

## CONTRACT FOR THE USE OF THE CROWDFUNDING PLATFORM LETSINVEST

This Contract is concluded by electronic means by and between:

- (a) **Us**, i.e. the crowdfunding platform operator 8 stars, UAB, legal entity code 303336450, registered office address Gedimino pr. 9, Vilnius, Lithuania (the Operator),,  
and
- (a) **You**, i.e. the User who intends to use the Platform and become the Investor and/or the Project Owner.

This Contract sets out the general terms, conditions and procedure for the use of the Platform, our and Your rights, duties and responsibilities when You use the Platform in order to conclude or when concluding the Project funding agreements (i.e. when You intend to become, or have become, the Investor), and/or when You use the Platform in order to obtain the Project funding (i.e. You intend to become, or have become, the Project Owner).

The individual terms and conditions (e.g., rates, etc.) published on the Platform, to which reference is made by this Contract, shall also constitute an integral part of this Contract.

The annexes to this Agreement, various rules or other documents published on the Platform and/or additional agreements between You and us may set out separate terms and conditions for the provision of our services and/or special rights, obligations and/or responsibilities applicable to the parties. If provisions of Annexes to the Contract, the separate terms and conditions of provision of services are in conflict with the provisions set out in this Contract, the provisions of such Annexes to the Agreement, the provisions of terms and conditions of provision of separate services should prevail (they shall be deemed to be special provisions with regard to the general provisions of this Contract).

Before starting to use our Platform, You must carefully read and accept this Agreement (including all Annexes). If You disagree with this Contract or any provision thereof, You may not use the Platform and our services. If You have any doubts about provisions of this Agreement, please contact us using the contact details provided on the Platform.

### 1. Definitions

- 1.1. Unless the context otherwise requires, the terms used in this Contract shall have the meanings set out below:
  - 1.1.1. **Questionnaire** – means the document provided by a potential Project Owner to the Operator which discloses information about the Project and which is used by the Operator to assess the Project Owner and the Project for the possibility of publishing a Crowdfunding Offer on the Platform;
  - 1.1.2. **Funding Period** – means the period of time for raising the target Funding Amount for the Project;
  - 1.1.3. **Funding Transaction** – means the agreement between the Investor (represented by the Operator) and the Project Owner concluded through the Platform for the funding of the Project (by way of a loan or other monetary form, or by acquiring financial instruments issued by the Project Owner);
  - 1.1.4. **Funding Amount** – means the funding target to be achieved during the Funding Period to finance the implementation of the Project;
  - 1.1.5. **Investor** – means the natural, legal or any other person (e.g., a collective investment undertaking without legal personality) who enters into the Project funding agreements through the Platform;

- 1.1.6. **User** or **You** – means the prospective or existing Investor or Project Owner to whom we provide or intend to provide the crowdfunding services;
- 1.1.7. **Operator** or **We** – means the crowdfunding platform operator 8 stars, UAB, legal entity code 303336450, registered office address Gedimino pr. 9, Vilnius;
- 1.1.8. **Key Investment Information Sheet** – means the document of an informative nature about the Project provided to Investors in the form and content prescribed by legal acts, which contains key information about the Project Owner, Project and Funding Transaction offered to be concluded;
- 1.1.9. **Offer** – means the offer made by the Operator to the Project Owner regarding the terms and conditions of a potential Funding Transaction in accordance with the Questionnaire submitted by the Project Owner to the Operator;
- 1.1.10. **Platform** – means the online information system accessible to the public at [www.letsinvest.eu](http://www.letsinvest.eu), which is administered or managed by the Operator;
- 1.1.11. **Project** – means the business activity or activities for which a Project Owner seeks funding through the crowdfunding offer;
- 1.1.12. **Project Owner** – means any natural or legal person who seeks funding through the Platform;
- 1.1.13. **Regulation** – means Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937;
- 1.1.14. **Account** – means the special purpose account opened with an electronic money institution or a credit institution that services the Platform. The Account shall be used for the transfer of Investors' funds for the Project, as well as for disbursements to Investors from the Account;
- 1.1.15. **Contract** – means this Contract for the use of the Crowdfunding Platform Letsinvest (intended for Investors and Project Owners), all Annexes thereto and all other terms and conditions published on the Platform, if they are referred to in this Contract;
- 1.1.16. **Crowdfunding Offer** – means the communication, in any form and by any means, made on the Platform that provides sufficient information about the terms and conditions of the Offer and the proposed Project so as to enable an Investor to invest in the Project;
- 1.1.17. **Collaterals** – means the mortgage, pledge, surety or other security used to secure the Project Owner's financial obligations to Investors.
- 1.2. Other terms used in this Contract other than those set out above shall have the meaning given to them in the Regulation and other legal acts applicable to crowdfunding activities.

