

MOCASA PLATFORM USER AGREEMENT

1. USED TERMS AND DEFINITIONS

Agreement	This current Mocasa Platform User Agreement, that governs the legal relationship between the User and Mocasa, considering that other agreements published on Mocasa Platform are all integral parts of this agreement.
Assignee	Natural or legal person, that has purchased a Claim from the Assignor based on the Agreement and Assignment Agreement.
Assignor	A Creditor (Loan Originator or User), who assigns the Claim to another User based on the Assignment Agreement.
Borrower	Natural or legal person that enters into a Loan Agreement with the Loan Originator.
Claim	A Creditor's claim (full or partial with exact amount specified in the Assignment Agreement) towards the Borrower, arising from the Loan Agreement and Assignment Agreement.
Claim Application	A User's application filled in on the Platform for purchase of a single or multiple the Claims.
Claim Price	A price payable by the Assignee to the Assignor for the Claim, as indicated in the Assignment Agreement.
Creditor	Loan Originator or a User, who has the right of claim towards the Borrower in full or in part in accordance with the Loan Agreement and the Assignment Agreement.
Interest rate under the Loan Agreement	Remuneration paid by the Borrower for use of the Loan calculated pursuant to the Loan Agreement.
Interest rate under the Assignment Agreement	Remuneration that the User receives for a purchased Claim calculated pursuant to the Assignment Agreement.
Loan	Funds issued to the Borrower by the Loan Originator in accordance with the Loan Agreement.
Loan Agreement	Loan agreement concluded between the Loan Originator and the Borrower.
Loan Originator	A legal entity that issues a Loan to the Borrower and has authorized Mocasa to transfer the Loan Originator's Claims towards the Borrower, by using the Platform, and on behalf of the Loan Originator, to take other actions defined in the Agreement and in the Assignment Agreement.
Management of the Claim or Servicing of the Claim	All actions taken by the Loan Originator, Mocasa or other party, in relation to the claim and fulfillment of their obligations specified in the Assignment Agreement or other agreement concluded with the Assignee.
Mocasa	Mocasa Investment OÜ, a private limited company registered and existing under the laws of the Republic of Estonia, registration No. 16287989), who maintains and administers the Platform.
Mocasa's Bank Account	A current account opened in the name of Mocasa Investment OÜ with a payment institution or electronic money institution indicated on the Platform, to which the User transfers funds to add them to the User's Virtual Account and which is held separate from other property of Mocasa.
Parties	Mocasa and the User.
Platform	Website of Mocasa, which is located at web address www.mocasa.eu , where natural and legal persons can register as Users to use the services provided there.
Price List	The cost of services of Mocasa published on the Platform, that has to be paid by the User.
Registration application	An application filled out by a natural or legal person on the Platform to register as a User.
Service Fee	A fee indicated on the Price List that should be paid by the User to Mocasa for the services it provides on the Platform.
User	Natural or legal person registered on the Platform, as well as a natural or legal person that has purchased the Claim or who has sold the Claim.
User's Bank Account	A current account opened in the name of the User with payment institution or a credit institution or its branch registered in EU or Switzerland or United Kingdom.
User's Platform ID Number	A unique number of the User on the Platform. The User's Platform ID number is also used when User transfers funds to add them to the User's Virtual Account.
User's Profile	Electronic profile located at the Platform accessible for its Users with their individual login data. The profile includes the User's personal data, funds transfer records and investment records.
User's Virtual Account	A virtual account on the Platform accessible to each User by Mocasa for recording settlements and transactions of the User.

