Terms & Conditions

1. General

1.1. The credit assignment market (hereinafter, the " **Platform** ") is operated by **Sunday Marketplace OÜ** , registered and existing under the laws of Estonia, with registration code 14580113, Estonian VAT number EE102104260 (hereinafter, he " **Operator of the Platform** "). The Platform's services These terms are only available to registered users. and Conditions (hereinafter, the " **User Agreement** ") constitute a legally binding agreement between a user and the Platform Operator and apply to any person who has completed the registration process on the Platform. All interest rates referenced in this document are projected rates and are not guaranteed.

1.2. By registering as a User, you subscribe a Agreement of User with he Platform Operator and acknowledges that he is the only one responsible for fulfilling all the laws, regulations and requirements of the jurisdiction in which you live that may be applicable when using this Platform.

1.3. For the purposes of this User Agreement, any reference to "we", "us", "our" or "Sunday Marketplace" is a reference to the Platform Operator and any reference to "you" refers to you as the user entering into a User Agreement.

1.4. In addition to this document, please also consult our Privacy Policy to learn how we process your personal data.

1.5. By signing the User Agreement, you agree that all communication between we, including any policy, agreement or contract, will conduct business in English.

2. Users admissible

2.1. Person physics

If you It is a natural person, to accept he Agreement of User confirms that possesses the most of age (18 years) and the ability of act for acquire rights and contract obligations without authorization of other person.

2.2. Person legal

If the applicant is a legal entity, information must be provided about both the legal entity and the natural person representing the legal entity (see clause 2.1 above). The natural person representing the legal entity must contribute the proof of the rights of representation, So as all and each of the required data about the legal entity.

2.3. We reserve the right to refuse to provide services if any of the following occur: or several of the following circumstances:

i. No can verify his identity neither the of their representatives;
ii. No ha filled duly he process of record either No us ha provided all the data and documents that we have considered necessary;
iii. is resident either citizen of a country that we consider of high risk;

iv. is either ha been a person politically exposed;
v. You are or have been associated, according to recognized and reliable sources (e.g., public authorities , international organizations, media) with organized crime, money laundering, terrorist financing, the follow-up illicit of narcotics, the fraud or any other illegal activity;
vi. There are circumstances relating to you, or to a person linked to you, that indicate an increased risk of money laundering, terrorist financing, illicit drug trafficking, fraud or any other illegal activity;
vii. is either ha been object of a sanction financial international;
viii. is insolvent or insolvency proceedings (or other similar proceedings) have been initiated against you;
ix. have other good reason that No HE ha listed previously.

3. Process of registration

3.1. Collection of data

During the registration process, we will ask you to complete a registration form. You will find further explanations about the personal data (whether your own personal data or, if you are a legal entity, the personal data of your representatives, directors, shareholders, or beneficial owners) that we collect and the purposes for which we use that data in our Privacy Policy .

After sending the data initials and accept the terms and conditions of the On this platform, you will be considered a registered user. However, to comply with our legal obligations or for any other legitimate purpose, we may request additional information from you. We will inform you whether providing the requested information is mandatory or voluntary, and which communication channels you should use to provide us with the requested information.

If you do not provide the requested information, we will not be able to assess whether you meet the requirements to use our services. Therefore, we may suspend service provision until you provide the requested information. we have received the data required either terminate the Agreement User agreement between us.

3.2. Due diligence with regard to the customer

Before allowing you to use our services, we will need to verify your identity. and, if you are a legal entity, the identity of your representative. We may apply other customer due diligence measures at our sole discretion. We may use third-party service providers to collect and process the data collected for the purpose of verifying customer identity or other due diligence measures, in which case their terms and conditions of service may apply. We may also request additional documents confirming the origin of the transferred funds and any other documentation required by anti-money laundering regulations.

We may not be able to provide you with any service or continue to provide it if you refuse to comply with our customer due diligence requirements.

3.3. Opening of a account of user

Opening a user account is subject to our discretion and not We can provide answers to the reasons why certain account openings are denied. Even if we open a user account for you, we may unilaterally terminate the User Agreement entered into with you if there are indications that you do not meet the requirements we have established for Platform users.

4. Obligations of the user

4.1. HE obliges to it following:

i. respect the terms and conditions of this User Agreement and the laws of your country of residence and/or of the country from the that access to Our website is www.mysundaymarketplace.com when you use our services;

ii. not to use the Platform and/or its services in bad faith or for illegal purposes, including fraud, money laundering or the financing of terrorism;

iii. provide us only information truthful;

iv. inform us it before possible of any change in the information;

v. use only secure means and devices for electronic communication and data transfer;

vi. prevent unauthorized access to our website or Platform, which includes, but is not limited to, transmitting or uploading to the website any document containing viruses, Trojans, worms, etc .;

vii. No allow that third parties No authorized use his account of user;

viii. Please inform us immediately of any unusual, suspicious, unclear, or abnormal changes in your user account;

ix. in communication with us, to exercise decency and observe universal moral standards;

x. submit the information and documents on time so that we can carry out due diligence in accordance with our KYC and AML procedures and policies;

xi. avoid the infringement of the property intellectual;

xii. not to assign or transfer to third parties any of your rights or obligations under this User Agreement or any assignment agreement entered into through the Platform without our prior written approval.

4.2. Statements

To the subscribe the Agreement of User, acknowledges that is responsible of determine if The services provided through the Platform are suitable for you, having in account their goals personal, his situation financial and his provision to the risk. You acknowledge that you are only authorized to open the user account for your own use and not to transfer it to third parties.

4.3. Consequences of the breach of the obligations

In the event that we detect that you are in breach or may be in breach of any of are obligations, us We reserved he right of, to our entire discretion, limit your use of the Platform or your user account, temporarily restrict your access to the Platform or your user account, or terminate this User Agreement.

4.4 Restricted users, blocked users, and inactive accounts

For the purposes of this User Agreement, the Platform may assign to the User Account, among others, the statuses “Restricted” or “Blocked ” , depending on the circumstances and in accordance with the provisions of this clause.

Restricted User : A user whose operations have been temporarily limited will be considered restricted, including, among other cases, those in which it is necessary to complete, update or verify user information or documentation within the framework of our identification, due diligence, KYC or AML procedures.

While the User Account remains in Restricted status, the User may access their profile and consult the information available on the Platform, but may not carry out new operations, make fund movements, contract new Smart Products or carry out other operations that involve the disposal of their funds or investments, except those that are expressly enabled by the Platform.

Blocked User : A User will be considered blocked if their User Account has been blocked by the Platform as a result of a breach of their contractual obligations, for reasons related to compliance with applicable regulations, including obligations regarding the prevention of money laundering and terrorist financing (AML/CTF), or for any of the other circumstances provided for in this clause that justify the blocking of the User Account.

While the User Account remains in a Blocked state, the User will not be able to access their profile or carry out operations through the Platform, without prejudice to the actions that the Platform must take to manage its funds and investments or comply with its legal or regulatory obligations.

4.4.1 Restricted User (Restricted).

When the User Account becomes Restricted, the balance held in Smart Base will be liquidated and the resulting amount will be automatically transferred to Smart Open, ceasing to generate interest or any other remuneration corresponding to Smart Base from that moment on.

When a User Account is reclassified to Restricted status, a one-time fee of €10 will be applied to cover the manual processing required to change the status. Additionally, while the User Account remains Restricted, a maintenance fee of €10 will be charged for each month it remains in that status.