## **2. Information about the Platform and the Operator's's functions**

- 2.1. The Platform provides the possibility to carry out crowdfunding activities, i.e. for the Project Owners to publish Crowdfunding Offers for Projects (for the implementation of which the funding is to be attracted) and for the Investors to conclude agreements for the funding of Projects. The Platform thus acts as an intermediary between the persons, whose Projects need funding, and the persons, who are in a position to provide such funding.
- 2.2. The Operator holds an operating licence issued by the Bank of Lithuania. In carrying out the crowdfunding activities, the Operator complies with the Regulation, other applicable legal acts and internal procedures approved by the Operator.
- 2.3. The Operator shall perform the following functions:

- 2.3.1. administer the Platform and enable Investors and Project Owners to conclude Funding Transactions through the Platform;
  - 2.3.2. representing the Investors, sign on their behalf and in their interests the Funding Transactions with Project Owners;
  - 2.3.3. conclude with Project Owners collateral transactions (in which the Operator or a third party on its behalf is named as the creditor or their representative);
  - 2.3.4. facilitate the publication on the Platform of the Crowdfunding Offer and other information related to the Project and its implementation;
  - 2.3.5. instruct the electronic money institution or credit institution to transfer the funds accumulated in the Account to the relevant Project Owner to the account specified by the latter;
  - 2.3.6. give instructions to an electronic money institution or credit institution regarding the transfer of funds from the Account to Investors;
  - 2.3.7. administer collaterals, perform collection, if necessary, on behalf and for the benefit of the Investors, and exercise other creditor's rights on behalf and for the benefit of Investors;
  - 2.3.8. represent and defend the interests of Investors in court (or entrust such activities to third parties);
  - 2.3.9. perform such other functions as may be set out in this Contract (including its Annexes), Funding Transactions, the Regulation and other applicable legal acts.
- 2.4. The Operator shall not provide any guarantees, inter alia, to:
- 2.4.1. **Investors** that the Project Owners will duly fulfil their obligations to the Investors under the terms and conditions of the Funding Transactions. The Operator seeks to make a reasonable assessment of the creditworthiness of the Project Owner and the Project, but in no event shall the Operator be liable for any losses incurred by the Investors if the funding granted, interest and/or other amounts provided for the implementation of the Project are not repaid. By concluding agreements for the funding of Projects, Investors independently and freely assume the related risks (including the risk of loss of all funds so invested);
  - 2.4.2. **Project Owners** that the Crowdfunding Offers about their target Projects will be published on the Platform, that after publishing the Crowdfunding Offer on the Platform the required Funding amount will be raised during the envisaged Funding Period, and/or that all the terms and conditions necessary for the conclusion of the Funding Transaction will be met.

### **3. Becoming our customer (i.e. User)**

- 3.1. In order to become a User, to be able to participate in Crowdfunding Offers published on the Platform, to fund Projects published on the Platform or to publish a Crowdfunding Offer on the Platform, and to be able to use the services provided by us, You need to register properly on the Platform and to confirm Your identity in the ways provided by the Platform.
- 3.2. Registration on the Platform shall be free of charge.
- 3.3. We shall consider You to be registered if all of the following actions have been duly completed:
  - 3.3.1. All mandatory registration fields have been duly filled in with correct and full details;
  - 3.3.2. You have familiarised Yourself with the provisions of our Privacy Policy and, where required, have ticked the appropriate box to confirm such familiarisation;
  - 3.3.3. You have familiarised Yourself with the provisions of this Contract and have ticked the appropriate box to confirm such familiarisation and to express Your intention to conclude this Contract;

- 3.3.4. You have carried out all other actions required to be carried out and have provided all the information and/or documents requested by us from You and have met other requirements established for completing the registration procedure.
- 3.4. This Contract may be concluded by both a natural person and a legal person:
  - 3.4.1. if You are concluding this Contract as a natural person, You must be at least 18 years of age and able of concluding transactions by carrying out actions on the Platform and of assuming all civil rights and obligations arising from them;
  - 3.4.2. if this Contract is concluded by a legal person, the person who may conclude the Contract and the Funding Transactions on behalf of such legal person (the head of the legal entity or other legal representative who has the appropriate mandate and/or all necessary decisions regarding the conclusion of transactions provided for by legal acts and/or internal documents of the legal person). You have to produce the documents demonstrating the right of representation as well as the documents demonstrating the right to conclude Funding Transactions on behalf of the legal person (e.g., a decision of shareholders or of the Board).
- 3.5. This Contract shall enter into force when You confirm it at the time of registration on the Platform (unless otherwise agreed by the parties). Accordingly, if You approve any additional annexes to the Contract concluded between the parties (such as our separate agreements or other documents), the terms and conditions of such annexes shall become effective upon their approval and shall constitute an integral part of the Contract. In any event, we shall have the right to require from You that certain annexes to the Contract, agreements, rules or other documents between the parties are executed and signed in writing and, in such case, they would only become effective from the time of their physical signature.
- 3.6. After the proper registration on the Platform, a personal account shall be created for You. Until You are properly identified, You will only be able to perform very limited actions (e.g., view certain information, correct personal data, etc.) in Your personal account on the Platform.
- 3.7. You, as the Investor or Project Owner, will only be able to conclude the Funding Transactions, as well as to make full use of all other services provided by us, if You have first confirmed Your identity and the identity of Your beneficiaries on the Platform in the manner permitted by the Platform and have performed the other actions required by us.
- 3.8. If You do not properly confirm Your identity within 6 months of registration on the Platform, we shall be entitled to terminate Your account on the Platform. In that case, You will have to re-register on the Platform.
- 3.9. In order to properly comply with requirements of the European Union and national legal acts, as well as of internal procedures regarding the prevention of money laundering and terrorist financing, implementation of international sanctions and restrictive measures, we may ask You for additional information and/or documents at any time (both at the time of the initial identification and at any time afterwards), concerning Your identity, activities, origin of funds, ownership and/or control structure, affiliations, representation and other aspects necessary to know for the proper identification, and we may ask You to periodically update Your and Your beneficiaries' details. You undertake to provide us with such requested information and/or documents in a timely manner. All documents requested by us must be provided to us in English or French, with authentication marks (e.g., apostille), if necessary, and the information must be updated regularly.
- 3.10. Please note that if You fail to meet Your obligation to provide all information and/or documents requested by us in a timely and proper manner, or if the results of the identification of You and/or Your beneficiaries are unsatisfactory or suspicious to us, we may, inter alia, refuse to conclude a business relationship with You or terminate, suspend or restrict the provision of our services, or refer information to competent law enforcement bodies, without giving any reason.
- 3.11. We also reserve the right, in certain circumstances, at our sole discretion, without giving any reason, to refuse to allow a particular person to become a customer (e.g., to refuse to approve a registration,

to refuse to approve the identity of such person), or to impose additional requirements or restrictions on the activities of such person on the Platform.

