ESTATEGURU USER TERMS
Valid from 31.12.2025

1. GENERAL PROVISIONS
1.1. Estateguru is a crowdfunding platform administered by the Platform Operator. These Terms of Service govern the terms of use of the Platform, including the rights and obligations related to the User's use of Estateguru. Among other things, the relevant rights and obligations include the rules that apply to the relationship between Users and their relationship with the Platform Operator and the Security Agent
1.2. In order to facilitate the collection of loan funds and the provision of loans through the Platform, the Platform Operator will also act as the company Lemon Way, legal entity code: 500 486 915, address: 8, rue du Sentier 75002 Paris, France, which is supervised and restructured by the French prudential the institution has approved as a payment institution, payment intermediary. By registering as a User and using the Account, the User also agrees to the terms of use of Lemon Way, which are available on the website: https://www.lemonway.com/en/terms-and-conditions/.
1.3. The purpose of "Estateguru" is to enable Borrowers and Investors to use technical solutions that enable Borrowers to borrow funds from Investors on the principle of crowdfunding. Loans are granted only upon submission of real estate or real estate rights as collateral.
1.4. Estateguru does not provide or broker loans to consumers. In order to borrow, the Borrower must conclude a Loan Agreement with the Investor in accordance with the procedure established in these Terms of Service. The respective Loan Agreement is considered a separate agreement only between the Investor and the Borrower in accordance with the rights and obligations set forth in these Terms of Service and the General Loan Terms and Conditions and any other applicable terms and conditions.
1.5. The User is subject to Estateguru's Privacy Policy, which can be accessed here: http://www.estateguru.co/home/privacy.
1.6. The definitions of terms presented in Part 23 of these Terms of Service are applied in interpreting these Terms of Service, other agreements specified in the Terms of Service, as well as other information published on the Platform.
1.7. Estateguru's crowdfunding services are not subject to the deposit guarantee system established by Directive 2014/49/EU.
1.8. The content of the platform is protected by copyright.
1.9. THE FOLLOWING LIMITATIONS APPLY WHEN YOU USE OUR SITE OR SERVICES:
1.9.1. You may not use this website for any commercial purposes other than browsing this website, registering as a Platform User, managing your User account, investing or using the features on the Platform for lawful purposes.
1.9.2. You undertake not to copy, download, store, reproduce, print or otherwise process the contents of the Platform (either in part or in full) without the prior written consent of the Platform operator. You may not use any automated systems or software to extract data (including web scrapers of any kind) or conduct transactions on the Platform for commercial purposes without the prior written consent of the Platform operator. Notwithstanding the foregoing, you may extract the content of the Platform (eg: User Account Data) to the extent necessary if you do so only for your own personal use and only to the extent reasonably necessary to enable you to use the Estateguru Services.

2. REQUIREMENTS FOR USERS

2.1. By registering as a User, each person confirms that he has read all of these Terms of Service, understands them and agrees to these Terms of Service. By registering as a User, the person confirms that he has read these Terms of Service in detail, understands them and agrees with these Terms of Service, the Estateguru Privacy Policy and has had the opportunity to familiarize himself with all the legal terms presented on the Platform.

2.2. There are two types of Users - Investors and Borrowers. Both natural and legal persons can be Investors. Only legal entities and individual entrepreneurs can be Borrowers. Due to mandatory requirements arising from EU law, each Borrower must have a Legal Entity Identification Number (LEI code). The Platform Operator can facilitate the Borrower's registration through the LEI code service provider, but the Borrower must cover all costs related to the registration and maintenance of a valid LEI code.

2.3. The Investor or the Borrower can only be a person who has a current account in a licensed credit institution that is registered in the company register of a contracting country of the European Economic Area.

2.4. The user (natural person) must be at least 18 years old.

2.5. A legal entity can register as an Estateguru user only through its representative, who is a natural person. Such a representative of a legal entity must be registered as an Estateguru User as a natural person before submitting a registration request on behalf of a legal entity. The legal entity is responsible for ensuring that only a legal representative has access to the legal entity's account.

2.6. A legal entity can be a User only if such a legal entity is registered in the relevant register of a contracting party of the European Economic Area.

2.7. A person who does not meet the above requirements can be an Estateguru User only if the Platform Operator has given written consent. The Platform Operator may, at its discretion, refuse to register the User or set additional requirements for the User's registration (including becoming an Investor or Borrower) or, at its discretion, change the existing requirements at any time.

2.8. The User undertakes to constantly update his personal, contact and other data by updating such information on the Platform himself or by informing the Platform operator about changes in his data. Estateguru is not responsible for inaccurate or omitted information provided by the User.

2.9. Investors cannot be persons from the United States as defined in the 1933 Regulation S of the U.S. Securities Act, the U.S. Commodity Exchange Act, and 1986 In the Internal Revenue Code, as amended, as defined in FATCA or the relevant intergovernmental agreement with the United States (IGA) together with the 2015 July 24 FATCA. Investments offered on the Platform may not be offered, sold or otherwise transferred for the benefit of or on behalf of such US persons. This also applies to individuals from Canada, Australia and Japan and to offers in these countries mutatis mutandis.

2.10. Estateguru is obliged to require each Investor to complete an Eligibility Test, the purpose of which is to assess the Investors' knowledge and ability to bear losses. Any Investor who fails the Eligibility Test will be considered an inexperienced investor and may be restricted by Estateguru in a non-discriminatory manner from using Estateguru's services.

3. IDENTIFICATION OF USERS

3.1. When registering as a User, the candidate must enter his e-mail address, choose a password and provide other information requested by the Portal operator. Among other things, Estateguru may set requirements for the combination of letters and/or numbers that make up the User's identifier (name) and password, as well as require that the chosen password be changed regularly for security or other reasons.

3.2. When the candidate registers as a User, he/she must provide all information and documents requested by the Platform Operator so that the Platform Operator can identify the User and his/her beneficiary(ies) and other related persons, if necessary. The candidate will not be registered on the platform if any of the submitted documents are invalid.

3.3. The platform operator rejects the applicant if the applicant and/or persons related to him/her are convicted or suspected of money laundering, terrorist financing, fraud or other illegal activities. Also, the Platform operator rejects the applicant if international sanctions are applied to the applicant and/or persons related to him.

3.4. A natural person can enter into transactions in person or through a representative. A legal entity may enter into transactions through a representative. Estateguru is not responsible for any claims arising from the actions of a legal person's representative on the Platform.

3.5. The User undertakes to provide the Platform Operator with documents confirming representation in the form required by the Platform Operator. The User must immediately inform the Platform Operator about the termination or cancellation of the authorization of representation.

3.6. The User's e-mail address and password belong personally to that User and are used to identify such User every time the User logs into the Platform, enters into transactions or performs other actions on the Platform. Notwithstanding the above provision, the Platform Operator may enable the User to use the User's identifiers from certain social networks, such as Twitter, LinkedIn or Facebook, as well as an identity card and a mobile identification solution, for the purpose of connecting to the Platform.

3.7. The user may not transfer his login data to third parties. The Platform Operator has the right to assume that the person using the User's identifier (name) and password has the authority arising from the law or contract to enter into transactions on behalf of the User, and is not responsible for unauthorized login(s) using the User's login data due to (non)actions of the user or third parties. The Platform Operator may limit the User's rights or refuse to carry out the User's instructions if, for example, in the Platform Operator's opinion, there is a risk that a third party (third parties) has access to the User's identifier (name) and password.

4. USER'S VIRTUAL ACCOUNT

4.1. Each User has a personal User account. The User may have only one User account as an individual and one User account for each legal entity represented by the User.

4.2. If more than one Account is opened, the User is prohibited from taking advantage of Estateguru's bonuses and special offers (additional interest, etc.) more than once, unless the Platform Operator makes an exception. The Platform Operator is allowed to freeze or close the User Accounts of a User who has opened more than one User Account and to reclaim any bonuses or other special offers that the User received after opening multiple User Accounts.

