, address, spouse details, workplace details and income, identity document details (and a copy of it), a photo, a live video transmission (direct video streaming), payment account details, nationality, public office, other data required by money laundering and terrorist financing prevention legislation.

1.3. We receive most of this data directly from you, but we can also obtain it from credit and other financial institutions or their divisions, personal document verification databases (such as Invalid Personal Data Databases and other international databases), credential verification registers (such as Notarial register of authorized credentials and other databases), persons managing joint debtors' files (for example, UAB "Creditinfo Lietuva" or UAB „Scorify“), SE Center of Registers (Department of the Population Register, the Real Property Register), international registers of sanctions, databases of persons participating in politics.

1.4. We process your service data so that we can provide you with services, to keep proper records of the provision of our services, and to properly comply with our obligations under our laws, including customer identification and verification responsibilities, and the prevention of money laundering and terrorist financing. and fulfilling the "know the customer" obligation. We process this data for the purpose of performing the agreement between you and us (or, at your request, taking action to enter into such an agreement), as well as for the purpose of fulfilling the obligations arising from the legal acts regulating our activities.

1.5. We process *information related to your activity* (" **activity data** "). Incapacity data include information on the person's (incapacity for work) and the date of registration of the incapacity for work received from the Register of Invalid and Limited Factors maintained by the State Enterprise Center of Registers. We process performance data to prevent illegal transactions and to protect your personal interests. We process this data for important public interest reasons.

1.6. We process *information related to any communication you send to us* (" **Communication Data** "). Communication data can include both the content of the correspondence, the call, and the metadata associated with such communication. In the case of correspondence, the website automatically creates metadata related to your communication, which is provided using the forms on the website. We process communication data to contact you,

as well as for accounting purposes. We process this data on the basis of a legitimate interest, namely, in order to properly administer our activities, ensure uniform and good quality consulting practices, and the resolution of conflict situations between you and our employees.

- 1.7. We process your personal data contained in this policy when it is necessary to make, enforce or defend legal claims, whether arising from judicial, administrative or other, non-judicial proceedings. For this purpose, we process your personal data on the basis of a legitimate interest, namely to protect and ensure the rights of us, you and others.
- 1.8. We process your personal data for the purpose of identifying and verifying you, concluding and executing contracts with you or taking action at your request, implementing the "know your customer" principle, continuous and periodic monitoring, risk assessment, updating your data to ensure fairness, possible money laundering and the prevention of terrorist financing, the prevention of fraud, the detection, investigation and reporting of potential such activities, the imposition of financial sanctions or political participation on you, the proper management of risk and organization, and other purposes set forth in this Privacy policy.
- 1.9. We may process your personal data covered by this policy when necessary to obtain or have insurance coverage, to manage risks or for professional advice. For this purpose, we process your personal data on the basis of a legitimate interest, namely to properly protect our activities from risks.
- 1.10. In addition to the specific purposes set out in this section of the policy, we may also process your personal data when it is necessary to fulfill our legal obligations and to protect the vital interests of you or other individuals.

2. TO WHOM AND WHEN DO WE PROVIDE YOUR DATA?

2.1. We may disclose your personal data to UAB "Finansų bitė", UAB "Finansų bitė verslui", to UAB „Elektroninių pinigų bitė“ and to any other company in our group (including both our subsidiaries and our controlling company and all its subsidiaries) to the extent necessary to achieve the objectives set out in this policy and in the agreement concluded with you.

2.2. We may disclose your personal data to our insurers and professional advisers to the extent necessary to obtain or have insurance coverage, manage risks, obtain professional advice, or make, enforce or defend legal claims, whether arising from judicial, administrative or other out-of-court procedures.

2.3. We may disclose your personal data to service providers seeking to perform audits and related consultations, monitoring of provided recommendations in regards internal audit plan, as well as in cases of unscheduled audits in order to ensure compliance of services and activities with legal requirements. 2.4. We may disclose your personal data to other service providers, including payment service intermediaries, for the purpose of providing specific services, to the extent necessary to provide such services (for example, website hosting providers, platform and server providers and maintainers, call centers, e-mail service providers as well as debt collection companies). Through subcontractors, we take all necessary measures to ensure that our data controllers have implemented appropriate organizational and technical security measures and maintain the confidentiality of personal data.

2.5. In case of breach of the agreement with us, your personal data will also be transferred to persons handling joint debtors' data files (for example, UAB "Creditinfo Lietuva" or UAB „Scorify“) in order to protect and defend our violated rights and legitimate interests. In this case, information related to the breach of a specific contract will be provided.

2.6. In addition to the specific cases of possible disclosure of your personal data specified in this section of the policy, we may also disclose your personal data when such disclosure is necessary to fulfill our legal obligations and when it is necessary to protect the vital interests of you or other individuals.

2.7. The persons specified in this Part may also be established outside the Republic of Lithuania, the European Union or the European Economic Area. In the event that we transfer your personal data to such persons, we will take all necessary legal measures to ensure that your right to privacy continues to be properly protected.

2.8. After receiving your consent, your personal data will be transferred to the data processor - the company Manu (UAB Sutelktinis finansavimas, to k. 304071752) for the purposes of developing the experimental model. Manu, acting as a processor of personal data managed by UAB "Finansų Bitė", has implemented appropriate and sufficient organizational

and technical measures for the protection of personal data and ensures a high level of information security. The data transmitted to Manu may include the following personal data provided in your application: name, surname, telephone number, e-mail, postal code, personal identification number, address; marital status, number of family members, number of family members under 18; party to the loan agreement; income; existing financial liabilities; education; area of work; duties; work status; work experience; type of income from work; additional sources of income; income sustainability; monthly income; additional monthly income; liabilities (total amount and breakdown by type of liability); probability of insolvency or risk category; information on how many times you have applied to credit institutions for a loan in the last month; the status of consent to verify the data submitted by the person; the method of signing the consent; the status of concluding the loan agreement (submitted / not submitted offer, reason for non-submission of the offer, concluded, not concluded); meta data: the time at which the information input field in the segment was started to be edited; the time at which the editing in the information input segment was completed; Peculiarities of information input field filling, pace, corrections during filling, corrections during refilling; the time after which the segment returns repeatedly; time spent returning to the peculiarities segment repeatedly; the segment from which to return to the current segment; number of screen swipes; screen swipe length; screen swipe speed; the number of screen touches in a segment; motion detection; the time period from when the segment window was opened until the "next"/"back" button was used to move to the next segment; the time interval between the opening of the segment and the start of the first edit. Detailed information on the processing of your personal data is also available on the Manu website at <http://www.manuanalytics.com>. If you have any questions regarding the transfer and processing of your personal data, you can contact My Data Protection Officer by e-mail, email dpo@manuanalytics.com.

2.9. Also, while having your consent, we can disclose your personal data to our partners, who will contact you and provide with an alternative loan offer.

3. HOW LONG DO WE STORE YOUR DATA?

3.1. We process your personal data for any purpose or purposes for no longer than is necessary for that particular purpose or purposes. In any way:

(a) *the data on the provision of services and uptime is* stored for a maximum of 10 (ten) years from the end of the business relationship with you. Communication data related to the business relationship shall be stored for a maximum of 5 (five) years from the end of the business relationship with you, unless the specified term is extended for a maximum of 2 (two) years by order of the competent authority.

(b) the *communication data shall be* stored for a maximum of 2 (two) months from the end of the communication.