- 3.12. A natural person may have only one active account on the Platform. A legal entity may have more than one active account. Any subsequent registration results and accounts may be cancelled without separate notice.
- 3.13. Please note that in all cases You may perform the registration and conclude the Contract, as well as use the Platform only personally on Your own behalf or on behalf of the legal person You legally represent. Only the manager or other lawful representative of the legal person, who has the appropriate mandate for that, may use the account on the Platform on behalf of the legal person.
- 3.14. The Operator shall have no obligation to verify Your right to invest and/or to take decisions on the conclusion of Funding Transactions. You are fully responsible for any actions which exceed Your mandate and for not updating the information about You and/or Your mandate.
- 3.15. All actions performed by You when You log in to the Platform shall be deemed to be performed on Your own behalf and for Your own benefit. You understand and acknowledge that all actions performed by You after You log in to the Platform shall be deemed to be Your proper consents and/or approvals signed with electronic signature as provided for in the Republic of Lithuania Law on Electronic Identification and Trust Services for Electronic Transactions.
- 3.16. You shall be fully responsible for the accuracy and relevance of the information, data and documents supplied by You. If You supply incorrect information and/or fail to update it in a timely manner when registering on the Platform, carrying out the registration and/or personal identification procedure or while using the Platform, You and/or the persons acting on Your behalf will be liable for any losses caused to us or to other persons by such actions.

#### **4. Becoming a Project Owner, publishing a Crowdfunding Offer and concluding a Funding Transaction**

- 4.1. Provisions of this Section of the Contract shall apply to Users who intend to publish or who publish a Crowdfunding Offer on the Platform (i.e. who intend to become or who have become the Project Owners).
- 4.2. In order to use the crowdfunding services provided by the Operator and to publish Crowdfunding Offers about the Project using the Platform, You must first fill in the Questionnaire and provide all the data and information requested in the Questionnaire.
- 4.3. The Questionnaire shall contain, inter alia, the following information: the target of raising the funding; the target Funding amount; the period of the Funding Transaction; Collateral and related information (e.g., a valuation report on the mortgaged property prepared by an independent valuator acceptable to the Operator) and any other requested information and documents, including, but not limited to, the information and documents necessary to assess Your reputation, Your and the Project's creditworthiness, Collateral, the terms and conditions of the Funding Transaction, etc. The Operator shall not be obliged to justify why one or other information and documents are requested. You must also confirm in the Questionnaire that the data and information provided are complete and correct.
- 4.4. You undertake to provide promptly (within a reasonable period of time set by the Operator) any additional requested information and documents during the entire period of evaluation of the Questionnaire, and to cooperate with the Operator in order to enable the Operator to properly assess Your Project and the risks associated with it.
- 4.5. The Crowdfunding Offer shall not be published on the Platform and the Funding Transaction may not be concluded via the Platform if it is determined, in accordance with the Operator's internal procedures, following the assessment of You and the Project, that the Crowdfunding Offer is not eligible for publication on the Platform. Refusal to publish a Crowdfunding Offer about the Project on the Platform shall not entitle You to claim damages or a reconsideration of the Operator's decision.

- 4.6. If we assess the Project as eligible for publishing on the Platform, You will be given an Offer, which will set out the main terms and conditions of the Project funding, including: the Funding amount; the interest offered for the Funding Transaction; rates for services provided by the Operator; the Project's risk rating; other material information and conditions.
- 4.7. If You accept the received Offer, You must to confirm it within the specified time limit (or, on our request, provide us with its original signed in writing). When You confirm the Offer, the preparatory steps for the publication of the Crowdfunding Offer on the Platform shall be undertaken and the Offer itself will become mandatory and legally binding on You. In that case, You may cancel the publication of the Crowdfunding Offer on the Platform only upon payment to the Operator of the fee in the amount specified the rates and/or in the Offer and compensate the Operator for the costs incurred.
- 4.8. After You have confirmed the Offer, You will be required to complete and submit the Key Investment Information Sheet for our review and submit other documents requested by us.
- 4.9. If we find that the Key Investment Information Sheet contains incomplete, erroneous or inaccurate information that could materially affect the expected investment return, we will notify You of the incomplete, incorrect or inaccurate information contained in the Key Investment Information Sheet and will ask You to supplement or correct that information.
- 4.10. In that case, the Crowdfunding Offer shall not be published on the Platform until You have completed or corrected the information provided in the Key Investment Information Sheet. If the incomplete, incorrect or inaccurate information contained in the Key Investment Information Sheet is found after publication of the Crowdfunding Offer on the Platform and You do not immediately supplement or correct the Key Investment Information Sheet, we will immediately suspend the Crowdfunding Offer until the Key Investment Information Sheet is supplemented or corrected, however, for a period not exceeding 30 calendar days. In the latter case, we will promptly notify Investors who have made an offer to invest or expressed an interest in the Crowdfunding Offer of such identified irregularities, the action we have taken and/or will take later, and the possibility of withdrawing the offer to invest or the interest expressed in the Crowdfunding Offer.
- 4.11. If, after 30 calendar days, the Key Investment Information Sheet is not supplemented or corrected by removing all identified irregularities, the Crowdfunding Offer on the Platform shall be cancelled.
- 4.12. You must notify us of any changes to the information contained in the Key Investor Information Sheet to ensure that throughout the period of the Crowdfunding Offer the information provided in the Key Investor Information Sheet is always up to date. We shall promptly notify Investors who have made an offer to invest or an expression of interest in the Crowdfunding Offer of any material changes to the information contained in the Key Investor Information Sheet of which we have been notified.
- 4.13. If following our review of the Key Investment Information Sheet provided by You we do not find that the Key Investment Information Document contains incomplete, incorrect or inaccurate information that could materially affect the expected investment return and if You provide us with other information and documents requested by us, the Crowdfunding Offer will be published on the Platform.
- 4.14. Our review of the Key Investment Information Sheet shall not be deemed to be a confirmation of the accuracy of the information contained therein and/or a recommendation to Investors.
- 4.15. The Crowdfunding Offer and its terms and conditions shall be binding on You and the Crowdfunding Offer and You may not cancel the Crowdfunding Offer and its terms and conditions from the moment when the Crowdfunding Offer is published on the Platform until the earlier of the following dates:
  - 4.15.1. the expiry date of the Crowdfunding Offer, which we will announce when the Crowdfunding Offer published on the Platform; or;
  - 4.15.2. the date on which the target Funding Amount is reached or, in the case of a funding range of the Funding Amount, when the maximum target Funding Amount is reached.
- 4.16. If You, as the Project Owner, in breach of the terms of paragraph 4.15 of this Contract, If You, as the Project Owner, withdraw the Crowdfunding Offer after it has been published on the Platform, You

