

## GENERAL TERMS AND CONDITIONS OF INVESTMENT PLATFORM

### 1. Definitions

<b>Agreement</b>	a legally binding agreement between Moncera OÜ and the Investor regarding the procedure for use of the Investment Platform according to these General Terms and Conditions. The agreement shall be confirmed by the Investor electronically when creating the Investor's Account on the Investment Platform.
<b>Assignee</b>	a private individual or a legal entity who has purchased the Claim from Loan Originator against the Borrower.
<b>Assignment Agreement</b>	an Agreement entered into by and between the Assignor and the Assignee, whereby the Assignor transfers the Claim against the Borrower to the Assignee for a charge. The Assignment Agreement is concluded between the Investor as the Assignee and the Loan Originator as the Assignor.
<b>Assignment Fee</b>	agreed price between Assignee and Assignor established in the Basic Terms and Conditions of the Assignment Agreement.
<b>Assignor</b>	the Loan Originator who owns the Claim against the Borrower in accordance with the concluded Loan Agreement, in whole or in any part thereof.
<b>Auto Invest</b>	a tool of automatic acquisition of Claims on the Platform according to certain criteria chosen and confirmed by the Investor.
<b>Moncera OÜ (hereafter also Moncera)</b>	a limited liability company registered in the Republic of Estonia under registry code 14866045, who maintains and administers the Investment Platform. Moncera OÜ license nr FFA000373 for acting as a financial institution is issued by Estonian Financial Intelligence Unit of Police and Border Guard Board.
<b>Moncera Bank Account</b>	Moncera OÜ bank account(s) to which the Investor shall, pursuant to this Agreement, transfer the funds for making payments via Investment Platform, and which is maintained separately from Moncera OÜ property.
<b>Borrower</b>	a person having entered into the Loan Agreement with the Loan Originator.
<b>Borrower's Payments</b>	payments executed by the Borrower for the Loan repayment, interest, contractual penalty, late payment interest, and/or other ancillary claims arising from the Loan Agreement.
<b>Business Day</b>	any day, on which banks in Estonia are operating, except Saturdays, Sundays and public holidays.

<b>Claim</b>	a Loan Originator's claim or a part thereof towards the Borrower, arising from the Loan Agreement. The Claim consists of the Loan principal, Interest and other ancillary claims in full or partial amount.
<b>Cooling-off period</b>	period during which the Investor may choose to cancel his/her purchase of a Claim without being charged any fee by the Investment Platform.
<b>Investment Platform</b>	internet website with the address <a href="http://www.moncera.com">www.moncera.com</a> created and serviced by Moncera OÜ, where private individuals and legal entities may register as an Investors, create the Investor's profile, and where information regarding the purchasing of Loans and Claims is listed.
<b>Investor</b>	a private individual or a legal entity who has created Investor's Profile in the Investment Platform that is confirmed by Moncera OÜ and wants to purchase on behalf of himself/herself, from the Assignor, the Claim against the Borrower offered on the Investment Platform.
<b>Investor's Bank Account</b>	an account opened in the name of the Investor on its own behalf or a credit institution or financial institution (payment institution or electronic money institution) located in a contracting state of the European Economic Area or a third country, which in its country of location is subject to requirements equal to those established in Directive (EU) 2015/849 of the European Parliament and of the Council and subject to state supervision. The payment type is SEPA (Single European Payments Account) and the payment is carried out in the currency of euro. The payment is made from Investor's personal IBAN account and Investor's name and surname clearly derives from the details of incoming payment.
<b>Investor's Account (Number)</b>	an electronic account created by the Assignee in the Investment Platform. The information in Investor's Account reflects current balance of virtual funds that are available to accomplish the Investment.
<b>Investor's ID Number</b>	a personalized number used by Moncera OÜ to identify the Investor and also to be indicated when supplementing the funds intended for investing.
<b>Investor's Profile</b>	Investor's personal site on the Platform, which is automatically created after the Investor registers on the Platform using the e-mail address and password. Among other things, the Investor's profile shall contain information regarding transactions conducted by the Investor and the balance of the Investor's Profile.
<b>Loan</b>	the funds issued by the Loan Originator to the Borrower in the procedure specified in the Loan Agreement.
<b>Loan Agreement</b>	an Agreement entered into by and between the Loan Originator and the Borrower, regarding the issue of the Loan to the Borrower.

<b>Loan Originator</b>	the Assignor that has disbursed the Loan to the Borrower and handles all the rights and obligations arising from the Loan Agreement against the Borrower pursuant to the terms and conditions of the Loan Agreement.
<b>Minimum Claim Amount</b>	the amount of a single Claim at least amounting to EUR 10.00, excluding discounts (if any).
<b>Registration Form</b>	a special inquiry form completed and submitted electronically by a private individual or a legal entity to register as an Investor.
<b>Service Fee</b>	a fee indicated on the Price List paid by the Investor to Moncera for processing Claims in compliance with the provisions of this Agreement and/or the Assignment Agreement.
<b>Summary Statement</b>	a statement automatically created on the Investment Platform regarding the Investor's selected Claims and the Investor's indicated sums, for which the Investor wishes to purchase Claims.