4.4.2 Blocked User .

When a User Account enters Blocked status, the funds held in Smart Base and other Smart Products, including those with a fixed term, will be liquidated . This liquidation will be carried out without penalties or early termination fees, and the resulting amounts will be transferred to Smart Open.

When the User Account changes to a Blocked status, a one-time fee of 10 euros will be applied for the status change, corresponding to the manual management necessary to carry out said change.

Additionally, while the User Account remains in a Blocked state, a monthly fee equivalent to the greater of the following amounts will be applied:

(i) 10 euros; or

(ii) 10% of the total value of the investments held by the User on the Platform at the time the block occurs.

4.4.3 Inactive User

When the User's aggregate balance across all accounts, balances and positions held through the Platform is less than 1,000 euros and no transactions have occurred during the previous twelve (12) months, the Platform reserves the right to charge the User an inactivity fee of 10 euros per month.

For the purposes of calculating the aforementioned threshold of 1,000 euros, the aggregate balance corresponding to My Account, Smart Open, Smart Base and the other Smart Products that the User maintains through the Platform will be taken into account.

If the User's aggregated balance reaches zero (0) euros, the Platform will take the necessary steps to proceed with the closure of their User Account.

One month prior to the first inactivity fee being charged, the User will be informed of this circumstance so that they can rectify their situation. If the User has not rectified their situation before the last day of the corresponding month, the inactivity fee will be charged within the first five (5) days of the following month.

Once the causes that led to the restriction or blocking have disappeared and the necessary checks have been carried out, if applicable, we will be able to fully or partially restore the User's access to the functionalities of the Platform.

4.4.4 Common provisions for inactive, blocked and restricted balances

We may restrict or block your User Account when you do not respond to our requests for information or documentation, when we are unable to satisfactorily complete or update due diligence checks, when there are doubts about the origin of the User's funds or assets, or when it is necessary for compliance with our legal or regulatory obligations, including those relating to the prevention of money laundering and terrorist financing, fraud or security.

While the User Account remains restricted or blocked, the User will not be able to perform new transactions, purchase new Smart Products, or access their funds, except to the extent expressly permitted in accordance with these Terms and Conditions, the functionalities enabled on the Platform, or applicable law. The User may continue to access the Platform to view available information about their User Account, balances, and Smart Products, unless it is necessary to limit such access for legal, regulatory, or security reasons.

When a User Account is restricted or blocked, the balance held in Smart Base will be liquidated and the resulting amount will be automatically transferred to Smart Open. From the moment this amount is credited to Smart Open, it will cease to accrue interest or any other remuneration corresponding to Smart Base and will not generate any interest or remuneration while it remains in Smart Open.

Transferring the balance from Smart Base to Smart Open will not lift the restriction or block. The amounts shown in Smart Open will remain subject to the limitations applicable to the User Account as long as the reason for the restriction or block persists.

Other Smart Products that remain active and are not subject to liquidation as a result of the restriction or blocking will continue to be subject to their respective terms and conditions, including, where applicable, the accrual of interest or returns. However, any amount that is liquidated and credited to Smart Open will cease to generate the corresponding interest for the original Smart Product from the moment it is credited to Smart Open.

We may charge the User the maintenance costs provided for in these Terms and Conditions as long as the circumstances that give rise to their application exist.

If, as a result of the ongoing maintenance expenses described in this section, the User's balance approaches a negative value, we will take the necessary steps to close their User Account and will notify them without delay. Under no circumstances may the User's balance, as a result of these expenses, be negative or less than zero (0) euros.

Once the causes that led to the restriction or blocking have disappeared and the necessary checks have been carried out, if applicable, we will be able to fully or partially restore the User's access to the functionalities of the Platform.

5. Our rights and obligations

5.1. Authorization for manage the rights of credits

By means of this document, you give us instructions and authorize us and the loan originators to manage the loans you have acquired from through the

Platform. You agree not to unilaterally revoke the authorization granted under this User Agreement. We confirm that the credits that The credit you have acquired through our Platform is solely and exclusively your property as set out in the Assignment Agreement, and we are only managing the credit as set out in the cooperation agreement with the loan originator.

We and the loan originators will manage the loans transferred to you separately from our own assets.

We will manage the assigned credit until its full repayment, acting as your agent.

5.2. Discrepancies geographical

Can offer different contents and services in the Platform to the users depending on your country of residence or other criteria at our sole discretion.

5.3. Right to appeal to subcontractors

We may delegate any of our obligations to third parties if required by applicable law or if necessary to improve the quality of services provided through the Platform.

5.4. Accounts restricted

We may have to restrict your account in accordance with clause 4.4 until you have responded to our requests.

6. Account of user

6.1. Access to the account of user

Upon registering, will be generated a account of user and you we will assign a number of unique identification. The user account will be fully activated after we have verified your identity and carried out any additional due diligence. customer, according to be necessary, and you is transferred 1 euro to your user account.

You can access your user account through our website or using our mobile app. There may be differences in platform functionalities depending on how you access your user account.

Your user account is private and is accessed with your username and password. By creating a user account, you agree to keep your account details (and especially your password) confidential. We are permitted to assume that any transaction made through your user account is authorized by you and will be binding upon you.

If your user account has been or is being used by an unauthorized third party, please notify us so we can temporarily block all transactions made with your account. If you forget your password, we will allow you to reset it, provided you can verify your identity. We may also, but are not obligated to, temporarily block your user account if we suspect unauthorized access and will notify you accordingly.

6.2. User Account and My Account

By registering on the Platform, a User Account will be generated associated with your profile, from which you can access the functionalities and services available at any given time.

As part of these functionalities, the User may have access to My Account, a term used on the Platform to identify the payment account or equivalent functionality provided to the User by a duly authorized Payment Service Provider.

My Account will allow the User, through the Platform's technological interface, to receive funds and transmit instructions to make transfers and other payment operations that are enabled by the Payment Service Provider.

The Platform Operator does not provide payment services associated with My Account, maintain the User's payment account, or execute payment transactions. The Platform provides the technological interface through which the User can view certain information related to My Account and transmit instructions to the Payment Service Provider for execution.

Payment services will be subject to the terms and conditions applicable to the relationship between the User and the corresponding Payment Service Provider.

6.3. Access to the data

Your user account details will be used to link your transactions on our website to your user account. You can view your pending transactions and historical information upon request. In your user account, You will be able to see the total number of pending claims.

6.4. Update their data

During our contractual relationship, you are required to keep the information you provide us up to date. If you use our mobile app, you can update your email address and phone number in your account settings. You can also update your information by contacting us using the contact details available on our platform. We will always consider the information you provide to be valid.

7. Transfer of funds to the account of user

7.1. General

To use the Platform's services and perform operations related to Smart Products, the User must have sufficient funds for the corresponding operation .

Certain services related to the receipt, maintenance and transfer of funds, as well as the execution of payment operations, will be provided by a duly authorized payment service provider (the **"Payment Service Provider"**).

The Platform Operator does not provide payment services nor maintain payment accounts for Users. The Platform acts as a technological interface through which the User can access certain functionalities, consult available information, and transmit instructions or orders to the Payment Service Provider for execution.

Currently, the Payment Service Provider is:

- **TITANS TELECOMMUNICATIONS, SA**

The payment services provided by TITANES TELECOMUNICACIONES, SA will be subject to their own terms and conditions, available at the following link:

General Terms and Conditions of TITANES TELECOMUNICACIONES, SA:
https://www.grupotitanes.com/pdf/CondicionesGenerales.pdf

By using the corresponding payment services, the User acknowledges that such services are provided by the Payment Service Provider and are subject to the conditions applicable to the relationship between the User and said provider.