2. REGISTRATON OF THE USER ON THE PLATFORM

- 2.1. All Users must be registered and have concluded the Agreement in order to use the services offered on the Platform.
- 2.2. When submitting the Registration Application and confirming this Agreement, as well as when using the Platform and the services offered on the Platform, the User each time represents and warrants to Mocasa that it meets the following requirements:
 - 2.2.1. The User is a natural person above 18 years old or a legal person, whose information was provided during the registration;
 - 2.2.2. The User is a resident of EU or Switzerland or United Kingdom;
 - 2.2.3. The User has a current bank account opened in his/her/its name with a payment institution, electronic money institution or its branch registered in EU or Switzerland or United Kingdom;
 - 2.2.4. In acquiring the Claim, the User will not use funds that directly or indirectly have been received as the result of criminal offence or are related to the financing of terrorism or an attempt of such activities;
 - 2.2.5. The User is the true beneficial owner and transactions on the Platform are performed on behalf of the User;
 - 2.2.6. The User is not under the influence of alcohol, narcotic, psychotropic or any other substances;

- 2.2.7. The User is not subject to any insolvency, bankruptcy, or liquidation (only applicable to legal persons) processes in any jurisdiction.
- 2.3. Upon the successful registration at the Platform, User's Profile and User's virtual account is automatically created, and Mocasa assigns a unique User's Platform ID Number to the User.
- 2.4. By filling out and submitting the Registration application at the Platform, the User certifies that it has acquainted with the Agreement and agrees to it. Agreement is deemed to be signed by the Parties and legally binding to the Parties from the moment the User's Profile is created and made accessible for the User at the Platform with the User's login data.
- 2.5. User is not allowed in any form or manner give third parties access to its login data for the Platform.
- 2.6. Mocasa may refuse the registration of a new User without specifying the reason.

3. IDENTIFICATION OF THE USER

- 3.1. In order to fulfil the legal obligations under the applicable laws and regulations, before the User may use the services on the Platform and during the cooperation with the User under the Agreement, Mocasa performs the identification of the User, which includes, but is not limited to, identifying personal information, obtaining information on country of residence, citizenship and/or country of birth, asserting the beneficial owner, obtaining information on the source of funds, obtaining information on the purpose and nature of the business relationship.
- 3.2. Mocasa identifies the User remotely in compliance with the terms and conditions of Mocasa's internal control system, relying on data received during registration and information received from the bank when the User transfers its own funds from its personal bank account to Mocasa's bank account in amount that is not less than the amount specified in clause 4 of the Agreement. After successful identification, the received funds are made available in User's virtual account for the purchase of Claims.
- 3.3. During the identification process Mocasa has the right to request the copies of the following documents:
 - 3.3.1. passport or equivalent personal identification document issued in EU or document valid for travel issued in EU with a clearly visible first name, last name, personal code (or an equivalent identification number issued by the User's country of origin) and photo of the User;
 - 3.3.2. heating, power supply or other utility invoice issued at the address specified by the User;
 - 3.3.3. taxpayer's certificate and/or taxpayer's number;
 - 3.3.4. any additional document which Mocasa might consider necessary for the purpose of proper client identification. The copies of documents specified in sub-clauses of clause 3.3 of the Agreement shall be uploaded by the User using special interface in the User's Profile.
- 3.4. In order to properly perform the due diligence of the User, Mocasa may, at its sole discretion, at any time, request that the User submits additional documents or information on the User's identity, origin of funds, beneficial owners, and any other information about the User that Mocasa finds necessary for the due diligence of the User. Mocasa is entitled to unilaterally determine any additional requirements for the User identification, as well as introduce changes in the User identification process.
- 3.5. By submitting the Registration application, the User certifies that it has read conditions of the Agreement, certifies that they are clear and acceptable to the User, and the User wishes to use the Platform and services offered therein pursuant to the terms and conditions of the Agreement.
- 3.6. The User's activities performed on the Platform after entering the User's email address and password shall be regarded as the User's signature or acceptance. All payments, payment orders, instructions, applications, agreements, as well as other documents confirmed or submitted by the User on the Platform after entering the User's email address and password shall be binding upon the User, Mocasa and the Loan Originator, if the Loan Originator is a party of the agreement.
- 3.7. The password created by the User shall be confidential and the User undertakes not to disclose User's Profile access data to the third parties.
- 3.8. In case User's password has become known to a third party:
 - 3.8.1. the User shall immediately change its password in its User's Profile;
 - 3.8.2. the User shall notify Mocasa immediately in writing or by phone when such information had become known to the User.
- 3.9. Immediately after receiving of such information, Mocasa shall block access to the User's virtual account until the moment Mocasa receives User request to unblock the access to its virtual account and request to issue new password.
- 3.10. Access to the User's Profile is temporarily blocked, if the User's password is entered incorrectly 5 (five) times in a row.
- 3.11. Mocasa has the right to block User's virtual account in the following situations:
 - 3.11.1. the User has provided false or inaccurate information to Mocasa;
 - 3.11.2. Mocasa has suspicions regarding unauthorized access to the User's virtual account or according to information received by the User's password has become known or might have become known to third parties;
 - 3.11.3. Mocasa has suspicions regarding any kind of performance of illegal transactions on part of the User, or Mocasa has suspicions about the origin of the funds used by the User;
 - 3.11.4. the User has violated the terms and conditions of the Assignment Agreement and / or the Agreement, including, if the User tries to contact the Borrower in relation to the Loan Agreement, the Assignment Agreement and the Administration of the Claim;
 - 3.11.5. the User uses the Website of Mocasa for illegal purposes;
 - 3.11.6. in any other case with an aim to ensure the security, inviolability and confidentiality of services provided to the clients of Mocasa.
- 3.12. Mocasa shall be entitled not to approve a transaction and/or not to execute any application or instruction given by the User and not to provide services to the User, if:
 - 3.12.1. the User fails to comply with the Agreement;
 - 3.12.2. Mocasa has suspicions about the identity of the User, and has not been able to contact the User to confirm the content of the transaction;
 - 3.12.3. the User's instruction is unclear or distorted due to interruption in communication;
 - 3.12.4. in other cases stipulated in Clause 3.11. of the Agreement.
- 3.13. The User undertakes full responsibility and liability for transactions made by third parties with access to its login data for the Platform.

