

CROWDFUNDING PLATFORM "ROIX" TERMS OF USE AGREEMENT

This Terms of Use Agreement for the crowdfunding platform "ROIX" (the "**Platform**") (the "**Agreement**") is entered into by:

- (1) The operator of the crowdfunding platform, the provider of crowdfunding services, **UAB ROIX**, a company registered under the legal entity code 305328324, with its registered office at Naugarduko g. 3-401, Vilnius, Lithuania (the "**Operator**")
and
- (2) **You**, i.e., a user of the Platform who meets the conditions stipulated in this Agreement ("**You**" or the "**User**").

This Agreement establishes the terms and conditions of using the Platform and regulates the legal relationship between You and the Operator. Before starting to use the Platform, You are required to enter into this Agreement and confirm that:

- (1) You have thoroughly reviewed this Agreement and its provisions;
- (2) You understand the contents of this Agreement and the potential consequences;
- (3) You agree to the terms set forth in this Agreement regarding the use of the Platform.

If You do not agree with the terms of this Agreement, You will not be able to use the Platform and the services provided by the Operator.

Provisions different from those in this Agreement may be specified in documents published on the Platform and/or in separate agreements between You and the Operator. In such cases, the provisions set out in those documents shall be considered special provisions concerning this Agreement.

1. DEFINITIONS USED IN THE AGREEMENTS

1.1. Unless otherwise required by the context, the capitalized terms used in this Agreement shall have the following meanings:

- 1.1.1. **Financing Period** – the period during which the Loan Amount is intended to be collected for the financing of a Project;
- 1.1.2. **Investor** – a User who finances a Project published on the Platform with Crowdfunding Funds;
- 1.1.3. **Loss Absorption Capacity Simulation** – a simulation required by the Operator for Inexperienced Investors (Investors) to assess their ability to absorb losses, calculated as 10% of the net worth of Inexperienced Investors (Investors), as stipulated in the Operator-approved and Platform-published Crowdfunding Transaction Suitability Assessment and Loss Absorption Capacity Simulation Procedure;
- 1.1.4. **Payment Schedule** – a schedule according to which the Project Owner must repay the Loan Amount and pay Interest and/or other pre-agreed amounts payable under the Loan Agreement. The Payment Schedule is provided to the parties on the Platform;
- 1.1.5. **User** or **You** – a person who meets the conditions stipulated in this Agreement and enters into this Agreement to use the services of the Operator (i.e., to become an Investor or a Project Owner);
- 1.1.6. **Operator** – the operator of the crowdfunding platform "ROIX," the provider of crowdfunding services, UAB ROIX, a company registered under the legal entity code 305328324, with its registered office at Naugarduko g. 3-401, Vilnius, Lithuania;
- 1.1.7. **Project Application** – a public offer submitted by a Loan Recipient on the Platform to enter into a Loan Agreement under conditions pre-agreed with and approved by the Operator. The Project Application also details the Project conditions and presents the Project for investment by the Investor. It includes the Key Investment Information Document, which is provided to the Operator and verified by the Operator;
- 1.1.8. **Loan Agreement** – a crowdfunding transaction concluded between Investors (on whose behalf and in whose interest the Operator acts) and the Project Owner, under which the Investor provides Crowdfunding Funds for the implementation of the Project by the

Project Owner. The Loan Agreement consists of general and special conditions with all annexes, amendments, and/or supplements;