7.2. Add funds

The User may add funds to My Account via bank transfer, card deposit, or any other means available at any given time. My Account is the term used on the Platform to identify the payment account or payment functionality made available to the User by the Payment Service Provider, in accordance with its own terms and conditions.

The Platform provides the technological interface that allows the User to view available information about My Account and transmit instructions related to enabled payment transactions. The receipt, maintenance, and transfer of funds to My Account, as well as the execution of payment transactions, are the responsibility of the Payment Service Provider.

To allocate funds to the contracting or carrying out operations related to Smart Products, the User may, through the Platform, order the transfer of funds from My Account to the investment environment, with said amounts being reflected on the Platform as available balance in Smart Open .

Smart Open represents the operating balance associated with the Platform's investment environment. The amounts shown in Smart Open correspond to funds that the User has specifically allocated to carry out transactions related to Smart Products and which, until applied to an investment or returned to the User, will be kept separate from the Platform Operator's own funds in a separate account designated for maintaining User funds .

Smart Open is not a payment account and cannot be used to make payments or transfers to third parties, receive funds directly from third parties, or perform other payment transactions. Funds available in Smart Open may only be used for transactions related to Smart Products or transferred back to My Account according to the functionalities available on the Platform.

The funds available in Smart Open will not accrue interest until they have been applied to a Smart Product.

The first transfer order from My Account to Smart Open will require User authorization via OTP (One-Time Password) or other applicable authentication mechanism. When this order involves a payment transaction, the Platform will transmit the corresponding instruction to the Payment Service Provider for execution.

When this feature becomes available, the User will be able to enter promotional codes when ordering a transfer of funds from My Account to Smart Open. The application and effects of these codes will be subject to the specific terms and conditions of the corresponding promotion.

The transfer or use of funds may be rejected, suspended, or subject to further checks when there are doubts about their origin or when necessary to comply with applicable legal or regulatory obligations, including those relating to the prevention of money laundering and terrorist financing. For these purposes, we may request information and documentation from the User regarding the origin of their assets and the funds used.

When it is not possible to identify the User related to a particular payment, the necessary measures may be taken to ensure that the funds are returned to the sender, where appropriate, in accordance with the procedures and conditions applicable to the relevant payment service.

7.3. Use of funds for platform operations

The funds available in Smart Open may only be used for operations related to Smart Products that have been selected and authorized by the User, in accordance with these Terms and Conditions and with the specific conditions applicable to the corresponding Smart Product.

When the User contracts a Smart Product or makes a contribution to it, the corresponding amount will be applied against the available balance in Smart Open and will cease to be available in said balance from the moment it is allocated to the corresponding investment operation.

No transaction may be carried out when the available balance in Smart Open is insufficient to cover the corresponding amount, except when the User has expressly authorized automatic payment mechanisms or other functionalities that allow obtaining the necessary funds from My Account or from other Smart Products, in accordance with these Terms and Conditions.

The Platform Operator will maintain individualized records of the amounts corresponding to each User reflected in Smart Open and of the operations carried out with charges or credits to said balance

8. Claims Shopping

8.1. General

We only offer automated purchase of credit rights. Manual purchase of credit rights is not available on the Platform.

Only he can use our Platform for the buys automated of rights Credits will be available to you once you have completed customer due diligence and transferred sufficient funds to your user account. We apply different fees depending on your preferences and appropriate strategy (" **Smart Products"**). Depending on the Smart Product (as defined in clause 11.1) you choose, different fee structures and exit opportunities may apply (see the price list and resale conditions below).

8.2. Authorization of the buys automated of the rights of credits

To activate the automated purchase of credit rights, the User must select the corresponding Smart Product and accept its particular conditions.

Following such acceptance, the User authorizes the Platform Operator to use the funds allocated to the corresponding Smart Product from Smart Open for the automated acquisition of credit rights, in accordance with the strategy, characteristics and conditions of the selected Smart Product.

The amounts allocated to the acquisition of credit rights will be charged against the available balance in Smart Open and, from the moment they are allocated to the corresponding investment operation, they will cease to be part of the available balance in Smart Open and will be subject to the conditions of the Smart Product and the corresponding assignment agreement.

The authorization granted by the User will allow the Platform Operator to carry out the operations of acquiring credit rights provided for in the selected Smart Product, without the need to obtain an individual authorization for each acquisition, within the limits and conditions previously accepted by the User.

8.3. Change the Smart product

You will not be able to change your preferences before the chosen period for your Product Smart. A time elapsed he term corresponding, will be able to choose between continuing with the same Smart Product or choosing a new Smart Product.

8.4. Assignment of credits

By subscribing to the User Agreement, the User authorizes the Platform Operator to enter into credit assignment agreements with Loan Originators, in accordance with the criteria and conditions corresponding to the selected Smart Product.

Before each credit right is assigned, the corresponding amount will be deducted from the funds the User has allocated to the corresponding Smart Product within Smart Open. Once this amount has been applied to the acquisition, it will no longer be part of the available balance in Smart Open.

The assignment agreements will conform materially to the assignment agreement template that will be made available to the User for acceptance before accessing the investments.

Credit rights will be allocated to the User and other Users based on their risk profile and the criteria corresponding to the selected Smart Product. Each credit right may be divided into fractions and allocated to several Users based on the risk level of their respective portfolios. The Platform Operator will not give priority to any User on the Platform.

The authorization granted to make automated purchases does not guarantee that any acquisition of credit rights will actually take place.

8.5. Credit rights management

You confirm and understand that the credits you assign to a Originator of Loans are not all the credits of the creditor against the relevant borrower, and that you It will not become the borrower's sole creditor under the loan agreement. Its rights to receivables, along with those of other Platform users arising from the loan agreement in question, will continue to be managed by the original creditor or the Platform Operator, as applicable.

The User may consult through the Platform information about the operations carried out on their behalf, the credit rights that make up their portfolio, the movements corresponding to their Smart Products and the amounts applied or credited in Smart Open as a result of said operations.

Information relating to My Account, including your balance and associated payment transactions, will be displayed through the Platform based on information provided by the relevant Payment Service Provider.

8.6. Regularization of balances and operations

If, as a result of a technical, operational, processing error or any other incident, an amount, movement or operation is incorrectly reflected in **Smart Open** or in any of the Smart Products, the Platform Operator may make the necessary corrections in its records in order to correctly reflect the operation actually carried out.

The User will not be entitled to access any amounts that have been erroneously reflected or credited in Smart Open or any of the Smart Products. When such amounts have been used, invested, or withdrawn before being corrected, the User must reimburse them or provide the necessary funds to rectify the situation.

When the regularization affects **My Account** or requires the execution of a payment operation, said operation will correspond to the Payment Service Provider and will be carried out in accordance with the terms and conditions applicable to the corresponding payment service and, when necessary, with the authorization of the User.

If, as a result of the regularization, there is an outstanding amount owed by the User, the User must provide the necessary funds to regularize it within **three (3) business days** from the receipt of the corresponding notification.

8.7. Changes in Smart Product

We may change the functionality of the Platform or the conditions of your Smart

Product at any time or stop providing the services by notifying you at least 30 (thirty) days. natural before that the change between in vigor. In In the event of substantial changes to the Smart Product, if it is not In accordance with the changes, you will have the right to resell it and the Withdrawal Fee will not apply to you (you will find further explanations below).

