Information updated: 20/03/2025

RULES FOR THE USE OF THE PLATFORM (09.1PP)

1. GENERAL PROVISIONS

1.1. Rules for the Use of the Platform of Paysera LT, UAB (hereinafter referred to as the Rules) apply when using the Platform to borrow from one another and to electronically conclude a Consumer Credit Agreement. The Platform acts as an intermediary between persons who wish to borrow (Consumer Credit Recipients) and persons who wish to lend (Consumer Credit Providers).

1.2. By using the Platform, you confirm that you have read these Rules and agree to unconditionally and irrevocably comply with all obligations specified in these Rules. If a User does not agree to assume and comply with all obligations established in these Rules, the User is not entitled to use the Platform.

1.3. The following terms and definitions are used in these Rules:

1.3.1. **Personal data** – any information collected by the Operator about a Consumer Credit Recipient or their representative, and/or their beneficiary (natural person), and/or a Consumer Credit Provider, as defined in Article 4(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

1.3.2. **Administration fee** – the administration fee specified in the Special Conditions to the Consumer Credit Agreement, allocated over the entire consumer credit repayment term, which the Consumer Credit Recipient pays to the Operator for the administration of the consumer credit under the Consumer Credit Agreement until the end of the term, and which is included in the monthly instalment;

1.3.3. **General conditions** – the General Conditions to the Consumer Credit Agreement together with all supplements or amendments;

1.3.4. **Late fees** – the amount of money that the Consumer Credit Recipient must pay if they fail to fulfil or improperly fulfil the monetary obligations specified in the Consumer Credit Agreement.

1.3.5. **Consumer Credit Provider** – a properly identified Platform User who offers to invests in the Consumer Credit Recipient’s consumer credit, in accordance with these Rules and other conditions established on the Platform;

1.3.6. **Invitation** – once the Operator has approved the Consumer Credit Recipient’s application for a consumer credit, the Operator generates and publishes on the Platform an invitation to invest in the Consumer Credit Recipient’s credit, which is considered the Consumer Credit

Recipient’s invitation to the Consumer Credit Providers;

1.3.7. **User** – a Platform user who is either a Consumer Credit Provider or a Consumer Credit Recipient, has agreed to these Rules, registered on the Platform in accordance with their terms, and has been duly approved by the Operator;

1.3.8. **Operator** – the company administering and supervising the Platform, Paysera LT, UAB, company code 300060819, registered address Pilaitės pr. 16, LT-04352 Vilnius;

1.3.9. **Interest** – the amount of money that the Consumer Credit Recipient pays for the use of the consumer credit amount;

1.3.10. **Application** – the form completed by the Consumer Credit Recipient on the Platform (in accordance with the requirements of the Law on Consumer Credit of the Republic of Lithuania and other applicable laws), supported by written documents and the User’s personal data, and electronically confirmed by both the Consumer Credit Recipient and the Operator;

1.3.11. **Profile** – the result of a User’s registration on the Platform, which creates a personal User profile that stores their personal data. The User’s profile is password-protected and is intended for the User to perform actions on the Platform, such as submitting application(s) for consumer credit, investing in consumer credits, concluding Consumer Credit Agreement(s), viewing the history of their actions, receiving notifications from the Operator, and/or managing their User profile in other ways;

1.3.12. **Services** – include the Peer-to-Peer Lending Platform services provided to Users by the Operator, as well as any and all actions a User may perform on the Platform, including, but not limited to, the technical and organisational means enabling the parties to a Peer-to-Peer loan to conclude a Consumer Credit Agreement, and the collection of funds from investors and the disbursement of payments to Consumer Credit Providers;

1.3.13. **Service fees** – the fees applicable to Users, as defined on the Platform;

1.3.14. **Platform** – the Peer-to-Peer Lending website bank.paysera.com administered by the Operator, where Users can register, submit an application for consumer credit, or provide funds based on a submitted Application;

1.3.15. **Risk mode** – the credit risk assessment model used and/or developed by the Operator, including statistical data, data-processing algorithms, and other tools (such as expert evaluation, phone interviews, SMS messages, emails), through which the Operator seeks to reasonably assess credit risk and, on this basis, selects Consumer Credit Applications and presents them to Consumer Credit Providers;

1.3.16. **Claim right** – the Consumer Credit Provider’s right to claim (credit claim) against the Consumer Credit Recipient under the Consumer Credit Agreement, the amount of which is specified in the Special Conditions, together with all associated or arising rights;

1.3.17. **Account** – a special-purpose transit account administered under the Operator’s instructions, into which funding amounts are transferred and from which payments are disbursed to Consumer Credit Providers. For Users, it is the account opened and used on their behalf when logging into bank.paysera.com;

1.3.18. **Agreement conclusion fee** – the fee specified in the Special Conditions to the Consumer Credit Agreement, paid by the Consumer Credit Recipient to the Operator, covering the submission of the Application on the Platform and the creditworthiness assessment fee. The

Agreement conclusion fee is indicated in the Repayment Schedule of the Special Conditions to the Consumer Credit Agreement, expressed as a percentage, and calculated based on the consumer credit amount;

1.3.19. **Rules** – a mandatory legal document establishing the general terms and conditions of Platform use, as well as the rights, duties, and responsibilities of the Operator and Users when Users use the Platform with the intention of providing funding to Consumer Credit Recipients (i.e. intending to become Consumer Credit Providers);

1.3.20. **Consumer Credit Recipient** – a natural person, at least 18 years of age, a citizen and/or resident of the Republic of Lithuania, who has properly signed and submitted an Application through the Platform, whose Application has been approved by the Platform, and who enters into the Agreement for personal purposes;