3.2. Notwithstanding the terms set forth above in this section of the policy, we have the right to protect your personal data when such storage is necessary to fulfill our legal obligations and when it is necessary to protect the vital interests of you or other individuals.

4. YOUR RIGHTS

4.1. In this section of the policy, we provide you with an overview of your rights under data protection law. As the implementation of some rights is complicated, we present only the main aspects of them in this report. We invite you to familiarize yourself with the relevant legislation and the guidelines of the supervisory authorities so that you have full information about these rights.

4.2. Your main rights under data protection law are:

(a) the right of access;

(b) the right to request rectification of data (you can perform most of the actions related to this right by logging in to your account);

(c) the right to request the erasure of data;

(d) the right to restrict the processing;

- (e) the right to object to the processing;
- (f) the right to data portability;
- (g) the right to lodge a complaint with the supervisory authority;
- (h) the right to withdraw consent.

4.3. Right of access to data. You have the right to obtain confirmation from us or we process personal data relating to you, and, in the case of processing, you have the right to access the personal data processed and certain additional information. This additional information includes the purposes of the data processing, the categories of personal data, the recipients of the data. Unless this would violate the rights and freedoms of others, we will provide you with a copy of your personal data at your request. We will provide the first copy free of charge, but we may charge a reasonable fee for additional copies to cover administrative costs.

4.4. Right to request rectification of data. You have the right to request that your inaccurate personal data be corrected and, depending on the purposes of the processing, incomplete data be supplemented.

4.5. In certain cases, you have the right to request the deletion of your personal data. These situations include cases where: (i) personal data are no longer necessary for the purposes for which they were processed; (ii) you withdraw your consent and there is no other legal basis for processing the data; (iii) you do not consent to the processing of data in accordance with the provisions of applicable law ; (iv) the data are processed for the purpose of direct marketing; (v) the data is processed unlawfully. True, please note that in some cases you will not be able to exercise this right due to applicable exceptions. Such exceptions include cases where the data are necessary to: (i) exercise freedom of expression and information; (ii) comply with our legal obligations; (iii) make, enforce or defend legal claims.

4.6. In certain cases, you have the right to restrict the processing of data. These situations include cases where: (i) you dispute the accuracy of the data; (ii) the data is processed unlawfully, but you do not want it deleted; (iii) we no longer need personal data, but you need such data to make, enforce or defend legal claims; (iv) You objected to the processing of the data, on grounds of public interest or legitimate interests, pending an assessment of the merits of your objection. In the event of a restriction on the processing of your data, we will continue to protect your data, but will not further process it, except: (i) with your consent; (ii) make, enforce or defend legal claims; (iii) the protection of the rights of others; (iv) for overriding reasons relating to the public interest.

4.7. You have the right to object to the processing of personal data on the basis of your specific situation, in cases where we process your personal data for public interest purposes or on the basis of a legitimate interest of us or third parties. If you object to such processing of your personal data, we will no longer process your relevant personal data unless we can prove that such processing of your data is for compelling legitimate reasons which take precedence over your interests, rights and freedoms. Also, we will be able to further process such data to make, enforce or defend legal claims.

4.8. Right to data portability. To the extent that the legal basis for our processing is:

- (a) consent;
- (b) the performance of the contract or the performance of the action at your request prior to the conclusion of the contract, you have the right to receive your personal data in a structured, commonly used and computer-readable format. True, you will not be able to exercise this right if it will adversely affect the rights and freedoms of others.

4.9. In case you think that we violate data protection legislation by processing your personal data, you have the right to submit a complaint to the State Data Protection Inspectorate, whose registered office address is L. Sapiegos g. 17, LT-10312 Vilnius, <https://vdai.lrv.lt/lt/>.

4.10. This is the case where the legal basis for the processing is your consent, you have the right to withdraw your consent at any time. Withdrawal of consent will not affect the lawfulness of the processing of your data until the withdrawal.

4.11. In addition to the specific measures specified in this part of the policy or on the website, you may also exercise any of the rights mentioned in this part of the policy by contacting us in the manner indicated in the section on the website www.finbee.it or by contacting our data protection officer by e-mail. email: asmensduomenys@finbee.com.

5. PERSONAL DATA OF CHILDREN

5.1. Our services are intended for persons over 18 years of age.

5.2. Personal data of persons below the age specified in this paragraph shall be processed only with the consent of the holder of the child's parental responsibility.

5.3. If we have reasonable doubts that we process the data of a person who is younger than the age specified in this section without the consent of the holder of parental responsibility of the child, we will delete the data of such person from the databases.

6. DATA UPDATE

Please let us know if your personal information we process needs to be corrected or updated.

7. COOKIE POLICY

7.1. Cookies we use:

(a) Required cookies - used to ensure the proper functioning of the website, the security of users and their data, quality customer service, easy account creation;

(b) Functional Cookies - allows you to browse our website and use its features;

(c) Analytical Cookies - Used to identify and count visitors to the Website and to track how visitors navigate the Website. This helps us to improve the user experience of the website, analyze the use of the system and improve our services accordingly;

(d) Marketing cookies - used to monitor user behavior and optimize advertising companies accordingly;

7.2. Our service providers also use cookies, which may also be stored on your computer when you visit our website.

7.3. We use:

(a) Google Analytics cookies in order to track traffic to our website. The cookies used for this purpose help us to detect website malfunctions as well as to measure the bandwidth of the website. With Google Analytics privacy policy available [here](#);

(b) DoubleClick cookies in order to manage advertising impressions for our users. The use of cookies for this purpose helps us to separate users who use our services and to reduce or stop the display of advertisements to them.

With DoubleClick Privacy policy can be found [here](#);

(c) the Facebook cookies, to our management of impressions of our customers. The use of cookies for this purpose helps us to separate users who use our services and to reduce or stop the display of advertisements to them. The Facebook Privacy policy can be found [here](#);

(d) Google Tag Manager cookies in order to manage advertising cookies. The cookies used for this purpose help us to distribute advertisements to users properly. With Google Tag Manager Privacy policy can be found [here](#);

(e) FinBee.It cookies, in order to ensure the smooth and safe operation of your site and give you the ability to connect to your account, select the desired language of the site and so on. This cookie does not receive personal data from applications or otherwise;

7.4. Most web browsers allow users to refuse or delete cookies. The means to do this may vary depending on your browser and version. You can access up-to-date information on how to block or delete cookies on the websites of browser providers themselves, such as [Chrome](#) ; [Firefox](#) ; [Internet Explorer](#) ; [Safari](#) .

7.5. Cookie management:

- (a) Blocking cookies may adversely affect the use of many websites;
- (b) By blocking cookies, you will not be able to use all the features of our website.

8. AMENDMENTS TO THE NOTIFICATION

Any changes to this policy will be published on the website www.finbee.it and, in case of significant changes, we will inform you about them by e-mail.

WWW.FINBEE.LT PORTAL USE AGREEMENT

This **www.finbee.lt** portal usage agreement (hereinafter - the usage agreement) is concluded between:

UAB Finansų bitė, legal entity code 304051511, address Vilniaus st. 4-10, LT-01102 Vilnius, Republic of Lithuania, (hereinafter - the Organizer);

and

The User, who has concluded this User Agreement electronically, has confirmed that he / she has agreed to its terms and conditions and uses the **www.finbee.lt** portal (hereinafter - the User).

This User Agreement regulates the conditions of use of the Portal, legal relations between the Users of the Portal and its Organizer, as well as between the Users. All Users who visit the Portal and / or use the services provided on the Portal must comply with the rules set forth in the User Agreement.