## **2. Investor's registration on the Platform and creation of an Investor's Profile**

- 2.1 Only registered and identified Investor whose Investor's Profile is confirmed by Moncera OÜ and has entered this Agreement, is entitled to use the services offered by Moncera OÜ on the Investment Platform.
- 2.2 When submitting the Registration Form and confirming these Terms and Conditions, as well as when using the Platform and the services offered on the Platform, the Investor shall be compliant with the following criteria:
- 2.2.1 the Investor is a private individual or a legal entity;
  - 2.2.2 if the Investor is a private individual, he/she must have reached at least 18 years of age;
  - 2.2.3 the Investor has an Investor's Bank Account and the Investor is authorized to use the funds contained therein (if any) without any limitation;
  - 2.2.4 the Investor is a true beneficiary of the funds stored in the Investor's Bank Account and the funds involved in the investment are of legal origin and are not acquired as the result of a criminal offence, either directly or indirectly, or related to financing of terrorism or an attempt of such activities;
  - 2.2.5 the Investor is not a subject to any insolvency, bankruptcy, liquidation or likewise administration proceeding in any jurisdiction;
  - 2.2.6 the Investor is not declared having limited legal capacity due to disorders of mental nature.
- 2.3 The Investor acknowledges that at the time submitting the Registration Form, performing identification procedures and at the conclusion of the Agreement he/she has full legal capacity to act and is not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.
- 2.4 The Investor shall register on the Investment Platform, by completing the Registration Form and confirming present Terms and Conditions. After the Investor registration and confirmation from Moncera side, the Investor's Account is automatically created on the Investment Platform. Upon registration of the Investor on the Investment Platform the Investor is provided by Investor's Account Number.
- 2.5 For the Investor to access and use the Investor's Profile, Moncera identifies the Investor by the Investor's e-mail address and password.
- 2.6 To conclude the Agreement, to use services offered by the Investment Platform and to purchase Claim(s), the Investor shall ensure Moncera with all required information in order to enable Moncera to identify the Investor according to Section 3 of this Agreement.
- 2.7 The Investor's Account is private, and only the owner of the Investor's Account is authorized to enter into and use it.
- 2.8 Moncera is not obliged to register an Investor, and it may refuse the Investor's registration without explaining reasons.

### **3. Investor's identification, due diligence and confirmation of investments**

- 3.1 In order to fulfill the legal obligations under the applicable laws and regulations of Republic of Estonia, before the Investor may use the services on the Investment Platform and during the cooperation with the Investor, Moncera performs due diligence of the Investor, which includes, but is not limited to, identification of the Investor, asserting the beneficial owner, obtaining information on the source of funds, obtaining information on the purpose and nature of business relationship. The Investor is entitled as well:
- 3.1.1 the Investor, who is a private individual, to provide Moncera with information, whether he/she is a politically exposed person, a family member of a politically exposed person or a close associate to a politically exposed person;
- 3.1.2 the Investor, who is a legal entity, to provide Moncera with information, whether its ultimate beneficial owner(s) is a politically exposed person, a family member of a politically exposed person or a close associate to a politically exposed person.
- 3.2 The Investor's identification and due diligence processes are being exercised according Moncera's internal KYC and AML procedures regulations and policies.
- 3.3 Moncera identifies the Investor before the commencement of the Investment. The identification of the Investor shall be accomplished by several simultaneous procedures:
- 3.3.1 uploading Investor's identification documents and following the relevant instructions on the Investment Platform while submitting the Registration Form and performing identification procedures;
- 3.3.2 Investor ensures that first payment into Moncera's Bank Account is made from Investor's bank account which has been opened in the Investor's name at the credit institution to which the requirements for the prevention of money laundering and terrorism financing requirements arising from the Law on Prevention of Money Laundering and Terrorism Financing or the legal acts of the European Union on prevention of money laundering and terrorism financing apply.
- 3.4 In order to properly perform the due diligence of the Investor, Moncera may, at its sole discretion, at any time, request that the Investor submits additional documents or information on the Investor's identity, origin of funds, beneficial owners, and any other information about the Investor that Moncera finds necessary for the due diligence of the Investor. Moncera is entitled to unilaterally determine any additional requirements for the Investor's identification, as well as introduce changes in the Investor's identification process.
- 3.5 If the Investor is a legal entity which has submitted the Registration Form and which has from the Investor's Account paid funds to the Moncera Account, Moncera shall be entitled to identify the private individual who has taken the relevant actions as the lawful and legal representative of the Investor with all rights to represent the Investor, as well as to identify the private individual, who is a beneficiary of the Investor, and identify the relevant legal entity as an Investor.
- 3.6 The Agreement between Moncera and the Investor becomes effective at the time, when Moncera has performed identification of the Investor and the Investor has confirmed the present Terms and Conditions on the Investment Platform. The activation of the Investor's Profile confirms the conclusion of the Agreement. The Investor may become acquainted with the concluded Agreement and all Assignment Agreements on the Investor's Profile.
- 3.7 When registering and logging into the Investor's Account on the Investment Platform, the Investor must enter the Investor's e-mail address and password created at the moment of the registration.
- 3.8 The Investor's activities performed within the Investment Platform after entering the Investor's e-mail address and password shall be regarded as the Investor's signature or acceptance. All payments, payment orders, instructions, applications, agreements, as well as other documents confirmed or submitted by the Investor on the Investment Platform after entering the Investor's e-mail address and password shall be binding to the Investor as well as Moncera.
- 3.9 The Investor shall not disclose its password to any third party. In the event that the password has become available to a third party, the Investor is obliged to immediately change it and at the same time to promptly inform Moncera of the password becoming available to third party and the need to block the Investor's Profile until the Investor changes the password.
- 3.10 Moncera is entitled to, however is not obliged to, block access to the Investor's Account in cases, when Moncera suspects that the Investor's Account has been accessed without due authorization.
- 3.11 Moncera shall be entitled not to approve the Investment, if:
- 3.11.1 the Investor fails to comply with the present Terms and Conditions;
- 3.11.2 Moncera has suspicions about the identity of the Investor and Moncera has not been able to contact the Investor to confirm the content of the Investment;