- 1.1.9. **Loan Amount** – the amount financed by Investors and provided as a loan to the Project Owner, which the Project Owner must repay under the terms of the Loan Agreement;
 - 1.1.10. **Interest** – the remuneration for the provided Loan Amount, calculated for each calendar day based on the actual remaining Loan Amount, assuming a year consists of 365 days and a month consists of the actual number of calendar days;
 - 1.1.11. **Service Fees** – the fees payable to the Operator for the services provided, as published on the Platform;
 - 1.1.12. **Platform** – the crowdfunding platform administered by the Operator, accessible at <https://invest.roix.it/>, through which Investors can provide Crowdfunding Funds to the Project Owner by financing their Project;
 - 1.1.13. **Suitability Test** – a test (questionnaire) designed to assess the knowledge and experience of a User (Investor) classified as an Inexperienced Investor (Investor) in the field of financing based on the type of transaction they intend to enter into, determining the suitability of the respective transaction for the Investor;
 - 1.1.14. **Project** – a business-related initiative (excluding consumer-related projects) prepared and published on the Platform, for which the Project Owner seeks to attract Crowdfunding Funds from Investors;
 - 1.1.15. **Project Owner** – a User who initiates and publishes a Project on the Platform to attract Crowdfunding Funds from Investors;
 - 1.1.16. **Regulation** – Regulation (EU) 2020/1503 of the European Parliament and the Council on European Crowdfunding Service Providers for business, amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937;
 - 1.1.17. **Payment Account** – a unique payment account opened with a specific payment service provider (partnered with and selected by the Operator) for the User to conduct transactions related to operations performed on the Platform;
 - 1.1.18. **Inexperienced Investor (Investor)** – an Investor who does not qualify as an Experienced Investor (Investor);
 - 1.1.19. **Experienced Investor (Investor)** – an Investor who meets the criteria set out in the Operator-approved and Platform-published Crowdfunding Transaction Suitability Assessment and Loss Absorption Capacity Simulation Procedure and has obtained confirmation from the Operator that they will be considered an Experienced Investor (Investor) following the procedure specified in the relevant rules;
 - 1.1.20. **Crowdfunding Funds** – funds provided by an Investor to a Project Owner through the Platform;
 - 1.1.21. **Agreement** – this Terms of Use Agreement of the Platform;
 - 1.1.22. **Parties** – the Operator and Users (Investors and Project Owners) collectively; **Party** – either the Operator or the User (Investor or Project Owner) individually;
 - 1.1.23. **Collateral** – a pledge, guarantee, surety, promissory note, or any other security measure ensuring the Project Owner's financial obligations to Investors under a Loan Agreement concluded with the assistance of the Platform.
- 1.2. Other terms used in this Agreement shall be understood as defined in the Regulation, other applicable legal acts, the Loan Agreement, and/or other documents published on the Platform or separately concluded between Users and the Operator.

2. REGISTRATION ON THE PLATFORM

- 2.1. In order to use the Platform and the crowdfunding services provided by the Operator, the User must register on the Platform. The following may register on the Platform:
 - 2.1.1. **a natural person** who is at least 18 years of age and is legally capable of entering into crowdfunding transactions on the Platform and assuming all civil rights and obligations arising from such transactions;

- 2.1.2. **a legal entity** represented by its director or other authorized representative. Such individuals must provide all necessary authorizations and/or resolutions required for the provision of Crowdfunding Funds, as established by applicable legal acts and/or the internal documents of the legal entity.
- 2.2. Two types of User registration are available on the Platform:
 - 2.2.1. a person seeking to provide Crowdfunding Funds through the Platform to a specific Project Owner may register as an **Investor**;
 - 2.2.2. a person seeking to finance their own Project by attracting Crowdfunding Funds from Investors may register as a **Project Owner**.
- 2.3. A User seeking to register and create an account on the Platform must submit all documents and information requested by the Operator, as well as review and accept the terms of this Agreement.
- 2.4. In order to use the Platform and the services provided by the Operator, the User must also have a Payment Account opened in their name, which is linked to the Platform during the registration process.
- 2.5. Before gaining the right to enter into Loan Agreements and to provide or attract Crowdfunding Funds via the Platform, as well as to use all other services provided by the Operator, Users must verify their identity and/or the identity of their beneficial owners in the manner permitted on the Platform.
- 2.6. Considering that the Operator is obligated to implement anti-money laundering and/or counter-terrorist financing measures as required by law, the Operator must verify the identity of each User (and their beneficial owners) before establishing a business relationship. To this end, Users undertake to promptly provide all requested information and/or documents necessary for the Operator to properly fulfill applicable anti-money laundering and counter-terrorist financing requirements. In each such case, the Operator determines the form, scope, method, and deadlines for submitting the information and/or documents.
- 2.7. If the User fails to properly verify their identity within one (1) month from the date of registration on the Platform, the Operator has the right to deactivate the User's account.
- 2.8. By entering into this Agreement, the User confirms that they understand the Operator has the right, at its sole discretion, to refuse to approve the User's registration or identity. The Operator also reserves the right to impose additional registration requirements or other operational restrictions on the Platform.
- 2.9. If the User is a natural person, they may use the Platform and enter into transactions only personally, i.e., not through representatives.
- 2.10. The User understands and confirms that all actions taken while logged into the Platform shall be deemed as valid consents and confirmations by the User, signed with an electronic signature, as defined in Article 5(1) of the Law on Electronic Identification and Trust Services for Electronic Transactions.
- 2.11. The Operator is under no obligation to verify whether the User has the right to finance a Project and/or make decisions regarding the raising of Crowdfunding Funds. The User assumes full responsibility for any actions performed in excess of their authority and for failing to update their information and/or authorizations.
- 2.12. The User is responsible for the accuracy and currency of the information, data, and documents they provide. If incorrect and/or inaccurate information is provided during the identity verification process or while using the Platform, and/or if such information is not updated in a timely manner, the User shall bear full liability for any losses incurred by the Operator and/or other parties as a result of such actions.