4. THE USER'S VIRTUAL ACCOUNT AND ADDING FUNDS

- 4.1. Mocasa shall accept funds for adding them to the Virtual Account from the User in exchange for an equivalent amount of electronic money on the Virtual Account.
- 4.2. The User shall be entitled to add funds to the Virtual Account only on his/her/its own name, by transferring funds by wire from the User's Bank Account to Mocasa's Account.
- 4.3. The minimal amount of funds assets to be transferred to Mocasa's bank account is **EUR 10** (ten Euro).

- 4.4. The amount of funds to be transferred to Mocasa's bank account for transaction purposes within one calendar month cannot exceed **EUR 15 000** (fifteen thousand Euro).
- 4.5. When adding funds to the Virtual Account, the User must indicate the User's Platform ID Number indicated in the User's Profile as the purpose of payment. If the User makes a payment without indicating the User's Platform ID Number, Mocasa shall be entitled to consider such payment as non-executed before it is identified.
- 4.6. After receiving the funds, Mocasa shall process the verification of the origin of the funds, which may take up to 2 (two) business days. The transfer of funds directly or indirectly received as a result of a criminal offence, related to the financing of terrorism or attempt of any such kind of activities, to Mocasa's bank account is illegal.
- 4.7. If Mocasa has suspicions regarding origin of the money, possible money laundering, financing of terrorism or an attempt of these or similar type of activities, Mocasa has the right to reject the User's funds in Mocasa's bank account. Mocasa shall also notify the relevant authorities, and this can lead to freezing all funds on the account, as well as to closing of the account and confiscation of funds.
- 4.8. Funds transferred by the User for adding funds to the Virtual Account pursuant to the present Agreement shall be kept in Mocasa's bank account separately from the Mocasa's own funds. No interest accrues or is paid to the User for the User's funds kept on Mocasa's Account.
- 4.9. The funds transferred by the User to Mocasa in compliance with the present Agreement shall be regarded as funds necessary for conducting purchases of Claims. Such funds are not to be considered as funds of Mocasa and shall not appear on the financial statements of Mocasa. When the User transfers the funds to Mocasa's Account for the purposes of adding them to the Virtual Account, he/she/it retains title over those funds and Mocasa shall act only as authorized representative of the User with respect to them.
- 4.10. Mocasa has the right to use the User's transferred funds in accordance with conditions of the Agreement with a purpose to facilitate transfer of Claim Price from the User to the respective Loan Originator. Mocasa also has the right to transfer the received funds from its User's to a different company in cases where services available at the Platform are taken over by different company.
- 4.11. Mocasa is authorized to transfer User's funds to the Loan Originator in accordance with conditions of the Assignment Agreement. The sum of virtual funds in the User's virtual account shall be reduced by the amount of funds paid to the Loan Originator.
- 4.12. In cases where the User makes a payment to Mocasa's bank account in currency that is not acceptable to Mocasa, Mocasa has the right to convert the received amount into any currency acceptable to Mocasa according to the currency exchange rate of the bank holding the respective account of Mocasa. All expenses related to the conversion of funds are covered by the User.
- 4.13. The User has the right at any time to submit an electronic request to Mocasa for repayment of funds, available in the User's Virtual Account, considering that the minimal amount is **EUR 20** (twenty Euro) and the repayment is done within 2 (two) business days.
- 4.14. Repayment of funds indicated in clause 4.13. of this Agreement is made to the same account from which the correspondent funds were initially received, unless repayment is technically impossible due to blocked or closed account, considering that in such case User has to indicated different account opened in its name to complete this transfer of funds.
- 4.15. Mocasa has the right to charge commission fees from the funds received from the User and funds transferred to the User in accordance with the Price List. Mocasa shall be entitled to make deductions of such commission fees from the Virtual Account.