1. GENERAL PROVISIONS

1.1. By registering on the Portal, visiting the Portal and / or using the information and / or services contained therein, and noting that he has read and agrees to the User Agreement, the User confirms that:

1.1.1. carefully read this User Agreement and the Privacy Policy of the Portal, understand them and voluntarily agree with them, undertake to comply with them and use the Portal in accordance with the procedure and conditions established in the User Agreement;

1.1.2. The data provided by the user about himself is correct, accurate and complete. When changing or filling in data about himself, the user must provide only correct information. The Organizer will perform its duties and exercise its rights under the presumption that the data provided by the User is complete and correct. Any losses resulting from the submission of incorrect data shall be borne by the User;

1.1.3. in the event of a change in the data or other relevant information provided during registration, will immediately change your profile data to be correct and relevant;

1.1.4. is a) an active natural person and has not been intoxicated with alcohol, narcotic drugs or psychotropic substances during registration on the Portal, or b) is a legal entity operating in accordance with the laws of the Republic of Lithuania;

1.1.5. agrees that the Organizer will process any personal data and / or other information provided by it and use it for the purposes of concluding and executing this User Agreement and the Loan Agreement and for other in the Information document and the Privacy Notice specified purposes;

1.1.6. understands that the provision of the Organizer's services is inseparable from UAB Elektroninių pinigų bitė, legal entity code 304473256, registered office address Vilniaus st. 4-10, LT-01102 Vilnius, operating in accordance with the Bank of Lithuania Regulations 2021. June 3. issued by electronic money institutions [license](#) No. 87, the provision of services to the User;

1.2. By using the Portal and / or the services of the Organizer in any way and form, the User unconditionally and irrevocably undertakes to comply with all the requirements set forth in the User Agreement. If the User does not agree to unconditionally and irrevocably assume and comply with all obligations set forth in this User Agreement, he / she loses the right to use the Portal and / or the Organizer's services.

1.3. Matters not covered in this User Agreement are governed by other rules, agreements or documents provided on the Portal. By using the Portal and / or the services of the Organizer in any way and form, the User unconditionally and irrevocably undertakes to comply with all the requirements set out in the said documents. If the User does not agree to unconditionally and irrevocably assume and comply with all obligations set forth in the documents, he loses the right to use the Portal and / or the Organizer's services.

1.4. The entire Portal, the Portal website and the intellectual property rights of their content belong to the Organizer. The User has no right to save, copy, modify, move, transmit or disclose the content of the pages of the Portal, except for his own personal use.

1.5. The Portal Organizer helps Users to borrow from each other. The portal acts as an intermediary between individuals who want to borrow from individuals and those who want to lend. The Portal and the Organizer are a party to the Loan Agreement, which is concluded between the Borrower and the Lender (a tripartite Loan Agreement is concluded).

1.6. Information about the Users is provided by the Users themselves (Users are responsible for providing correct and truthful information about themselves), therefore the Organizer administering the Portal is not responsible for the accuracy of this information, its accuracy and for any loss, damage or other loss that has occurred. whether it may be due to decisions made using the information provided on this Portal.

1.7. The Organizer does not provide a guarantee to the Users (Lenders) that the Loans will be repaid in accordance with the terms of the Loan Agreement. The Organizer seeks to make a reasonable assessment of credit risk and continuously improves the applicable Risk Model for the selection of Applications, but does not guarantee the quality of the Risk Model and does not accept losses incurred by Users if the Loan is not repaid. Consumers (Lenders) voluntarily assume credit risk by investing in Loans. Losses incurred by the Users (Lenders) shall be indemnified by the methods of securing the obligations specified in the Loan Agreements, if such possibilities are available.

1.8. In the event of a conflict between the terms of the Use Agreement and the Loan Agreement, the provisions of the Loan Agreement shall prevail.

2. DEFINITIONS

2.1. **Administration Fee** - the administration fee specified in the Special Conditions broken down for the entire term of the Loan, which the Borrower pays to the Organizer for the administration of the Loan under the Loan Agreement until the end of the Loan term, is included in the installment;

2.2. **Secondary Market Fee** - a fee paid by the Lender for the sale of the Loan Agreement to another Lender in the Secondary Market. The amount of the fee is indicated in the Service Fees on the Portal and may be changed unilaterally by the Organizer by informing the Users about it in advance.

2.3. **Auction** - a method of concluding a Loan Agreement between Portal Users, where the Loan Agreement is concluded between the Borrower who submitted the Application approved by the Organizer and initiated a specific auction, and the Lender (s) most likely to submit a Bid under the Auction Terms;

2.4. **General Terms and Conditions** - the general terms and **conditions** of the Loan Agreement together with any additions or amendments;

2.5. **Interest on arrears** - the amount of money that the Borrower must pay if it fails to perform or improperly performs the monetary obligations specified in the Agreement;

2.6. **Deposit account** - account for keeping customers funds No. LT967290099016897761, owned by UAB Elektroninių pinigų bitė, legal entity code 304473256, registered office address Vilnius st. 4-10, LT-01102 Vilnius, Republic of Lithuania, operating in accordance with the Bank of Lithuania Regulations 2021. June 3. issued by electronic money institutions [license](#) No. 87, Lithuanian branch of AS „Citadele banka“, legal entity code 304940934, address Upės st. 21-1, Vilnius, LT-08128, Republic of Lithuania;

2.7. **Electronic money account** - a personal virtual medium managed by UAB Elektroninių pinigų bitė in the system of each User's Portal, in which the User's funds (electronic money) are stored;

2.8. **Terms of Use Agreement** - the document that contains the portal conditions which necessarily must accept the person wishing to use www.finbee.lt portal and operator services. This User Agreement is intended to regulate the rules of use of the Portal and legal relations arising on the Portal and between the Organizer and Users. The Privacy Policy of the Portal is considered an integral part of the User Agreement:

2.9. **Permanent residence** - means any place where a natural person has the opportunity to live and which he establishes, maintains and uses;

2.10. **Organizer** - UAB Finansų bitė, legal entity code 304051511, registered office address Vilniaus st. 4-10, LT-01102 Vilnius, the Republic of Lithuania, entered in the public list of operators of peer to peer lending platforms maintained by the Bank of Lithuania;

2.11. **Interest** - the amount of money paid by the Borrower for the use of the Loan amount;

2.12. **Portal** - Organizer supervised and managed peer lending system operating at www.finbee.lt that users properly complete an application and received approval from the Organizer, participating in auctions can borrow from other users , or to invest in other consumer loans. The Organizer administers the activities of the Portal;

2.13. **Application** - an invitation submitted by the Borrower to submit an Offer for concluding a Loan Agreement, prepared in accordance with the form completed on the Borrower's Portal (based on the Consumer Credit Law and other legal requirements) and supported by written documents and User's personal data electronically approved by the Borrower and the Organizer;

2.14. **Seller** - a legal or natural person with whom the Borrower concludes a contract for the purchase of Goods and/or services, which, at the request of the Borrower, is financed with the funds of the Loan issued under the Loan Agreement;

2.15. **Loan or Loan Agreement** or Agreement - an **agreement concluded** through the Portal between the Borrower and the Lender (s) on the basis of which: the Lender grants a loan to the Borrower in accordance with the terms of the agreement and the Borrower undertakes to repay the received loan and pay all payments , Interest, etc.). Consumers are aware that all amendments and additions to the Loan Agreement made by mutual consent of the Consumers become an integral part of the Loan Agreement and are binding on the Parties to the Loan Agreement. The loan in this User Agreement is also considered a consumer credit, which is granted under the consumer credit agreement to meet the needs of the User (the Borrower) , his family or personal needs that are not related to the User's professional activities. Both the loan and the consumer agreement consist of the Special Conditions (Application approved by the Organizer, Lender's Offer, Borrower's acceptance, Loan repayment schedule) and the General Conditions;