3. PROJECT PUBLICATION ON THE PLATFORM

- 3.1. In order to publish a Project on the Platform and receive funding for it, the User (Project Owner) must:
 - 3.1.1. **first**, contact the Operator regarding the Project to be financed;
 - 3.1.2. **second**, submit all documents and information requested by the Operator and enter into any additional agreements with the Operator;
 - 3.1.3. **third**, have a Payment Account opened in their name.

- 3.2. Upon collecting the initial information about the Project that the Project Owner seeks to finance, the Operator shall, in accordance with applicable laws and internal policies, conduct a reliability assessment of the respective Project Owner, which includes an evaluation of the Project Owner's reputation and creditworthiness, as well as an assessment of the Project itself.
- 3.3. During the evaluation of the Project Application, the Project Owner is required to:
 - 3.3.1. cooperate fully with the Operator; and
 - 3.3.2. provide, within a reasonable period set by the Operator, all additional requested information and/or documents necessary for the Operator to properly assess the Project, the related risks, and the reliability of the Project Owner (as well as of any third parties providing Collateral).
- 3.4. Only those Projects that, in accordance with the Project Owner reliability assessment rules approved by the Operator and/or other related documents and legal requirements, are deemed suitable for publication, may be published on the Platform administered by the Operator.
- 3.5. If, following the assessment of the Project Owner and the Project itself, it is determined that the Project does not meet the requirements set out in the Operator's approved rules or in other applicable documents or legislation, the Project shall not be published on the Platform. The refusal to publish a Project on the Platform does not entitle the Project Owner to claim damages or to request a review of the Operator's decision. Nor shall any fees paid to the Operator by the Project Owner for the evaluation of the Project Application or other services provided by the Operator under the applicable Service Fees be refunded.
- 3.6. If the Project and the Project Owner are deemed to meet the requirements of the Operator's approved rules and applicable legislation, the Operator and the Project Owner shall finalize the Project Application terms and enter into a written agreement for the publication of the Project on the Platform. This agreement shall outline all key financing terms, specify the fees payable to the Operator, and define any other conditions related to the publication of the Project.
- 3.7. The publication of a Project on the Platform does not constitute a guarantee by the Operator that the Project will be financed or that a Loan Agreement will be concluded with the Project Owner or that the Project Owner will receive the raised Crowdfunding Funds.
- 3.8. After entering into an agreement with the Operator regarding the publication of the Project on the Platform, the Project Owner has the right to withdraw the Project Application and cancel the Project only before the Project is published on the Platform. In such a case, the Project Owner must also pay the relevant fees to the Operator as specified in the Service Fees (if applicable).
- 3.9. Once a Project has been published on the Platform, the withdrawal of the Project Application and cancellation of the Project shall only be permitted with the written consent of the Operator.
- 3.10. In all cases, the following minimum information must be published together with the Project on the Platform:
 - 3.10.1. a description of the Project;
 - 3.10.2. the Key Investment Information Document, prepared and reviewed in accordance with the procedure approved by the Operator and published on the Platform;
 - 3.10.3. the main risks associated with the Project;
 - 3.10.4. the Financing Period (and its stages, if applicable);
 - 3.10.5. the target amount of Crowdfunding Funds to be raised;
 - 3.10.6. the amount of Crowdfunding Funds raised to date;
 - 3.10.7. the minimum investment amount per Investor (if applicable);
 - 3.10.8. other relevant information related to the Project.
- 3.11. In the event of successful Project financing, the raised Crowdfunding Funds shall be disbursed to the Project Owner only after the Project Owner has completed all actions specified in this Agreement and the concluded Loan Agreement (unless otherwise provided in the Loan Agreement).
- 3.12. If, during the Financing Period of the Project, circumstances arise that, in the opinion of the Operator, may negatively impact the reliability assessment of the Project Owner and/or the