4.3. Among other data, the User's account provides the User with all information about his credit balance that can be invested. The Platform operator keeps funds transferred by users separately from its own funds. The platform operator does not calculate any interest and no interest is paid to the User for the funds in the User's account. The Platform operator may use third-party service providers to manage payment accounts and perform transactions with the User's funds on the Platform; in which case the User will be informed of such agreement.
4.4. The User can transfer funds to his User account in order to complete a transaction in the amount chosen by the User by transferring the relevant funds using the login data provided by the Platform Operator. Unless otherwise specified in these Terms of Service, the User may withdraw the positive balance of funds recorded in his Account at any time by providing appropriate instructions to the Platform Operator. If the User has received any funds as bonuses intended for investment on the Platform (eg: referral bonus, if applicable), these funds cannot be withdrawn and will not be transferred to the User's checking account. The platform operator or a third-party payment service provider may, at its discretion, set restrictions or requirements for the minimum or maximum funds available in the Account. Any credit institution or any third-party payment service provider may set restrictions on the handling of funds in the User's account, for which the Platform Operator cannot be held responsible.
4.5. After the User enters into a transaction, the Platform Operator reserves the required amount of the positive balance of the User's funds visible in the account until any payment is made in accordance with such transaction, and the User cannot perform any other transaction or withdraw from these funds.
4.6. Funds transferred to the User's account may be used to carry out any transactions on behalf of the User on the Platform or for any other actions permitted under these Terms of Service. Among other things, the Platform Operator may use the relevant funds to cover the User's debts to other Users, third parties or the Platform Operator.
4.7. The User can transfer funds to his User account only from the payment account opened in his name. Payments by third parties to the User's account are not allowed.
4.8. The User is prohibited from sharing or otherwise transforming, pledging or transferring his rights as a User to the Account to any third party, including other registered Users of the Platform. The User is prohibited from disclosing his identifier (name), password or any other means of access to the Account to a third party without the prior written consent of the Platform Operator. The Platform Operator is not responsible for any actions or transactions performed by another User or a third party using the User's Account, or for the legal consequences arising from such actions or transactions.
4.9. For the purpose of preventing money laundering and terrorist financing, the Platform Operator may:
4.9.1. regularly verify the identity of the User, the User's representative and any third party related to the User, request additional documents and information from the User (including information about the location of the legal entity's headquarters, the place of tax payment, founders, owners, directors and beneficial owners);
4.9.2. regularly request documents and information about the activities of the User and any third party related to the User (including information about counterparties, transactions and business activities), as well as documents and information about the origin of the User's funds or assets;

4.9.3. require the User to provide all other documents and information and perform all other actions necessary for the application of due diligence measures and/or sanctions.
4.10. If the User does not comply with the Terms of Service 4.9. of the conditions specified in point, the Platform operator has the right, and in cases provided by law, the obligation to refuse to provide the service or conclude a contract, to temporarily or permanently limit the use of the service or to terminate the contract in a manner of extreme urgency.
4.11. The platform operator has the right to decide with whom to conclude a contract and with whom not to conclude it.
4.12. The platform operator has the right to refuse to create a User account if there is a valid reason for doing so. In the event of a refusal to create a User account, the Platform Operator considers a case where a person or a person related to him:
4.12.1. intentionally or due to gross negligence provided incorrect or incomplete information to the Platform operator or refuses to provide information;
4.12.2. At the request of the Platform Operator, fails to provide sufficient information or documents to determine his identity, representative, beneficial owner or ownership structure, or fails to comply with the related requirements of the Platform Operator;
4.12.3. At the request of the platform operator, does not provide sufficient information or documents proving the legality of the origin of its funds or assets, or does not apply other due diligence measures specified in point 4.9;
4.12.4. based on reliable and independent sources or internal information of the Platform operator, is or has been associated with organized crime or other crimes of the first degree, money laundering, terrorist financing or violation or evasion of sanctions;
4.12.5. is or has been associated with traditional sources of criminal income, including smuggling of excise goods or drugs, arms trafficking, human trafficking or prostitution;
4.12.6. according to the anti-money laundering and terrorist financing rules applied by the Platform operator, is a high-risk entity or operates in a country or carries out activities where, in the opinion of the Platform operator, anti-corruption protection is insufficiently ensured or high-risk activities are carried out;
4.12.7. In the Platform Operator's opinion, is associated with a sanctioned person, company, territory, entity or regime;
4.12.8. engages in activities that, in the Platform Operator's opinion, are subject to special requirements, or similar activities, without having a valid license, business certificate or similar right;
4.12.9. caused direct or indirect damage or a real risk of damage to the Platform operator or harmed the reputation of the Platform operator.
4.13. The platform operator has the right to block the User's account and/or limit the use of the service if:
4.13.1. The Platform Operator suspects the User of money laundering, terrorist financing or other criminal act (e.g. fraud) or aiding and abetting such criminal act;
4.13.2. The Platform Operator suspects that the User or a person related to him or an order initiated by the User is related to a person, company, region or regime subject to sanctions;
4.13.3. The Platform Operator suspects that the funds or assets in the User's account were obtained by committing a criminal act, or if the Platform Operator becomes aware of circumstances that require finding out the legal origin of the User's funds or assets;

4.13.4. The User or the User's representative does not provide the documents required by the Platform operator to establish representation rights;
4.13.5. The Platform Operator has been provided with conflicting information about persons with representation rights or documents, the correctness of which the Platform Operator has reason
to doubt;
4.13.6. The User has not submitted the documents required by the Platform Operator;
4.13.7. blocking, in the opinion of the Platform Operator, is necessary to prevent damage to the Platform Operator, the User or a Third Party;
4.13.8. it turns out that the data of the communication means provided by the User to the Platform operator (phone number, e-mail, etc.) and/or the address of the User's place of residence and/or other data related to the User's (business) activities are incorrect and the User cannot be contacted by any means means of communication last provided by the User to the Platform operator.
4.14. The Platform Operator unblocks the User's account when the reason for blocking the account is removed.
4.15. Unless otherwise provided by law, the Platform Operator shall not be liable for any loss or damage caused by the blocking of the User's account.

5. FINANCING OF PROJECTS AND CONCLUSION OF LOAN AGREEMENTS

5.1. A Borrower can apply for financing for his Project through Estateguru only if he is willing to provide real estate or real estate rights as collateral.
5.2. Only a person whose personal identity has been verified by the Platform operator as a Borrower can apply for a loan as a Borrower. The Platform Operator has the right to perform any checks of the Borrower's reputation and credit risk that the Platform Operator deems necessary and may refuse to publish a Loan application at its discretion without explaining the reasons for such a decision.
5.3. Only the Investor can grant a loan. The Platform Operator may, at its own discretion, prevent such User from granting a loan or set other conditions for such User to grant a loan.
5.4. To grant a loan, Users enter into a Loan Agreement with the respective Borrower through the Platform. The Borrower concludes a Loan Agreement with each Investor separately, each Investor may conclude one or more Loan Agreements with the Borrower. If the Investor finances the project several times, each case of financing is considered a separate Loan Agreement.
5.5. The borrower must fill out all relevant application forms on the Platform. The Platform Operator may request that, in addition to such a request, the person applying for a loan must submit a relevant business plan, budget, independent valuation of real estate related to the project, evidence of their creditworthiness and any other information and evidence that the Platform Operator may request from time to time. The Platform Operator may request any information or documents from the Borrower in order to ensure the proper fulfillment of the information obligation related to the respective Loan application.
5.6. Upon receipt of a Loan application, the Platform Operator reviews the information provided in the application at its discretion and evaluates (among other things) the suitability of the project for the Estateguru platform and the creditworthiness of the applicant, based on the information provided and any other information deemed appropriate by the Platform Operator. In carrying out such an assessment, the Platform

Operator may submit inquiries to third parties, any relevant registers and use other sources in order to gather information necessary to assess the Borrower's application. Among other things, before publishing the Project on the Platform, the Platform Operator may, at the expense of the person who submitted the request, order an evaluation report of real estate, which is provided as collateral, from an economic entity engaged in real estate evaluation.
5.7. If the Platform Operator determines that the submitted request to "Estateguru" is acceptable, the person who submitted the request is asked to fill out and approve the Loan Application for financing the project under the conditions agreed with the Platform Operator. The Platform Operator can make a complete and approved Loan application available to Users. The platform operator can, at its discretion, assign a certain risk category to the respective Loan application.
5.8. After the start of the Syndication period, the Platform Operator can accept changes to the Borrower's Loan application and inform the Investors about these changes during the Syndication period, if the changes are of such a nature that they do not affect the Investor's security situation.
5.9. The platform operator has the right to agree at any time to the replacement of additional security, such as sureties or personal guarantees, if the Investor is given the opportunity to reconsider his investment. The asset(s) pledged as primary collateral for the loan may not be changed during the Syndication Period.
5.10. A Loan Agreement is concluded when the Borrower submits a Loan Application, and Investors wishing to conclude a Loan Agreement agree to satisfy such Loan Application in the following manner:
5.10.1. under the conditions agreed with the Platform operator, the Borrower fills out the Loan application and approves it in accordance with the procedure specified in Part 9 of these Terms of Service.
5.10.2. The loan application expires if the principal amount of the loan(s) does not meet at least the Minimum Funding Target amount by the end of the Syndication Period. The platform operator has the right to reduce the Minimum amount of the financing goal specified in the Loan Application until the end of the Syndication period.
5.10.3. The Platform Operator has the right to extend the initial Syndication period for no longer than 14 (fourteen) calendar days, and the corresponding extension does not affect the validity of any Loan Agreement/s concluded prior to such extension.
5.10.4. The Investor can give consent to the Loan application using the Platform operator's technical solution for that purpose (confirmation button, SMS confirmation or other similar solution or a combination thereof). Consent to the Loan application can be given by the Investor whose available funds in the account are equal to at least the minimum amount of the loan requested by such Investor.
5.10.5. By giving consent, the Investor is legally bound by the Loan Agreement with the Borrower, and the amount of funds specified in the Investor's consent is debited from the Investor User's account. The investor has all the rights and obligations of the lender specified in Estateguru's General Loan Terms and Conditions. Consent cannot be revoked, unless there are special circumstances that oblige the Platform Operator or the Borrower to allow such consent(s) to be revoked.
5.10.6. Loan amount:
5.10.6.1. cannot be less than EUR 50; and
5.10.6.2. cannot exceed the Maximum amount of the funding goal.