1.3.21. **Amount invested by Consumer Credit Providers** – the amount that has been invested on the Platform according to the Consumer Credit Recipient's Application and which the Consumer Credit Recipient has accepted. The amount lent by the Consumer Credit Provider consists of the consumer credit amount, the administration fee of the Consumer Credit Agreement, the intermediation fee of the Consumer Credit Agreement, and any other applicable fees that must be specified in the Special Conditions of the concluded Consumer Credit Agreement;

1.3.22. **Consumer credit amount** – the loaned (invested) amount made available under the Consumer Credit Agreement, which the Consumer Credit Recipient undertakes to repay to the Consumer Credit Provider(s) and on which they pay interest and other fees specified in the Special Conditions to the Consumer Credit Agreement (payable either on the borrowed amount or on the amount lent by the Consumer Credit Providers, such as the administration fee and any others specified in the Special Conditions to the Consumer Credit Agreement);

1.3.23. **Consumer Credit Agreement** – an agreement concluded through the Platform between a Consumer Credit Recipient and one or more Consumer Credit Providers, under which the Consumer Credit Provider grants a consumer credit to the Consumer Credit Recipient in accordance with the General and Special Conditions, and the Consumer Credit Recipient undertakes to repay the credit received and pay all associated fees. Users acknowledge that any amendments and annexes mutually agreed upon become an integral part of the Consumer Credit Agreement and are binding on the Parties. In these Rules, a consumer credit is also considered a credit granted under the Consumer Credit Agreement to meet the personal or family needs of the User (Consumer Credit Recipient), unrelated to the User's professional activity. The Consumer Credit Agreement consists of the Special Conditions (the Application approved by the Operator, the Consumer Credit Provider's offer, the Consumer Credit Recipient's acceptance, the credit Repayment Schedule, etc.) and the General Conditions;

1.3.24. **LCC** – The Law on Consumer Credit of the Republic of Lithuania;

1.3.25. Other terms used in these Rules, but not defined above, shall be understood as defined in the Law on Consumer Credit of the Republic of Lithuania and in other legal acts of the Republic of Lithuania regulating the provision of financial services and the activities of financial institutions, if the Peer-to-Peer Lending Platform Operator is a financial institution.

1.4. The Services provided by the Operator offer Users only the technical and organisational means to submit Applications and the ability, under the terms and conditions specified in these Rules, to conclude Consumer Credit Agreements and provide investments. The parties to a Consumer Credit Agreement

act independently, of their own will and at their own risk, and the Operator does not directly participate in the legal relationship between the parties to the Consumer Credit Agreement, nor does it provide any guarantees to the parties (including, but not limited to) that:

1.4.1. Consumer Credit Recipients will duly fulfil their obligations to Consumer Credit Providers under the Consumer Credit Agreements; and/or

1.4.2. Once an Invitation is published on the Platform, the required peer-to-peer funding amount will be collected within the specified term and/or all conditions necessary for concluding the Consumer Credit Agreement will be met.

1.5. The Operator seeks to reasonably assess credit risk and continually improves the applied Consumer Credit Recipient rating model; however, it in no way assumes responsibility for any losses incurred by the Consumer Credit Provider if the funds provided for the consumer credit, the expected interest, and/or other amounts are not repaid. By providing funds to a Consumer Credit Recipient, the Consumer Credit Provider assumes the risks associated with such an investment, including the risk of not receiving a return on the investment or losing all the funds lent.

1.6. The Operator processes the Personal Data of Users, their representatives, or the Users' beneficial owners in accordance with its, Platformos aplinkoje. The Privacy Policy contains important provisions of these Rules; therefore, Users are advised to read it carefully and ensure that all of its terms are clear and acceptable to them within the Platform environment.

1.7. These Rules have been prepared in accordance with the Law on Consumer Credit of the Republic of Lithuania and other laws of the Republic of Lithuania regulating the provision of consumer credit and the activities of financial institutions. If any provision of these Rules contradicts the laws of the Republic of Lithuania or becomes wholly or partially invalid for any reason, such circumstance shall not affect the validity of the remaining provisions of the Rules. In cases where a provision of the Rules conflicts with the laws of the Republic of Lithuania, the relevant provisions of the laws of the Republic of Lithuania shall apply directly until the invalid provision of the Rules is amended.

1.8. The Operator reserves the right to amend, modify, or supplement these Rules at any time. The User shall be informed of any changes to the Rules via the Platform. The amendments to the Rules shall take effect from the moment they are approved and published on the Platform. If, after the publication of the amended Rules, the User continues to use the Platform in any manner, it shall be deemed that the User agrees to all such amendments.

2. INFORMATION ABOUT THE PLATFORM

2.1. The Platform provides the possibility to carry out Peer-to-Peer Lending activities, i.e. to enable the Consumer Credit Recipient to submit an Application which, once approved, invites Consumer Credit Providers to invest in the consumer credit.

2.2. The Operator is included in the Public List of Consumer Credit Providers maintained by the Bank of Lithuania.

2.3. The Operator administers the Platform and provides the following Services to the Users:

2.3.1. Provides the possibility to submit Applications for one or more consumer credits and ensures the completeness, accuracy, and clarity of the information and data, including verification of the submitted data in databases and their expert evaluation;

2.3.2. Provides the possibility for the Consumer Credit Provider to provide funds to the Consumer Credit Recipient through the Platform and to conclude one or more Consumer Credit Agreements;

2.3.3. Collects invested funds from the Consumer Credit Providers and disburses them to the Consumer Credit Recipients;

2.3.4. Carries out the assessment of the Consumer Credit Recipients' creditworthiness in accordance with the Operator's approved Consumer Credit Recipients' Creditworthiness Assessment Rules;

2.3.5. Administers the Claim rights (including debt recovery processes) and exercises other creditor rights;

2.3.6. Performs other functions specified in these Rules, the Law on Consumer Credit of the Republic of Lithuania, and other applicable legal acts.