- 3.11.3 the first funds deposit is made from any payment institutions or a credit institution which is not compliant with criteria describing Investor's Bank Account.
- 3.12 The Investor shall undertake full liability for the confidentiality of the Investor's Account access information and losses incurred for the Investor as the result of actions of third parties.

#### **4. Investor's Account, adding and disbursement of funds**

- 4.1 Moncera shall accept funds in EUR currency for adding them to the Investor's Account in exchange for an equivalent amount of electronic money on the Investor's Account.
- 4.2 The Investor shall be entitled to add funds to the Investor's Account only on its own name, by wiring the funds from the Investor's Bank Account to Moncera Bank Account.
- 4.3 When adding funds to the Investor's Account, the Investor in every case is obliged to indicate its Investor's Account Number as the purpose of payment. If the Investor makes a payment without indicating the Investor's Account Number, then Moncera may consider such payment as non-executed until it is identified.
- 4.4 After receiving the funds, Moncera shall process them and verify their origin, which may take up to 2 Business Days.
- 4.5 Funds transferred by the Investor pursuant to the present Terms and Conditions shall be segregated from Moncera own funds.
- 4.6 The Investor acknowledges that, when transferring the funds to Moncera Bank Account for the purposes of adding them to the Investor's Account, he/she shall not be transferring those funds to form a part of Moncera property, but instead it shall retain the necessary right to demand towards Moncera for the amount reflected on the Investor's Account.
- 4.7 Moncera is entitled to use the Investor's deposited funds only with the purpose pursuant to the provisions of the Agreement and the Assignment Agreement.
- 4.8 If the Investor has not acquired Claim(s) for more than 12 consecutive months, Moncera shall be entitled to close the Investor's Account. If the Investor's Account has a positive balance of funds, then, starting with the next month, Moncera is entitled to withhold the account service fee from the Investor's Account in the amount indicated in the Price List, and the Investor's Account may be closed, once the balance of the Investor's Account has reached 0 EUR.
- 4.9 Moncera shall provide a statement to the Investor about the transactions performed on the Investor's Account. Statements are available on the Investor's Profile.
- 4.10 The Investor shall be entitled to request at any time, that Moncera disburses the funds on the Investor's Account to the Investor's Bank Account. Moncera disburses the funds existing in the Investor's Account to the Investor on the grounds of Investor's application. Moncera shall ensure the disbursement of funds present in the Investor's Account to the Investor within 2 Business Days after the receipt of the Investor's application. Moncera shall be entitled to withhold funds from Investor's Account specified in the Price List, if applicable.
- 4.11 If the Investor wishes that Moncera disburses the funds standing on the Investor's Account to the Investor's different bank, payment institution's or electronic money institution's account of the Investor, from which the Investor has not previously transferred funds to the Moncera Bank Account, before submitting an application on the disbursement of funds stipulated in Section 4.10 of the present Terms and Conditions, the Investor shall provide Moncera with all of the information requested by Moncera for it to make sure that the indicated new account is opened in the name of the Investor in a credit institution, payment institution or electronic money institution to which the requirements for the prevention of money laundering and terrorism financing requirements arising from the Law on Prevention of Money Laundering and Terrorism Financing or the legal acts of the European Union on prevention of money laundering and terrorism financing apply.
- 4.12 Moncera shall be entitled to make deductions from the Investor's Account in order to ensure that the Investor's obligations arising from the present Agreement and the Assignment Agreement are performed, including for the payment of service fees.
- 4.13 It is illegal to transfer funds gained through illegal means for adding funds to the Investor's Account. In case of suspicious transactions, the relevant authorities shall be notified, and this can lead to freezing all funds on the Investor's Account, as well as to closing of the Investor's Account and confiscation of funds.