implementation of the Project, the Operator reserves the right to unilaterally cancel the Project. Such actions by the Operator do not entitle the Project Owner to claim compensation for damages.

4. PROJECT FINANCING AND CONCLUSION OF THE LOAN AGREEMENT

- 4.1. In order to finance Projects published on the Platform, the User (Investor) must have a Payment Account opened in their name, which is linked to the Platform.
- 4.2. Prior to concluding a Loan Agreement for the first time, the Investor must independently complete the Suitability Test (unless the Investor is classified as an Experienced Investor):
 - 4.2.1. If the results of the Suitability Test are **negative** or if the Investor **refuses** to complete the Suitability Test and/or **fails** to provide all required information, the Operator shall **notify the Investor accordingly and additionally provide information on the risks associated with crowdfunding**;
 - 4.2.2. If, despite such information, the Investor proceeds to conclude a Loan Agreement, such action by the Investor shall be deemed confirmation that the aforementioned risks were understood and accepted by the Investor.
- 4.3. The Operator also requires Inexperienced Investors to simulate their ability to bear losses, calculated as 10% of their net worth, based on the following information:
 - 4.3.1. regular and general income, and whether such income is earned continuously or temporarily;
 - 4.3.2. assets, including financial investments and any cash deposits, excluding personal and investment-use property and pension funds;
 - 4.3.3. financial obligations, including ongoing, current, or future liabilities.
- 4.4. Additionally, prior to an Inexperienced Investor making an investment in a Project, and where such investment exceeds EUR 1,000 or 5% of that Investor's net worth (as calculated under Clause 4.3, whichever is higher), the Operator shall take the following steps:
 - 4.4.1. warn the respective Investor about the risks;
 - 4.4.2. request the Investor's explicit consent/confirmation to proceed with the investment;
 - 4.4.3. request explicit confirmation from the Investor that they understand the investment and its risks.
- 4.5. Before entering into a Loan Agreement, Users must familiarize themselves with all information made available by the Operator on the Platform (or otherwise), including details about the Operator, applicable costs, financial risks and fees (including the Service Fees), the criteria for Project selection, and the nature and risks of the crowdfunding services provided by the Operator.
- 4.6. An Investor who decides to provide Crowdfunding Funds for a Project and to enter into a Loan Agreement must specify and confirm the exact amount they intend to invest. A minimum investment amount may be set for the Project. If more Investors wish to conclude a Loan Agreement than is required for the Loan Amount, priority is given to the Investor who submitted their investment offer first.
- 4.7. Once an Investor has submitted a financing offer on the Platform under the terms of the Project Application (i.e., during the financing of the Project), such action is irrevocable, and the Investor loses the right to cancel the offer to provide funds for the Project without a separate written consent from the Operator, except in cases where the Investor is classified as an Inexperienced Investor. In such cases, the Investor is granted a four (4) calendar day pre-contractual reflection period during which they may withdraw their investment in the Project.
- 4.8. The Loan Agreement is a crowdfunding transaction concluded on the basis of a crowdfunding offer (as defined in the Regulation) on the Platform. The Loan Agreement is deemed concluded once the full Loan Amount (or a specific stage thereof) has been raised. Investors are informed via the Platform about the conclusion of the Loan Agreement and the disbursement of funds to the Project Owner. A copy of the signed Loan Agreement (or its special conditions) is sent to the Investors by email or made available in their personal accounts on the Platform.
- 4.9. The fulfillment of obligations arising from the Loan Agreements to the benefit of the Investors is secured by the Collateral provided by the Project Owner (or a third party), such as pledges (mortgages), guarantees, sureties, etc. The specific Collateral for a Loan Agreement is indicated in the published Project Application.