3. USER REGISTRATION ON THE PLATFORM

3.1. To become a User of the Platform, a person must conclude a General Payment Services Agreement with the Operator for the Account used for payments and other financial transactions, complete an additional electronic registration form on the Platform, confirm that they have read the Rules for the Use of the Platform, and consent to the processing of Personal Data.

3.2. A confirmed registration as a Platform User grants the right to lend and borrow, as well as to submit offers and Applications.

3.3. The following persons may register on the Platform and become its Users:

3.3.1. A natural person who is at least 18 years old and capable of entering into financial transactions on the Platform, assuming all civil rights and obligations arising from them;

3.3.2. Only a person who has opened an account under the conditions specified in section 3.1, which will be used for payments, registering payment transactions, and performing other financial operations.

3.4. The result of a person's registration on the Platform is the creation of their personal Profile on the Platform.

3.5. A User is granted the right to use their Profile and the Services only after proper identification (verification of identity). The User's identity is determined in accordance with the Operator's rules for verifying the identity of Clients and beneficiaries.

3.6. On the Platform, each User may have only one active Profile. Any results of subsequent registrations and Profiles may be deleted without separate notice from the Operator, or the creation of such subsequent Profiles may be technically blocked.

3.7. In all cases, a User may register on the Platform, use it, and access the Services only personally, in their own name and for their own benefit.

3.8. By registering as a Platform User, a person agrees to cooperate with the Operator and undertakes to provide the Operator with all necessary documents and information confirming their identity, as well as explanations regarding their activities, so that the Operator can verify the User's identity. To properly comply with European Union and national legal requirements and internal procedures regarding client identification, the Operator may, at any time (both during the initial identity verification and thereafter),

request additional information and/or documents from an existing or potential User relating to the User’s and/or the User’s beneficiaries’ identity, activities, source of funds, representation, and other aspects necessary for proper identity verification. The Operator may also request periodic updates of such data and information about the User. The User undertakes to provide the requested information and/or documents to the Operator in a timely manner. All documents requested by the Operator must be provided in Lithuanian or English, and if required, with appropriate verification markings (e.g. apostille).

3.9. If a person fails to fulfil their obligation in a timely manner and does not provide the information and/or documents requested by the Operator for identity verification, or if the results of an existing or potential User’s identity check are unsatisfactory to the Operator and/or raise doubts, the Operator reserves the right to refuse to establish business relations with such a person or to terminate, suspend, or restrict the provision of Services, and to forward the information to the competent law enforcement authorities.

3.10. The User undertakes to ensure the confidentiality of their Profile login data and not to disclose it to third parties. All actions performed by the User while logged in to the Platform shall be considered as performed by the User in their own name and for their benefit. The User understands and acknowledges that all actions carried out while logged into the Platform are deemed to create legal consequences, constituting valid consents and/or confirmations by the User, signed electronically as provided in Article 5(1) of the Law on Electronic Identification and Trust Services for Electronic Transactions of the Republic of Lithuania.

3.11. The User is fully responsible for the accuracy and relevance of the information, data, and documents they provide, as well as for the confidentiality of their Profile login credentials. If, during registration on the Platform, identity verification, or use of the Platform, the User provides incorrect information, fails to update it in a timely manner, or discloses Profile login credentials to third parties, the User, and/or any persons acting on the User’s behalf, shall bear full responsibility for any damage caused to the Operator, other Users, or third parties as a result of such actions.

4. SUBMISSION OF APPLICATIONS FOR CONSUMER CREDIT AND INVITATION TO INVEST IN CONSUMER CREDIT

4.1. The provisions of Chapter 4 of these Rules apply to Users who, wishing to use the Services provided by the Operator, intend to borrow funds for a consumer credit through the Platform, as well as to Users who intend to invest in such consumer credits.

4.2. The Consumer Credit Recipient submits an Application, which is approved by the Operator, and based on the Application, an Invitation to invest in the consumer credit is issued. The Consumer Credit Provider submits an offer. Once the Consumer Credit Recipient accepts the invested amount and the Users agree to the General Conditions and Special Conditions, a Consumer Credit Agreement is concluded. The essential terms include the consumer credit amount, interest, applicable fees, and the consumer credit repayment term, all of which are specified in the Special Conditions to the Consumer Credit Agreement.

4.3. In the Application, the desired consumer credit amount is indicated in euros. When completing the Application, the Consumer Credit Recipient specifies the preferred consumer credit repayment term; however, the Operator, based on the data collected during the creditworthiness assessment, may adjust or propose a different repayment term. Both the Consumer Credit Recipient and the Consumer Credit Provider review all pre-contractual terms of the Consumer Credit Agreement in advance, prior to concluding the Consumer Credit Agreement.

4.4. A Consumer Credit Recipient who wishes to submit an Application must provide the following information and indicate:

4.4.1. Obligations related to real estate; other existing consumer credits; leasing commitments;

4.4.2. Total amount of monthly obligations; planned new obligations; debts to other financial institutions;

4.4.3. Monthly income; sources of income and employment history; expected changes in monthly income; purpose of the consumer credit;

4.4.4. Acknowledgment of the Platform’s Personal Data processing;

4.4.5. Consent to the General Terms of the Consumer Credit Agreement, the Rules for the Use of the Platform, and the Privacy Policy;

4.4.6. If applicable, optional consent or refusal to receive direct marketing offers;

4.4.7. Confirmation of the accuracy of the provided information.

4.5. After the User submits an Application, the Operator verifies the provided data in the UAB Scorify database, the State Social Insurance Fund Board (Sodra), the Population Register, and other accessible registries. If necessary, the Operator may request, and the User must promptly provide, within 5 (five) calendar days, a bank account statement for the specified period or other additional data or documents required to assess creditworthiness.

4.6. After the User completes the Application form, the creditworthiness of the Consumer Credit Recipient is assessed. If the Consumer Credit Recipient meets the creditworthiness criteria established by the Operator, a consumer credit offer is provided. Upon the Consumer Credit Recipient’s acceptance of the offer, the Operator confirms the Application and publishes an Invitation to invest in the consumer credit.