To stop purchasing credit rights, you will need to resell your portfolio of credit rights and withdraw your funds. The resale conditions are set out in clause 13.

8.8. Limitation of responsibility

We are not responsible for the enforcement of any credit rights that may have been granted to you. assigned. We will not assume any responsibility for any losses suffered or may suffer in connection with the use of the Platform, your user account and any service available in the same, including he use of the buys Automated credit processing. In the event that a borrower defaults on their payment obligations, neither we nor the original creditor will assume responsibility for the security of the loan, and neither of the above will be obligated to reimburse you for the price you paid for the loan or any part thereof , unless clearly stipulated otherwise.

Nor do we we do responsible Yeah No we found applications appropriate for you, or if you are not allocated eligible applications. In which case no interest will accrue on funds not used to purchase applications held on your behalf.

You are fully responsible for your choice to use the feature you have selected and confirmed, either personally or through your representatives, and you will assume all the responsibility for the resulting consequences of the confirmation of said configuration and use of the functionality.

8.9. Credit eligibility criteria and buyback obligation

In order to manage the risk of investments available on the Platform, the Platform Operator will only make available to Users loans that meet certain minimum eligibility criteria and guarantee coverage.

In particular, the credits available for purchase through the Platform must meet, at a minimum, the following conditions:

a) The loan must have a real guarantee, which may consist of a mortgage guarantee on real estate or a fiduciary guarantee, including guarantee trusts in jurisdictions where this figure is applicable.

b) The Loan -to - Value ratio (LTV) of the loan at the time of its origination may not exceed 50% of the value of the asset that serves as collateral.

c) All credits offered on the Platform will be subject to a contractual buyback obligation obligation ") by the Loan Originator .

Under this repurchase obligation, the Loan Originator will be required to repurchase the loan from the investor if the borrower defaults for more than 90 days from the due date of any payment arising from the loan agreement.

In the event of the repurchase obligation being triggered, the Loan Originator shall, at its option:

- reimburse the investor the full purchase price of the loan, or
- replace the loan with another loan of similar characteristics and value.

The buyback may be executed automatically by the Platform Operator in accordance with the cooperation agreements signed with the Loan Originators .

The specific conditions of the repurchase obligation will be set out in the cooperation agreements entered into between the Platform Operator and the Loan Originators , as well as in the corresponding credit assignment agreements.

9. Briefcase of credit ceded

9.1. Management of credit ceded

We manage the loans in your portfolio on your behalf. You are not authorized to communicate directly with the original creditor or the borrower. Therefore, SUNDAY MARKETPLACE is not obligated to provide any information regarding the identity of the original creditor or borrower, whether natural person or legal.

9.2. Data of the briefcase

Following the execution of an assignment agreement and throughout its validity period, the User may consult through the Platform the available information relating to the credit rights that make up its portfolio and their execution.

You can also consult the amortization schedule for the loans acquired, the principal amortization installments and any settlement of interest, fees or other payments related to them.

The amounts due to the User as a result of the liquidation, refund, resale or termination of their investments will be paid to Smart Open, unless the specific conditions of the corresponding Smart Product expressly establish a different destination.

The loan agreement entered into between the original creditor and the borrower, as well as any other related documents resulting from it, will not be made available to you.

9.3. Payments of the borrower

The Borrower will make Borrower Repayments in accordance with the Loan Agreement. The original creditor or any other person receiving such repayments will assign or transfer to us, as applicable, the amounts related to the credit rights acquired through the Platform.

To avoid any doubt, the User is only assigned the credit rights expressly identified in the corresponding assignment agreement, and not any other rights or obligations arising from the Loan Agreement.

The amounts received related to the credit rights will be allocated proportionally to the Users based on their participation in the corresponding assigned credit and will be applied in accordance with the conditions of the corresponding Smart Product.

When, in accordance with these conditions, the amounts must be made available to the User instead of being reinvested or held within the Smart Product, they will be credited to Smart Open, unless the specific conditions of the Smart Product expressly establish a different destination . The priority of the allocation of income

The priority for the allocation of income will be determined in the transfer agreement.

10. Rates of user

This clause 10 is a simplification of the rates from the perspective of the user. Clauses 11 and

12 contain further explanations.

10.1. The users are subjects to 3 guys of rates:

- Share of maintenance
- Rate of establishment
- Rate by withdrawal advance

10.2. Share of maintenance

The Maintenance Fee is a fee charged monthly to the User who does not respond to our communications related to clause 4.4.

10.3. Rate of establishment

The opening fee is a one-time fee charged to users when they request Smart "Aura" or "Star" products. Depending on the amount of the initial investment, different percentages are charged, as indicated in the Clause 12.2.(iv .). This opening fee is reimbursed to the user over the duration of the Smart product in the form of a variable interest rate in accordance with clause 12.2.(vii .).

10.4. Commission by withdrawal advance

In the event of early withdrawal of funds from Smart products (excluding the basic Smart product), an early withdrawal fee will be charged in accordance with clause 11.3 for the Smart "30", "90", "180", "One", " Advanced One", "Market", and "Dynamic" products. For the Smart "Star" and "Aura" products, an early withdrawal fee will be charged in accordance with clause 12.2(xv).

With regard to the product Advanced One, The customer should be aware that if the booking is cancelled in advance:

(1) always would receive a amount minor to his investment initial,

(2) TO to start of the day 166 the interests accrued will be commission by early cancellation .

10.5. Other rates

The user's bank, payment institution or electronic money institution may deduct a fee for transferring funds from the user's payment account opened with them.

11. Pay of the services of the Platform

11.1. Rate of interest

You will receive an interest rate based on the applicable Smart Product you choose. Interest rates are listed in clause 12.

11.2. Commission by resale

In the event of resale of credits, we have the right to withdraw the commission calculated in accordance with clause 11.3 for the resale of the relevant credits immediately after the resale has been executed, without the need to enter into any further agreement with you.

11.3. Commission of withdrawal

Each Smart Product will have a validity period and specific resale or divestment conditions. When the User requests the total or partial withdrawal of a Smart Product before the end of the corresponding period, an early withdrawal fee (the **"Withdrawal Fee"**) may be applied, in accordance with the conditions applicable to the corresponding Smart Product.

For the purposes of this clause, the withdrawal of a Smart Product constitutes a divestment transaction and not a withdrawal of funds from My Account or a payment transaction.

The Withdrawal Fee will apply to all Smart Products except Base, Star and Aura, which will be governed by the specific conditions set out in clause 12.2.

Where applicable, the Withdrawal Fee will be calculated on the value of the credit rights whose resale or divestment has been requested by the User, according to the formula set out below for the corresponding Smart Product.

Once the resale or divestment has been executed and any applicable commissions have been paid, the resulting amount will be credited to Smart Open, unless the specific conditions of the corresponding Smart Product expressly establish a different destination.

For "30", "90", "180", "One" and "Market" the Withdrawal Fee is the minimum of the following two:

- $\left((1+2.5\%)^{\frac{1}{365}}-1\right)\times \mathit{Inversión} \times \mathit{Días\ restantes}$
- Total Intereses devengados

For he product "Dynamic", the Commission of Withdrawal is he minimum of the two more:

- $\mathit{Inversión} \times \mathit{Días\ restantes} \times 2.5\%/365$
- Total Intereses devengados

For he product " Advanced" One", the Commission of Withdrawal is:

- $Min\left(\left((1+2.5\%)^{\frac{1}{365}}-1\right) * \mathit{inversión\ inicial} * \mathit{días\ restantes}, \mathit{total\ intereses\ ganados}\right) + \left[\left((1+i)^{\mathit{days\ remaining}}\right)-1\right] * \mathit{saldo\ acumulado\ actual}$

where ;

- $total\ intereses\ ganados = saldo\ acumulado\ actual - inversión\ inicial$
- $saldo\ acmulado\ actual = \left((1 + i)^{días\ transcurridos}\right) * inversión\ inicial$
- $i = \left[(1 + 3\%)^{\left(\frac{1}{365}\right)}\right] - 1$

When the withdrawal fee is negative, no additional fee will be charged. The fee will be deducted from the interest payments on the deposited amount and does not, under any circumstances, represent an additional fee applied to the deposited amount.