- 4.16. Without prejudice to the aforementioned, funds to the User's Virtual Account shall be added in the manner prescribed by the Assignment Agreements when payments that the User is entitled to receive under the concluded Assignment Agreements are received.

5. PURCHASE OF CLAIMS

- 5.1. After User's identification and due diligence, pursuant to the conditions and terms of the present Agreement, User has the right to purchase Claims offered on the Platform if there are sufficient funds available on his/her/its virtual account.
- 5.2. Purchase and sale of Claims using Mocasa's automatic investment tool
 - 5.2.1. The User has the right to use Mocasa's automatic investment tool for purchasing Claims on the Platform;
 - 5.2.2. The automatic investment tool functions according to the settings selected and confirmed by the User and thus implement the User's chosen strategy for purchases of Claims. The automatic investment tool is merely a technical feature that Mocasa offers to Users and does not give any advice of investment regarding the purchase of Claims;
 - 5.2.3. The User is entitled to change settings of automatic investment strategies, as well as temporarily or permanently suspend the activity of the automatic investment tool at any time during the period of validity of the Agreement;
 - 5.2.4. The User shall be fully responsible for the settings selected and confirmed by him/her/it, as well as for consequences resulting from such actions while using the automatic investment tool.
- 5.3. Purchase of Claims in a manual form
 - 5.3.1. The possibility for the User to use to purchase Claims in a manual form on the Platform instead of using Mocasa's automatic investment tool is not a guaranteed technical feature at the Platform. If this feature is made available by Mocasa, clauses set forth in sub- clauses of clause 5.3. of this Agreement shall be applied;
 - 5.3.2. The User selects to purchase Claim for a particular loan or its part published on the Platform together with all other key conditions such as loan issuance date, Interest rate, repayment date under the Assignment Agreement;
 - 5.3.3. Mocasa shall register and execute received Claim Applications of the User in chronological order. Mocasa has the right to amend and supplement the order of execution of the Applications without prior notification of the User;
 - 5.3.4. After the Claim Applications have been received, Mocasa shall prepare a summary of information of all received Claim Applications available for the User at the Platform. The User shall verify the indicated information and confirm the conclusion of the Assignment Agreements in order specified on the Platform if such information conforms to the will expressed by the User.
- 5.4. By submitting the Claim Application, the User authorizes Mocasa to transfer funds indicated in the Claim Application from the User's Virtual Account to the corresponding Assignor in compliance with the Agreement and the Assignment Agreement.
- 5.5. After confirmation of purchase of Claim, a legally binding Assignment Agreement is generated, and Mocasa shall immediately transfer the funds specified in the Assignment Agreement from the User's Virtual Account to the Assignor of the Claim. The Claim shall be deemed as transferred to the User after the funds were transferred from the User's (Assignee's) Virtual Account to the corresponding Assignor's account in accordance with conditions of the Assignment Agreement.
- 5.6. Assignment Agreement of each purchase of Claim as well as information on concluded transactions are available at User's Profile on the Platform. Mocasa may send the information mentioned in this clause to User's e-mail specified in the User's Profile.
- 5.7. Mocasa shall not be responsible for any losses that might be incurred to the User in relation to the use of the Platform, including losses incurred from the use of the automatic investment tool offered by the Platform.
- 5.8. User has the right to sell certain Claims if such option is made available by Mocasa at the Platform.
- 5.9. In case the User options to sell a Claim that he/she/it holds, the particular Claim is automatically made available for other Users of the Platform to purchase. The day when any other User repurchases that particular Claim, the selling User will receive full