4.7. Upon submission of the Application by the Consumer Credit Recipient, the Operator reviews it and has the right to:

4.7.1. Confirm the Application and make it publicly available for investments;

4.7.2. If the Consumer Credit Recipient was requested to provide additional documents but fails to do so within the period specified in section 4.5, or if the submitted information is inaccurate, the Operator has the right to contact the Consumer Credit Recipient via the provided contact details to obtain the missing information or other documents related to income or financial obligations necessary to assess creditworthiness. Information contained in bank account statements is never disclosed to other Users and is used solely to verify the accuracy of the submitted information;

4.7.3. If, based on the Application and the information collected during the creditworthiness assessment, the Operator decides that the consumer credit amount, credit term, or other key details need to be adjusted, the Consumer Credit Recipient is notified separately through their Platform Profile, and/or by phone or email, and upon their consent, a new updated Application is created.

4.8. If the Application is confirmed, it is made publicly available on the Platform for a period not exceeding 5 (five) days.

4.9. If the Application is not financed for the requested consumer credit amount within the specified 5 (five) day period, the Consumer Credit Recipient may be offered a lower (already financed) amount than indicated in the Application. If the Consumer Credit Recipient does not agree to the lower offered amount, the consumer credit financing is considered unsuccessful, and no legal relationship is created between the Consumer Credit Recipient, the Consumer Credit Provider, and/or the Operator.

4.10. If the funds are not collected according to the submitted Application, the Operator cannot be considered at fault or deemed to have violated or failed to fulfil its obligations.

4.11. The Platform publicly displays a list of Invitations to invest in consumer credits, allowing Users to view the submitted investment offers in real-time.

4.12. The Platform Operator has the right to disclose anonymised information about the Consumer Credit Recipient, i.e. information regarding the recipient's place of residence, amount of income and liabilities, sources of income, and other relevant information necessary for Consumer Credit Providers to assess the Application and submit their investment offers. Information that the Operator cannot disclose includes the Consumer Credit Recipient's name, surname, personal identification code, home address, and other personal information.

4.13. A Consumer Credit Provider, having reviewed the publicly available investment Invitations, may submit their offers specifying the amount to be invested. The invested principal amount in the consumer credit must be at least 10 EUR, and the principal amount proposed by the Consumer Credit Provider may not exceed the amount requested by the Consumer Credit Recipient in the Application.

4.14. The total amount of consumer credits invested by a Consumer Credit Provider to a single Consumer Credit Recipient on the Platform, which remain unpaid, cannot exceed 500 EUR.

4.15. The funds a Consumer Credit Provider proposes to invest are reserved in the Consumer Credit Provider's personal account, i.e. the corresponding amount is reserved for this specific consumer credit amount, and the Consumer Credit Provider can no longer withdraw the proposed and reserved amount. The Consumer Credit Provider cannot propose to invest more than the funds available in their personal account.

4.16. The reserved funds may be released, and the Consumer Credit Provider will be able to freely manage the previously reserved amount in their personal account when:

> 4.16.1. The specified period for collecting the financed consumer credit amount has expired without reaching the target amount; or
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> 4.16.2. The Consumer Credit Recipient does not accept the offer to borrow a smaller already invested consumer credit amount; or
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> 4.16.3. In other cases where the offer to invest in a specific consumer credit is cancelled.

4.17. The Consumer Credit Provider, having submitted an offer to invest in a specific consumer credit, electronically confirms their consent and thereby submits an official offer to invest in the Consumer Credit Agreement. The offer is valid until it is either accepted or rejected by the Consumer Credit Recipient in accordance with the procedures specified in these Rules.

4.18. The Operator has the right at any time, without prior notice, to restrict or reject an Application and/or a Consumer Credit Provider's offer to invest if it becomes apparent that the Consumer Credit Recipient has outstanding obligations being enforced by a bailiff, or the Consumer Credit Recipient has taken on new obligations during the period when funding for the consumer credit was being collected,

and/or for other reasons the Consumer Credit Recipient's credit assessment has changed, or the User's Profile has been restricted due to non-compliance with Lithuanian anti-money laundering and counter-terrorist financing regulations or other legal requirements, or if other negative information arises, etc.

4.19. The Operator, like other Consumer Credit Providers, has the right to invest in consumer credits, and in such cases, the Operator is granted priority.

5. CONSUMER CREDIT AGREEMENT CONCLUSION

5.1. A Consumer Credit Agreement is considered concluded when the Consumer Credit Recipient's requested credit amount has been fully invested, or the Consumer Credit Recipient confirms their agreement to accept a lower invested amount than originally requested, or the Consumer Credit Recipient independently expresses a wish to receive a smaller credit amount than specified in the submitted Application.

5.2. All offers from Consumer Credit Providers to invest in consumer credit(s) are recorded and registered by the Operator in chronological order according to Platform time. In cases where the total intended invested amount is less than the combined offers, priority is given to the Consumer Credit Providers who first submitted their offer to invest in the specific consumer credit(s) according to the Invitation.

5.3. The Operator reserves the right to establish a different order of priority for Consumer Credit Providers within the Platform environment.

5.4. When a Consumer Credit Provider submits an offer(s) to invest in a Consumer Credit Agreement, they thereby express their intention and confirm that, once the Consumer Credit Agreement is concluded, the Operator will have the right to debit the specified invested amount from the Consumer Credit Provider's personal account and credit it to the Consumer Credit Recipient's personal account. The Consumer Credit Provider's funds are always segregated and held separately from the Operator's own funds. The Operator may use the Consumer Credit Provider's funds solely for financing the consumer credit, and only the portion of funds designated for the Operator as payment for financing services in the Platform may be transferred to the Operator. By separate agreement between the parties, the Operator may receive a pre-agreed fee for any additional services, if applicable.