11.4. Commissions of transaction of his supplier of services of pay

Your bank, payment institution, or electronic money institution may deduct a fee from us when you transfer funds from your payment account opened with them, according to their own price list.

12. Products Smart

12.1. Vision general of the products Smart

Each Smart product has its own exit conditions and a different interest fee structure. Smart products with longer terms They offer a higher interest rate, which is explained in the "Interest Rate" column below.

Smart Product	Specs	Interest	Investment initial
"Base"	Can request the resale of any number of your credits at any time. By it, he Guy The expected interest for the Smart "Base" product is reflected in the following column.	2.5% (TAE) Compound. Accrual diary.	From €1.
"30"	The duration of this The Smart Product has a 30-day warranty from the date of the Transfer Agreement, after which you may request the withdrawal of your funds without being subject to the Withdrawal Commission.	2.6% (TAE) Compound. Accrual diary.	From €1,000.
"90"	The duration of this The Smart Product has a 90-day warranty from the date of the Assignment Agreement, after which you may request the withdrawal of your funds without being subject to the Withdrawal Commission.	2.7% (TAE) Compound. Accrual diary.	From €1,000.

"180"	The duration of this Smart Product is of 180 days to from the date of the execution of the Assignment Agreement, after which you may request the withdrawal of your funds without being subject to the Withdrawal Commission.	2.8% (TAE) Compound. Accrual diary.	From €1,000.
"One"	The duration of this Smart Product is of 365 days to from the date of the execution of the Assignment Agreement, after which you may request the withdrawal of your funds without being subject to the Withdrawal Commission.	3% (TAE) Compound. Accrual diary.	From €1,000.

“ Advanced One”	The duration of this Smart Product is of 365 days to from the date of the execution of the Assignment Agreement, after which you may request the withdrawal of your funds without being subject to the Withdrawal Commission.	3% (TAE) Compound. Interest will be paid in advance. in the moment of product purchase .	From €5,000.
"Market"	The duration of this The Smart Product is valid for 3 years (1095 days) from the date of the Assignment Agreement, after which you may request the withdrawal of your funds without being subject to the Commission Withdrawal .	4% (TAE) Compound. Accrual diary.	From €1,000.
"Dynamic"	The duration of this The Smart Product is for 5 years (1825 days) from the date of the Assignment Agreement, after which you may request the withdrawal of your funds without being subject to the Commission Withdrawal .	6% (TAE) Simple Accrual diary	From €50,000.
"Star"	The Specifications are listed in clause 12.2.	4% (APR) + Variable interest rate added of agreement with clause 12.2. Compound. Accrual diary.	From €1,000.
"Aura"	The Specifications are listed in clause 12.2.	4% (APR) + Variable interest rate added of agreement with clause 12.2. Compound. Accrual diary.	From €2,000.
“Smart Green"	The Specifications are listed in clause 12.3.	2% (TAE) Compound. Accrual diary.	From €1.

"Star Green"	The Specifications are listed in clause 12.3.	3.5% (TAE) + Guy variable interest is added of agreement with clause 12.2. Compound. Accrual diary.	From €2,000.

Note: Smart Open does not constitute a Smart Product. Smart Open is the operating balance associated with the investment environment regulated in clause 7.2, intended to hold the funds that the User has allocated to the investment environment and that are pending application to a Smart Product, as well as, in general, the amounts resulting from the liquidation, redemption or divestment of said Products.

Smart Base is a separate Smart Product from Smart Open and is subject to the terms, remuneration, and other characteristics set forth in this clause. Therefore, funds available in Smart Open will not accrue interest for Smart Base or any other Smart Product until they have been actually allocated to the corresponding Product.

12.2. "Star" and "Aura"

The "Star" product is currently restricted to residents of certain jurisdictions and is subject to a discretionary approval process conducted by us. We are not obligated to provide you with information if you do not meet the eligibility requirements. requirements to obtain the product.

The following investment conditions apply if you have been approved for "Star", or if you have chosen "Aura":

i. The maturity dates for the "Star" and "Aura" investments are set at the following terms: 5, 10, 15, 20, 25, and 30 years. Once the maturity date for the Smart Product has been chosen, it cannot be changed for any period of time. its validity .
ii. You must deposit a minimum initial investment of 1,000.00 euros to qualify for "Star" or 2,000.00 euros for "Aura".
iii. You must deposit an investment Monthly during the Product validity Smart. An investment is required. Monthly minimum of 50.00 euros for access to "Star" and €100.00 for "Aura". Your Monthly Investment amount may be higher Yeah wishes increase he Guy of Interest Variable Maximum, see the clause 12.2.(vii).
iv. Depending of the amount of the Investment Initial, one part of the same No HE will be used to acquire the claim rights described in clause 8 of the Agreement User. This The amount (hereinafter, the opening fee) will be withdrawn from your user account and will be repaid throughout the term of the Smart Product in the form of a Variable Interest Rate .

The tables below define the percentage applied to the Initial Investment to calculate the opening commission:

Condiciones Star (cuota de instalación)		
Límite inferior Inversión inicial	Límite superior Inversión inicial	% de la inversión inicial retirada
1,000.00	4,999.99	100%
5,000.00	14,999.99	80%
15,000.00	24,999.99	65%
25,000.00	∞	55%

Condiciones Aura (cuota de instalación)		
Límite inferior Inversión inicial	Límite superior Inversión inicial	% de la inversión inicial retirada
2,000.00	9,999.99	50%
10,000.00	29,999.99	40%
30,000.00	49,999.99	32.5%
50,000.00	∞	27.5%

v. The difference between the Investment Initial and the Rate of Establishment constitutes the Initial Investment Capital that will be used to acquire the claim rights described in clause 8 of the User Agreement.

vi. The Type of Interest of the Capital of Investment Initial and of the Investment Monthly It consists of a fixed component (4% annual compound interest rate) and the Type of Variable Interest .

vii. The Variable Interest Rate will be the value that guarantees that the application of the Interest Rate to the Initial Investment Capital and the Monthly Investment results in the same future value as the application of an annual compound return of 4% on both the Initial Investment Capital and the Monthly Investment and an annual compound return of 2% on the refunded opening commission.

viii. The setup fee will be paid by the customer upon purchase of the product. Payment of this fee entitles the customer to purchase the Star product and receive the corresponding interest. An additional monthly fee will be charged. The setup fee is non-refundable in case of early cancellation, as is the aforementioned additional interest.

The maximum for the Variable Interest Rate is fixed at 2.33% for "Aura" and at 2.65% for "Star". This limit may result in a minimum Monthly Investment higher than that mentioned in clause 12.2.(iii).