must pay to us (the Operator) the fee set out in the rates and/or in the Offer, and reimburse to us (the Operator) all losses incurred by us (the Operator) and/or by the Investors.

- 4.17. The publishing of a Crowdfunding Offer on the Platform shall not constitute a commitment by the Operator that Your Project will be funded and that a Funding Transaction will be concluded with You and that You will be provided with funding.
- 4.18. If the raising of the Funding Amount is planned in phases, the Operator does not undertake or guarantee that after the completion of one phase other phases will be announced if the financial situation of the Project Owner or any other situation relevant for the execution of the Project changes and Investors are no longer able to offer the same funding terms.
- 4.19. The Project shall be funded through the accumulation of the Funding Amount in the Account. The Operator shall be authorised to administer (instruct an electronic money institution or credit institution to transfer funds accumulated in the Account) the Account for Your benefit and on Your behalf. Funds may only be transferred from the Account to an account specified by You after performing the actions set out in this Contract and in the Funding Transaction.
- 4.20. Once the total Funding Amount is accumulated in the Account, You will be required to arrive at the specified location and at the specified time and sign the Funding Transaction or confirm it by any other means permitted by the Platform. If You fail to arrive in time to sign the Funding Transaction, You may be denied payment of the Funding Amount, and in such case, You must pay to us (the Operator) the fee set out in the rates and/or the Offer and reimburse to us (the Operator) all losses incurred by us (the Operator) and/or by the Investors.
- 4.21. The performance of obligations under Funding Transactions must be secured, where applicable, by mortgage, pledge and/or other acceptable Collateral provided by You (or a third party).
- 4.22. After signing the Funding Transaction, You must also conclude a Collateral Transaction. You commit to bear the costs of conclusion of the Collateral Transaction.
- 4.23. Other terms and conditions of concluding Funding Transactions may be set out in the specific Crowdfunding Offer as well as in the specific Funding Transaction.

## **5. Becoming an Investor and concluding a Funding Transaction**

- 5.1. Provisions of this Section of the Contract shall apply to Users who intend to become or have become Investors.
- 5.2. With respect to individual Crowdfunding Offers published on the Platform, You may conclude Funding Transactions at Your discretion.
- 5.3. Before publishing a Crowdfunding Offer on the Platform, we carry out an assessment of the Project Owner and the Project in accordance with the internal rules approved by the Operator.
- 5.4. Please note that the publication of a Crowdfunding Offer on the Platform, the assignment of risk to a particular Project and/or other information about the Project published on the Platform shall not be deemed to constitute an investment recommendation or other confirmation by the Operator that the Project Owner is financially sound and will duly fulfil its obligations to Investors under the Funding Transactions in future. By concluding a Funding Transaction, the Investors are making an investment and assuming the risks associated with such investment, also including, but not limited to, the risk of not getting investment return or losing all funds invested in the Project.
- 5.5. The proper performance of the Project Owners' obligations to Investors under the Funding Transactions generally is secured by the provision of Collateral (such as immovable property mortgage) either by the Project Owner or by a third party. The specific Collateral for a Funding Transaction is set out in the Key Investment Information Sheet. Several phases of the Project funding may be secured with one Collateral.
- 5.6. Before we allow an Investor to conclude a Funding Transaction for the first time through the Platform, we shall have the right to determine the category of the Investor, to assess the Investor's investment

knowledge and experience, the ability to bear loss (assessment of financial situation of the Investor) and to take any other steps in order to properly comply with the requirements of the Regulation, other legal acts and our internal procedures. For these purposes, we shall have the right to request the Investor to provide all information and documents requested by us. If the Investor refuses to provide the information and documents requested by us, the Investor may be not allowed to conclude Funding Transactions through the Platform.