5.11. If at the end of the Syndication period the total amount of the loan is less than the Minimum amount of the financing goal, the loan agreements are terminated and the Platform Operator returns the funds to the Investor Users' accounts.
5.12. If the requested amount is collected during the Syndication period, the Platform Operator may disburse the loan amount to the Borrower on the condition that the Borrower has fulfilled all payment conditions satisfying the Platform Operator. The amount of the loan is transferred to the bank account specified by the Borrower only after completing the steps specified in these Terms of Service, as well as in the relevant Loan Agreement and/or other agreements concluded between the Platform operator and the Borrower. Until the loan amount is paid to the Borrower, it is kept in the Lemonway payment account opened in the name of the Borrower, from which the Borrower cannot technically withdraw funds. Only the Platform operator can initiate operations from that payment account.
5.13. Upon approval of the Loan application, Estateguru prepares a draft of the Loan Agreement in PDF format (which may consist of one or more documents in PDF format) and sends it by e-mail or otherwise submits it to the Investor and the Borrower through the Platform.
5.14. Loan agreements are presented to the Borrower after the end of the Syndication period, but on the condition that the Investors provided at least the Minimum amount of the financing goal specified in the respective Loan application.

6. RIGHTS AND OBLIGATIONS OF THE INVESTOR WHEN GRANTING A LOAN

6.1. The investor has the right to:
6.1.1. get access to all crowdfunding projects and related documents published by the Platform operator on the same basis as other investors;
6.1.2. taking into account the restrictions set in point 5 of the Terms of Service and the amount of funds available in the user's account, choose the desired loan amount and invest the loan amount in the desired loan project;
6.1.3. get acquainted with information about the obligations of the Security Agent and the rights of Investors arising from the contract concluded between the Security Agent and the Platform Operator, among other things, get acquainted with the terms of the contract concluded between the Security Agent and the Platform Operator;
6.1.4. receive information about the status of Loan Agreements;
6.1.5. to withdraw from the Loan Agreement during the consideration period, if applicable (see Clause 6.5 of the Terms of Service);
6.1.6. based on the main terms of the Loan Agreement, to receive from the Borrower Loan repayment installments, interest payments and other payments applicable in accordance with the main terms of the Loan Agreement;
6.1.7. transfer claims arising from Loan Agreements, in accordance with Clause 8 of the Terms of Service;
6.1.8. in the event of a delay in fulfilling payment obligations based on the Loan Agreements, to receive information about the status of such delay;
6.1.9. in case of loan default - to receive information about the recovery actions taken;
6.1.10. demand from the Platform operator that the Platform operator initiates the process of recovery of the collateral of the Loan Agreement, if: (i) the Platform operator has not informed the investors about the initiated actions of recovery from the collateral(s); (ii) at least 2 months have passed since the date of repayment of the

principal loan amount under the relevant Loan Agreement or since the termination of the Loan Agreement;
6.1.11. on the basis of the Loan Agreement, to receive loan repayment payments from the proceeds obtained from collateral collection or otherwise obtained in order to fulfill the enforceable obligations arising from the relevant Loan Agreement.
6.2. The platform operator and the Security Agent treat the investors of the loan project fairly and equally.
6.3. For the purposes of loan portfolio administration and recovery-related activities, in order to ensure that the Platform Operator and the Security Agent can deal fairly and equally with the Investors of the loan project, the Investor must:
6.3.1. not to contact the Borrower independently. Communication between the Investors and the Borrower, without any exceptions, takes place with the Platform Operator and the Security Agent, through their mediation;
6.3.2. not to independently contact the owner, guarantor or guarantor of the real estate securing the Loan Agreement or any other person related to the Borrower with questions related to the Loan Agreement;
6.3.3. not to demand the amount owed to them under the Loan Agreement directly from the Borrower, independently or through any representative;
6.3.4. not independently initiate foreclosure procedures and not take any other independent actions in relation to the collateral that secures the debt obligation arising from the Loan Agreement.
6.4. The investor may make recommendations to the Platform Operator regarding further steps to be taken in the debt collection process, provide the Platform Operator with information received about the project, or otherwise assist the Platform Operator in the debt collection process. The platform operator is not obliged to follow any individual recommendations or instructions of Investors.
6.5. After making an investment, every inexperienced investor can cancel his investment within 4 calendar days by submitting a corresponding request on the Platform. The application can be submitted in the same way as the investment was made.
6.6. The information specified in clauses 6.1.4, 6.1.8 and 6.1.9 is usually provided by the Platform operator on the dedicated page of the platform. If the status of the loan can be determined from this page, the Platform Operator reserves the right to refuse to provide individual customer service requests related to the status of the loan, the reasons for the delay and the progress of collection actions or legal disputes.

7. AUTOMATIC INVESTMENT

7.1. The investor has the opportunity to conclude loan agreements using the Auto invest function.
7.2. In order to conclude loan agreements using the Automatic Investment function, the Investor must have sufficient funds in his Account, allowing him to conclude Loan Agreements according to the criteria chosen by the Investor. The investment strategies feature will not invest more funds than the current balance in the User's account.
7.3. By activating the Automatic Investment function, the Investor instructs the Platform Operator to automatically (as the Investor's representative) conclude Loan Agreements, if the Loan application meets the criteria selected in the User's account.
7.4. The platform operator disposes of the amount of funds in the User's account, as specified by the Investor in the Automatic Investment function.

7.5. When a new Project is published on the Platform, Investors using the Automatic Investment function, if the project meets the criteria set by the Investor in the Automatic Investment function, are given priority and are automatically included in the Project before other Investors who wish to invest manually. However, not all Investors who have set the appropriate criteria for the Project are guaranteed the opportunity to invest using the Automatic Investment function, as this function automatically classifies and randomly distributes investments as follows:
7.5.1. First, investors whose requested investment volume corresponds to a minimum investment amount of 50 euros;
7.5.2. Second, investors whose requested investment volume is greater than the minimum investment amount of 50 euros.
7.6. If the total investment amount of the Automatic Investment investors exceeds the amount of the loan requested for the Project:
7.6.1. And if all Investors using the Automatic Investment function only offered a minimum loan of 50 euros, the Platform Operator can randomly select Investors with whom the Project loan documents would be concluded; or
7.6.2. If some Investors using the Automatic Investment function have offered a minimum loan of 50 euros, and other Investors have offered a loan of more than 50 euros, then Loan Documents will be concluded with all Investors who have offered a loan of 50 euros, and the rest of the loan amount will be formed from all Investors who offered a loan worth more than 50 euros, but with a proportional reduction of their loan amounts. Please note that this means that the Investor may end up lending less than 50 euros; or
7.6.3. If all Investors have offered a loan of more than the minimum value of 50 euros, then Loan documents will be drawn up with all Investors, but their loan amounts will be proportionally reduced. Please note that this means that the Investor may end up lending less than 50 euros.
7.7. The platform operator sends notifications to the Investor by e-mail (to the e-mail address registered in the Investor's account) to inform the Investor about the Loan Agreements concluded on behalf of the Investor using the Automatic Investment function.
7.8. Inexperienced investors are subject to a consideration period of four (4) days from the activation of the "Automatic Investment" function, during which the inexperienced investor has the right to withdraw his decision to use the "Automatic Investment" function. After the end of the consideration period, the Investor can at any time activate, temporarily suspend or deactivate the "Automatic Investment" function or change the criteria of his investment strategies, but such changes do not affect any investments made until then. Inexperienced investors should be aware that turning Auto-Invest off and on again, or making any changes to investment strategy settings, will trigger another cooling-off period.
7.9. The Platform Operator reserves the right at any time at its discretion to stop offering the Investor the Automatic Investment function or to limit the use of certain Automatic Investment functions or settings.
7.10. If the Investor has set a certain interest rate as a criterion for the Automatic Investment function, the program can also invest in loans, when this interest rate is reached by the Investor by adding the interest rate applied to the loan and all bonuses,

for example, bonus interest, which the Platform Operator provides if the Investor invests more than a certain amount.

8. SECONDARY MARKET AND INSTANT EXIT PROGRAM

8.1. Estateguru may offer a feature that allows the Investor to assign a claim to another Platform User (other than the User against whom such a claim exists) by entering into an assignment agreement on the Platform. The platform operator has the right at any time, at its own discretion, to suspend the operation of the function allowing the transfer of claims or to no longer offer it. Also, the Platform Operator may optionally limit the use of this feature allowing the assignment of claims, for example, but not limited to: disabling this feature only for Users from certain countries.

8.2. The minimum price of a transferable claim is EUR 50. The platform operator may set restrictions on the price of the transferable claim, such as limiting the amount of discount or margin that the transferor can apply to the transfer of the claim.

8.3. The Investor must submit a proposal to conclude a claim transfer agreement through his Account, indicating the terms of the claim transfer, including:

8.3.1. the size of the transferable claim;

8.3.2. the price of the transferable claim.