In consequence, can to give one of these two cases:

Case 1 : The variable interest rate is lower than the maximum and the monthly investment is equal to the applicable minimum;

Explanation:

Yeah the following equation is true:

$$FV(IIC, 4\%, Yn) + FV(MI, 4\%, Mn) + FV(SU, 2\%, Dn) < FV(IIC, mTYr, Yn) + FV(MI, mTMr, Mn)$$

TO continuation, solving for mTYr and mTMr HE you will get he new Guy of Variable Interest .

Case 2 : The guy of interest variable has to be equal to the maximum and HE needs a higher monthly investment.

Explanation:

Yeah the following equation is true:

$$FV(IIC, 4\%, Yn) + FV(MI, 4\%, Mn) + FV(SU, 2\%, Dn) > FV(IIC, mTYr, Yn) + FV(MI, mTMr, Mn)$$

So, solving for MY HE you will get the new investment monthly required.

Acronym	Legend	Calculation
II	Investment initial	-
HIS	Rate of establishment	HIS = II×%SU 12.2(iv)
CII	Capital of investment initial	IIC = II - HIS
MY	Investment monthly	For further information, see clause 12.2.(iii).
Yn	Periods (Years)	Entrance - 5, 10, 15, 20, 25 either 30 years
Mn	Periods (Months)	12* Yn
Mr.	Periods (days)	365* Yn
mTYr	Guy of interest maximum annual	See the clause 12.2.(vii) for more information.
mTMr	Guy of interest monthly maximum	Equivalent monthly to mTYr
(4%, ,)	Worth future of the investment initial Capital at 4% annual compound interest	-
(, 4%,)	Worth future of the monthly payments to the 4% annual compound interest	-
(, 2%,)	Future value of the returned opening fee to the 2% of interest compound annual	

ix. The minimum monthly investment must be paid into your user account. throughout the validity of the Product Smart. This pay has to to be carried out by the established monthly payment date. If you fail to meet this deadline, please refer to clause 12.2(xi).

x. The interest rate will be the rate of interest base plus the Type of Interest Variable indicated in clause 12.2 (vii).

xi. In the event that you do not make the minimum monthly investment in any At any point during the validity of the Smart Product, there will be a specific period for paying the minimum overdue amounts. This period is calculated as follows:

1. A debt tolerance indicator is calculated as three times the Monthly Investment;
2. Your debt indicator is reflected as the number of unpaid installments multiplied by the IM (Monthly Investment);
3. If your debt indicator reaches a value higher than the respective debt tolerance, will completely lose access to the Variable Interest Rate and, therefore, will not recover part of the opening fee indicated in clause 12.2 (iv).

xii. You can choose to allow funds to be withdrawn from your other Smart Products held on the Platform to the "Star" or "Aura" account to avoid the risk mentioned above.

xiii. Please note that any failure or delay in your Monthly Investment may give rise to that the commission of opening No HE recover in his This is because the opening fee is repaid over the term of the Smart Product as a variable interest rate. Therefore, a decrease in the invested amount will result in less interest accrued.

xiv. Once the Smart Product reaches its maturity date, the corresponding investments will be settled in accordance with the conditions applicable to the Product and, once this settlement is completed, the resulting amount will be credited to Smart Open, where it will be available for the User to use for the purchase of other Smart Products or to request its transfer to My Account.

xv. Amounts paid into Smart Open will not accrue interest while they remain available in Smart Open and have not been allocated to a Smart Product . If any of the terms of clause 12.2 conflict with the rest of the User Agreement, the terms of clause 12.2 will prevail.

xvi. In the event that you decide to withdraw funds from the Smart "Star" or "Aura" Product Before the deadline expires, you will recover part of the initial investment withdrawn, depending on the time frame in which the cancellation occurs:

- Between he month 0 and the month 48, the profitability I would be equivalent to the 0% of the Initial Investment withdrawn pending payment.
- Between the months 49 and 108, the profitability I would be equivalent to the 20% of the Initial Investment withdrawn pending payment.
- Between the months 109 and 228, the profitability I would be equivalent to the 30% of the Initial Investment withdrawn pending payment.
- TO to start of the month 228, the profitability I would be equivalent to the 40% of the Initial Investment withdrawn pending payment.

xvii. The assumptions described in he paragraph 12.2 (xvi) only apply to the portion of the opening fee that has not yet been refunded at the time of your cancellation. The cancellation fees described in 12.2 (XVI) only apply to cancellations made before the product has reached its maturity date.

xviii. Sections xvi and xvii would not apply, allowing for early cancellation he "Star" or "Aura" product without any penalty as long as he customer accredit documentary that HE finds in some of the following cases:

1. Total permanent disability for the profession usual: The that disables the worker from performing all or the fundamental tasks of his profession.
2. Permanent total disability for all work: The that completely disables the worker from any profession or trade.
3. Severe disability: The situation of a worker affected by permanent disability and who, as a result of anatomical or functional losses, needs the assistance of another person for the most essential acts of life, such as dressing, moving around, eating or similar.
4. Death.
5. Long-term unemployment (24 months). In the case of employed workers, documentary evidence must be provided demonstrating compliance with the following requirements:
    a. Meet in situation legal of unemployment.
    b. Be registered as demanding of employment.
    c. Having exhausted unemployment benefits at the contributory level or not being entitled to them.

In the case of self-employed workers, provided they have ceased their activity, they only need to prove the last two conditions (i and ii), that is, be registered as a job seeker and have exhausted unemployment benefits at the contributory level or not be entitled to them.

12.3. Smart Green and Star Green

Smart Green offers the opportunity to participate in a diversified portfolio of carefully selected real estate projects that meet the highest environmental, social, and governance (ESG) standards. We focus on sustainable and technologically advanced properties, maximizing financial returns through a proven investment strategy.

Our portfolio includes a variety of assets, from energy-efficient homes to eco-certified commercial spaces and urban regeneration projects with a positive social impact. Each investment is rigorously assessed to ensure its alignment with our ESG criteria, guaranteeing not only profitability but also a positive impact on the environment and the community.

By investing in our diversified portfolio of real estate projects, you are contributing to a greener and more equitable future, while diversifying your portfolio and leverages the potential of the sustainable real estate market.

For the hiring of the product **Smart Green** , they continue the following conditions:

a. Can be contracted so much by people physical (unipersonal) as by legal entities (companies).
b. There exists limit of hiring of the product by customer, is say, is unique product .
c. Age of hiring: from 18 years.
d. Amount minimum initial: from 1 euro.

e. Amount maximum initial: No It exists.
f. Deadlines available: No exists term.

Regarding **Star Green** , this product offers similar features to the Star product (section 12.2), but with a different strategic focus. The following conditions apply to the purchase of Star Green:

a. Can be contracted so much by people physical (unipersonal) as by legal entities (companies).
b. No exists limit of hiring of the product Star Green by user.
c. Age of hiring: between 18 and 85 years.
d. Amount minimum initial: from 2000 euros.
e. Amount maximum initial: No It exists.
f. During the term of the product, a minimum monthly contribution of €100.00 must be deposited. The amount of your Monthly Investment may be higher if you wish to increase the Maximum Variable Interest Rate ; see clause 12.2.(vii).
g. Investment maturity periods are set at the following times: 5, 10, 15, 20, 25, and 30 years. Once a maturity period has been chosen for the product, it cannot be changed during its entire term .
h. Depending on the amount of the Initial Investment, a portion of it will not be used to acquire the claim rights described in clause 8 of the User Agreement. This amount (hereinafter, the opening fee) will be deducted from your user account and repaid throughout the term of the Smart Product in the form of a Variable Interest Rate .