- 4.10. Interest payable to the Funder shall begin to accrue on the calendar day following the date on which the Project is successfully funded on the Platform, unless otherwise specified in the Loan Agreement. A Project shall be deemed successfully funded when the full Loan amount is collected and the 4-calendar-day pre-contractual reflection period has expired for all Non-experienced Investors who have financed the Loan amount.
- 4.11. The Loan Amount and Financing Period for each Project are determined individually and specified in the Project Application published on the Platform. If the intended Loan Amount is not raised within the Financing Period (except where financing occurs in stages), the following actions may be taken:
- 4.11.1. the Project is removed from the Platform, and the funds are returned to the Investors;
 - 4.11.2. by separate agreement between the Project Owner and the Operator, the Financing Period may be extended for a term not exceeding the original Financing Period;
 - 4.11.3. by separate agreement between the Project Owner and the Operator, the targeted amount of Crowdfunding Funds may be reduced. In such a case, only the funding target may be adjusted, while other financing terms specified in the Project Application remain unchanged.
- 4.12. Other terms and conditions related to the conclusion and implementation of the Loan Agreement are defined in the specific Loan Agreement.
- 4.13. By entering into this Agreement, the Investors authorize the Operator, without the need for a separate power of attorney (with the right to delegate), to act on their behalf and in their interests (as far as required for the conclusion and execution of Loan Agreements), to perform any actions and take any decisions (including, but not limited to, concluding Loan Agreements, representing in court proceedings, as needed for the conclusion, execution, enforcement or judicial recovery of the Loan Agreements).
- 4.14. The actions described in Clause 4.13 are performed by the Operator exclusively in the interests of the Investors. At the request of the Operator, the Investor undertakes to additionally issue a power of attorney in the form required by applicable laws to authorize such actions.
- 4.15. In order to efficiently manage payments related to the use of the Platform, Users grant the Operator the right to manage funds held in the Payment Accounts for the purpose of transferring (debiting) funds on behalf of the User to the Project Owner and/or transferring (debiting) funds from the Project Owner to the Investor and/or the Operator. In any case, such actions shall only be performed to the extent necessary in relation to transactions concluded on the Platform and/or for payment of service fees owed to the Operator. Upon request by the Operator, the User must promptly, and no later than within two (2) business days, issue a separate written document confirming that the Operator has the right to manage the funds in the User's Payment Account for the purposes and to the extent described in this Clause. It should be noted that the Operator is not authorized to provide payment services under Directive (EU) 2015/2366 and therefore engages a licensed payment service provider – a partner – to carry out all payments related to the Loan Agreement or this Agreement (including the allocation of funds received from the Project Owner to the Investors, and similar).
- 4.16. Notwithstanding the Operator's right referred to in Clause 4.15, You are obliged to personally initiate and perform all payments related to the use of the Platform and the transactions concluded therein (including payments to the Operator and other Users).

5. NON-PERFORMANCE OF FINANCING TRANSACTIONS

- 5.1. In the event the Project Owner fails to properly fulfill the concluded Loan Agreement, the Operator (or a third party authorized by the Operator), acting as the representative of the Investors, shall carry out the administration and enforcement actions related to the respective agreements, for which the fees set forth in the Service Fees may apply.
- 5.2. The debts of the Project Owner shall be recovered in accordance with the debt recovery procedure approved by the Operator.
- 5.3. Funds recovered from the Project Owner shall be used to satisfy the Investors' claims (after deducting the Operator's incurred expenses and the fees specified in the Service Fees, as well as expenses incurred by other parties acting for the benefit of the Investors).