2.16. **Borrower** - a natural person, a citizen and / or resident of the Republic of Lithuania at least 18 years of age, who has duly signed and submitted the Application through the Portal and whose application has been approved by the Portal for personal, family or household use;

2.17. **Loan Amount** - the amount of the Loan made available under the Loan Agreement and which the Borrower undertakes to repay to the Lender (s) and pay from it the Interest and other fees specified in the Loan Agreement (paid either from the Loan amount or from the amount lent by the Lenders according to the procedure specified in the Special Conditions such as Agreement Fee, Administration fee and so on);

2.18. **Service Fees - Fees** applicable to Users as defined on the Portal, including but not limited to the Agreement fee and Administration Fee;

2.19. **Right of Claim** - the Lender's right of claim (creditor's claim) to the Borrower under the Loan Agreement, the amount of which is specified in the Offer (Special Part) with all rights related to or arising from it;

2.20. **Risk Model** - the credit risk assessment model used by the Organizer and developed, statistics, data processing algorithms and other tools (specialist assessment, telephone conversation, SMS message, e-mail) by which the Organizer seeks to intelligently assess credit risk and on the basis of which the Organizer selects Applications and submit them to the Auction;

2.21. **Lender** - a duly identified User of the Portal , who submits Offers to the Borrowers and lends his / her funds to them in accordance with this User Agreement and other conditions established on the Portal;

2.22. **The amount lent by the Lenders** is the amount that was financed in the Auction of the Lender Portal according to the Borrower's Application and which was accepted by the Borrower. The amount lent by the Lenders consists of the amount specified in the Special Conditions: (i) the Loan amount or (ii) the Loan amount and the Agreement fee;

2.23. **Offer** - a document (offer) submitted by the Lender, by which he agrees to lend funds to the Borrower under the conditions specified in the Application. Upon acceptance of such Offer (s) by the Borrower, the Loan Agreement shall be concluded;

2.24. **Special Conditions** - the Application submitted by the Borrower and approved by the Organizer, the Lender's Offer, the Borrower's acceptance, the Loan repayment schedule;

2.25. **Linked consumer credit agreement** - Loan agreement, when the Loan is intended to finance a contract for the supply of specific goods or services clearly specified in the Loan Agreement;

2.26. **Agreement (Loan) Fee** - the Loan Agreement conclusion fee specified in the Special Conditions paid by the Borrower to the Organizer, including the Creditworthiness Assessment Fee. The Agreement Fee is calculated on the amount lent by the Lenders. The Agreement Fee is calculated as a percentage of the amount lent by the Lenders. The amount of the Agreement Fee is specified in the Special Conditions. The procedure for paying the Agreement Fee is specified in the Loan Payment Schedule. The Agreement Fee is deductible at the time of disbursement of the Loan, if so specified in the Special Conditions. The Agreement Fee may not be negative, ie if the Credit Rating Fee is subject to a discount, the amount of that discount minus the Agreement Fee may not be less than 0;

2.27. **Rules** - the Organizer's **Rules** for Creditworthiness Assessment and Responsible Lending of Borrowers, as amended and supplemented;

2.28. **User** - a member of the Portal who is either the Lender or the Borrower, who has agreed to this User Agreement, registered on the Portal in accordance with its terms and approved by the Organizer accordingly;

2.29. **User self-service system** - User's individual account, protected by a unique password (created by the Customer from the recommended combination of numbers and symbols) for the User to perform various actions on the Portal, ie submit Applications and Offers, lend money, conclude Loan Agreements, see the User's action history, receive Organizer's announcements, etc. ways to manage your account;

2.30. **VKJ** - the Law on Consumer Credit of the Republic of Lithuania.

3. OBLIGATIONS OF THE USER

3.1. The user undertakes to:

3.1.1. strictly follow the procedure established in the User Agreement;

3.1.2. not to violate the rights and legitimate interests of the Organizer and third parties;

3.1.3. not to provide false and (or) misleading data about oneself or other incorrect information on the Portal to the Organizer and (or) when communicating with other Users on the Portal;

3.1.4. not to spread computer viruses and (or) take other measures that could disrupt the work of the Portal, damage or destroy information and cause other damage to the Portal or the provision of the Organizer's services;

3.1.5. to observe and not violate the established and publicly recognized norms of conduct and morality, the rights of third parties and legitimate interests and the requirements of legal acts;

3.1.6. immediately inform the Organizer if it has become known that the data of his / her connection to the User's self-service system is used or may be used by third parties. The User shall be liable for damages and losses arising from the access of unauthorized persons to the User's self-service system, and the User understands that unauthorized persons may use such information to assume legally binding obligations on behalf of the User;

3.1.7. not to perform illegal actions on the Portal , to communicate with the Organizer and other Users in accordance with the generally accepted moral principles;

3.1.8. to keep secret the login details of the Portal (User's self-service system) and not to disclose them to third parties in any way. The User shall be liable for any loss, loss or damage caused by the fact that the login details of the Portal (User's self-service system) have become known to a third party and a legal relationship has been established for this reason. The User confirms that all transactions concluded through the User's self-service system will express the true will of the User and will be binding on the User in any case (including, but not limited to, cases where third parties may have entered into transactions on behalf of the User: lend and / or borrow money when users voluntarily attentive on a login information to a third part, and so on);

3.1.9. keep up-to-date information about yourself (including, but not limited to, name, contact information);

3.1.10. to change the login data of the Portal (User's self-service system) if there is a threat that these data may have become known to third parties;

3.1.11. not to collect contact information, e-mail addresses or other personal data about the Users of the Portal, except as far as the Loan Agreement is concerned;

3.1.12. not to try to contact Users outside the Portal in order to borrow or lend money;

3.1.13. not to advertise or promote other businesses, products or services on the Portal without the written consent of the Organizer.

3.2. The Organizer has the right to restrict the User's right to use the Portal, including the complete removal of the User from the Portal, and to take other actions deemed necessary by the Organizer, including but not limited to suspension or non-performance of his rights and obligations as Organizer. is necessary to ensure the unconditional functional operation of the Portal and / or the rights and obligations of other Users.

3.3. In all cases, the Organizer has the right to suspend the User's registration on the Portal and / or remove it from the Portal when:

3.3.1. The consumer fails to perform his / her duties and / or obligations, has provided or provides incorrect, false, false and / or incomplete information;

3.3.2. A consumer loan would run counter to the principles of responsible lending and good morals;

3.3.3. There is a reasonable suspicion that the User's activity is incompatible with the legal requirements.

3.4. In all cases when the Organizer is reasonably convinced that the User falsely provides information about himself and / or illegally uses data of a person not belonging to him, the Organizer reserves the right to report such situation to the responsible law enforcement authorities without separate notice to the User.

4. REGISTRATION ON THE PORTAL. USE OF THE PORTAL

4.1. A person wishing to use the Portal services must register. The registered person becomes a User of the Portal and has the right to freely invest and borrow, submit Offers and Applications.

4.2. During the initial registration, the User creates the User's login name and password.

4.3. The services provided by the Portal may be used only by those registered Users who have confirmed their acceptance of this Terms of Use, including the Privacy Policy , and have also confirmed their identity in accordance with the requirements established by law.