- 5.7. When concluding a Funding Transaction, You must specify the amount of funds You wish to invest in the Project. In certain cases, a minimum investment limit may be set for the Project and it may not be possible to agree on lower amounts. In addition, the Operator shall have the right to set individual investment limits for You, taking into account Your experience and knowledge in the investment field and Your financial situation.
- 5.8. Before approving the amount of funds to be invested in the Project, You will be required to read and acknowledge receipt of the Key Investment Information Sheet and other information. Taking the relevant steps on the Platform and making an investment decision (acceptance of the Crowdfunding Offer) shall be deemed to be a confirmation of getting familiarised with the Key Investment Information Sheet. In addition, You will be required to read the terms and conditions of the Funding Transaction, which will be signed on Your behalf by the Operator.
- 5.9. Our review of the Key Investment Information Sheet shall not constitute a confirmation of accuracy of the information contained in it and/or a recommendation to Investors.
- 5.10. You may transfer the funds You intend to invest only using the methods specified and permitted on the Platform. Settlements for Funding Transactions concluded on the Platform shall be made through an entity licensed to provide payment services in the Republic of Lithuania (electronic money institution or credit institution). Please note that Your preferred payment method may be not supported by the Platform and You may be required to take additional steps, such as opening an account with a specified electronic money institution or credit institution, etc.
- 5.11. When You conclude a Funding Transaction with the Project Owner, the amount of money invested will be debited from Your account from which the payment will be made. The amount will become reserved in Your account. After the Project Owner has concluded the Funding Transaction and provided the Collateral (if applicable), the electronic money institution or credit institution shall transfer the funds to the Project Owner's account. If the target Funding Amount for the Project is not reached, the reservation of funds in Your account will be cancelled.
- 5.12. Please note that after the expiry of the reflection period, if it is applicable to You, You shall not be able to cancel Your decision to conclude the Funding Transaction.
- 5.13. Your invested funds in all cases shall be segregated and kept separate from the Operator's monetary funds. Your funds allocated for the Project funding may be used only in one way, i.e. for the funding of the Project for which You conclude the Funding Transaction.
- 5.14. If the number of Investors interested in concluding Funding Transactions is larger than the Funding Amount, priority shall be given to the Investor who first transfers funds to the Account (unless the funds invested by that Investor are withheld in accordance with the procedure set out in this Contract). By concluding this Contract, You acknowledge that You understand and agree that Your funds may be transferred later than the Project is funded in full and, accordingly, the Funding Transaction shall not be concluded on Your behalf, or You will be offered a Funding Transaction for a smaller amount. In that case, the Operator shall notify You and repay to You the funds or the relevant part thereof.
- 5.15. Other terms and conditions for concluding Funding Transactions may be set out in the specific Crowdfunding Offer as well as in the specific Funding Transaction.

## **6. Entry into force and performance of a Funding Transaction**

- 6.1. The Funding Transaction shall become effective on the day of its signature, i.e. the day on which the Operator, on behalf of all Investors, signs the Funding Transaction with the Project Owner. The



Funding Amount shall be deemed to have been made available to the Project Owner on the effective date of the Funding Transaction and accrual of interest shall commence from the next day.

- 6.2. Although there is normally no additional procedure for signing Funding Transactions, the Operator reserves the right, in certain cases, to separately request Investors to sign the Funding Transaction (its original or copies), powers of attorney or other documents relating to the Funding Transaction, and Investors shall undertake to sign all such documents in due and timely manner.
- 6.3. Following the conclusion of the Funding Transaction, the Operator shall notify the Investors thereof. In that case, the Operator shall also provide the Investors with information (by email and/or via Your personal account on the Platform, where You will be able to find other documents relevant to You) on the essential terms and conditions of the concluded Funding Transaction (e.g., a copy of the special part of the concluded Funding Transaction may be made available). Upon separate request by the Investor, the Operator shall provide the full signed copy of the Funding Transaction.
- 6.4. The Funding Amount may be disbursed to the Project Owner only after conclusion and registration (if registration is required) of Collateral Transactions.
- 6.5. The Project Owner undertakes to use the proceeds of the Funding Transactions only for the purposes specified in the Project. The proceeds of the Funding Transactions may not be used for other purposes of the Project Owner.
- 6.6. The Project Owner shall pay interest, penalties, instalments, other payments relating to the Funding Transaction, irrespective of whether or not the Project Owner has received the Operator's notice for making the payment, only to the Account designated by the Operator, within the time limits set out in the Funding Transaction. The Operator shall instruct the electronic money institution or credit institution to transfer funds from the Account to the Investors.
- 6.7. The Project Owner must provide the Operator with the information on the progress of the Project implementation and other information requested by the Operator at least once a month (or at such other frequency as the Operator may require, including upon separate request of the Operator). The Project Owner agrees that such information may be communicated to the Investors.
- 6.8. Other terms and conditions for the entry into force and performance of Funding Transactions may be set out in the particular Crowdfunding Offer and also in the specific Funding Transaction.

## **7. Change of the Funding Amount and Funding Period. Project cancellation**

- 7.1. For each individual Project, an individual Funding Amount and Funding Period shall be determined and published on the Platform. If the target Funding Amount for a Project is not raised during the Funding Period (except where funding is provided in stages and this is specified in the Project) the following actions may be taken:
  - 7.1.1. The extension of the Funding Period (the Operator shall assess such possibility in advance and publish this information in the Crowdfunding Offer);
  - 7.1.2. The reduction of the Funding Amount on agreement of the parties if the Project Owner can demonstrate the ability to raise the remaining Funding Amount from other sources, and the Investors, having reviewed the updated Project Information, agree (in that case, the Funding Period may also be extended for the same period);
  - 7.1.3. Subject to agreement of the parties, the disbursement of funds to the Project Owner and the extension of the Funding Period for the remaining amount of the Funding for the same period, provided that the Investors, having reviewed the updated Project Information, agree;
  - 7.1.4. The cancellation of the crowdfunding offer, discontinuation of its publication on the Platform. In that case, the funds paid by Investors shall be refunded to them.
- 7.2. If any other circumstances occur during the Funding Period that may reasonably impair the Project Owner's assessment and/or the implementation of the Project, the Crowdfunding Offer shall be

withdrawn from the Platform and the funds shall be returned to the Investors. Such actions taken by the Operator shall not trigger any right to claim damages.