5.5. The Consumer Credit Recipient may give their consent to receive the invested amount, or a lower amount than requested in the Application, by phone, by email, or via the Platform.

5.6. At the end of the investment period, whether the full requested consumer credit amount has been invested or the Consumer Credit Recipient has expressed a wish to accept a lower amount than requested, the Operator performs the following actions:

5.6.1. Assigns an identification number to the Consumer Credit Agreement, uploads it to the Consumer Credit Recipient's and/or Provider's Platform Profile, and/or sends the Special Conditions to the Consumer Credit Agreement to the specified email;

5.6.2. Prepares the consumer credit Repayment Schedule;

5.6.3. Credits the funds from the Consumer Credit Provider(s) personal account to the Consumer Credit Recipient's personal account no later than within 12 hours.

5.7. The calculation of interest payable to the Consumer Credit Provider(s) starts from the actual date the funds are credited to the Consumer Credit Recipient.

5.8. Users will at any time have the ability to access information about the consumer credit Repayment Schedule, payment status, outstanding balance, and other relevant information, which will be visible in the User’s Profile on the Platform. Users are identified in the usual manner by logging into the Platform using their personal login credentials.

6. CONSUMER CREDIT REPAYMENT PROCEDURE AND OTHER APPLICABLE FEES

6.1. The Consumer Credit Recipient is obliged to fulfil their obligations and pay the principal amount of the consumer credit, the agreed interest, and other fees (administration fee, agreement conclusion fee, etc.) according to the approved consumer credit Repayment Schedule specified in the Special Conditions to the Consumer Credit Agreement.

6.2. The total amount payable by the Consumer Credit Recipient consists of the amount invested by the Consumer Credit Provider(s), including the Operator if it has provided at least part of the financed consumer credit amount, interest, administration fees, agreement conclusion fee (if applicable), late fees (in case of delayed performance of obligations), and/or any other fees, if specified in the Special Conditions to the Consumer Credit Agreement.

6.3. All monthly instalments must be paid according to the dates specified in the Repayment Schedule to the Consumer Credit Agreement. The Repayment Schedule to the Consumer Credit Agreement is provided to the Consumer Credit Recipient on a durable medium and is additionally made available in the Consumer Credit Recipient’s Profile on the Platform.

6.4. The Consumer Credit Provider acknowledges that income from interest earned from investing through the Platform is subject to taxation and must be declared in accordance with the laws of the Consumer Credit Provider’s place of residence. The Operator is not and cannot be responsible for the proper fulfilment of any obligations related to income taxation.

6.5. The Consumer Credit Recipient shall repay the consumer credit amount and pay the interest and any other fees specified in the Special Conditions to the Agreement, strictly in accordance with the established Repayment Schedule. All monthly instalments are allocated in the following order, provided that payments are made on the due dates set at the time of signing the Agreement, i.e. without delay:

6.5.1. Interest and administration fee, and/or other agreed-upon charges specified in the Special Terms and Conditions to the Consumer Credit Agreement;

6.5.2. Credit amount.

6.6. The procedure for allocating received instalment in the event of enforced debt recovery or delayed monthly instalment(s):

6.6.1. Late fees;

6.6.2. Costs of recovering overdue payments;

6.6.3. Interest, administration fee, and/or other agreed-upon charges specified in the Special Terms and Conditions to the Consumer Credit Agreement;

6.6.4. Credit amount.

6.7. If the payment date of the Consumer Credit Recipient’s monthly instalment(s) and/or other payments falls on an official non-working day or public holiday, the payment date shall be considered the next business day immediately following that day.

6.8. The Consumer Credit Recipient has the right to repay part or all of the Consumer Credit before the term specified in the Special Conditions to the Consumer Credit Agreement. To repay the credit early, the Consumer Credit Recipient must notify the Operator at least 3 (three) calendar days prior to the intended repayment date, either by email or by regular mail to the Operator's registered address, specifying the Consumer Credit Agreement number, the scheduled repayment term, and the exact date on which the full or partial credit, interest, and fees specified in the Special Conditions to the Consumer Credit Agreement will be repaid. After providing such notice, the Consumer Credit Recipient is entitled to a reduction in the total cost of the consumer credit, calculated based on the interest, administrative fee, and expenses for the remaining duration of the credit agreement from the date of repayment of the credit or its part.

6.9. The Consumer Credit Recipient may submit a written request to the Operator for a deferral of payments. Upon such a request, made in writing on paper or another durable medium, the Operator is obliged, during the term of the Consumer Credit Agreement, to defer the payment of instalments, excluding interest, for a period specified in the Consumer Credit Recipient's request, but not exceeding 3 (three) months, if the Consumer Credit Recipient does not meet the creditworthiness and responsible lending requirements specified in Article 8(5) of the Law on Consumer Credit, relating to the ratio of the Consumer Credit Recipient's obligations under the Consumer Credit Agreement and other agreements with financial institutions to their average income, and at least one of the following circumstances applies:

6.9.1. The Consumer Credit Recipient's marriage is dissolved;

6.9.2. The Consumer Credit Recipient's spouse passes away;

6.9.3. The Consumer Credit Recipient or their spouse becomes unemployed or suffers a loss of at least one-third of their income;

6.9.4. The Consumer Credit Recipient is recognised as unemployed or partially able to work in accordance with the procedure established by the Law on the Fundamentals of Protection of the Rights of Persons with Disabilities of the Republic of Lithuania;

6.9.5. The Consumer Credit Recipient undertakes mandatory initial military service.

6.10. Upon receiving the request from the Consumer Credit Recipient, the Operator, having identified or been informed of other significant circumstances, has the right, after individual assessment, to decide to postpone the payment of instalments, excluding interest, for the period specified in the Consumer Credit Recipient's request, but for no longer than 3 (three) months. Upon postponement, the deferred instalments are recalculated by mutual agreement between the Consumer Credit Recipient and the Operator, and an updated credit Repayment Schedule is prepared. If the Operator refuses to postpone payments, a reasoned explanation must be provided.