4.4. Each time the User wishes to perform actions on the Portal, he must log in in one of the following ways: 1) by entering his unique login name and password 2) by mobile signature 3) SMART-ID.

4.5. If the User electronically confirms that he agrees with the User Agreement, it is considered concluded. The Parties agree that for the user to perform actions, check the portal and agreeing to the Terms of Use Agreement, Loan Special Conditions, General Conditions, and check-Portal specify personal data (as confirmed by the user clicks on the "tick" or button and "agree", User ID, SMS statement, User's transfer to the Deposit Account with a special code, e-mails of the User or the Portal, or an audio recording of a telephone conversation, or an extract from the Portal about the User's actions in the User's self-service system on the Portal , as well as confirmation by signature or smart-ID) the Application, the Offer and the Acceptance on the basis of which the Loan Agreement, on the basis of which the Loan amount is transferred to the Borrowers of the Lenders, are treated as a document made in writing and have the same legal consequences as the document confirmed by the User's signature. on every sheet of it.

4.6. Registration portal , organizer of all messages for the user, sends the user-specified e-mail , SMS mobile phone number, residence address by registered mail , which is the Borrower to the Organizer user self-service, or paper applications that are comparable to writing reports. An e-mail received is considered 12 hours after it was sent. A received message is considered an SMS message when 12 hours have elapsed since it was sent. The received notification shall be considered as a registered letter when 5 (five) calendar days have elapsed after its sending. Users agree that the Organizer will send messages by automatic electronic means of communication that do not require human intervention.

5. USER IDENTIFICATION

5.1. A consumer who wishes to become a Borrower and / or Lender must in particular:

5.1.1. be identified in one of the ways required by the Organizer;

5.1.2. Fill in the customer identification form;

5.1.3. The borrower must make a transfer of 0.01 euros from their bank account;

5.1.4. The lender must link his account to his personal bank account by depositing funds from his bank account.

5.2. The User, having confirmed his / her identity, has the right to become the Borrower and / or the Lender and / or perform all other operations on the Portal.

5.3. The Organizer identifies Users by applying one of the following means of identification on a case-by-case basis:

5.3.1. physically by courier or upon the Borrower's arrival at the Organizer's premises;

5.3.2. by means of remote identification using: (i) a qualified e-mail address; signature; or (ii) electronic means allowing direct transmission of the image / photograph.

6. LOAN TERMS AND APPLICATION

6.1. The loan agreement is concluded during the Auctions taking place on the Portal. The User submits an Application that is approved by the Organizer. During the Auction, the Lender submits an Offer (Offer). After the Borrower accepts the Offer (Acceptance) and the Users agree with the General Terms and Conditions, the Loan Agreement is concluded. The essential terms are the Loan Amount, Interest and the Term of the Loan.

6.2. The User wishing to submit the Application must indicate the desired Loan amount and Loan term.

6.3. Requirements for the loan amount:

6.3.1. Loans through the Portal are granted and received in the currency specified in the Application. The Organizer has the right to decide in which currency the Loan is issued;

6.3.2. The Organizer has the right to recommend to the User to reduce the Loan amount. If the User does not reduce his / her specified Loan amount, the Organizer has the right not to approve the Application and not to allow the Auction to take place.

6.4. The User has the right to specify his / her desired Loan term, which may not be shorter and / or longer than the shortest and longest Loan terms approved at the time of filling in the Organizer's Application.

6.5. The borrower as the preliminary terms of the loan agreement sees www.finbee.lt in the spreadsheet when it fills in the fields.

6.6. The User who wishes to form the Application on the basis of this preliminary information must fill in the form on the Portal and indicate:

6.6.1. Personal information of the User (name, surname, name, address, contacts, other relevant information. If the User is married and intends to take a loan for family needs - also provides the data of the spouse);

6.6.2. The monthly income of the user and / or, upon request, his spouse;

6.6.3. The monthly financial obligations of the User and / or, upon request, his / her spouse;

6.6.4. to note that he / she has read the Portal Personal Data Processing Rules;

6.6.5. acceptance of the General Terms and Conditions, the Portal Use Agreement and General service agreement of UAB Elektroninių pinigų bitė.

6.7. After the user fills in the P application , the Organizer checks the data provided by him in the database of UAB Creditinfo Lietuva, Sodra and other available registers. If necessary, the Organizer may ask the User to provide a bank statement for the specified period or other additional data or documents.

6.8. After the User fills in the Application Form , the Borrower's creditworthiness assessment is performed. If the Borrower complies with the strict creditworthiness assessment rules, the Loan offer is submitted to it. Only then , if the Borrower agrees with the Loan offer, a unique Application is automatically generated by the Portal and the Auction is considered started. The formed Application shall be submitted to the Borrower to sign in a convenient manner - by a qualified electronic signature or physically by courier. If the Borrower fails to sign the Application and other documents, the Loan amount will not be paid.

6.9. Upon receipt of the Application, the Organizer evaluates it and has the right to:

6.9.1. to approve the Application and move it to the Auction section;

6.9.2. in cases where the borrower has not submitted a bank statement, and (or) when the information is not accurate, and (or) if the organizer wants to get additional information from the borrower, the Organizer has the right to contact the borrower the listed contacts and get the missing information or other income or financial liabilities related documents necessary to assess the creditworthiness of the customer and so on . The information contained in the bank statements is in no case disclosed to other Users, but is used only to verify the accuracy of the information provided by the User;

6.9.3. in cases where the Borrower has provided false or incomplete information with the Application and / or in other cases the Organizer may, at its discretion, request additional data and / or information or not approve the Application and not omit it to the Auction section;

6.9.4. in cases when according to the information provided by the Borrower the Organizer decides that the Loan amount and / or Interest and / or Loan term or other important information is changeable, there is an additional existing Application and the User is informed separately by phone and / or e-mail about this situation. The User has the right not to confirm the supplemented Application by phone and / or e-mail. In this case, the Organizer has the right not to approve the supplemented Application and not to place it in the Auction section.

6.10. Once the Application is approved by the Organizer, it is transferred to the Auction section for a period not exceeding 15 days (in exceptional cases, about which the Borrower is informed, the term may be extended). Lenders are not separately informed about the extension of the Auction term.

6.11. When the Loan is fully financed, the Auction is closed immediately and the Borrower is informed that he can already accept the Lenders' Offers.

6.12. If the Application is not fully funded within one hundred percent within 15 days, the Borrower is offered to accept a lower (financed) amount than indicated in the Application or to extend the Auction (but even after the extension of the Auction there is a possibility that the amount will not be financed) . If the Borrower does not agree - the Auction shall be deemed not to have taken place and shall not create a legal relationship between the Borrower, the Lender and / or the Organizer.

6.13. Lenders proposal (an offer) and borrowers consent (acceptance) is irrevocable and permanent, except in the use of Agreement , the General Conditions and other portals documents specified cases.

6.14. The Organizer cannot be considered guilty and / or in breach of its obligations if the Auction does not take place.

6.15. After placing the Application for the Auction and during it, the Organizer has the right to disclose information about the Borrower - place of residence, profession (occupation), amount of expenses, type of expenses, income, income type, assets, education, work experience and other relevant depersonalized information about the Loan. the Borrower or his / her spouse , who may be required by the Lenders to evaluate the Application in accordance with its terms and submit their Bids, but during the Auction the Organizer may not disclose the Borrower's name, personal identification number, exact address, including assignment.