8.4. The offer to conclude a claim transfer agreement on the Platform is valid for no longer than 7 days, and during this period it is possible to give consents to such an offer. If other Investors do not give their consents within 7 days, the relevant offer automatically becomes inactive and no more consents can be given in relation to it. The offer to enter into a contract automatically becomes inactive also in the event that any payments are made to the transferor under the related Loan Agreement, such as interest payments or repayment of the principal amount of the loan, after the offer has been published on the Platform.

8.5. The claim transfer agreement is concluded if the assignee gives his consent to the offer in accordance with the procedure set forth in Part 9 of these Terms of Service.

8.6. Before giving consent to the offer, the Platform operator gives the Investor the opportunity to examine the general terms and conditions of the Loan Agreement and other documentation related to the specific Loan Agreement, to the extent necessary for giving consent.

8.7. By giving consent and concluding a claim transfer agreement, the User expresses his intention to be legally bound by the Loan Agreement from which the claim arises.

8.8. The User can give his consent to the offer to conclude a claim assignment contract only if the amount of funds available in the Account of such a User is not less than the set price of the claim. Upon conclusion of the claim transfer agreement, the Platform Operator debits funds from the Account of the Investor who purchased the claim and transfers the price of the transferred claim to the Account of the Investor who transferred the claim.

8.9. After transferring the claim, the Platform Operator has the right to deduct the service fee specified in the Price List from both the transferor of the claim and the transferee.

8.10. The Platform operator must inform the Borrower about the transfer of the claim against him via the Platform in accordance with the procedure set forth in Part 13 ("Notifications").

8.11. Upon conclusion of the claim assignment agreement, all agreements related to additional interest payable to the Investor who sold the claim must be transferred to the assignee of the claim.
8.12. One claim can be transferred no more than once a month, that is, the transferee of the claim can transfer the same claim to another Investor if at least 30 days have passed since the acquisition of the claim.
8.13. Matters not covered in this Section 8 or in the claim assignment agreement concluded by the parties shall be governed by the Terms of Service, including matters such as non-payment, collateral recovery, Platform Operator powers, dispute resolution procedures and regulation of other matters.

9. CONFIRMATION OF TRANSACTIONS THROUGH ESTATEGURU

9.1. In cases determined by the platform operator, the User must confirm the transaction or other action, including the Loan application and the consent given in relation to it, each time by entering the password assigned to such User or in another way determined by Estateguru. By giving the corresponding confirmation, the User expresses his irrevocable intention to be legally bound by the confirmed transaction or action.
9.2. In cases determined by the platform operator, the User must confirm the transaction, contract or action related to the use of "Estateguru" in writing or in a notarized form.

10. PAYMENT AND CALCULATION PROCEDURE

10.1. The procedure for payments and calculations set out in this section applies to all transactions and actions that are implemented through Estateguru.
10.2. If the User is required to fulfill any financial obligation, such User's Account must have the following amount of freely available funds for the fulfillment of the relevant obligation no later than on the day when the financial obligation is due (or, in the cases specified in the Terms of Service, on the day when the financial obligation is assumed) an amount that would fully satisfy such financial obligation.
10.3. If the Borrower must fulfill a financial obligation to several Investors at the same time, and there are no freely available funds in the Borrower's account to fulfill all financial obligations in full, the insufficient funds remaining in the account must be distributed proportionally to fulfill the financial obligations towards all relevant Investors, taking into account the ratio between the loan granted by the Investor the amount of the outstanding balance and the total amount of the remaining outstanding loans that were granted under all the Loan Agreements concluded to finance such Project (on a pro rata basis). If the due dates for said financial obligations are different, the obligations are considered fulfilled in a sequence based on the distribution of underpayments as described in Estateguru's general loan conditions and in chronological order, i.e. when the obligations are due.
10.4. One guarantee can be a security for loan agreements concluded in stages (staged loans). Investors using the Platform agree that they recognize any shortfall arising from the increase in the loan-to-collateral value ratio when funding is provided for other tranches of the loan, as such increase in the loan-to-collateral value ratio is a normal consequence of financing that is divided into several tranches.
10.5. Investors acknowledge that the value of the collateral may decrease over time due to reasons beyond the Platform Operator's control, such as changes in the real estate market. Therefore, the Platform Operator is not responsible for such changes, including

any changes in the ratio of loan to collateral value, which is presented to Investors in the project description.
10.6. The User may not pay his financial obligations by offsetting or make other deductions or deductions from such sums due to him without the consent of the Platform Operator, given in a form that can be reproduced in writing.
10.7. A delay in fulfilling the User's obligations arising from the Loan Agreements (primarily the repayment of the loan amount and interest payment), which lasts no longer than 3 calendar days, is not considered a violation of such User's obligations.

11. RIGHTS OF THE PLATFORM OPERATOR AND THE SECURITY AGENT IN CASE OF PAYMENT DEFAULTS AND OTHER VIOLATIONS

11.1. If a Borrower does not perform any obligations arising from a Loan Contract, these User Terms or other Loan Documents, in a timely manner, or if a ground for extraordinary cancellation of a Loan Contract arises, the Portal Operator and/or Security Agent can at the expense of the Debtor conduct any actions or take steps on behalf of the Investor(s) and/or itself that the Portal Operator and/or the Security Agent considers at their own discretion to be necessary or desirable to achieve the performance of the relevant obligation and/or cancellation of the Loan Contract or the use of another legal remedy and/or assert claims against third parties. Among other things, the Investor hereby authorizes the Portal Operator and/or Security Agent to actively use the rights or fulfil the obligations set out in the Loan Documents in case the Portal Operator and/or Security Agent has gained any information in any form (including internally from within the organization) that the Borrower is in breach of the Loan Documents. The Security Agent and/or Portal Operator is moreover authorized to assert all claims of Investor(s) against third parties (that may arise against third parties involved in the credit process in the broadest sense, inter alia in connection with the raising and granting of the loans over the Portal and the establishment of the collateral or against third parties against whom tortious claims exist, even if they had no influence on the credit process) in its own name, including the commencement of court or arbitral tribunal proceedings, enforcement proceedings, and bankruptcy or other insolvency proceedings. This assertion in the name of the Portal Operator and/or the Security Agent can and should be made in particular in cases where legal action is to be brought before foreign courts whose law permits authorization to conduct legal proceedings, i.e. the procedural assertion of a third-party right in one's own name (as in Germany, the so-called *„gewillkürte Prozessstandschaft“*). On the basis of this authorization to litigate, the Portal Operator and/or Security Agent continues to act in the interests of the Investor(s) with regard to the claims asserted in the lawsuit and transfers the funds received as a result of the collection and/or enforcement of the due claims to the user accounts of the Investor(s) concerned, in accordance with the order of fulfilment of payment obligations specified in these User Terms (after first deducting and paying all costs and fees associated with the relevant actions and steps).
11.2. Among other things, the Platform Operator and/or the Security Agent may, at its sole discretion:
11.2.1. send reminders, unpaid balance notices and warnings (including bankruptcy warnings) to the Borrower;
11.2.2. provide data about the Borrower to third parties in the manner set forth in the "Estateguru" Privacy Rules;

11.2.3. to initiate court proceedings or arbitration proceedings, forced debt collection and bankruptcy proceedings or other proceedings related to insolvency in accordance with the procedure established by law and these Terms of Service, as well as participate in relevant proceedings as the Investor's representative and on his behalf;
11.2.4. restrict the Borrower's rights to use the Estateguru platform;
11.2.5. to terminate the Loan Agreement in the event of extraordinary circumstances on the grounds established in the Loan Agreement or applicable laws;
11.2.6. organize forced recovery from collateral in accordance with applicable laws and the procedure established by the relevant contract on collateral, or take over direct or indirect control of the collateral for the benefit of Investors;
11.2.7. in the event that the Platform Operator and/or the Security Agent assumes direct or indirect control of the Collateral for the benefit of the Investors, to claim from the Borrower as compensation any and all costs related to the Platform Operator's and/or Security Agent's taking over and administering the Collateral, and deduct such costs from recovery proceeds;
11.2.8. demand and receive from the Borrower any and all documents related to the collateral and/or any and all additional attachments belonging to the collateral or allowing the use of the collateral for its intended purpose, as well as requiring the transfer of all necessary for the administration of the collateral (e.g. electrical, communications and other communal services) contract;
11.2.9. refuse to demand late interest and/or damages if the Platform Operator considers it necessary to repay the loan and pay interest to Investors;
11.2.10. To sell the Payable Financial Claims of the Investors and/or on their own behalf in the process of the recovery of the Payable Financial Claims and/or other forced collection, if the Platform Operator considers it necessary for the benefit of the Investors and informs the Investors and the Debtor (on behalf of the Investors) about the transfer of the Payable Financial Claims.
11.3. By registering as a User, each user instructs, consents and authorizes (with the right of delegation) to the Platform Operator and the Security Agent, on behalf of the User, as his representative, at his discretion, to perform the actions described in this section of the Terms of Service, and the Platform Operator and the Security Agent shall the right to use third parties to perform such actions.
11.4. When exercising the powers listed in clauses 11.1 and 11.2 of the Terms of Service, the Platform Operator and the Security Agent must pursue the best interests of Investors. In order to achieve the best result for the Investor, the Platform Operator, when starting the realization of the pledged property and carrying out the process of realization of the pledged property, evaluates and takes into account the value of the pledged property and decides which of the following methods of realization of the pledged property is the most effective in order to achieve the best result for the Investor:
11.4.1. sale of collateral at a public auction;
11.4.2. selling the mortgaged property on the open market during the execution process (if possible) or outside of it;
11.4.3. filing bankruptcy proceedings against the Borrower;
11.4.4. sale of claims arising from Loan documents;
11.4.5. submission of claims arising from a personal surety or guarantee.
11.5. During the recovery of pledged assets, the Security Agent acts in accordance with the Platform Operator's debt recovery and collateral enforcement procedures.