6. FEES APPLICABLE TO PLATFORM USERS

- 6.1. Information on the fees applicable on the Platform is provided in the Service Fees published on the Platform.
- 6.2. By confirming this Agreement, the User also confirms that they have reviewed the Service Fees and undertakes to pay them in accordance with the established terms and procedures.
- 6.3. The Project Owner also undertakes to cover all fees related to the conclusion and performance of the Loan Agreement or any Collateral transactions, including payments for services provided by third parties (e.g., Collateral valuation, certification, registration, deregistration, amendment, etc.).
- 6.4. In the event of late payment of fees due to the Operator, default interest and/or compensatory interest as specified in the Service Fees may apply.
- 6.5. You are obliged to pay all fees due to the Operator personally and on your own initiative. However, by this Agreement, the User also grants the Operator the right and authorization to submit an instruction, on the User's behalf, to the payment service provider where the User's Payment Account is held, to transfer the fees specified in the Service Fees from the User's Payment Account to the Operator's account.
- 6.6. The Operator has the right to offset the fees due under the Service Fees from any funds transferred to or from the Operator by the User.
- 6.7. Users undertake to pay all taxes applicable to them in connection with income received under the concluded Loan Agreements, as well as any other applicable taxes, except in cases where the Operator is required to withhold and pay such taxes under the applicable laws of the Republic of Lithuania and/or the Regulation.

7. PROHIBITED ACTIVITIES ON THE PLATFORM

- 7.1. Platform Users are prohibited from:
 - 7.1.1. providing the Operator with incorrect, incomplete, or misleading information;
 - 7.1.2. failing to provide requested information or documents to the Operator, or failing to update such information in a timely manner;
 - 7.1.3. concluding this Agreement or a Loan Agreement in violation of legal requirements and/or the User's internal documents, powers of representation, or authorizations;
 - 7.1.4. entering into a Loan Agreement in breach of laws applicable to the User, concluded contracts, agreements, or court decisions;
 - 7.1.5. acting on the Platform on behalf of and/or for the benefit of third parties, or providing financial services to such parties;
 - 7.1.6. using the Platform and/or the Operator's services for any unlawful purposes (e.g., fraud, money laundering, unauthorized financial services provision, etc.);
 - 7.1.7. financing a Project by any means other than through the Platform;
 - 7.1.8. obtaining information about Projects through unauthorized methods;
 - 7.1.9. disclosing their Platform login credentials to any third party, or using login credentials of third parties;
 - 7.1.10. transmitting or entering into the Platform any data containing software viruses or any other code, files, or programs designed to disrupt, limit, or damage the functionality of the Platform or its infrastructure, software, servers, or communication equipment (including programs that automatically track, utilize, and/or save information provided or available on the Platform);
 - 7.1.11. affecting the operation of the Platform and/or its data in any manner by using additional systems not authorized by the Operator;
 - 7.1.12. promoting and/or advertising other identical or similar platforms or alternative sources of funding;
 - 7.1.13. otherwise violating this Agreement, the Loan Agreement, other agreements between the Parties, applicable laws, or by any action or omission causing damage or posing risks to the Operator, other Users, or third parties.

- 7.2. In the event the Operator suspects that a User is engaging in prohibited activities, the Operator may, at its sole discretion, take actions necessary to protect the interests of itself, other Users, or third parties, including but not limited to:
- 7.2.1. closing or restricting access to the User's account on the Platform;
 - 7.2.2. restricting the User's activity on the Platform and/or setting financing limits for Investors;
 - 7.2.3. refusing to publish a Project on the Platform and/or suspending or canceling the collection of Crowdfunding Funds for a Project;
 - 7.2.4. preventing the conclusion of Loan Agreements or terminating Loan Agreements entered into with the User;
 - 7.2.5. freezing any funds in Payment Accounts linked to the Platform;
 - 7.2.6. notifying competent authorities about the User's activities;
 - 7.2.7. terminating this Agreement without prior notice;
 - 7.2.8. taking other legal measures as provided in agreements between the Parties or applicable legislation.
- 7.3. Where possible, the Operator shall inform the User of the actions taken against them, unless legal requirements applicable to the Operator prevent such disclosure. In the latter case, the User shall not be entitled to claim any damages.
- 7.4. All intellectual property rights related to the Platform, its content, the Operator's website, and the trademarks used by the Operator are the exclusive property of the Operator. Content available on the Platform may not be copied, downloaded, stored, reproduced, or otherwise used without the Operator's separate written consent, except to the extent and only when such actions are necessary and directly related to the use of the services provided by the Operator.