refund equal to the respective Claim Price plus calculated Interest rate under the Assignment Agreement for the respective time period until the day Repurchase of Claim was made.

6. CONCLUSION AND EXECUTION OF THE ASSIGNMENT AGREEMENT

- 6.1. The Assignment Agreement is deemed to be concluded from the moment when the Claim Price is transferred from the User's (Assignee's) Virtual Account to the corresponding Assignor's account in accordance with conditions of the Assignment Agreement.
- 6.2. After the Assignment Agreement is concluded and during its effective period, the Assignment Agreement shall be available to the User on the Platform in the User's Profile and the User shall be able to consult the schedule of repayment of the purchased Claim and the planned Loan repayment and Interest payment as received from the Loan Originator.
- 6.3. The Loan Agreement and other documents related to the Claim are not to be transferred to the User and shall be kept by Mocasa and / or the Loan Originator.
- 6.4. The Borrower shall make the Borrower's Payments pursuant to the Loan Agreement. The Loan Originator under the Assignment Agreements has an obligation to transfer received Borrower's Payments to Mocasa, excluding the part that is not assigned to the Assignees.
- 6.5. After receiving the Borrower's Payments from the Loan Originator, Mocasa shall distribute the received funds among all Creditors of the Borrower who have effective claims against the Borrower in the following order, unless another order is set out in the Assignment Agreement:
 - 6.5.1. Mocasa is entitled to withhold the amount equivalent to the Service Fee and other payments (if any) pursuant to the Price List from the User's Virtual Account
 - 6.5.2. the received principal amount of the Loan shall be divided pro rata to the amount of the Claim of each Creditor against the Borrower;
 - 6.5.3. the received Interest and other ancillary claims arising from the respective Claim are paid to the Creditor having the respective Claim;
- 6.6. The User's rights of claim shall be extended to:
 - 6.6.1. the principal amount of the Loan, paid by the Borrower pursuant to the Loan repayment schedule;
 - 6.6.2. Interest rate under the Assignment Agreement.
- 6.7. The User understands the risk of default on Borrower's obligations, as a result of which the User might not fully recover the Claim, as well as of the risk of default of the Loan Originator. The Loan Originator shall perform all the necessary and allowed actions to facilitate timely and full recovery of the Claim without engaging the Users. In case when the Borrower delays fulfilment of its obligations of repayment for more than 30 (thirty) calendar days, and if the Buyback obligations are set in the Assignment Agreement, the Loan Originator shall undertake to repurchase the Claim from the User.
- 6.8. Mocasa shall perform the actions it finds reasonably necessary and possible to facilitate timely and full recovery of payments from the Loan Originator or other party servicing the Claim without engaging the Users. In event of the Borrower's default or the default of the Loan Originator, Mocasa does not have the obligation to repay to the User its paid Claim Price or a part thereof.
- 6.9. All principal terms and conditions regarding the purchase of Claim, payment of the Claim Price and repayment of the principal amount of the Claim as well as repayment of interest are specified in the Assignment Agreement.