## **8. Mandates and consents You give to us**

8.1. By concluding this Contract, You give us mandate to carry out the following actions on Your behalf and/or agree to the carrying out of the following actions:

8.1.1. By this Contract, the **Investors give mandate and entrust us**, to the extent necessary for the conclusion and performance of the Funding Transactions and/or the Collateral Transactions, and for the protection of the Investors' interests, with taking all necessary actions and decisions on behalf of the Investors, inter alia: concluding Funding Transactions, Collateral Transactions (in which the Operator or a third party acting on its behalf is named as the creditor or their representative) on behalf and in the interests of the Investors, without a separate mandate given by the Investors, without a separate mandate given by the Investors, assigning on behalf and in the interests of the Investors rights of claim arising from or in connection with the Funding Transactions and/or the transactions in respect of the Collateral to third parties, without a separate mandate given by the Investors, representing the Investors in court to the extent required for the conclusion and/or execution and/or enforcement of the Funding Transactions and/or Collateral Transactions, maintaining any other relationships with the Project Owner and public authorities. The actions referred to in this paragraph shall be carried out by the Operator solely in the interests of the Investors. The Investors undertake to give, on the Operator's request, additional mandates in the form prescribed by legal acts, if necessary, for the performance of such actions.

8.1.2. **Investors and/or Project Owners give mandate and entrust us** with instructing an electronic money institution or credit institution to transfer funds accumulated in the Account to the relevant Project Owner to the account specified by that Project Owner.

8.1.3. **Investors and/or Project Owners give mandate and entrust us** with instructing an electronic money institution or credit institution to transfer funds from the Account to Investors;

8.1.4. **Investors and/or Project Owners further give mandate and entrust us** with taking all other actions provided for in the Regulation, other legal acts, agreements with Investors and/or Project Owners.

8.2. For the sake of clarity, it should be noted that the Operator's monetary funds in the Account shall in all cases be segregated and kept separately from the Operator's monetary funds.

## **9. Failure to meet obligations under Funding Transactions**

9.1. Where the Project Owner fails to meet its obligations under the Funding Transactions and there is no fault of the Investors, the Operator (or a third party authorised by the Operator) shall carry out the administration and enforcement actions for the benefit of the Investors in respect of the Funding Transactions and Collateral. The Operator shall be paid the fixed fee for the administration and enforcement actions. The Operator (or a third party authorised by the Operator) shall have the right to take all necessary actions in the administration and enforcement of Collateral, recovery of debts from the Project Owner and enforcement of any other obligations set out in the Funding agreements.

9.2. The funds recovered from mortgaged property, other Collateral and other assets of the Project Owner shall be used primarily to cover the costs and charges incurred by the Operator and other persons acting for the benefit of the Investors. The amount remaining after such deductions shall be used to satisfy the claims of those Investors whose claims are secured by Collateral Transactions. The Operator shall organise the recovery of the Project Owner's debts in accordance with its internal procedures.

9.3. In administering the Funding Transactions and collecting debts, the Operator shall have the right to choose the manner in which the Collateral shall be realised, e.g., to decide whether to sell the Collateral

in a public or non-public auction, or to sell the mortgaged property to a third party chosen by the mortgagor, and to make other decisions allowed by legal acts.

- 9.4. Individual Financing Transactions may provide for other conditions and consequences for failure to meet the obligations.

## **10. Fees**

- 10.1. By concluding this Contract, You also acknowledge that You are aware of the fees applicable on the Platform and their payment procedure and that You undertake to pay such fees according to the prescribed terms and conditions. The fees applicable on the Platform are published [here](#).
- 10.2. The specific fees applicable to Project Owners in relation to their Projects shall be indicated in the Offer as well as in the Funding Transaction.
- 10.3. Project Owners must also cover the fees relating to the payment for third-party services (e.g., for approval and registration, deregistration, amendment of Collateral Transactions). If these fees are borne by the Operator on behalf of the Project Owner, the Project Owner undertakes to compensate for them on the basis of invoices issued by the Operator.
- 10.4. The applicable fees set out in our rates may be deducted from the amounts You transfer or repay to us, as well as from Your funds held in the Account or in Your accounts linked to the Platform with our partners (with an electronic money institution or a credit institution). Such debiting shall be deemed to be duly authorised and by concluding this Contract You agree to this.
- 10.5. Each User shall be liable to pay independently all applicable taxes and/or fees imposed by legal acts in respect of income derived from the concluded Funding Transactions. For the sake of clarity, the Operator does not undertake to make any deductions or withholdings in respect of taxes, unless legal acts so require. The Operator is not and cannot be responsible for the proper fulfilment of the User's obligations in relation to the taxation of income.