4.14 If at the time of registering the Investor or during the validity of the Agreement, suspicions arise about money laundering, terrorism financing, or an attempt at either of these activities, Moncera shall be entitled to not register the Investor on the Investment Platform, not accept funds from the Investor and/or block access to or close the Investor's Account.

## **5. Purchasing Claims**

5.1 When Moncera has identified the Investor, pursuant to the present Terms and Conditions, the Investor may purchase the Claim(s) offered on the Investment Platform, provided that the balance of the Investor's Profile is sufficient for the purchase of the selected Claim.

5.2 When purchasing the Claim, the Investor shall comply with the following terms:

5.2.1 the Investor shall, at his/her own discretion choose one or more Claims that are offered on the Investment Platform against one or several Borrowers;

5.2.2 in the Investor's Account, the Investor shall indicate the Assignment Fee at which the Investor wishes to acquire one or several Claims and confirms his/her choice. The Assignment Fee may not be smaller than the Minimum Claim Amount;

5.2.3 the Investor may purchase all such Claims towards Borrower offered on the Investment Platform that arise from the Loan Agreement, to the full available extent or only a part thereof;

5.2.4 the Investor may purchase Claim(s), the total claim price whereof does not exceed the funds available in the Investor's Account at the given moment. All Claim applications are registered in a chronological order and are executed according to procedures of Claim Application execution applicable at the given moment on the Platform. The Platform system time has a decisive importance in determining the time. Moncera is entitled, at any time, without warning the Investor, to unilaterally amend and supplement the procedure of application execution in force.

5.3 After the Investor has selected the Claim and indicated the amount of Investment, gathered information on individual Investment should be available to the Investor on Investor's Account. If the information in the Summary Statement on acquiring the Claim corresponds to the will of the Investor, Investor confirms the Investment and at the same times terms and conditions of the Assignment Agreement.

5.4 Upon the confirmation stipulated in Section 5.3, the Investor's acquisition shall acquire the binding force and Moncera shall immediately withdraw the available funds equivalent to the amount of acquired Claim and confirmed by the Investor from the Investor's Account. The relevant Claim shall be considered as transferred to the Investor once the funds in amount of the Claim Price are withdrawn from the Investor's Account.

5.5 By submitting the order on acquiring the Claim, the Investor authorizes Moncera to perform a transfer of funds from the Investor's Account to the relevant Loan Originator, in compliance with the provisions of the Agreement and the Assignment Agreement.

5.6 The Investor confirms and understands that he/she may purchase the Claim towards a Borrower that arise from the Loan Agreement, to the full available extent or only a part thereof. In all cases the Investor confirms and understands that the Investor shall not become the sole creditor of the Borrower pursuant to the Loan Agreement, and Moncera, in compliance with the present Terms and Conditions, shall process the Claim together with such right to claims of other users of the Investment Platform that arise from the Loan Agreement.

5.7 The Investor may, at any time, examine information on the Investor's Account about all transactions performed by the Investor on the Investment Platform, about payments executed by Moncera to the Investor, and deductions made by Moncera from the Investor pursuant to the present Terms and Conditions and the provisions of the Assignment Agreement.

5.8 If due to interrupted system operations of the Investment Platform the Investor's Account is mistakenly credited or debited, Moncera shall reserve the rights to debit or credit the Investor's Account accordingly. If the balance in the Investor's Account is negative after making the adjustments of payments, the Investor must within 3 Business Days from the receipt of a Moncera notification add funds to the Investor's Account to clear the negative balance.

## **6. Purchasing Claims with Auto Invest**

6.1 The Investor shall be entitled to purchase Claim(s) by using the automatized purchasing of Claim(s) process Auto Invest in its Investor's Profile.

6.2 The Investor shall be held fully responsible for the setting that he/she has selected and confirmed, as well as shall assume full liability for consequences resulting from confirmation of such settings and using the Auto Invest function.