6.11. The reasons why the postponement of Consumer Credit instalments is not possible, if on the day of submitting the request the Consumer Credit Recipient meets at least one of the following criteria:

6.11.1. Is late in paying any instalment;

6.11.2. Is subject to pre-litigation debt recovery proceedings;

6.11.3. Is subject to judicial debt recovery proceedings.

6.12. By decision of the Operator, a longer postponement period for instalment payments than 3 (three) months may be granted.

6.13. The Consumer Credit Recipient, upon the Operator making a reasoned decision to extend the instalment postponement period beyond 3 (three) months, shall be informed of such a decision no later than 15 (fifteen) working days from the date the Operator receives the request to postpone payments. The postponement of instalments indicated in the credit Repayment Schedule in accordance with clauses 6.12–6.13 of these Rules is free of charge.

7. PROCEDURE FOR PAYMENTS MADE THROUGH THE PLATFORM

7.1. All payments and settlements are carried out through the Platform managed by the Operator, where all Users hold a payment account. Funds are directly debited from one User's account and credited to another User's account, either directly or via a dedicated transit account to the Consumer Credit Recipient's bank account (for example, upon investment of a consumer credit, from the Consumer Credit Provider's account to the Consumer Credit Recipient's account, or from the Consumer Credit Provider's account to a dedicated transit account, from which funds are then transferred to the Consumer Credit Recipient's bank account). When the Consumer Credit Recipient repays the loan, funds are transferred either from the Consumer Credit Recipient's account to the Consumer Credit Provider's account, or via a dedicated transit account, from which the Operator allocates funds to the Consumer Credit Provider. Funds are credited to the Operator's account only when such funds belong to the Operator, i.e. intermediary fees and/or administrative charges and/or other payments, as well as in cases where the Consumer Credit Recipient makes a repayment directly to the Operator's account.

7.2. The Operator is not the manager of funds belonging to the Consumer Credit Provider and/or the Consumer Credit Recipient (except in cases where the Operator is also one of the Consumer Credit Providers). The Operator acts solely as an intermediary, responsible for executing Users' functional instructions rather than making specific decisions. All transfers made from Users' accounts are recorded in the User's Profile on the Platform.

7.3. If a User notices funds incorrectly credited to or debited from their account, they must immediately notify the Operator. If there are insufficient funds in the account to reverse the incorrectly credited amounts, the User undertakes to either return the incorrectly credited funds to the account or reserve in the account an amount equal to the incorrectly credited or debited sum within 5 (five) business days from the Operator's request. If the User fails to return the incorrectly credited funds within the specified period, the Operator has the right to unilaterally debit this amount from the User's account.

7.4. The Operator is not liable for any losses incurred by the User due to the User's improper decision-making and/or in cases where the User has disclosed or lost their unique Platform login credentials and/or in cases where, due to the actions of a third party not related to the Operator, functional transfers or debits of funds are incorrectly executed as a result of a system breach, except in cases where the damage or loss has arisen exclusively due to the Operator's proven fault (improper action or inaction).

8. LEGAL REGULATION OF NON-PERFORMANCE OF OBLIGATIONS

8.1. If the Consumer Credit Recipient fails to fulfil the obligations under the concluded Consumer Credit Agreement, or fails to pay the fees due to the Operator, the Operator, in accordance with the Debt Recovery Procedure, shall have the right to initiate, or authorise designated persons to initiate, recovery actions under the procedure and conditions specified in these Rules and their annexes, as well as to carry out the administration and enforcement of security measures. For enforced recovery actions, the Operator may apply an additional fee to the Consumer Credit Recipient. The Consumer Credit Recipient shall pay the fee established by the Operator.

8.2. In the event of delayed fulfilment of obligations, the Consumer Credit Recipient shall additionally be required to pay:

8.2.1 Late fees – from the first day of delay for each overdue day, calculated on the consumer credit amount, interest, and the administration fee. The late fees paid shall be deemed the property of the Consumer Credit Providers, and, in cases where the Operator has provided at least part of the consumer credit amount, as the property of the Operator.

8.3. In cases where the available funds are insufficient to cover the amounts payable to the Consumer Credit Providers under the Consumer Credit Agreement, the claims of the Consumer Credit Providers shall be satisfied proportionally to the amounts invested by each Consumer Credit Provider, or in full to each Consumer Credit Provider separately, depending on which Consumer Credit Provider was the first to invest in the Consumer Credit Recipient's Application.

8.4. All notifications regarding overdue payments shall be provided in the Platform Profile or sent to the email address or by SMS message specified by the Consumer Credit Recipient. Failure to provide notice of overdue payments shall not release the Consumer Credit Recipient from the obligation to fulfil their commitments. The Consumer Credit Recipient shall also have no right to make claims, and any such claims shall not be considered, if they have failed to inform the Operator about a change to their email address or mobile phone number, and the Operator has sent the notice to the most recently provided email address or mobile phone number of the Consumer Credit Recipient.

8.5. Upon receiving payments from a Consumer Credit Recipient who has delayed payment of instalments, the amounts shall be credited in the following order:

8.5.1. a) Late fees payable to the Consumer Credit Provider (0.05%) of the overdue amount; b) Delay (compensatory) interest; c) The consumer credit amount and interest payable to the Consumer Credit Provider.

9. GENERAL OBLIGATIONS OF USERS

9.1. When using the Platform, Users undertake to comply with the obligations specified in these Rules, their annexes, and in the General and Special Conditions to the Consumer Credit Agreement, as well as with other legal acts regulating Peer-to-Peer Lending activities, including but not limited to the requirements for the prevention of money laundering and terrorist financing. Users shall also comply with the decisions, authorisations, and agreements of the User's management bodies, and any operational restrictions applicable to the User under legal acts and/or court decisions.