## **11. Using the Platform**

- 11.1. You undertake to use the Platform appropriately and only for lawful and fair purposes.
- 11.2. It shall not be allowed on the Platform:
- 11.2.1. to provide to the Operator incorrect, incomplete or inaccurate information;
  - 11.2.2. not to provide to the Operator the requested information, documents, not to update them in time;
  - 11.2.3. if You are a legal person (its representative), to conclude the Contract or Funding Transactions in violation of requirements of legal acts and Your internal documents, mandates, permits issued to You;
  - 11.2.4. to conclude Funding Transactions in breach of any applicable legal acts, concluded contracts, agreements or court judgments to which You are subject;
  - 11.2.5. to act on the Platform on behalf and/or for the benefit of third parties, and to provide financial services to them, unless the manager of a collective investment undertaking is acting on behalf and for the account of that undertaking;
  - 11.2.6. to use the Platform for any unlawful purposes (e.g., fraud, money laundering, terrorist financing, illegal provision of financial services, evasion of the application of international sanctions and restrictive measures, etc.);
  - 11.2.7. for Investors to finance a Project by means other than through the Platform, or to obtain information about Projects by unauthorised means;
  - 11.2.8. to disclose Your Platform login data to any third party, or to use third party passwords and other login data;

- 11.2.9. to transfer or enter to the Platform any data that could contain software viruses, or any other code, files or applications designed to interfere with, limit or damage the functionality of the Platform or its equipment, software, servers or communications equipment (including applications that automatically track, use and/or store information contained / presented on the Platform);
  - 1.1.1. to impact in any way the operation of the Platform and/or the data contained therein by using other additional systems not authorised by the Operator;
  - 1.1.2. to promote and/or advertise other identical or similar platforms or other sources of funding;
  - 1.1.3. to breach in any other way this Contract, Funding Transactions, other agreements concluded between the parties, legal requirements (including, but not limited to, requirements for the prevention of money laundering and terrorist financing), or to cause damage or risk to the Operator, to other Users or to third parties in any other way by Your actions or omissions.
- 11.3. Where the Operator suspects that You have carried out prohibited practices, the Operator may take appropriate action to protect its interests, Your interests or those of third parties. The Operator shall have the right, inter alia, to close or restrict access to Your account, as well as to restrict Your activity on the Platform and/or impose investment limits (for Investors); to discontinue the publication of the Crowdfunding Offer on the Platform; and to suspend or cancel the raising of the Crowdfunding funds for the Project (for Project Owners); to prevent You from concluding Funding Transactions or terminate any Funding Transactions concluded with You; to inform competent public authorities about Your actions; to terminate this Contract without prior notice; and/or take any other legal measures.
- 11.4. Where possible, the Operator shall provide relevant information on the measures applied to You. However, in some cases this will not be possible due to the requirements of the prevention of money laundering and terrorist financing, the implementation of international sanctions and restrictive measures or other legal acts applicable to the Operator. You shall not be entitled to claim damages for the measures taken in respect of You under this paragraph of the Contract.

## **12. Communication**

- 12.1. You must provide and confirm to the Operator Your current telephone number and email address so that the Operator can communicate with You and provide You with all relevant information. All material information shall also be published on the Platform. By concluding this Contract, You confirm that You have permanent access to the Internet and Your email.
- 12.2. You must immediately inform the Operator of any change to Your contact details and update these details in Your Platform account. We consider that the most recent contact details available to us are up-to-date and correct and will be used to provide all notifications and information.
- 12.3. Project Owners may only communicate with Investors in the ways specified and permitted on the Platform. Project Owners shall not be entitled to contact Investors by any other means in order to provide them with any information about the Project other than the information provided on the Platform and/or to obtain funding for the Project from them not through the Platform. Such actions may be considered unlawful and may entail certain legal consequences (such as withdrawal of the Crowdfunding Offer from the Platform and the obligation to pay the relevant fees and/or compensate for damages).
- 12.4. Communication between You and us may be carried out in Lithuanian or English. We reserve the right to require that some of Your requests, comments, observations, documents be submitted in English.

## **13. Contract amendment and termination**

- 13.1. The Operator shall have the right to unilaterally amend and/or supplement this Contract and its Annexes by notifying You accordingly in writing. You shall not have the right to unilaterally amend the terms and conditions of this Contract and its Annexes.

- 13.2. The Operator must inform You of any changes to the amount of the fees and the payment procedure not later than 30 calendar days before the entry into force of the changes. The Operator must inform You of any other changes to the terms and conditions applicable to You not later than the day on which the new terms and conditions come into force.
- 13.3. By concluding this Contract and using the Platform, You confirm that You understand and accept the manner and procedure for amending the terms and conditions of the Contract, its annexes and other documents as set out in this section of the Contract.
- 13.4. You shall have the right to terminate this Contract by giving us 30 days' notice, if:
  - 13.4.1. as the Investor, at the time of termination of the Contract, You do not have any Funding Transaction in force and do not intend to conclude a new Funding Transaction;
  - 13.4.2. as the Project Owner, at the time of termination of the Contract, You do not have any Funding Transaction in force and do not intend to conclude a new Funding Transaction, and also do not have any approved Offer.
- 13.5. We shall have the right to terminate this Contract without notice if You breach the terms and conditions of this Contract (e.g., by performing any of the acts prohibited by this Contract on the Platform, by failing to provide the information and/or documents requested by us), or in any other case provided for in the Contract and in legal acts.
- 13.6. Upon termination of this Contract, Your account on the Platform shall be cancelled. Your personal data shall be retained according to the purposes, time limits and procedure set out in the Privacy Policy and legal acts.