- 6.3 To activate the Auto Invest function, the Investor chooses the Auto Invest settings on the Investment Platform at his/her own discretion according to the strategy he/she has chosen, which the Investor confirms in accordance with procedures established in the Investment Platform.
- 6.4 By activating Auto Invest function, Moncera grants rights to the Investor to use the Auto Invest function for purchasing Claim(s) on behalf of the Investor according to Auto Invest settings approved by the Investor.
- 6.5 The Investor shall ensure sufficient funds on the Investor's Account for purchasing Claim using Auto Invest.
- 6.6 Upon accepting the Investor's automatic instructions, given by the Investor through the Auto Invest function, Moncera shall transfer the funds to and from the Investor's Account in compliance with Section 5 of the present Terms and Conditions.
- 6.7 Before starting to use the Auto Invest function, the Investor shall, in compliance with procedures established on the Investment Platform, confirm the standard terms and conditions of the Assignment Agreement proposed by Moncera, pursuant to which the Investor instructs the Auto Invest function to conclude transactions. By agreeing to the standard provisions of the Assignment Agreement proposed by Moncera, the Investor agrees to them and recognizes them as suitable for the Investor. The respective amendments become effective when confirmed by the Investor.
- 6.8 The Investor is aware of and consents that, in order to develop and improve the services offered on the Investment Platform and to comply with applicable law, there can be introduced amendments to the standard terms and conditions of an Assignment Agreement referred to in Section 6.7 hereof without obtaining prior approval of the Investor. Such amendments shall not affect those Assignment Agreements that are already concluded, as well as, shall not put the Investor in a disadvantageous position compared to the earlier version of the Agreement and the amendments shall be done in good faith. Moncera undertakes to notify the Investor on amendments of the standard terms and conditions of an Assignment Agreement being introduced at least 10 Business Days prior their effective date through the means of communication available to Moncera to get in touch with the Investor.
- 6.9 At any time the Investor may examine the information about the execution of the instructions on buying Claims given through the Auto Invest function and about the disbursement of funds from the Investor's Account.
- 6.10 The Investor shall be entitled to connect, change settings, suspend temporarily, or disconnect the Auto Invest function at any time during the period of validity of the Agreement.
- 6.11 Moncera shall hold no responsibility whatsoever about any losses that are or might be inflicted upon the Investor in relation to the use of the Investment Platform and the service available therein, including the use of the Auto Invest function.
- 6.12 The Investor must independently study the information on rights and obligations arising from the Claims purchase transactions concluded within the framework of the Auto Invest function.

## **7. Conclusion and performance of the Assignment Agreement**

- 7.1 Simultaneously with the approval stipulated in Section 5.3 of the Agreement, the Investor shall confirm the provisions of the Assignment Agreement of the Claim to be purchased in compliance with the procedures established on the Investment Platform.
- 7.2 The Assignment Agreement shall be deemed concluded at the time when the Investor has become a creditor and the Investor has confirmed the provisions of the Assignment Agreement in compliance with the procedures established in the Investment Platform.
- 7.3 The Borrower shall make the Borrower's payments pursuant to the Loan Agreement. The Loan Originator transfers received Borrower's payments to Moncera including Interest. Moncera upon the receipt of the Borrower's payments from the Loan Originator shall distribute the received funds among all Investors (Assignees) that have purchased the particular Claim in the proportion to the amount of investment made on the Claim by the Investor (Assignee).
- 7.4 Immediately after the distribution of the received funds, Moncera shall transfer the respective amount to the Investor's Account and shall withhold service fee and other payments (if any) pursuant to the Price List from the Investor's Account.

- 7.5 The Investor is aware of the risk of default on Borrower's obligations, as a result of which the Borrower may delay the repayment of the Loan and associated payments. The Loan Originator will perform all the necessary and allowed actions to facilitate timely and full recovery of the Claim without an involvement of the Investor. In event of the Borrower's default, Moncera shall not assume the responsibility for the security of the Claim and Moncera does not have an obligation to repay to the Investor its paid Assignment Fee or a part thereof, however mutual settlements between Loan Originator and the Investor are accomplished according to order as prescribed in this Agreement.
- 7.6 The procedure of paying the Assignment Fee, the provisions of recovering the Claim and other conditions of assignment are stipulated in the Assignment Agreement.

## **8. Investor's rights and obligations**

- 8.1 The Investor shall undertake:
- 8.1.1 not to use the Investment Platform for illicit conduct, including fraud and money laundering;
  - 8.1.2 upon registration on the Investment Platform and when using the Investment Platform, to provide only true information;
  - 8.1.3 to use only secure means and devices of electronic communications and data transfer;
  - 8.1.4 to use the Investment Platform only for the purpose of actions allowed by the Agreement;
  - 8.1.5 to inform Moncera of any changes in the information submitted to Moncera;
  - 8.1.6 to timely submit information and documents for Moncera to perform the due diligence of the Investor according to Moncera KYC and AML procedures and policies.
- 8.2 By confirming the present Terms and Conditions, the Investor asserts that it is capable of making decisions on purchases of Claim(s) and concluding Assignment Agreement(s), as well as that he/she understands all risks including the risk not to recover the Claim or a part thereof.
- 8.3 All activities carried out in the Investor's Profile shall be regarded as an activities carried out by the Investor himself/herself and thus shall be recognized as binding upon the Investor.
- 8.4 The Investor shall ensure that there are sufficient funds on the Investor's Account for performing payments that are payable for purchase of the Claims as well as for withdrawal of funds. If the funds on the Investor's Account are insufficient, Moncera does not execute the payment and/or transaction. Moncera shall not be held liable for any damage or loss, which the Investor might suffer in regard.
- 8.5 After purchasing the Claim, the Investor is entitled to use a reasonable cooling-off period, which allows him/her to reverse the investment decision and withdraw the invested funds within 14 (fourteen) Business Days without being charged any fee by the Investment Platform. In case of a withdrawal of the invested funds during the cooling-off period, the Investor will recover only the principal amount of the Claim (without accrued Interest). In order to reverse the investment decision during cooling-off period the Investor has to submit the relevant application form within the Investment Platform.
- 8.6 The Investor understands and is informed that Moncera has an obligation to ensure the confidentiality of the Borrower's personal data. Therefore Moncera in the scope of the Assignment Agreement, shall disclose only a limited content information about the Borrower. The Investor shall not request Moncera to disclose such confidential information about the Borrower and shall not make any complaints against Moncera.
- 8.7 The Investor (Assignee), during the validity period of the Assignment Agreement, shall not contact the Borrower in respect of the concluded Assignment Agreement and the transferred Claim, shall not visit the Borrower at his/her/its residence or business location, nor communicate with them, using means of prompt communication or social network, not request from the Borrower any payments without the assistance of Moncera and the Loan Originator, not make any claims against the Borrower and not initiate any claims in court against the Borrower.