8. LIABILITY OF THE PARTIES

- 8.1. If either Party breaches this Agreement, the respective Party shall compensate the other Party for any losses incurred as a result, including but not limited to paying all applicable penalties and/or other liquidated damages.
- 8.2. The Operator shall be liable only for direct losses incurred by the User as a result of a material breach of this Agreement caused by the Operator's intentional misconduct or gross negligence.
- 8.3. In all cases, the Operator shall only be liable for such direct losses that could have been reasonably foreseen at the time of the breach. The Operator shall not be and cannot be held liable or at fault for:
- 8.3.1. non-performance or improper performance of obligations and/or unlawful conduct by Users and/or other third parties;
 - 8.3.2. actions of Users exceeding the scope of their granted authorizations;
 - 8.3.3. the accuracy and correctness of information provided in Projects published on the Platform (as submitted by the Project Owner);
 - 8.3.4. the Project Owner's inability to fulfill the Loan Agreement;
 - 8.3.5. disruptions or improper performance of services provided by third parties (e.g., payment service providers, telecommunication service providers, etc.);
 - 8.3.6. any other actions and/or omissions beyond the effective control of the Operator.
- 8.4. Users acknowledge and agree that:
- 8.4.1. the Operator merely administers the Platform and acts as an intermediary between Investors and Project Owners. Users conclude Loan Agreements on the Platform directly with other Users, on their own will and risk, and personally become parties to such agreements;
 - 8.4.2. the Operator's activities do not and cannot be construed as including investment advice, financial intermediation, payment service provision, transaction execution advisory, obligation enforcement consulting, or any other services unrelated to crowdfunding and not specified in this Agreement;

- 8.4.3. the Operator assumes no responsibility for any income not earned or losses incurred by Users from using the Platform;
- 8.4.4. crowdfunding is not covered by the insurance protection provided under Directive 2014/49/EU or the Law on Deposit and Investor Insurance of the Republic of Lithuania;
- 8.4.5. Project financing involves elevated risks, and Investors' funds may be lost and/or may not generate the expected returns;
- 8.4.6. Users have reviewed the information published on the Platform regarding the risks associated with crowdfunding.

9. COMMUNICATION BETWEEN THE PARTIES

- 9.1. All communication, notices, and other information or documents related to this Agreement may be delivered by any of the following methods:
 - 9.1.1. through User accounts registered on the Platform (in which case correspondence is considered received one business day after being made available on the Platform);
 - 9.1.2. by email (in which case correspondence is considered received one business day after sending);
 - 9.1.3. by courier or registered mail (in which case correspondence is considered received three business days after dispatch).
- 9.2. Users must immediately, but no later than within one business day, inform the Operator of any changes to their contact details and update such details in their Platform account. Failure to provide timely notice and/or update information releases the Operator from any liability.
- 9.3. Project Owners are prohibited from contacting Investors in order to provide any information about the Project not published on the Platform and/or to obtain financing from them outside of the Platform. Such actions may be deemed unlawful and may result in legal consequences (e.g., removal of the Project from the Platform, obligation to pay applicable fees, compensation for damages, etc.).
- 9.4. The Operator, in accordance with its legal obligations, also undertakes to store and record all information related to services and transactions on a durable medium for at least five years (including all agreements between the Operator and Users). The Operator shall also ensure that Users may access the records of services provided to them at any time.