In the relative to bail, non-payment of contributions periodic and cancellation anticipated, the Star Green will replicate the conditions established of the product Star, reflected in section 12.3.

The tables below define the percentage applied to the Initial Investment to calculate the opening commission:

Conditions Star Green (share installation)		
Lower limit Initial investment	Limit Higher initial investment	% of the initial investment withdrawal
2,000.00	9,999.99	50%
10,000.00	29,999.99	40%
30,000.00	49,999.99	32.5%
50,000.00	∞	27.5%

12.4. Pay automated of contributions monthly

Once the User subscribes to a Smart Product that requires regular contributions, they can activate the automatic payment option (Autopayment) to cover those contributions.

When Autopayment is active, the amount corresponding to each contribution will be obtained, depending on the available balance, following the following order of priority:

(i) firstly, from the available balance in Smart Base;

(ii) if said balance is insufficient, from the available balance in Smart Open; and

(iii) if the above balances are insufficient, from the funds available in My Account.

When it is necessary to use funds available in Smart Base or My Account to cover the contribution, the necessary amount will be transferred beforehand to Smart Open and, from Smart Open, will be applied to the corresponding Smart Product.

In cases where it becomes necessary to use funds available in My Account, the User authorizes the Platform Operator, while Autopayment is enabled , to transmit the corresponding instruction to the Payment Service Provider for the transfer to Smart Open of the amount necessary to cover the contribution. The execution of the payment transaction will be the responsibility of the Payment Service Provider in accordance with the terms and conditions applicable to the payment service.

The User may deactivate Autopayment at any time through the functionalities enabled on the Platform. From that moment on, it will be the User's responsibility to make the corresponding contributions within the deadlines established for the Smart Product. Failure to make contributions may result in the consequences stipulated in the terms and conditions of the corresponding Product, including, where applicable, the debt tolerance provided for in these Terms and Conditions. Bonus

Occasionally, a promotional bonus may be applied to deposits held in one of the Smart Products mentioned, increasing the Interest Rate.

If you have received a bonus on your wallet, will resign claim it if you withdraw Successfully recover the invested funds before the investment's maturity date, subject to the specific conditions of the chosen Smart product. For "Uno," this is 365 days after the investment begins. For "Mercado," it is 1095 days after the investment begins. For "Dynamic," it is 1825 days after the investment begins.

12.5. Payments frozen

Starting in July 2023, the "Star" and "Aura" products will have a new option for the user. This option will allow to the user freeze or "put in "Wait" for these products. During this period, no interest will accrue and no debt will be charged. While this "wait" period is active, the User can view the remaining days of that period by accessing the platform.

It former means it following:

- The products mentioned they can freeze until 180 days.
- During this period, the tolerance of the debt HE freezes and, in As a result, the user cannot lose the bonus rate.
- While he product this frozen, No HE pay interests. Of this In this way, the product balance remains constant.

- He user only can do this a time during the life useful of the product.
- He user only can do it Yeah No has none debt earring.
- The User can return the product to normal operation and "unfreeze" their investment before the 180-day period.
- Once the product's "waiting" period ends, the product's end date is extended by the number of days it was on hold. This can happen whether the user has completed the "waiting" period or if 180 days have passed.

12.6. <u>Contribution extraordinary</u>

Users can add more funds to their product beyond the amount of their monthly fees pre-established. This HE you will see in the platform as "Increase of product" and, in no case, will it replace the monthly fees.

- The minimum amount to increase the investment is the monthly fee chosen before contracting the product. (Example: if the chosen monthly fee for Star is of 150 euros, the input minimum extraordinary must to be 150 euros.
- No exists a amount maximum for he increase of the investment.
- The quotes additional HE will pay directly with post to the Base account.
- The added amount as an increase is only paid at a fixed interest rate. of 4% APR, since the variable rate is intended to pay only the deposit and the corresponding bonus.

12.7. <u>End of the validity of a Product Smart</u>

For all plans except the "Base", will receive a warning to minus 14 days before the end date of the Smart Product corresponding to your verified email address from a domain of address of mail electronic Verified. Informing you that you must register your intention to withdraw funds from your user account or invest funds in a Product Smart, different. A time reached the On the expiration date, the action you have chosen will be executed. If you have not chosen any action, we will assume that you wish to renew the existing Smart Product and the term the corresponding Smart Product will also be renewed with all applicable Smart Product-related terms and restrictions.

At the end of the validity period of a Smart Product, the corresponding investments will be settled in accordance with the conditions applicable to the Product.

Once the settlement is completed, the resulting amount will be paid into Smart Open, unless the specific conditions of the corresponding Smart Product expressly establish a different destination.

From Smart Open, the User may allocate the available funds to the purchase of another Smart Product or request their transfer to My Account, in accordance with the functionalities available on the Platform.

The amounts will remain available in Smart Open and will not accrue interest until they have been allocated to a Smart Product.

13. Resale of credit ceded

13.1. <u>General</u>

Subject to the special conditions of the Smart Product you have chosen, you may have the right to sell to other users the credit rights you have purchased through the Platform. The sale of credit rights between Users are automatically processed as part of the Platform's functionality. You can sell your entire portfolio of assigned credit at once; partial sales are also supported, although you will not be able to specify which credit rights will be removed from your portfolio.

Once the resale of the credit rights is completed and any applicable commissions or amounts have been deducted, the resulting amount will be paid into Smart Open, unless the specific conditions of the corresponding Smart Product expressly establish a different destination.

All transactions involving credits will be conducted solely on the Platform. You are not authorized to sell or otherwise transfer any credits to any other party outside of the Platform. Such off-Platform transactions will not be binding on us.

13.2. Request a resale

If you wish to request a sale of credit rights, please indicate your intention by executing a withdrawal on the Platform. You can resell the entire portfolio or only a portion of it.

Once you have requested the resale of one or more credit rights, your request is queued in order of arrival to be sold to another user. The time required to complete this sale process, and the eventual withdrawal of funds, depends on the availability of a user willing to purchase a credit right and is therefore not guaranteed. The resale service is dependent on the availability of users in the queue. This is an additional and optional service that we offer and may be suspended at any time. at this time. The user should be prepared to wait until the underlying loan term has fully expired if resale is not available.

13.3. Price of resale

In the event of resale of credit rights, the resale price will be equal to the nominal value of these rights.

13.4. Offer of resale and subscription of a contract of assignment for the resale

The resale offer of rights of credit This will be considered a binding offer from you to all users. The offer will be considered made when you express your desire to withdraw funds. You have the right to cancel. the offer by contacting customer service, although this request could be rejected if it is already in progress.

He The assignment agreement for resale will be considered concluded when the other user, through the automated claims purchase application, has accepted your offer in accordance with the terms and conditions applicable at the time of the transaction.

Once the transfer agreement is concluded, we will transfer to your user account the funds equivalent to the resale price of the credit, after deducting applicable fees.

The resale of a credit ceded can to be carried out a number unlimited of times.

14. Responsibility

If we are unable to provide the services due to circumstances beyond our control, including but not limited to force majeure, legislative changes, or changes in sanctions policy, we will not assume any liability to you or any third party.

If we fail to meet our obligations under the Agreement, you have the right to use the legal remedies provided by law.

You will assume responsibility for all losses, commitments made, or other activities carried out on your user account until we have been reliably notified that your account has been involuntarily taken over by a third party and when we have had sufficient time to block your access to the user account.