## **9. Moncera rights and obligations**

- 9.1 Moncera shall fulfill the Assignment Agreement and ensure servicing of the Claim according to the terms and conditions of the Assignment Agreement, as well as present Terms and Conditions and in the interests of the Investor.
- 9.2 Moncera and the Loan Originator shall manage the Claim transferred to the Investor (Assignee), separate from own property. The Investor shall give the legal power to the Loan Originator to manage the Claim, which Moncera and the Loan Originator shall use in its own name, but in the interests of the Investor.



9.3 Moncera confirms that the Investor's Claim arising from the Loan Agreement is only and solely the Investor's property to the extent established in the Assignment Agreement, but Moncera and the Loan Originator is only managing the Claim to the extent as established in the present Agreement, the Assignment Agreement. A Claim shall be deemed the Investor's property.

9.4 Moncera and the Loan Originator shall manage the Claim until the Claim is repaid in full.

## **10. Payment for the services of the Investment Platform**

10.1 The Investor shall pay Moncera a service fee for the services provided by Moncera pursuant to the Price List, or a service fee individually established by the Investor and Moncera, as well as any other payments specified in the Price List, if applicable.

10.2 Moncera shall withdraw the service fee from the Investor's Account without additionally coordinating it with the Investor. Moncera withdraws the service fee only after funds from the Borrower accrue to the Investor's Account pursuant to the Assignment Agreement. In case of sale of the Claim (Section 11), Moncera is entitled to withdraw the service fee established on the Price List for the sale of Claims immediately after the conclusion of the Assignment Agreement on the sale of the relevant Claim, without making any additional arrangement with the Investor.

10.3 The payment obligation shall be fulfilled at the moment when the payment amount is transferred into the account of the payment recipient.

10.4 The Investor is aware of and understands that pursuant to the taxation laws and other regulatory enactments applicable to the Investor's taxes must be paid for the income that the Investor earns in relation to the Claim. Moncera may deduct taxes, dues, and other mandatory payments pursuant to the laws of the Republic of Estonia and applicable laws of the Loan Originator from the funds to be disbursed to the Investor. The Investor shall be fully responsible for paying all taxes arising from income gained from acquisition of the Claim to the applicable laws.

## **11. Sale of the Claim**

11.1 The Investor has the right to sell the Claim only to the Loan Originator within the Investment Platform.

11.2 The Investor is entitled to sell the Claim only in the full extent.

11.3 The Investor marks the Claim for sale within the framework of the Investment Platform. The Investor fills in the parameters of the Claim sale offer and confirms them according to the procedure established on the Investment Platform.

11.4 The sale of the Claim within the Investment Platform may be carried out an unlimited amount of times.

## **12. Liability**

12.1 The Investor shall be held liable for all losses incurred as a result of unauthorized conduct, if the Investor has acted illicitly or has intentionally or due to gross negligence failed to fulfill the requirements prescribed in Section 3.8 or 3.9 of the present Terms and Conditions.

12.2 The Investor shall assume liability for all losses, assumed commitments, or other activities carried out on the Investor's Account until Moncera has been warned about it according to Section 3.9 of the Terms and Conditions and when Moncera has had a sufficient time to block access to the Investor's Account.

12.3 If, as a result from illicit activity of Moncera, the Investor suffers losses, Moncera shall reimburse all direct losses inflicted upon the Investor.

12.4 The Loan Originator has asserted to Moncera that, within the scope of its activities, it observes all legal requirements applicable to consumer lending, including, assesses the credit worthiness of Borrower, and with due diligence makes sure of the accuracy and completeness of data provided by the Borrower to make sure that the Loan issued to the Borrower is secure. The Investor is aware of and confirms that Moncera is not responsible for the accuracy and completeness of information provided by the Borrower and/or Loan Originator.