6.16. During the Auction, each User has the opportunity to view the submitted Bids in real time.

6.17. During the Auction, the Lenders may submit Bids by determining the amount of the Loan offered, but may not offer a different Interest Rate or Loan Term than specified by the Borrower in the Application. The principal of the Loan offered by the Lender must be at least EUR 5. The principal part of the Loan offered by the Lender may not exceed the Loan amount set by the Borrower in a particular Auction or the maximum amount allowed for lending to one person specified in the Law on Consumer Credit of the Republic of Lithuania. The Auction will be won by those Lenders who are most likely to submit their Bid by the due date or acceptance of the Borrower, provided that the Borrower is jointly offered the full amount of the Loan (unless the Borrower agrees to accept a funded but less than specified in the Application, amount).

6.18. At the end of the Auction Term, the Borrower shall be notified of the funded Application and the Loan amount shall then be paid to it, unless the Borrower refuses the Loan.

6.19. Lenders and one Borrower Portal outstanding amount of consumer credit (loans) shall not exceed 500 euros.

6.20. The Lender may not offer to lend more than it has available funds in its Electronic Money Account. If the Lender confirms a specific amount of money to the Borrower during the Auction, the respective amount of his / her funds in the Electronic Money Account is reserved for this specific Loan. The lender can no longer withdraw the loan offered and the reserved amount.

6.21. The Lender, having submitted the Offer at the Auction, electronically confirms (by clicking the "I Agree" button) and thus submits a formal offer to conclude the Loan Agreement (offer). Offer valid until then, until it is in these conditions the procedure reject or approve the borrower.

6.22. The lender, after approving the proposal, can not offer new proposals from the reserved amount and (or) to transfer this amount to next bid, with the exception when the loan recipient refuses to enter into a loan agreement and / or Organizers cancel the bid/loan.

6.23. The Organizer cancels the reservation of the Lender's funds when: (i) the Auction does not take place, (ii) the Borrower does not accept the Bids or (iii) in other provided cases. In this case, the User is free to dispose of the previously reserved amount of funds in the Electronic Money Account.

6.24. While supervising the Auction, the Organizer has the right to restrict the User's Application and / or the Lender's Offer without prior notice. The Organizer also has the right to cancel (reject) the Borrower's Application or the Lender's Offer at any time (both during the completion of the Application and the Auction, etc.) if it becomes aware of new relevant information (it turns out that the Borrower has arrears transferred to bailiffs, Loans). the Borrower took out a loan elsewhere during the Auction and / or changed its creditworthiness assessment, the Lender 's questionnaire was restricted due to non - compliance with the requirements of the Republic of Lithuania Prevention of Money Laundering and Terrorist Financing or other legal acts.

7. CONCLUSION OF THE LOAN AGREEMENT

7.1. The Lender wishing to participate in the Auction must have previously been identified in accordance with the procedure established by the Organizer and have its own funds in the Electronic Money Account.

7.2. The Loan Agreement is entered into by Auction and is deemed to have been entered into automatically when the Borrower accepts the Offer (s) of the Lender (s).

7.3. The Organizer records and registers all Bids submitted in the Auction in chronological order. This order is determined by the time of the Portal.

7.4. The Auction is organized on a priority basis: ie the Auction is won by the Lenders who have submitted Bids first, provided that the Borrower will be offered the full amount of the Loan. In the cases specified in the Usage Agreement, the Borrower may accept a lower amount than indicated in the Application - ie when the full amount is not financed within the Auction term or the Borrower decides to enter into the Loan Agreement before the Auction ends.

7.5. The Organizer has the right to invest in the Loans of the Borrowers at the Auction, and in case of such investment, the Organizer is given priority - ie the Organizer's Offer is always first. The Organizer invests at least 12 percent of the Loan amount in each loan and ensures that all parts of the Loan amount granted to the Borrower by the Operator in accordance with the Loan Agreement during the term of the Loan constitute at least 12 percent of the outstanding Loan amount.

7.6. The Lender may not withdraw the offer after the moment of its signing.

7.7. The Auction shall be deemed not to have taken place if no Bids have been submitted for the entire Loan amount specified in the Application within 15 days from the beginning of the Auction. At the decision of the Organizer, the Auction may be extended indefinitely.

7.8. The borrower can express acceptance by phone, e-mail or SMS.

7.9. Upon completion of the Auction and the Borrower's acceptance of the Lenders' (s) bids, the Organizer shall: (i) assign a unique identification number to the Loan Agreement; (ii) forms the current Loan repayment schedule for the Borrower, (iii) transfers the Agreement Fee to the Organizer if so specified in in the Special Conditions; (iv) credits funds from the Lenders (Loan amount) to the Electronic Money Account in the Borrower's account and forms a payment from the Borrower's account to the bank account specified by the Borrower. If the Loan Agreement is concluded for the purpose of refinancing - the Organizer, having received the exact loan amounts from the Borrower in other companies from the Borrower, first makes orders directly to the companies that issued the loans and only then transfers the remaining Loan amount to the Borrower. The Loan Agreement and its annexes are placed in the Borrower's account on the Portal.

7.10. The Lender confirms that the Organizer has the right to credit the amount specified in the Offer from the funds in the Lender's Electronic Money Account to the Borrower's funds in the Electronic Money Account.

7.11. At the end of the Auction, Users will have the opportunity to find out the Loan repayment schedule, payment status, available balance and other relevant information in real time . Users will be able to be identified (and logged in to the Portal) by providing User Names and / or Codes in the order specified in Chapter 4.

8. PORTAL PAYMENT SYSTEM

8.1. The portal makes all payments and credits through the electronic money institution UAB Elektroninių pinigų bitė, where Consumer Electronic Money Accounts are opened. Funds are debited directly from one User and credited directly to another User (eg after the successful Auction from the Lender to the Borrower or by the Borrower returning the funds from the Borrower to the Lender). Cash is credited to the Organizer only if it is funds belonging to the Organizer (Agreement Fee, Administration Fee, Secondary Market Sales Tax paid by Lenders, etc.), which are specified in the General Service Agreement and / or for which The Consumer is informed in advance).

8.2. The Organizer credits and scans the funds according to the actions performed on the User Portal.

8.3. The Organizer is only an intermediary that ensures the execution of the User's functional instructions, not the adoption of specific decisions. Users make their own borrowing or lending decisions by expressing their will by performing appropriate actions on the Portal.

8.4. The Organizer is not responsible for the User's losses that have occurred due to improper decision-making by the User and / or false information provided by the Borrower, and / or in cases where the User has given and / or lost unique login data to the Portal, and / or in cases when due to the activities of a third party unrelated to the Organizer, functional credits and / or withdrawals of funds have been improperly performed in the event of a system breach.

8.5. The Organizer does not have ownership rights to the funds, which are the funds of the Users in the Electronic Money Account and for which no legal obligations have arisen under the valid Loan Agreements and this User Agreement.

8.6. All orders made in the Users' Electronic Money Account are recorded in the User's self-service system on the Portal.

8.7. The User undertakes to immediately notify the Organizer of the funds erroneously credited to the Electronic Money Account or transferred from the Electronic Money Account. If there are insufficient funds in the Electronic Money Account to debit the erroneous amounts, the User undertakes to return the funds erroneously credited to the Electronic Money Account within 3 working days from the date of the Organizer's request.

8.8. Users are responsible for providing the correct payment details - the correct payee, the correct user name, etc. when making a payment order. The Organizer is not responsible for incorrectly specified User data.