10. AMENDMENTS TO THE AGREEMENT

- 10.1. The Operator has the right to unilaterally amend and/or supplement this Agreement and its annexes by notifying Users in the manner set out in this Agreement. The new version of the Agreement shall be published on the Platform and shall come into effect on the date specified by the Operator.
- 10.2. The Operator has the right to unilaterally amend the Service Fees by notifying Users in the manner set out in this Agreement at least 14 calendar days before the changes take effect.
- 10.3. The Operator must inform Users about any other changes to applicable terms no later than the effective date of such changes.
- 10.4. Continued use of the Platform after the Agreement or any of its provisions, annexes, or Service Fees have been amended shall constitute the User's acceptance of such changes.
- 10.5. The User has the right to disagree with the amendments to the Agreement, its annexes, or the Service Fees. In such case, the User may terminate this Agreement (and cease to be a User) by notifying the Operator via email or by deregistering from the Platform. Such termination shall not affect the User's rights and obligations under this Agreement, its annexes, and the Service Fees with respect to Loan Agreements concluded before the termination, nor obligations to pay any fees that became due prior to the termination.
- 10.6. The User agrees and understands that the Operator has the right to transfer the administration of the Platform to another crowdfunding service provider that is authorized to operate a crowdfunding platform under the Regulation. In such case, the new operator shall assume all rights and obligations of the Operator under this Agreement and any other agreements concluded between the User and the Operator. The Operator shall inform the User in advance in writing and/or by

publishing notice on the Platform. In any case, all User rights and obligations arising from this Agreement and/or other agreements with the Operator shall remain unchanged.

11. TERMINATION OF THE AGREEMENT

- 11.1. Users have the right to terminate this Agreement at any time by deregistering from the Platform or by notifying the Operator, provided that:
 - 11.1.1. at the time of termination, the User has no active Loan Agreements and no rights or obligations related to previously concluded Loan Agreements;
 - 11.1.2. at the time of termination, the User is not participating in the financing of a new Project (e.g., is not committed to providing Crowdfunding Funds for a published Project);
 - 11.1.3. at the time of termination, the User has fully settled all fees due to the Operator under the Service Fees and has no other outstanding obligations to the Operator or third parties related to the use of the Platform;
 - 11.1.4. at the time of termination, the User is not a Project Owner of a Project published on the Platform.
- 11.2. the Operator may terminate this Agreement without prior notice if:
 - 11.2.1. the User has engaged in any of the prohibited actions set out in Clause 7.1 of this Agreement;
 - 11.2.2. the User commits a material breach of this Agreement;
 - 11.2.3. in other cases provided for in this Agreement.
- 11.3. Upon termination of this Agreement, the User's Platform account shall be deleted. Data about the User and any Loan Agreements concluded by the User shall be retained in accordance with the Operator's published privacy policy and applicable legal requirements.
- 11.4. In the event of the liquidation or bankruptcy of the Operator, Loan Agreements shall remain in force and shall be executed by the parties as if the Operator were not involved.

12. Final Provisions

- 12.1. Each Party confirms that it has all the necessary authorizations, permits, and licenses under applicable law to enter into and perform this Agreement.
- 12.2. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect, unless the invalid provision was essential to this Agreement.
- 12.3. The annexes to this Agreement, as well as any additional agreements or documents published on the Platform and/or concluded between Users and the Operator, may establish separate conditions for using the Platform and/or special rights, obligations, and responsibilities for the parties.
- 12.4. In the event of a conflict between the provisions of this Agreement and those set out in other agreements or documents published on the Platform or concluded between the Users and the Operator, the provisions of such agreements or documents shall prevail and shall be considered special provisions in relation to this Agreement.
- 12.5. Users may not assign their rights and/or obligations arising from this Agreement or any concluded Loan Agreements to third parties without the prior written consent of the Operator.
- 12.6. User complaints shall be handled in accordance with the complaints handling policy approved and published by the Operator on the Platform.
- 12.7. This Agreement shall be governed by the laws of the Republic of Lithuania (and, where applicable, the provisions of the Regulation). All disputes between You and the Operator shall be resolved through negotiation, and if no agreement is reached, the dispute shall be settled in the competent court of the Republic of Lithuania based on the registered office of the Operator.
- 12.8. If the Agreement, Service Fees (or any other document published on the Platform) is available in both Lithuanian and a foreign language, the Lithuanian version shall always prevail.