12.5 Moncera shall be fully released from liability towards the Investor for any losses that the Investor has or might suffer as a result of using the Investment Platform or purchasing Claims, including:

12.5.1 if the Investor has sold its Claim with a discount;

12.5.2 if the Investor has failed to observe the Agreement provisions;

12.5.3 as a result of illicit conduct of third parties until the moment when the Investor's Account is blocked pursuant to procedures established in Section 3.10 of the present Terms and Conditions;

- 12.5.4 due to interrupted communications and other interruptions or obstacles that are not dependent on Moncera;
- 12.5.5 if, pursuant to the Agreement, the Investor's access to the Investor's Account has been blocked;
- 12.5.6 due to the Borrower infringing the Loan Agreement or the Borrower's illicit conduct;
- 12.5.7 due to the performance or delayed performance of the Investor's commitments arising from the Assignment Agreement.
- 12.6 Moncera is not obliged to make any payments to the Investor with respect to the Claim, before Moncera has received such payments from the Loan Originator.
- 12.7 Moncera does not have to repay or compensate to the Investor for the paid Assignment Fee or any part thereof.
- 12.8 If the Investor denies having authorized (given consent) accomplishments of the a Investment, the use of the Investor's Account and password shall be deemed a sufficient evidence for that the Investor has given consent to the Investment or that it has acted fraudulently, or has intentionally or negligently failed to fulfill the duties prescribed in Section 3.8 and Section 3.9 of the present Terms and Conditions.
- 12.9 The Parties shall not be held responsible for failure to fulfill their respective obligations if the non-fulfillment has occurred due to reasons that are independent on the Parties' will and have resulted from force majeure circumstances. The Parties shall consider such circumstances as force majeure circumstances, which the Parties could not have predicted or affected. Once the force majeure circumstances have been prevented, the Party must immediately resume the performance of its duties.
- 12.10 As the Parties use means of communication during the performance of the Agreement, Moncera shall not be held responsible for any losses incurred due to interrupted service of mail, facsimile, electronic or other means of communication, as well as technologies ensuring the respective Moncera services, including, but not limited to, interrupted service of means of communication, interruptions in the functioning of the Investment Platform, electronic data exchange and payment system of credit institutions.

### **13. Investor's personal data**

- 13.1 Any information arising from the Assignment Agreement is confidential.
- 13.2 Moncera is entitled to process all Investor's personal data received from the Investor, as well as to hand over and receive the Investor's personal data and other information from legally entitled third parties, databases, registries and to process it in accordance with the Privacy Policy.
- 13.3 The purpose of processing the Investor's personal data is identifying the Investor, concluding and fulfilling the Agreement, keeping client records, offering, rendering and maintaining services, financial and statistical analysis, exercising and protection of the rights of Moncera and/or Investor arising from the Agreement in accordance with the Privacy Policy.
- 13.4 Moncera is authorized to disclose the Investor's personal data:
  - 13.4.1 to any person related to the fulfillment of commitments arising to Moncera from the Agreement (including to communications service providers, payment intermediaries, credit institutions etc.);
  - 13.4.2 to outsourced service providers that Moncera has engaged in the provision of services arising from the Agreement, insofar as such information is necessary for the performance of functions delegated to them;
  - 13.4.3 to personal data operators, the supervisor whereof is Moncera, insofar as such information is necessary for the performance of functions delegated to them;
  - 13.4.4 upon handing over (transferring) a Claim;
  - 13.4.5 to a third party, who is taking debt collection steps to recover debt from the Investor (such as debt collectors, lawyers, court bailiffs, insolvency administrators, etc.);
  - 13.4.6 to Moncera IT services, legal, marketing, accounting, or auditing service providers, ensuring that the said persons have undertaken not to divulge such information.
- 13.5 The Investor shall agree that Moncera is using the address, e-mail address, and/or telephone number indicated on the Investor's Account to send commercial communications about the products or promotions of Moncera.
- 13.6 Moncera is authorized to call and send text messages (SMS) to the telephone number having the connection of a mobile communications operator as indicated in the Investor's Account, to send e-mails to the e-mail address indicated in the Investor's Account, as well as to dispatch mail to the Investor's mailing address to reach the Investor.

13.7 Upon conclusion of the present Terms and Conditions, the Investor confirms that he/she has read and understood the Privacy Policy.

#### **14. Termination of the agreement**

14.1 Moncera is entitled to restrict the Investor's right to use the Investment Platform and/or terminate the Agreement and delete the Investor's Account without a warning, if:

14.1.1 the Investor breaches the present Agreement or the Assignment Agreement or otherwise illicitly uses the Platform;

14.1.2 the Investor has provided false or misleading information or counterfeit documents;

14.1.3 if Moncera suspects money laundering, terrorism financing, or an attempt to do so, with the involvement of the Investor or the Investment Platform.