9. CONSUMER DEBT

9.1. The Organizer is not responsible for the User's default under the Loan Agreement, including late payment by the Borrower or the Lender.

9.2. The Lender and the Borrower agree and confirm that the Organizer may take over the Lenders' Claims in the cases provided for in this Use Agreement, the Loan Agreement and when necessary to ensure the performance of the Loan Agreement and debt collection, for the Organizer to perform all actions necessary to properly represent the Lender's interests and administer debt repayment. Automatic Assignment of the Lender's Right of Claim (with the right to assign to a third party) and automatic subrogation of the Organizer's Right of Claim occurs when the Organizer sends a notice to the Borrower about the termination of the Loan (consumer credit) agreement via e-mail in the Portal database. e-mail address, or the last known address of the Borrower's place of residence. Automatic assignment of the Right of Claim shall be considered as deferred payment and the Organizer will return to the Lender the rights of the Claim, which will be recovered during debt collection, after the Organizer has deducted the fees specified in the Service Fees, Terms of Use and General Terms. The Borrower confirms that the Lender's identity is not material to him.

9.3. The Lender confirms that the identity of the Borrower is not material to him.

9.4. The Organizer, having taken over the Right of Claim, acts as a prudent creditor and makes efforts to recover the debt, but is not liable to the Lender individually or jointly or severally with the Borrower as to whether and to what extent the debt will be recovered. The lender agrees and confirms this.

9.5. The Borrower has the right to apply to the Organizer in writing and the Organizer has the right to adjust the payment schedule in the cases and according to the procedure specified in the Loan Agreement.

9.6. The premium payment may be delayed only in cases of AIS , when a) the borrower proves that the contributions are not paid and necessary for their delay due to force majeure (*force majeure*), which is due to circumstances which he could not control, and intelligently predict the loan agreement at the time, and that it was unable to prevent the occurrence of those circumstances or their consequences ; (b) it is possible or mandatory due to statutory exceptions ; c) is agreed in advance between the Borrower, the Lender and the Organizer. The final decision on deferral of contributions is the exclusive right of the Organizer, but even taking into account all the circumstances, the Organizer has the right not to defer the payment of contributions (except in cases specified by mandatory legal norms). The Organizer reserves the right not to defer the payment of Loan installments to those Borrowers who are already late in paying such installments.

9.7. Obligations of the Borrower overdue upon receipt of funds from the Borrower shall be credited in accordance with the procedure established in the General Terms and Conditions.

10. PRICING

10.1. Fees applied by the credit institution selected by the User for the transfer of funds between the User's bank account and the account of the electronic money institution UAB Elektroninių pinigų bitė are covered by the User.

10.2. The User shall be notified in advance of any changes in the Service Fees by a separate notice.

10.3. All fees and other costs payable by the User (except those obligatory under the Loan Agreement and specified individually in the Special Conditions for the Borrower) are specified in the Service Fees valid on the Portal at that time. Users will be notified in advance of any changes in fees by a separate notice. The organizer has the right to unilaterally change the amount of such fees, introduce a new one or cancel / change the existing fee and the like.

10.4. The Borrower shall pay the Agreement Fee to the Organizer in accordance with the Service Fees valid at the time of concluding the Loan Agreement and the procedure specified in the Special Conditions and the Loan Repayment Schedule. The Agreement Fee is clearly and fully specified in the Special Conditions and the Borrower shall ensure that its amount has been duly informed and unequivocally agrees with it. The Agreement Fee is calculated from the amount lent by the Lenders. The Agreement Fee is calculated as a percentage of the amount lent by the Lenders. The amount of the Agreement Fee is specified in the Special Loan Terms. The Agreement Fee is paid in accordance with the procedure specified in the Loan repayment schedule. The Agreement Fee is deductible at the time of disbursement of the Loan if so specified in the Special Conditions. The Borrower pays the Administration Fee (which is spread over the entire term of the Loan) to the Organizer each month at the amount specified in the Special Conditions until the end of the Loan term. If a) The Borrower is late in paying the Loan installments and as a result the Loan Agreement is terminated and the court is sued, b) The Loan is repaid early, c) The Loan is refinanced - in which case the Borrower must pay the full Administration Fee for the remaining term immediately.

10.5. If the date of payment of the Loan Repayment installments and other payments paid by the Borrower coincides with an official holiday or public holiday, the day of payment shall be deemed to be the immediately following working day.

10.6. Users are informed in advance about a change in the Service Fees or other fees (Secondary Market Fee, issuance of certain certificates or extracts, etc.) by a separate notice.

11. USER (PERSONAL) DETAILS

11.1. The User guarantees that all data provided to the Organizer using the Portal services are correct and constantly updated.

11.2. The User who provided incorrect information shall be liable for damages incurred by the Organizer and / or other Users as a result of such information, including but not limited to cases where other Users enter into a Loan Agreement with the User who provided such incorrect information , assuming such information is accurate and correct.

11.3. The User agrees to the disclosure of the above depersonalized information on the Portal during the Auction when he fills in and confirms the Application.

11.4. The user is informed that:

11.4.1. In cases and in accordance with the procedure established by law, the Organizer has the right to receive the User's (personal) data from third parties to whom the User has not properly fulfilled his financial or property obligations, as well as from data controllers handling joint debtors' data files;

11.4.2. Borrower properly comply with their obligations under the loan agreement, the Organizer has the right, after proper notice to the borrower, the borrower delays to meet its obligations for at least 30 days in total, give the borrower's personal data UAB Creditinfo Lithuania, legal entity code 111689163, UAB „Scorify“, legal entity code 302423183, tel.: +370 676 48676, other controllers of joint debtors' data files and any other third parties with a legitimate interest;

11.4.3. The Organizer receives the User's data during his registration, identification, submission of the Applications and the Offer, investment, discussions and his entire stay as a User of the Portal.

11.5. It is clear to the Consumer and he understands that the Loan Agreement is concluded between the Organizer, the Borrower and the Lender.

11.6. The User undertakes not to disclose to any third party information received under the Loan Agreement, including but not limited to information about the other party to the Loan Agreement - personal data, Loan amount, Interest amount, Loan term, specific amount transferred by the Lender, the Borrower's inability to fulfill obligations, the loan payment schedule, the ongoing enforcement of the loan, etc. Confidential information may be disclosed only to professional lawyers (advocates) and / or in other cases prescribed by law. A person who violates this duty of confidentiality will be required to pay a penalty to the Injured Party, a Loan Penalty to the Organizer (which the Parties consider to be the minimum loss of the Organizer and Lenders) and compensation for all direct and indirect damages if not covered. This requirement does not apply to the Organizer.

11.7. The Lender and the Borrower shall not have the right to use the information on each other specified in clauses 11.4 and 11.6 to meet their other needs, including, but not limited to, the purpose of obtaining deferral or early repayment of a certain portion of the Loan, offering other services, etc.

12. ORGANIZER 'S BUSINESS CONTINUITY PLAN

12.1. The Business Continuity Plan sets out the procedures to be followed by the Organizer in the event of operational disruptions or other unforeseen, sudden events.