11.6 The Platform Operator, on behalf of the Investor, monitors the condition of the collateral, the fulfillment of the obligations of the collateral provider and the Borrower and receives the following information from the Borrower and/or the collateral provider: financial statements, periodic confirmations of the Borrower or collateral providers regarding the compliance of their activities with the requirements, notifications of breach of obligations and other relevant information, including information that the Borrower must provide about himself and his financial situation based on the general terms and conditions of the loan.
11.7. The Platform Operator must inform the Investors within 5 working days of any breach of the Borrower's contract that the Platform Operator has become aware of. The Platform Operator must immediately inform the Investors about the breach of contract committed by the Borrower, if the delay in informing the Investor may cause damage to the Investor.
11.8. In accordance with the applicable legislation, the Platform Operator or the Security Agent has the right to claim full compensation for recovery costs on its own behalf due to the actions specified in this section.
11.9. The Platform Operator has the right to claim any and all penalties, fees and costs incurred as a result of the Borrower's breach of contractual obligations and/or collection actions. In addition, the Platform Operator has the right to withhold 50% of late interest to compensate for the costs incurred in the performance of actions for the recovery of the Borrower's financial obligations on behalf of the Investor.
11.10. If based on clauses 11.1 and 11.2 of the Terms of Service, it is necessary to collect the claims arising from the Loan documents, the Investor transfers his claims arising from the Loan documents to the Security Agent or the Platform Operator, if the Platform Operator has taken over the functions of the Security Agent. If the Platform Operator or the Security Agent submits to the Investor and the Borrower the appropriate Notice of Assignment in accordance with the procedure set forth in Part 13 of these Terms of Service (“Submission of Notices”), all Payable Financial Claims (arising from Loan documents related to the financing of the relevant Project) shall be considered automatically assigned to the Borrower To the Security Agent or Platform Operator as specified in the Transfer Notice. The respective claims are considered transferred from the moment when the addressee receives the Notice of Transfer in accordance with Clause 13.2 of these Terms of Service.
11.11. A notice of assignment may be served if it is necessary to collect claims arising from the Loan Documents when: (i) the Borrower has not repaid the principal amount of the loan by the agreed payment date; and (ii) the Loan Agreement(s) entered into to finance the relevant Project is terminated due to extraordinary circumstances. The purpose of such assignment is to enable the Platform Operator and/or the Security Agent to take the position of a creditor in relation to the Payable Financial Claims and to participate on its own behalf in the process or actions for the recovery of the Payable Financial Claims and/or in other forms of recovery or transaction, for example, in the sale of the Payable Financial Claims. After the transfer of the Payable financial claim, the Investor will have the right of claim against the Security Agent or the Platform operator, depending on who the Payable financial claim was transferred to, and the right of claim is limited to the amount received during the recovery process, which must be divided according to Clause 11.12 of the Terms of Service.

11.12. Upon assignment, the Platform Operator and/or Security Agent shall continue to act in the interests of the Investor(s) with respect to the assigned claims (including the right to take any of the actions described in this section) and the proceeds from the recovery and/or enforcement of the Financial Claims Payable. funds are recorded in the account of the relevant Investor(s) in accordance with the sequence of payment obligations established in these Terms of Service (after deducting and covering all costs and fees related to the relevant actions). For the sake of clarity, the Security Agent or the Platform Operator will not assume the Borrower's debt obligations arising from the Loan Documents.

12. SECURITY AGENT

12.1. Any and all liens must be established in favor of the Security Agent. The function of the security agent is performed by the company "Estateguru talgasagent" OÜ (registration code 12766368) appointed for this purpose by the Platform operator. Only a Security Agent or a Platform Operator can perform the function of a Security Agent. The security agent function will not be outsourced to any other third party.

12.2. The Security Agent holds the collateral or collaterals provided in relation to the secured loan in its own name to protect the interests of the Investor(s) and carries out actions and transactions related to the respective collaterals, as well as in accordance with the Platform Operator's instructions given on its own behalf and/or on behalf of the Investor(s). in accordance with these Terms of Service and the relevant Loan documents. Collateral agreements are concluded as contracts for the benefit of a third party, that is, although collateral agreements are concluded between the Security Agent and the Borrower, they secure the Investors' claims against the Borrower arising from the Loan Documents.

12.3. If the Security Agent receives funds for the Investor and/or the Platform Operator as a result of the actions (including realization of collateral) carried out for the purpose of debt collection or enforcement of claims, the Security Agent shall transfer the relevant funds to the Platform Operator (after deducting and covering all costs and fees incurred by the Security the agent experienced or calculated due to the relevant actions), and the Platform Operator transfers funds to the Investor's user account(s) in proportion to the investor's claim. If the funds do not cover all the obligations arising from the Loan documents, the amount returned to the Investor(s) is proportional to the amount of the Investor's claim from the total loan amount and is in accordance with Clause 16 of the General Loan Terms and Conditions. The aforementioned provisions also apply in cases where the Security Agent performs debt collection or enforcement actions on the basis of a parallel obligation agreement, as set forth in Estateguru's general loan conditions, and/or an agreement creating the corresponding collateral.

12.4. The Security Agent keeps all funds to be transferred to the Platform Operator separately from its own funds in a bank account located in a licensed bank in the European Economic Area.

12.5. The Security Agent and the Platform Operator are not obliged to pay interest to the Investors for the amounts paid or returned for the period from receipt of the amount to payment to the Investor User's account.

13. DELIVERY OF NOTICES

13.1. The User agrees that all communications related to his/her use of Estateguru shall be delivered through the Mailbox and/or sent by electronic mail, including communications with legal implications. This includes notifications based on the Loan

Agreement and other Loan documents. The Platform Operator and the Security Agent may, at their discretion, send messages to the User by means other than the Mailbox and/or e-mail, using for this purpose the contact information provided by the User during registration as a User or any contact information provided by the User after registration as a User.
13.2. Messages sent via the Mailbox and/or e-mail specified to the User's Platform operator are deemed to have been received and read by the relevant User 24 hours after the relevant message was sent.

14. CHANGES TO THE TERMS AND LOAN DOCUMENTS

14.1. The Platform Operator can unilaterally change these Terms of Service and the corresponding changes take effect from their publication on the Platform. The Platform Operator, at its discretion, may require the User to approve changes to the Terms of Service. When changing the Terms of Service, the Platform Operator always informs the User of his right to terminate the use of services if the User does not agree with the changes to the Terms of Service. The Platform Operator may restrict the User's ability to make new investments if the User does not agree to the fundamental changes to the Terms of Service. Failure to provide approval for changes to the Terms of Service does not affect the servicing of the User's loan portfolio by the Platform operator. Each loan agreement concluded by the User is subject to the version of the Terms of Service that was valid at the time of the conclusion of the loan agreement.
14.2. The Borrower, after receiving the consent of the Platform Operator, can unilaterally extend the payment term specified in the loan agreement for no longer than 3 months, and no longer than 6 months, counting from the initial payment term, provided that: (i) the Borrower has submitted to the Platform Operator the relevant request, (ii) the Risk Committee of the Platform Operator considers the term extension to be justified and possible, and when making such a decision takes into account the Investors' interests, the Borrower's financial situation and possible financial benefits from extending the loan term; (iii) the Borrower has no obligations due but unpaid under the applicable Loan Agreement or has applied for an extension of time before any outstanding amount became due; (iv) if the request to extend the term is approved, the Borrower for the extended period (from the initial payment term to the end of the obligation fulfillment term) shall pay the Investors additional interest specified in the Price List, which is valid at the time of the submission of the request to extend the term, and the additional interest rate will be at least 0 .5% per year.
14.3. If Investors and/or Borrowers wish to change the terms of the already concluded Loan Agreement, negotiations with the Borrower regarding changes are conducted by the Platform Operator and/or Security Agent, acting as the Investor's representative and for the Investor's benefit. The Platform Operator or the Security Agent may sign the amended agreement as a representative of the investors in one or more of the following ways:
14.3.1. extending the payment term in accordance with Clause 14.2 of the Terms of Service;
14.3.2. by increasing the interest rate and/or default interest specified in the loan agreement, but only if this does not increase the risk of insolvency of the Borrower;
14.3.3. providing additional time to correct and/or eliminate any non-financial breaches of obligations (except for breaches of obligations relating to the determination of

collateral), but only if this does not affect the project's profitability or risk position vis-à-vis the Investors;
14.3.4. by extending the term for determining the collateral(s) specified in the Loan documents (a) to 10 (ten) working days; or (b) for important reasons, longer than 10 (ten) working days, but not longer than up to 3 (three) months, provided that for the last extended period, according to the Loan Agreements, interest payment is guaranteed to Investors, and the loan amount is not transferred To the borrower, until the collateral is properly established;
14.3.5. by agreeing to provide an additional deposit; or
14.3.6. making other changes, including, at the appropriate time, providing instructions to the Borrower regarding the form of execution of the Loan documents or giving consent to deviate from the terms of the Loan documents, if the relevant changes, instructions or deviations are of a technical nature and are aimed at correcting errors or, if this does not fundamentally violate the Investor interests or if necessary to avoid potential financial risk and/or damage to the Investor(s).
14.4. In justified cases, if it is significant considering the Borrower's financial situation and the possible prospects of starting or continuing the debt collection process, the Portal Operator or the Collateral Agent may agree with the Borrower on the reduction of the accrued interest or late interest requirement, if: (i) successful interest and (or) the collection of default interest from the Borrower to the extent that it has become fully due is unlikely, taking into account the financial position of the Borrower or the guarantor(s); (ii) Investors are presented with the reasons for the decision and the assessments on the basis of which the relevant decision was made; (iii) Investors are informed about the possibility to appeal the relevant decision of the Platform operator or the Security Agent.

15. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

15.1. The User may not assign or otherwise transfer the rights and obligations arising from the Loan Agreements and these Terms of Service to a third party without the consent of the Platform Operator and the Security Agent. The consent of the Security Agent and the Platform Operator is not necessary for transferring the claims of one User to another User in the Secondary Market. The Platform Operator is not responsible for any losses (including lost profits) or liabilities to the User arising from this section or other Terms of Service.
15.2. The Platform Operator and/or the Security Agent has the right to transfer the rights and obligations arising from the Loan Agreements on behalf of the Users and/or on its own behalf to third parties during enforcement or other recovery proceedings, if the return to Investors as a result of such transfer is greater than in the case of enforcement whether other recovery proceedings (as appropriate) would be continued. If a decision to transfer claims has been made, the Platform Operator will provide investors with explanations and calculations on the basis of which such a decision was made. The Investor agrees that in the event of a foreclosure situation and in the absence of more favorable repayment options, the Payable Financial Claims may have to be sold at a lower price than the Loan amount, resulting in a loss of capital to the Investor. Amounts receivable from the aforementioned transfers (minus actual collection and/or enforcement costs) must be paid to the Investors.

16. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURE

16.1. These Terms of Service and other circumstances, actions and transactions related to the use of Estateguru are governed by Estonian law.
16.2. Any disputes arising under these Terms of Service between the Platform Operator and/or Security Agent (on the one hand) and the Borrower (on the other hand) shall be subject to the jurisdiction of the Harju District Court located in Tallinn, Estonia, without regard to the law collision.
16.3. If the User has a complaint related to Estateguru or any services provided by the Platform Operator or Security Agent, it shall be resolved in accordance with the Dispute Resolution Procedure provided on the Platform. The user also has the right to apply to the local supervisory authority for dispute resolution. The user also has the right to apply to the local supervisory authority (e.g. to the Bank of Lithuania) with a complaint about the services provided by the Platform operator in accordance with the rules of the procedure for the non-judicial settlement of disputes between consumers and financial market participants in the Bank of Lithuania, approved by the resolution of the Board of the Bank of Lithuania dated January 26, 2012 No. 03-23.

17. FEES AND COSTS

17.1. Unless otherwise specified in the Basic Loan Terms, the Borrower undertakes to pay these fees and cover these costs to the Platform Operator
17.1.1. Brokerage fee;
17.1.2. Administration fee;
17.1.3. Security agent fee;
17.1.4. Contract fees;
17.1.5. fee for collection of debt(s);
17.1.6. all costs related to the conclusion of loan and pledge/mortgage agreements (including pledge/mortgage registration);
17.1.7. other fees agreed in the Basic Loan Terms.
More information about applicable taxes can be found in our Price List, which is available on the page: https://estateguru.co/lt/kainorastis/.
17.2. Unless otherwise specified in these Terms of Service or the Main Loan Terms, the Brokerage Fee and the Security Agent Fee, as well as costs related to the conclusion of loan and pledge/mortgage agreements (including pledge/mortgage registration) are paid to the Platform Operator from the loan amount immediately before the transfer of the loan amount to the Borrower's account, and the Platform Operator may deduct the Brokerage Fee, the Security Agent's Fee and any and all costs from the loan amount by transferring only the loan amount that exceeds the fees and costs to the Borrower's account. Other fees (except for the Administration fee) are paid to the Platform operator as determined in the Basic Loan Terms.
17.3. The administration fee must be paid by the Borrower in one or more consecutive payments until the end of the loan term, as agreed with the Platform operator. The amount of each Administration Fee installment is indicated in the corresponding column of the payment schedule. Unless otherwise specified in the Main Loan Terms, the Administration Fee payable to the Platform Operator is two percent (2%) of the principal amount of the loan according to the Loan Agreement concluded to finance the Project. The Borrower must pay the full Administration Fee in any case, including cases where the term of the respective loan is shorter than one year or if the loan is repaid before the due date, within one year of the transfer of the loan amount to the Borrower.

17.4. If the loan is repaid early, the entire remaining part of the Administration Fee must be paid together with the loan being repaid early (and if the corresponding repayment date is not the last day of the calendar month, the Administration Fee is calculated and must be paid at least as much as would have been calculated and paid , if the relevant loan was repaid on the last day of that calendar month (but in any case no greater amount than would have been due if the loan had been repaid on the original due date)).
17.5. If the Borrower does not return the principal amount of the Loan or terminates the Loan Agreement(s), the Administration Fee must be paid to the Platform Operator immediately.
17.6. The fees specified in Clause 17.1 of these Terms of Service must be paid only if the principal loan amount of the Loan Agreements concluded for the financing of the relevant Project during the Syndication period reaches at least the Minimum Funding Target Amount specified in the respective Loan Application.
17.7. The Platform Operator may require the Borrower to pay a contract fee of up to five percent (5%) of the Loan Amount if the Borrower applies for an extension referred to in clauses 14.3.1 or 14.3.4(b).
17.8. The brokerage fee must also be paid if the Loan Agreement is terminated because the Borrower has not provided collateral or securities in the manner and scope specified in the Loan Agreement, when the Loan Agreement is terminated due to extraordinary circumstances before the transfer of the loan amount or if the Lender refuses to satisfy the Loan request before the end of the Syndication for the period. In the cases described above, the Borrower must pay the Intermediation Fee within 5 (five) working days after the termination of the Loan Agreement or its termination due to extraordinary circumstances.
17.9. In the event of the events described in Clause 17.8 of these Terms of Service, the Borrower must within 5 (five) business days after the request compensate the Platform Operator and the Security Agent for all costs, fees, charges and losses incurred by the Platform Operator and/or the Security Agent due to the aforementioned events.
17.10. The Platform Operator may charge the fees, expenses and/or losses that must be covered or compensated to the Platform Operator and/or the Security Agent from the funds recorded in the relevant User's Account.
17.11. The fees of the Platform Operator or the Security Agent do not include value added tax (VAT) and, if the relevant tax is subject to value added tax (VAT) or other similar tax (English tax) by law, it is added to the Brokerage Fee and/or Administration Fee .
17.12. The Borrower must pay the fees in euros in full and the Borrower may not offset the obligation to pay the corresponding fee or make other deductions or deductions from such payable amounts without the consent of the Platform Operator, given in a format that can be reproduced in writing.
17.13. If the Borrower's payment obligation has expired or the Loan Agreements have been terminated and the Platform Operator instructs the Security Agent to start the enforcement process, forced sale, auction, court proceedings, sale of claims and collateral to a third party, etc., the Platform Operator must the right to apply a Realization fee to Investors for the actions taken to collect the debt. The realization fee is 10% of the Loan amount, which is unpaid at the beginning of the realization process. The Realization Fee payable by the Investors is collected on behalf of the Investors by the Platform Operator and/or the Security Agent as compensation from the Borrower to