9.2. The Platform must not be used for:

9.2.1. Any unlawful purposes, including but not limited to fraud, money laundering, terrorist financing, the unauthorised provision of financial services, or similar activities;

9.2.2. Providing the Operator with false or misleading information, and/or failing to provide the information or documents requested by the Operator, or failing to update them promptly;

9.2.3. Acting on the Platform in the name of or for the benefit of third parties, and/or providing financial services to such persons;

9.2.4. Distributing computer viruses or taking any other actions that may cause disruptions, breaches or other damage to the Platform, the Operator, other Users and/or third parties;

9.2.5. By any means inputting into the Platform data that may contain software viruses, or any other code, files, or programs intended to interfere with, limit, or damage the functions of the Platform or its hardware, software, or communications equipment, including programs that would automatically track, use, and/or store information contained in or submitted to the Platform;

9.2.6. Using any automated tools and/or additional computer techniques and/or software to view, save, or edit Platform data, or using any tools to process the Platform's content and/or design and/or Services, or to copy, encrypt, re-program, transfer, or redirect them in ways not permitted by the Platform's functionality;

9.2.7. Using other systems when logging in to or using the Platform;

9.2.8. Promoting and/or advertising other identical or similar platforms or other sources of funding;

9.2.9. Disclosing one's login details for the Platform to any third parties and/or using third parties' passwords or other login details for the Platform;

9.2.10. Performing any other actions that may pose a risk to the operation of the Platform and/or cause harm to the Operator, other Users and/or third parties.

9.3. If the Operator determines and/or suspects that a User is using the Platform in violation of these Rules and/or engaging in prohibited activities, in order to protect the operation of the Platform and ensure the uninterrupted provision of Services, as well as to protect other Users and/or third parties and their legitimate interests, and to prevent potential damage arising from such unlawful actions, the Operator shall have the right, without prior notice, to:

9.3.1. Close or restrict access to the User's Profile;

9.3.2. Limit the User's activity on the Platform;

9.3.3. Prevent the submission of an Application or the conclusion of a Consumer Credit Agreement;

9.3.4. Restrict funds transferred for investment in the User's account, including the repayment of investment instalments, interest, and other payments in favour of the User;

9.3.5. Notify competent state authorities about the User's unlawful actions.

9.4. When the Operator applies the Platform usage restrictions provided for in Section 9 of these Rules, including the deletion of the User's Profile, the User shall have no right to claim compensation for any damages.

9.5. The Consumer Credit Provider and the Consumer Credit Recipient agree and acknowledge that the Operator may assume the Consumer Credit Provider's claim right in the cases provided for in these Rules and the Consumer Credit Agreement, and whenever necessary to ensure the fulfilment of the Consumer Credit Agreement and the recovery of the debt. This is to enable the Operator to take all actions required to properly represent the interests of the Consumer Credit Provider and administer the repayment of the debt. The transfer of the claim right (including the right to further transfer to a third party) occurs when the Operator sends an email notification to the Consumer Credit Provider regarding the automatic assumption of the claim right. The Operator shall notify the Consumer Credit Recipient of the termination of the Consumer Credit Agreement and the transfer of the claim right via the Consumer Credit Recipient's email address, or to the last known residential address of the Consumer Credit Recipient (as provided during registration or obtained from databases).

9.6. The Consumer Credit Provider agrees and acknowledges that, upon assuming the claim right, the Operator acts as a prudent creditor and makes efforts to recover the debt. However, the Operator shall not be liable to the Consumer Credit Provider, either individually, jointly, or subsidiarily with the Consumer Credit Recipient, for whether the debt is successfully recovered or the extent to which it is recovered.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. All intellectual property rights to the Platform and all its content, including content published by Users, i.e. any information, data, or photographs that become part of the Platform's database, belong to the Operator or are lawfully used by the Operator under rights granted by third parties.

10.2. The User agrees that, by using the Platform and/or the Operator's services, all content they publish, i.e. any information, data, or photographs that the User uploads or enters into the Platform, including but not limited to information about other Platform Users, shall become part of the Platform's database and shall be stored by the Operator free of charge and used for an unlimited period, except where otherwise provided in these Rules and/or the laws of the Republic of Lithuania.

10.3. By using the Platform or the Operator's services and/or submitting, entering, or otherwise sending any information or data to the Platform, the User grants the Operator, free of charge, for an unlimited period and worldwide, the following exclusive rights to such works, information, and/or data:

10.3.1. The right to reproduce, publish, publicly display, make publicly available, and distribute the data by sale, rental, lending, or otherwise transferring ownership, in any form or by any means, free of charge, except for the User's personal data, which may not be reproduced, published, publicly displayed, made publicly available, or distributed;

10.3.2. The right to modify or adapt, and to create derivative works from the information uploaded by the User;

10.3.3. The right to use the content uploaded by the User on the Platform in any other manner, for any purposes and in any form, and to transfer such rights to a third party free of charge to the same extent, to the extent not prohibited by the laws of the Republic of Lithuania.

11. USER PERSONAL DATA

11.1. Users' personal data is processed in accordance with the Privacy Policy published on the Platform. In the event of any discrepancies between these Rules and the provisions of the Policy, the provisions of the Policy shall prevail.

11.2. The User agrees that their anonymised information may be disclosed on the Platform once they have completed and confirmed the Application.

11.3. The User is also informed that, in cases and under the procedures established by law, the Operator has the right to obtain the User's personal data from third parties to whom the User has failed to properly fulfil financial or property obligations, as well as from data controllers managing joint debtor databases. Furthermore, if the Consumer Credit Recipient fails to properly fulfil their obligations under the Consumer Credit Agreement, the Operator, having duly informed the Consumer Credit Recipient in advance, shall have the right, if the Consumer Credit Recipient is at least 30 days late in fulfilling their obligations, to submit the Consumer Credit Recipient's personal data to UAB Scorify and/or other administrators of joint debtor databases, as well as to any other third parties having a legitimate interest.