All loan originators have assured us that, within the scope of their activities, they comply with all applicable legal requirements regarding consumer loans, including assessing borrowers' creditworthiness and, through due diligence, ensuring the accuracy and integrity of the data provided by the borrower to guarantee that the loan issued to the borrower is sure. You is aware and confirms that No are responsible for the accuracy and integrity of the information provided by the borrower and/or the loan originator regarding any claim.

We are completely exempt from liability to you for any loss you have suffered or may suffer as a result of using our services (including, but not limited to, purchase or resale claims), including:

a. Yeah No ha observed either understood the provisions of the Agreement of User;
b. as a result of unlawful conduct by third parties until the user account is blocked;
c. due to the interruption of communications and other interruptions or obstacles beyond our control;
d. If , in accordance with the User Agreement, your access to the user account has been blocked or transactions or services have been temporarily or permanently interrupted;
e. due to the borrower's breach of the loan agreement or their unlawful conduct;
f. due to the fulfillment or non-fulfillment (including delay in fulfillment) of its obligations arising from the User Agreement or assignment agreements entered into through the Platform.

Neither of us (in this clause, you and we, together or by Each of the parties (also referred to as "Parties" or "Party") shall be liable for any failure to perform its respective obligations if such failure is due to circumstances beyond the control of the relevant Party and arises from force majeure. The Parties shall consider force majeure to be circumstances that the Parties could not have foreseen or affected, including power outages, regulatory provisions adopted by institutions of the Republic of Estonia or the European Union, strikes, cyberattacks on the Platform, military activity, natural disasters, or other circumstances. that the parts No have able avoid either foresee. A part will be able to The party may only refer to force majeure circumstances if it has taken all measures within its power to fulfill its obligations under the User Agreement. Once the force majeure circumstances have ceased, the party must immediately resume fulfilling its obligations.

Since both you and we use means of communication during the execution of the User Agreement, we will not be liable for losses suffered due to the interruption of mail, fax, electronic or other means of communication service, as well as the technologies we use to provide our services, including, but not limited to, interruptions in the service of the means of communication, interruptions in the operation of the Platform, Electronic data interchange and payment system of credit institutions, payment institutions or electronic money institutions (incl. online banking).

15. Taxes

15.1. Pay of taxes

You are solely responsible for determining if and to what extent taxes apply to any transactions you make through your user account, and for withholding, collecting, declaring, and paying the correct amounts of taxes to the appropriate tax authorities.

15.2. Information about the obligation fiscal

We will ask loan originators to provide us with information about the taxation of their income in the loan originator's country of operations. To avoid any doubt, we will have no obligation to verify this information. This does not limit your obligation under clause 14.1.

15.3. Limitation of our responsibility

We are not responsible for your failure to declare and pay state taxes and fees. We are not responsible for inaccurate information provided by the originators. loans provided to you and other users through the Platform.

16. Resolution of the Agreement

16.1. Resolution unilateral by our part without previous warning

SM may unilaterally terminate the User Agreement entered into with you, as well as block or delete your user account without prior notice, notification, or indication of a reason, if:

i. breaches the terms and conditions, as periodically amended, of the User Agreement or uses the Platform in any other unlawful or bad faith manner;

ii. us ha provided information fake either deceptive;

iii. we suspect that you this involved in bleach of capital either financing of terrorism, or attempting to do so, with the participation of your user account;

iv. We will do so if any competent authority requests it and there is any reason to investigate fraud or any other illegal activity.

The competent authorities may request that we prohibit you from withdrawing your funds or taking any other action prohibited by the authorities.

16.2. Resolution unilateral by our part with advance notice

We have the right to unilaterally terminate this Agreement by giving you at least 5 calendar days' notice at any time during the term of the User Agreement, without giving any reason, by sending a notification to your email address. In such a case, from the moment the notification is sent, no new assignment agreement will be entered into on your behalf. We will sell any credits in your portfolio that were acquired before our notification on the last day of the notice period, and as soon as the credit rights have been successfully resold, we will return your funds to you. We may not be able to sell the credit rights within one day, so it may take up to 7 calendar days to return your funds.

The reasons for unilateral termination on our part may include, among others, that we put end to the benefit of services or that his profile of risk No HE adjustment to our risk tolerance. In this case, normal fees will be charged, although exceptions may apply.

All monetary funds deposited into your user account and received from the resale of your credits wallet will be transferred from new in a term of 5 business days from the day the termination of the User Agreement takes effect.

16.3. Consequences of the resolution

Upon termination of the User Agreement, you will no longer be able to use your user account or our services. The User Agreement remains binding on you until all claims assigned to you or related to the user account have been sold and the funds transferred to your personal payment account. Once all your claims have been duly satisfied, your user account will be blocked or deleted.

17. Changes in he Agreement of User

17.1. Right of modification

We reserve the right to unilaterally modify the terms and conditions of this User Agreement from time to time. We will notify you before you enter into any changes. vigor any modification of the present Agreement of User. The Changes will take effect and be considered accepted by you if you continue to use the services after of that you we have notified the changes and is past the date on which the changes are to take effect.

17.2. Notification of modifications

We will notify you of any significant changes to this User Agreement at least 30 calendar days before they take effect, unless otherwise stipulated in the User Agreement.

17.3. Entrance in vigor of the amendments

Normally, unless you notify us that you do not agree with the modifications to the User Agreement, you will be deemed to have accepted the new, modified version of the User Agreement. If you do not agree to the modifications to this User Agreement, you must notify us through your account. user before the modifications take effect.

In some cases, we may need to ask for your approval for changes to the User Agreement. If you do not accept the changes, the modifications will not apply to you, but we will have the right to unilaterally terminate your User Agreement.

17.4. Consequences of No accept the amendments

If you notify us that you do not agree with the modifications to the User Agreement, or if approval of the modifications is required, you do not provide your approval of the modifications to the User Agreement, the User Agreement with you will be considered terminated as of the day the modifications with which you do not agree take effect. From that day forward, you will not be permitted to make new transactions on the Platform or add funds to your user account, and Withdrawal Fees will apply, meaning that your claims will be resold on the Platform with Withdrawal Fees, although exceptions may apply. Once you have withdrawn all the If you have no funds in your user account and no outstanding claims, this User Agreement will automatically terminate. The same consequences will apply. that for an ordinary termination of this User Agreement.

18. Legislation applicable

These terms and conditions shall be governed by and construed in accordance with Estonian law.

19. Claims and litigation

To submit any complaint, please send us an email to *info@mysundaymarketplace.com* .

Any litigation related to our services (including the litigation related to these General Terms and Conditions) will be resolved through informal negotiation between you and us.

If we are unable to reach an agreement, any other claim arising out of or relating to the User Agreement between us will be resolved in the court of Harju County, Republic of Estonia. If you are a Consumers also have the right to file a request with institutions that resolve consumer disputes.

20. Provisions finals

Any notification or other communication we send you will be sent by email to the email address associated with your user account or directly through your user account. You will be deemed to have received the notification or other communication on the next business day (any day except weekends and public holidays in the Republic of Estonia) following the sending of such notification or other communication.

You can send any notification or other communication to *info@mysundaymarketplace.com* . We will be deemed to have received the notification or other communication on the next business day following the sending of the email.

Without prejudice to any other provision of this User Agreement, any translation of any communication is provided solely for your convenience. In the event of any discrepancy between the English texts and the texts in For other languages, the English text will be considered correct.

In the event of the Platform Operator's insolvency, no new Assignment Agreements will be entered into. You will be refunded all monetary funds equivalent to the amount of funds in your user account, as this money is not our property in accordance with the rules of applicable insolvency proceedings.