cover the Investors' obligation to pay the Realization Fee, and the Borrower, by agreeing to these Terms of Service, agrees that the Realization Fee may be claimed from the Loan beneficiary as compensation in addition to other claims payable.
17.14. The Borrower has the obligation to make all payments to the Platform Operator, Security Agent and Investors on time. If the Borrower is late in paying, the Borrower must pay the Platform operator a debt management fee in the amount specified in the Price List in the form of contractual defaults.
17.15. In addition to the Execution Fee, the Platform Operator or the Security Agent may also require the Borrower to cover all costs associated with obtaining claims and/or other enforcement procedures (such as legal costs or costs of third-party service providers) and/or collateral management fees (such as electricity, maintenance, taxes) and/or other relevant expenses with a twenty-five percent (25%) surcharge. If a company appointed by the Platform Operator for that purpose (for example, a Security Agent, a subsidiary of the Security Agent or a special service provider) acquires ownership of the pledged property, the Borrower must pay the Platform Operator a management fee of 3% of the Loan Amount (+ VAT, if applicable) during year from the transfer of ownership. If the Borrower has not transferred the Realization fee and/or the mentioned expenses to the Platform operator, the Platform operator is allowed to deduct the fee and/or expenses from the funds transferred to him by the Security Agent in accordance with the procedure set forth in Clause 12.3 of these Terms of Service. of these User Terms. This also applies if the funds are received directly by the Platform Operator and not through the Security Agent.
17.16. The User undertakes to pay the following fees to the Platform Operator:
17.16.1. inactive virtual account fee;
17.16.2. service charges;;
17.16.3. other fees agreed in the Basic Loan Terms.
More information about applicable taxes can be found in our Price List, which is available on the page: https://estateguru.co/lt/kainorastis/ .
17.17. The fee for an inactive virtual account is paid in the event that the User does not use his Account for more than one (1) year, but on the condition that there are available funds in the Account. The amount of the fee for an inactive virtual account is determined by the Platform operator and is paid according to the valid Price List.
17.16.2. Users pay the service fees specified in point 1 in accordance with the Price List published on the Platform.
17.18. In the event of delay in paying or compensating any fee, fee or expense, the User undertakes to pay the Platform Operator and/or Security Agent interest at the rate of 25 (twenty-five) percent per annum for each day of delay.
17.19. If a Price List of certain actions and services undertaken and provided by the Platform Operator and/or Security Agent is published on the Platform, after the first request of the Platform Operator and/or Security Agent and additionally next to any other fees specified in the Terms of Service, the User must immediately to pay the Platform Operator and/or Security Agent the fee amount specified in the Price List for the relevant actions and/or services. Among other things, the applicable Price List may specify the fees payable to the Platform Operator and/or Security Agent for the actions described in Section 11 of these Terms of Service or for other actions and services.

18. LIMITATIONS OF LIABILITY OF PLATFORM OPERATOR AND SECURITY AGENT

18.1. The main service of the Platform operator is mediation of the lending and borrowing interests of its Users. When providing these services, the platform operator undertakes to act honestly, carefully, correctly and professionally, taking into account the interests of Investors and Borrowers.
18.2. The Platform operator operates in accordance with the policy of avoiding conflicts of interest established in the Platform.
18.3. The services provided by the Platform Operator and the Security Agent do not include the following:
18.3.1. guaranteeing or otherwise ensuring that the Users will be able to dispose of funds or be able to receive them, as well as ensuring that the financial obligations of the User(s) will be fulfilled;
18.3.2. accepting deposits or other compensable instruments or granting loans or other financing on its own account and in its own name;
18.3.3. providing investment or legal advice;
18.3.4. conclusion of real estate transactions or provision of consultations regarding them; or
18.3.5. provision of payment services.
18.4. The platform operator performs an administration function when Users draw up and execute Loan documents in order to facilitate the execution of Loan documents and communication between Users. In collecting any amounts owed by the Borrower, both the Platform Operator and the Security Agent shall act at their own discretion, based on what is in the best interest of the Investor based on the Platform Operator's opinion and experience.
18.5. Among other things, the Platform Operator and the Security Agent are not responsible for:
18.5.1. Fulfilling the obligations of users (including Borrowers);
18.5.2. The truth or accuracy of the information and/or confirmation(s) published or provided by Users (including Borrowers) on the Platform or in any Loan document; among other things, the aforementioned limitation of liability also applies to actual data and other information about Projects and Users published on the Platform, as well as to information published by the Platform operator in cases where the Platform operator published fraudulent or inaccurate information accidentally;
18.5.3. any business interruptions or interruptions that may occur in the activities of credit institutions, including losses directly or indirectly caused by the insolvency or moratorium of such credit institution or any other similar event;
18.5.4. losses caused by the actions or omissions of third parties specified in Part 11 of these Terms of Service, whose economic and professional activities include, for example, debt collection and related services;
18.5.5. The legality, scope, content, suitability and enforceability of contracts and other legal documents used by Estateguru, including documents used to conduct transactions through Estateguru;
18.5.6. Errors and malfunctions of the Platform, changes to the Platform or the consequences of discontinuing the operation of the Platform;
18.5.7. The correctness and accuracy of the forecasts published on the Platform, including the financial indicators and forecasts of any Project;
18.5.8. circumstances that arise from or depend on the User's identity;

18.5.9. losses caused by the realization of the risk specified in point 3.7 of these Terms of Service;
18.5.10. non-pecuniary losses, lost profits or other indirect losses or other losses resulting from their actions (except willful misconduct);
18.5.11. any economic loss, delay in performance of any part of these Terms of Service or non-performance to the extent that such loss, delay in performance or non-performance is caused by force majeure circumstances or occurs during their continuation.
18.6. Permission to publish a Loan application and, if risk categories are used, to assign it a risk category on the Platform is not considered a recommendation for investment or other support of the Platform operator in relation to the relevant Loan application, nor is it considered a confirmation by the Platform operator or any other sign that the creditworthiness of the person submitting the Loan application is reliable, that the relevant project is financially viable or that the Investor will recover the relevant investment or earn a profit from it.
18.7. The Platform Operator may make changes to the Platform at any time, including expanding, changing or removing its functions, at its own discretion and without requesting the consent of the Users or informing the Users in advance. Among other things, the Platform Operator may terminate the Platform at any time at its sole discretion.

19. GENERAL USER OBLIGATIONS

19.1. When entering into transactions on the Platform, each User evaluates the appropriateness and risk of the respective transaction and, if necessary, uses the help of consultants who are specialists in a certain field.
19.2. When a User registers as a User, he (among other things) acknowledges that by using Estateguru, as well as by entering into transactions through Estateguru, he understands the risks associated with using Estateguru (including the possibility that in the event that he realizes with The use of Estateguru and the risks associated with investing, he may not recover his investment or earn the planned profit from it) and acts solely at his own risk.
19.3. The User must self-declare income and pay taxes payable in respect of transactions and actions implemented through Estateguru, to the extent and in the manner prescribed by law, and neither the Platform Operator nor the Security Agent deducts any taxes payable to the state, unless required by law. Among other things, this also applies to taxes that are payable on the Investor's earned interest income.
19.4. User agrees and acknowledges that:
19.4.1. The execution of loan agreements and other Loan documents, including the drawing up of Loan documents and other communication related to them, between Users can only take place in accordance with the procedure established in these Terms of Service and Loan documents and only through Estateguru and with its help, except in cases where the Platform the operator or Security Agent has given prior consent in a format that can be reproduced in writing;
19.4.2. the recovery of any financial obligation arising from the Loan Agreement, these Terms of Service or other Loan documents can only take place in accordance with the procedure set out in Part 11 of these Terms of Service through and with the help of the Platform Operator and/or Security Agent, and the User has no right to independently undertake such actions, except in cases where the prior consent of the Platform

Operator and/or the Security Agent has been obtained, in a format that can be reproduced in writing; and
19.4.3. any questions and other information learned by the User while using or accessing the Platform may be used by the User only for the purpose of using the Estateguru services and for no other purpose.
19.5. When using Estateguru, the User must act in good faith and take into account the rights of other Users, and not use Estateguru to harm other Users and/or the Platform Operator and/or the Security Agent or for other purposes that do not correspond to good morals or good will. The User agrees and warrants that any information provided by the User is true and accurate.
19.6. The user is responsible for all costs, fees, charges and government charges related to the use of Estateguru.
19.7. At the request of the Platform Operator, the User must provide the Platform Operator with information and documents that the Platform Operator requires in order to identify the User's ultimate beneficiary and other related persons, assess and reduce the risk of money laundering and terrorist financing, and perform international sanctions checks.
19.8. If, in the event of the Investor's death, a claim is made for the transfer of the property in the User's account, the Platform Operator has the right to refuse to transfer the property until the inheritance is proven by a certificate of inheritance (for example, a notarized certificate of inheritance). In addition, the costs of establishing an inheritance or similar right to transfer property may be deducted from the assets in the User's account or recovered from a person entitled to the property on the basis of the right of inheritance or transfer.
19.9. When using the Platform, the User undertakes not to use hardware, applications or solutions (including computer programs) whose purpose or function is the automatic use, reading, collection, recording or other processing of the content of the Platform or the data recorded therein.

20. TERMINATION OF USER STATUS

20.1. At the User's request, the Platform Operator shall terminate the status of such User (as a User) if he is not a party to any Loan Agreement, has no financial claims against any other User in connection with the use of the Platform and has fulfilled all financial obligations of the Platform Operator, the Security Agent and any in relation to another User, as far as the use of the Platform is concerned.
20.2. The Platform Operator may, at its discretion, cancel the User's status (as a User) or limit the User's rights at any time when the Platform Operator suspects that the use of the User's account does not comply with these Terms of Service, informing the relevant User in accordance with the procedure set forth in Section 13.
20.3. If the Platform Operator, taking into account the User's activities, has reasonable grounds to suspect money laundering, terrorist financing, fraud or other illegal activities, the Platform Operator has the right to limit the User's rights to his User Account and/or immediately cancel the User's status. Also, the Platform Operator terminates the User's user status when international sanctions are applied to him or to persons related to him.
20.4. After canceling the User's status, the Platform Operator transfers the positive balance of the funds recorded in the Account of the relevant User to the User's account from which the User previously transferred the funds to the Platform Operator. If the

User has received any funds as bonuses intended for investment on the Platform, these funds cannot be withdrawn and will not be transferred to the User's current account.