#### **14. Liability**

- 14.1. The party in breach of the Contract shall be liable to compensate the other party for any resulting direct losses, including payment of any fines or other penalties imposed.
- 14.2. The Operator shall only be liable for Your direct losses caused by the Operator's wilful misconduct or gross negligence, provided that such losses result from the material breach of this Contract by the Operator. In all cases, the Operator shall only be liable for those direct losses which the Operator could reasonably have foreseen at the time of the breach of this Contract.
- 14.3. For the sake of clarity, we note that the Operator shall not be liable in the following cases:
  - 14.3.1. With respect to Investors, if the funds You have invested (in whole or in part) are lost due to financial problems suffered by the Project Owner or other circumstances for which the Project Owner is solely responsible;
  - 14.3.2. With respect to Project Owners, if the Crowdfunding Offer is not published on the Platform, is withdrawn from it, or the Project is not funded, as well as in the event of any disruptions in Your operations and Your inability to implement the Project;
  - 14.3.3. If Users provide incorrect data to the Operator and/or to You;
  - 14.3.4. If the Operator's partner – an electronic money institution or a credit institution – fails to meet or improperly meets its obligations;
  - 14.3.5. for any service disruptions, including but not limited to Platform failures or other malfunctions that may affect the conclusion of Funding Transactions;
  - 14.3.6. For Your loss of profits and income, loss of reputation, business failure and/or indirect damages.
- 14.4. The Operator shall only administer the Platform and act as an intermediary between the Investors and the Project Owners. Users shall conclude Funding Transactions on the Platform directly with other Users, at their own will and risk, and they personally shall be the parties to the contracts and shall be responsible for the compliance with their obligations.

- 14.5. The Operator shall not be liable and may not be held liable for, inter alia, the non-performance (or improper performance) of duties and/or unlawful conduct of the Project Owners, other Investors and/or other third parties; Your actions exceeding the limits of Your mandate; the forecasts of the Project and their realism and accuracy; the non-performance (or improper performance) of the services provided by other parties (e.g., payment services, communication services etc.).
- 14.6. For the sake of clarity, we note that the Operator's activities do not include (and should not be deemed to include) the provision of investment recommendations, the provision of payment services, advising on the conclusion and performance of immovable property transactions, the development of immovable property projects, the enforcement of obligations, and any other activities unrelated to crowdfunding and not covered by this Contract.

## **15. Insolvency of the Operator**

- 15.1. All information necessary for the proper performance of Funding Transactions shall be communicated to the administrator or other authorised person appointed in the event of bankruptcy or restructuring, to ensure the continuity of existing recoveries and other activities necessary in order to secure legal relationships in the usual manner.
- 15.2. The bankruptcy or liquidation of the Operator shall not affect the Funding Transactions concluded between the Users and they shall remain effective.

## **16. Risks**

- 16.1. In no event and under no circumstances shall the Operator be liable for any damages or loss of income suffered by You.
- 16.2. The crowdfunding shall not be covered by insurance under the Republic of Lithuania Law on Insurance of Deposits and Liabilities to Investors.
- 16.3. Investing in the Project shall entail the increased risk and Investors' funds invested in the Project may be lost and/or may not generate the target return to the Investors due to the Project Owner's financial difficulties, insolvency or other circumstances.
- 16.4. When concluding Funding Transactions, Investors should assess the risks of transactions and their suitability and acceptability for themselves and, if necessary, seek specialist advice. Investors may refer to the risks posed by a particular Project in the documents published together with the Project. Information on the risks associated with crowdfunding is published on the [Platform](#).
- 16.5. The main risks of the Project shall be assessed by the Operator in accordance with its internal procedures, and a risk rating shall be assigned to the Project accordingly. Project Owners agree that the Operator shall have the right to publish such information and You may not request its alteration or challenge it.

## **17. Intellectual property**

- 17.1. All intellectual property rights relating to the Platform, its content, our website and trademarks we use shall be wholly owned by the Operator.
- 17.2. The content presented on the Platform may be copied, downloaded, stored, reproduced or otherwise used without the Operator's express written consent only to the extent, as and when necessary and related to the use of the services provided by the Operator.

## **18. Personal data protection**

- 18.1. We process Your personal data as well as personal data of Your representatives, beneficiaries and other persons in the manner set out in the Operator's [Privacy Policy](#).

If You are a legal person, as the controller of the data of Your representatives and beneficiaries, You undertake to ensure that data subjects are properly informed about the submission of their data to the Operator and the processing of their data, as required by the legal acts regulating the processing of personal data.

**19. Final provisions**

- 19.1. You may not assign to any third party any of Your rights and/or obligations under this Contract or the concluded Funding Transactions without the Operator's prior written consent. The Operator shall have the right to assign its rights and/or obligations under this Contract and/or the concluded Funding Transactions to third parties without Your prior written consent.
- 19.2. If any provision of the Contract is declared invalid, the remaining provisions of the Contract shall remain in full force if the invalid provisions were not essential provisions of the Contract.
- 19.3. Each Party confirms that it holds all required mandates, permissions and licences under applicable legal acts for carrying out the actions necessary for the performance of this Contract.
- 19.4. Your complaints shall be handled in accordance with the Operator's rules for handling of complaints published on the Platform.
- 19.5. This Contract and the Funding Transactions shall be governed by law of the Republic of Lithuania. All disputes between You and the Operator shall be settled by way of negotiations and if no agreement is reached the dispute shall be referred for further settlement to a competent court according to the Operator's seat.
- 19.6. You and we confirm that we hold all the necessary mandates, permissions and licences required by applicable legal acts for carrying out the actions necessary for the conclusion and/or performance of this Contract.
- 19.7. This version of the Contract shall enter into force on 2023.07.25 and shall apply to the relationships between the Investors, Project Owners and the Operator existing from 2023.07.25.