12. TERMINATION OF SERVICE PROVISION

12.1. The User has the right to withdraw from the Services and delete their Profile by notifying the Operator 30 (thirty) days in advance, provided that, at the time of exercising this right, the User has no active Consumer Credit Agreements or confirmed and submitted Applications for financing.

12.2. The Operator has the right to terminate the provision of Services and delete the User's Profile without prior notice if the User violates the provisions of these Rules, including in the cases specified in Section 9 of these Rules where the User engages in prohibited activities, as well as in other cases provided for in these Rules and applicable legal acts, using the measures specified in Clause 14.1.2 of these Rules.

12.3. Upon termination of the provision of Services, the User's Profile on the Platform shall be deleted; however, data relating to the User or to the Consumer Credit Agreements concluded by the User shall continue to be stored for the purposes, periods, and in accordance with the procedures established in the Privacy Policy and applicable legislation.

13. LIABILITY OF THE PARTIES

13.1. A User who breaches the obligations specified in these Rules shall be liable to compensate for any direct losses as a result, including the payment of all applicable fines or other penalties

13.2. The Operator shall be liable only for direct losses incurred by the User as a result of the Operator's intentional actions or gross negligence, where such losses arise from a material breach of these Rules by the Operator. In all cases, the Operator shall be liable only for those direct losses that could have been reasonably foreseen at the time of the breach of the Rules.

13.3. The following circumstances shall not be considered a breach of the Operator's Service provision, and in all such cases the Operator shall bear no liability:

13.3.1. When the funds (in whole or in part) provided by the Consumer Credit Provider to the Consumer Credit Recipient are lost due to the Consumer Credit Recipient's failure to properly fulfil their obligations

13.3.2. When the full amount of the requested consumer credit is not collected under the Application;

13.3.3. When the payment service provider selected by the Operator fails to perform and/or improperly performs its obligations under the payment service terms approved by that provider;

13.3.4. When service disruptions occur, including but not limited to Platform malfunctions or other technical issues that may affect the submission of Applications and the conclusion of Consumer Credit Agreements;

13.3.5. Regarding the validity and legality of Consumer Credit Agreements concluded on the Platform, when the Operator, despite having exercised maximum diligence and complied with the requirements of the Law on Consumer Credit and other applicable legal acts, could not have identified the circumstances that would have prevented the Agreement from being concluded or required it to be concluded under different terms, and such failure did not result from the Operator's fault.

13.4. The Operator merely administers the Platform and acts as an intermediary between the parties to the Consumer Credit Agreement. Users conclude Consumer Credit Agreements on the Platform directly with other Users, at their own discretion and risk.

13.5. The Operator is not liable and cannot be held responsible for non-performance and/or improper performance of obligations, and/or unlawful actions arising from the failure or improper performance of obligations by other parties providing services (for example, payment service providers, communication service providers, and others).

13.6. The Operator’s activities do not include (and cannot be deemed as including) the provision of investment advice, financial intermediation, payment services, legal services, enforcement of obligations, or any other activities unrelated to Peer-to-Peer Lending and not provided for in these Rules.

13.7. Before signing this Consumer Credit Agreement, the User has reviewed and understood all provisions regarding the use of the Platform, the granting of consumer credit, and other related agreements, rules, or procedures, and has understood the risk factors associated with providing or receiving consumer credit. The User, either independently or with the assistance of advisors, has assessed that the risks associated with investments and borrowing are acceptable. The Consumer Credit Provider also confirms that they possess sufficient knowledge in the financial field to evaluate the benefits of their financial decisions or have consulted their legal, financial, and business advisors regarding such decisions. Users are capable of assuming the economic, financial, market, legal, and other risks associated with actions taken when using the Platform.

14. FINAL PROVISIONS

14.1. The Parties may exchange information electronically, and such exchange of information shall be considered proper and equivalent to written documents. All communication related to the use of the Platform and/or Services shall be conducted as follows:

14.1.1. The User shall send all notifications, requests, inquiries, and questions to the contact addresses specified in the Contact section within the Platform environment;

14.1.2. The Operator shall provide all notifications and other information to the User via the Platform and/or by sending it to the email address specified in the User’s Profile. Such notifications shall be deemed duly delivered on the Platform one (1) day after being sent, and by email twelve (12) hours after being sent. The User undertakes to check the email address specified in their Profile and their Platform Profile on a daily basis and assumes all risks associated with the possibility that, through no fault of the Operator, messages sent by the Operator may not reach the User’s specified email inbox on time, or that the User may, for any other reason, fail to receive or read them in a timely manner.

14.2. The Operator confirms that it holds all necessary permits and licences required under applicable law to perform its activities and provide Services to Users.

14.3. The User shall not transfer any rights or obligations arising from these Rules and the Consumer Credit Agreement(s) to third parties without the prior written consent of the Operator.

14.4. These Rules and the relations between the Parties with respect to these Rules shall be governed by and interpreted in accordance with the laws of the Republic of Lithuania.

14.5. All disputes between the User and the Operator shall be resolved through negotiation. Disagreements between the User and the Operator, as well as between the Consumer Credit Provider and the Consumer Credit Recipient, shall be handled in accordance with the Operator’s approved Rules

for the Receipt and Processing of Client Claims (Complaints). If an amicable resolution cannot be reached, disputes shall be resolved in a court of the Republic of Lithuania with jurisdiction over the Operator’s registered office, in accordance with the laws of the Republic of Lithuania.

14.6. These Rules and any amendments thereto shall come into effect upon their signing and publication on the Platform.

14.7. The Rules shall be reviewed at least once every two years, or more frequently if necessary.