12.2. The Business continuity plan is hosted on the Portal and is freely available to all persons visiting the Portal.

13. LIMITATION OF THE ORGANIZER'S LIABILITY

13.1. The organizer is not responsible for:

13.1.1. The accuracy and reality of the data provided by the User to the Organizer and other Users;

13.1.2. Unlawful conduct of the User and / or breach of the User Agreement, non- performance of obligations and obligations under the Loan Agreement;

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

13.1.4. for losses, if it occurred due to *force majeure* circumstances, including due to acts or omissions of third parties, communication transmission, electronic data exchange and payment systems, failures or other circumstances beyond the control of the Organizer;

13.1.5. indirect losses;

13.1.6. Portal content and information entered by Portal Users.

13.2. Users enter into Loan Agreements on the Portal directly with other Users at their own will and risk, and they are personally parties to such agreements.

13.3. The Organizer is a party to the Loan Agreement in accordance with its terms.

13.4. Users assume the risk and responsibility of using the contract forms offered on the Portal and must notify the Organizer if they notice inaccuracies and discrepancies.

13.5. The Organizer is not responsible for the fulfillment of any obligations that may arise under the applicable legal acts for the Borrower and / or the Lender when concluding and / or executing the Loan Agreements through the Portal.

14. ASSIGNMENT OF THE RIGHT OF CLAIM

14.1. The User (Lender) has the right to transfer (sell) his Right of Claim (part of the Loan Agreement) to another User on the Portal in accordance with the procedure established in this Chapter in the Secondary Market. The User is free to dispose of his Right of Claim acquired under the Loan Agreement.

14.2. In order to transfer the Right of Claim, the User must mark the Right of Claim he wishes to transfer in the User's self-service system and approve the Offer (Offer) for the transfer of the Right of Claim.

14.3. The Consumer has the right to sell the Right of Claim at a higher , equal or lower price than the value of the Right of Claim. This amount will be considered the price that one User has to pay to another User for the Right of Claim.

14.4. The User's Offer (Offer) to transfer the Right of Claim is considered to be a public and binding offer to acquire the Right of Claim from the moment of its approval and the Offer may be accepted by other Users.

14.5. During the transfer of the right of claim, the Users have the right to get acquainted with the depersonalized above-mentioned information about the Borrower, however, the Organizer will not disclose the User's personal data during the transfer.

14.6. The Consumer has the right to acquire Claim Rights for the amount of the free amount of his available (non-reserved) funds in the Electronic Money Account.

14.7. In order to purchase a Claim Right, the User must select the desired Claim Right from the list on the Portal and click on the confirmation. After doing so, the User will have to confirm the terms of the Consent (Acceptance) and in this case he will become the owner of the Right of Claim.

14.8. The concluded Agreement on the transfer of the Right of Claim shall be executed by deducting the funds from the funds of the User who buys the Right of Claim and including the funds in the Electronic Money Account of the User who sells the Right of Claim.

14.9. As of the date of performance of the Assignment Right Transfer Agreement, the Claim Holder changes on the Portal and is entitled to all current and future payments and rights under the acquired Right of Claim.

14.10. The User who has acquired the Right of Claim shall become a party to the legal relationship with the Organizer and the Borrower to the extent that the User has sold the Right of Claim and acquires all the rights and obligations that the User had after selling the Right of Claim.

14.11. In the event that the Right of Claim is secured by a mortgage or other security, the Consumer who sells the Right of Claim shall transfer his rights to the security to the Consumer who purchases the Right of Claim.

14.12. The Borrower agrees that the Lender may transfer the Right of Claim to its creditors under the Loan or Consumer Agreement to another User.

15. AUTOMATIC INVESTMENT TOOL

15.1. The Automatic Investment Tool is a way for Lenders to pre-determine pre-lending (investment) parameters and, based on such pre-determination, to participate in Auctions, automatically invest in Applications and submit Bids. The user can change the settings of the automatic investment tool.

15.2. The Lender's Offer submitted by the Automatic Investment Tool shall be equated with the Offer submitted by the User personally and shall create the same rights and obligations as set forth in this User Agreement.

15.3. Users bear the risk and are responsible for the use of the automatic investment tool, the choice of parameters, the credit risk of the Applications in which they invest and the possible default.

16. PERSONAL INCOME TAX

16.1. When registering on the Portal, the Lender must indicate exactly which country is a permanent resident (resident), in accordance with the provisions of the Law on Personal Income Tax of the Republic of Lithuania, he is. The User is responsible for the correct presentation of such information.

16.2. The Lender, until the moment of his change of the State of Permanent Residence (before becoming a resident of another state for tax purposes), must inform the Organizer by updating his data by contacting the Organizer by e-mail or telephone.

16.3. If the Lender has not informed the Organizer about the change of his State of Permanent Residence (after becoming a resident of another state for tax purposes) within the time specified in this Agreement, the Organizer has the right to instruct UAB Elektroninių pinigų bitė to debit the Electronic Money Account to cover all tax liabilities due to the Lender's timely failure to notify the changed State of Permanent Residence, ie personal income tax, personal income tax interest, fines and / or any other tax and / or administrative obligations established in accordance with the applicable legislation and / or tax regulations of the Republic of Lithuania administrator requirements.

16.4. Pursuant to the provisions of the Law on Personal Income Tax of the Republic of Lithuania, the Organizer has the right to deduct personal income tax from the Interest and / or any other amounts payable to the Lender and pay it to the budget of the Republic of Lithuania.

16.5. If personal income tax, other contributions, taxes, or any other amounts were to be deducted from the Interest and / or any other amounts payable to the Lender, but for any reason this was not done, the Organizer has the right to unilaterally without prior notice on behalf of the Lender an instruction to UAB Elektroninių pinigų bitė to debit these amounts from the Electronic Money Account and transfer them to the budget of the Republic of Lithuania in accordance with the requirements of legal acts.

16.6. The Organizer undertakes to make every effort to provide timely information on the Portal about the amounts of money that have been deducted from the amounts payable to the Lender during the previous calendar year and paid to the budget of the Republic of Lithuania.

17. FINAL PROVISIONS

17.1. The Organizer has the right to unilaterally change this User Agreement and its individual provisions and notify about it by posting a new version of the User Agreement on the Portal . The Amendment to the User Agreement shall enter into force on the day of its publication on the Portal, unless another date of entry into force is specified, and shall be valid for all Users who use the Portal and for all transactions concluded through the Portal.

17.2. The User has the right to object to the changes and has the right to terminate this User Agreement. Such termination shall not affect his rights and obligations under the Loan Agreement (s) entered into through the Portal to which he is a party.

17.3. The user can email at any time. to terminate this User Agreement by post when its obligations and liabilities arising from the Loan Agreements concluded on the Portal with respect to other Users and the Organizer have been fully fulfilled and he does not intend to continue using the Portal.

17.4. The Organizer may terminate the User Agreement at any time if the User materially violates this User Agreement and / or in other cases, if such termination is necessary (without the User's fault). In this case, the Organizer may restrict the User's access to the Portal.

17.5. The User Agreement shall enter into force from the moment the User electronically confirms it by clicking on the Portal and is valid with all changes and additions until the full fulfillment of rights and obligations under the Loan Agreement and / or until the User uses the Portal.

17.6. The law of the Republic of Lithuania shall apply to this User Agreement.

17.7. All disputes between the Users and the Organizer are resolved through negotiations. If no amicable settlement is reached, the dispute shall be settled in the competent court of the Republic of Lithuania.

17.8. The rights and obligations of the Organizer and the Borrowers, which are regulated by the VKJ, are defined in the General Terms and Conditions.

17.9. The Parties agree and understand that the Organizer is considered a party to this Usage Agreement and the Loan Agreement on the basis that it performs the administration of the Portal and / or the Loan Agreement.

This version of the User Agreement enters into force in 2023. June 27.