21. TERMINATION OF THE PLATFORM OPERATOR

21.1. The declaration of bankruptcy of the Platform Operator or the termination of the Platform Operator's activities for any other reason does not affect the validity of already concluded Loan documents (unless otherwise stipulated in the Loan Agreement).
21.2. When the bankruptcy of the Platform operator is announced or the Platform operator ceases operations for another reason:
21.2.1. The syndication period for each active Loan application ends prematurely;
21.2.2. The Platform Operator transfers the positive balance of the funds recorded in the User's Account to that User's current account, which that User had previously indicated to the Platform Operator and from which that User had previously transferred funds to the Platform Operator;
21.2.3. The Platform Operator provides instructions to the Users regarding the further execution of the Loan Documents to the extent that the execution of the relevant Loan Documents is impossible without the help of the Platform Operator and/or the Security Agent.
21.3. The instructions mentioned in point 21.2.3 of these Terms of Service include, among others, instructions to the parties to the Loan Agreement:
21.3.1. make payments required under the Loan Documents directly to the party entitled to such payment;
21.3.2. to provide notifications related to the Loan documents to another party in other ways than described in Part 13 of these Terms of Service;
21.3.3. continue to execute the Loan documents in the manner, order and scope, when the functions and role previously performed by the Platform Operator and/or Security Agent are performed by a third party appointed by the Platform Operator; or
21.3.4. other relevant instructions aimed at facilitating the execution of the Loan Documents in circumstances where the Platform Operator and/or the Security Agent have ceased their activities or their bankruptcy has been declared.
21.4. The Platform Operator and/or the Security Agent may, for the purposes listed in Clause 21.3, provide the parties to the Loan Documents and/or the third party specified in Clause 21.3.3 of the Terms of Service with all relevant information about the other Party or Parties to the Loan Documents, including their contact details and current accounts data, as well as other information related to the Loan documents.

22. FINAL PROVISIONS

22.1. The Republic of Estonia is considered the place of performance of the Platform Operator's obligations arising from these Terms of Service. In Lithuania, the place of performance of the obligations of the Platform operator arising from these Terms of Service provision is the Republic of Lithuania.
22.2. If it turns out that any of the provisions of these Terms of Service or any provision of the Loan Documents is void or otherwise invalid, this does not affect the validity of other provisions of these Terms of Service or the Loan Documents.
22.3. The information provided on the Platform is not intended to be provided or used by persons in a country where it is not permitted or where its permissibility is limited by laws or other legal acts.
22.4. These Terms of Service may be provided on the Platform in both English and other languages. In the event of a dispute regarding the meaning of any clause of these Terms

of Service, the English language version of these Terms of Service provided on the Platform shall prevail over versions in other languages.

23. CONCEPTS

23.1. Unless the context otherwise requires, these capitalized terms shall have the following definitions. The concept in the left column of the table has the meaning indicated in front of it on the right.

Administration fee	The fee that is calculated and must be paid to the Platform Operator for each day until the Investor is fully repaid the principal loan amount of the Loan Agreement and all accrued interest is paid, and the Borrower fulfills all other financial obligations arising from or arising from the Loan Documents applicable to such loan basis.
Aptitude test	A test performed by the Platform Operator during which the Platform Operator determines whether the services offered by Estateguru are suitable for the Investor (test of initial knowledge) and allows the Investor to simulate his ability to bear losses. After completing the test, the Investor will know whether he is an experienced or inexperienced investor.
Notice of transfer	The notification of the Platform Operator or the Security Agent, provided to the Investor and the Borrower in accordance with the procedure specified in Clause 11.6 of these Terms of Service, and after the submission of which the Financial Claims Payable arising from the Loan Documents related to the financing of the relevant Project are considered automatically transferred to the Platform Operator or the Security Agent in relation to the Borrower, as specified in the Transfer Notice.
Borrower	A person who is registered in Estateguru as a User - Borrower and whose personal identity has been verified by the Platform operator in accordance with its established procedure and who has submitted a Loan application, or (in the context of an already concluded loan agreement) a borrower who has submitted a loan application based on which the loan was concluded contract
Debtor	A borrower who does not fulfill or is late in fulfilling the obligations arising from the Loan Agreement.
Financial claims payable	All claims arising from the Loan documents and related to the financing of the relevant Project, whose payment term has expired.
Estateguru or Platform	Applications and functional units located on the public computer network at www.estateguru.co and on individual pages of this website or on web pages located in the same administered domain and acting as a crowdfunding platform.
Estateguru general loan conditions	Estateguru's General Loan Terms apply to every loan made through Estateguru and are available here: https://estateguru.co/home/loanterms?lang=en
Estateguru Privacy Policy	Estateguru privacy rules detailing the processing of personal data of Platform Users. Estateguru's privacy policy is available here: http://www.estateguru.co/home/privacy

Force Majeure	Circumstances beyond the control of the Platform Operator (but not limited to the following): fire, flood, pandemic, explosion and accident, war, strike, embargo, government demands, orders of civil and military authorities, civil unrest, illegal use of personal data, inability to obtain materials or labor, termination of material contracts by third parties or any other reason beyond the reasonable control of the Platform Operator. The platform operator must take adequate steps to prevent or mitigate such impactful events and their consequences.
Brokerage fee	The fee paid to the Platform Operator from the loan amount immediately before the transfer of the loan amount to the Borrower's account in accordance with Section 17.
Automatic investment	An automated function of the Platform that allows the Investor to choose an investment strategy - a predefined investment strategy or chosen according to his needs - and automatically submit offers for Loan applications that meet those criteria and automatically conclude Loan Agreements.
Investor	A person who is registered with Estateguru as a User - Investor and whose personal identity has been verified by the Platform operator in accordance with its established procedure.
Lemonway	Lemonway SAS, legal entity code: 500486915, address: 8, rue du Sentier - 75002 Paris, France, approved by the French Prudential Supervision and Resolution Authority (ACPR) in 2012. December 24
Loan amount	The main part of the loan provided by the Investor according to a specific Loan Agreement.
Loan agreement	A loan agreement concluded through Estateguru in accordance with the procedure set forth in Part 6 of these Terms of Service (“Conclusion of Loan Agreements”).
Loan document	The loan agreement, including the Main Loan Terms, General Loan Terms and any payment schedule(s), as well as the agreement(s) for the establishment of the relevant collateral or collaterals, such as a mortgage agreement, surety agreement, guarantee (if applicable).
Loan application	The application submitted by the Borrower on the Platform, which offers Investors to conclude a Loan Agreement.
Mailbox	A personal page or pages created for each user or an individual "Documents" page on the Estateguru Platform for the purpose of receiving Estateguru-related communications.
Maximum funding goal amount	The maximum level of funding (loans) to be raised for the Project through Estateguru as specified in the Loan Application.
Minimum Funding Goal Amount	The minimum level of funding (loans) to be raised for the Project through Estateguru as specified in the Loan Application.
Platform operator	Estateguru OÜ (a company established in the Republic of Estonia, legal entity code 12558919).

Price list	A price list is published on the Estateguru website, which indicates the fees applicable to the services provided by Estateguru and the prices valid for certain User actions on the Platform.
Basic terms of the loan	The main loan terms and conditions forming part of the Loan Application, or (in the context of an already concluded Loan Agreement) the Main Loan Terms and Conditions forming part of the Loan Application under which that Loan Agreement was concluded, and the amount of the loan specified therein shall be deemed to be the one determined by the Investor by giving his consent to such Regarding the loan application.
Project	Business project for which the Borrower seeks to obtain a loan(s) through the Platform.
Realization fee	A fee is payable to the Platform Operator for the actions taken to instruct the Security Agent to execute the collateral, control the return process and distribute the return proceeds.
Security agent	An agent appointed by the Platform Operator who holds the collateral or collateral provided in the case of a secured loan on its own behalf and for the benefit of the Investor(s) and performs actions and executes transactions related to the relevant collateral, also in accordance with the Platform Operator's instructions given by the Platform Operator itself and (or) On behalf of the Investors.
Syndication Period	The period during which Investors can give approvals to the Loan Application.
User	A person who has expressed a desire to become an Estateguru user and/or a person registered on the Platform as an Investor or Borrower.
User account	A personal page or pages created for the User on the Estateguru Platform where the User can use the Estateguru services and view information related to his transactions and other actions performed on the Platform.
Terms of service	This document, these Estateguru Terms of Service.

23.2. In the interpretation and determination of time units and periods specified in these Terms of Service:
23.2.1. a year lasts 365 days;
23.2.2. month is a calendar month;;
23.2.3. a quarter lasts 3 (three) months;
23.2.4. half a year lasts 6 (six) months;
23.2.5. a business day is a day that is not a Saturday, Sunday or a public holiday in Estonia, as well as a day on which credit institutions in the European Economic Area execute bank orders.
23.2.6. for the determination of periods that are indicated by time, the Estateguru time measurement system and the Eastern European Time (abbreviated as EET) zone are used;
23.2.7. the term of the loan begins at the time when the loan amount is transferred to the Borrower.