14.2 Moncera has the right to unilaterally terminate the Agreement at any time during the validity period of the Agreement, by sending a notice to the Investor's e-mail at least 10 Business Days in advance. In such case, as of the moment of sending the notice, the Investor is forbidden to conclude new Assignment Agreement(s), purchase Claim(s), or use the Investor's Account. In this case, Moncera continues to manage all of the Claims purchased by the Investor before the notice on unilateral termination of Agreement is sent in compliance with the present Agreement and the Assignment Agreement.

14.3 At any time during the Agreement validity period, the Investor is entitled to request that the Investor's Account is deleted and the Agreement is terminated on the condition that the Investor does not possess any Claim managed by Moncera and the Investor has not outstanding balance due to Moncera.

14.4 If the Investor wishes to delete the Investor's Account and terminate the Agreement, the Investor sends a relevant notification from the Investor's e-mail address to Moncera and confirms it according to procedures established on the Investment Platform.

14.5 If the Agreement is terminated, Moncera transfers all funds of the Investor that are available on the Investor's Account to the Investor's Bank Account no later than within 7 Business Days after the termination of the Agreement.

14.6 Moncera is entitled to impose a contractual penalty on the Investor up to 20% of the Account Value reflected on the Investor's Profile.

#### **15. Conduct in case of Moncera insolvency**

15.1 In case Moncera becomes insolvent, no new Assignment Agreements shall be concluded on the Investment Platform. Monetary fund's equivalent to amount deposited into the Investor's Account shall be paid out to the Investor.

15.2 In case Moncera becomes insolvent it shall not prevent the Investor being entitled to receive complete information from the database of the Platform about the transactions concluded by them on the Platform.

15.3 Insolvency of Moncera shall not affect the legal relations between the Investor, the Loan Originator and the Borrower. In case of insolvency Moncera takes all the necessary steps and follows its action plan for closing business published on the Website.

#### **16. Force Majeure**

16.1 Force majeure is an unpredictable circumstance which does not depend on the will of the Parties to the Agreement, which could not be influenced or prevented by the Parties and which does not allow to fulfill the obligations under the Agreement. For the purposes of this Agreement, force majeure circumstances shall mean any intervening event that could not have been anticipated by the Parties at the time of the conclusion hereof and that could not be prevented, including, but not limited to, force majeure circumstances, state of emergency, martial law, new legislation affecting the performance hereof and/or any other events of similar nature if the occurrence of such events prevents either Party from duly performing this Agreement.

16.2 The Parties shall not be responsible for failure to fulfill the provisions of this Agreement, as far as it is related to the force majeure circumstances.

16.3 The Party hereto encountering impossibility to fulfill its obligations due to force majeure circumstances shall be obliged to immediately notify the other Party of occurrence of such circumstances.

16.4 The Parties to the Agreement are obliged to fulfill their obligations arising from the Agreement as soon as the force majeure has ended.

#### **17. Other terms and conditions**

- 17.1 Situations that are not described by this Agreement and/or Assignment Agreement shall be resolved in compliance with the principles and information reflected in the Investment Platform.
- 17.2 The Agreement is concluded by electronic means in accordance with the procedure specified in the Agreement and is valid without the signatures of the Parties.
- 17.3 All notifications of Parties must be put in writing and sent to the other Party through the Investment Platform, by mail or e-mail, to the mailing and/or e-mail address indicated on the Investor's Account. Correspondence sent in mail shall be deemed received on the 5th calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter. Notifications sent to the Investor's e-mail address shall be deemed received within 24 hours after the dispatch.
- 17.4 To develop and improve the services offered on the Investment Platform and to comply with applicable law, Moncera is entitled to introduce unilateral amendments to the present Terms and Conditions. Moncera shall post the amended Terms and Conditions in the Investment Platform and indicate the number and date of the version.
- 17.5 Information about amendments in the Terms and Conditions is notified to the Investor at least 10 days in advance through the means of communication available to Moncera to get in touch with the Investor. Moncera may unilaterally amend the present Terms and Conditions without informing the Investor if the amendments are in favor of the Investor.
- 17.6 Moncera is entitled to unilaterally amend the Price List at any time, including to determine new Service Fee indicated in the Price List. Information about changes in the Price List is available on the Investment Platform at least 10 days in advance when the changes become binding to the Investor.
- 17.7 The Parties shall undertake not to divulge such information to any third parties, which derives from the present Agreement, except as prescribed in the laws of the Republic of Estonia and in cases established in the Agreement.
- 17.8 The laws and regulations of the Republic of Estonia shall govern the legal relations arising from the present Agreement.
- 17.9 Any disputes between the parties in relation to the use of the Investment Platform and to the Terms and Conditions shall be resolved pursuant to the effective laws and regulations of the Republic of Estonia.
- 17.10 The present Terms and Conditions are binding until the moment, when the Investor's Account is deleted and both parties have fulfilled their liabilities in full.
- 17.11 The Agreement shall be stored in the database in a PDF file format. The concluded Agreement shall be stored in the database for a time period described in the Privacy Policy.
- 17.12 The Agreement is drafted in English.