7. RIGHTS AND OBLIGATIONS OF THE USER

- 7.1. **The User shall undertake:**
 - 7.1.1. not to use the platform for illegal acts, including fraud and money laundering;
 - 7.1.2. to only provide true information when registering and using the Platform;
 - 7.1.3. to only use secure electronic communication and data transmission means and equipment;
 - 7.1.4. to promptly, but no later than within 3 (three) business days, notify Mocasa in writing or on the Platform if any of the following information about the User changes: name, e-mail, contact number, bank account number, or company name, information of the authorized representative in case of a legal entity;
 - 7.1.5. to timely submit information and documents on the Platform for Mocasa to conduct identification and due diligence on the User.
- 7.2. By accepting this Agreement, the User certifies that he/she/it can make decisions on purchase of claims and conclusion of Assignment Agreement, and is aware of all potential risks, including the risk of failure to recover the loan or part thereof.
- 7.3. If for any reason the User's Virtual Account is negative in balance, the User has the obligation to promptly but not later than within 3 (three) business days add funds to the account so as for the User's Virtual Account to reach positive balance amount.
- 7.4. The User understands that Mocasa and the Loan Originator have the obligation to ensure confidentiality of the Borrower's personal data and therefor Mocasa and the Loan Originator shall only provide the Assignee with limited information on the Borrower. The User shall not require Mocasa or the Loan Originator to disclose any additional information relating to the Borrower and shall not submit any claims or complaints against Mocasa, the Loan Originator or the Borrower in this respect.
- 7.5. During the effective period of the Assignment Agreement, the Assignee undertakes not to contact the Borrower in respect of the concluded Assignment Agreement and the Claim by visiting the Borrower in his/her/its residential or working address, or through social media or messenger applications, nor to demand payments from the Borrower without mediation of the Loan Originator, nor to initiate any claims in court or arbitration court against the Borrower.

8. RIGHTS AND OBLIGATIONS OF MOCASA

- 8.1. Mocasa shall execute and conclude Assignment Agreements according to the User's instructions and orders. Mocasa shall also manage and service the User's Claims together with the Loan Originator as authorized by the User when the User accepts this Agreement and the Assignment Agreement. The User does not have the right to unilaterally revoke the authorization in and the transfer agreement.
- 8.2. Mocasa confirms that the User's Claim arising from the Loan Agreement is only the property of the User within the scope specified in the Assignment Agreement. Mocasa shall only manage the Claim together with the Loan Originator within the scope specified in this Agreement, the Loan Agreement, Assignment Agreement, and cooperation agreement with the Loan Originator, until the Claim is fully repaid as the agent holder of the user.
- 8.3. Mocasa has the right to carry out promotional activities from time to time and provide loyalty programs or other benefits to all or selected Users. Mocasa may publish the terms and conditions of such activities, programs and / or other benefits on the Platform, and may send such information through e-mail, telephone or other channels provided by Users on the Platform. If the User wishes to benefit from the corresponding activities, loyalty programs or other benefits, he/she/it shall be deemed that the User has agreed to the terms and conditions (as the case may be) published or delivered to the User on the Platform at that time. Mocasa reserves the right to change the terms and conditions of its activities, programs and other benefits at its sole discretion.

9. PAYMENT FOR USE OF SERVICES AT THE PLATFORM

- 9.1. The User shall pay to Mocasa a Service Fee for the services provided by Mocasa pursuant to the Price List, as well as any other payments specified in this Agreement and/or the Assignment Agreements if applicable.
- 9.2. Mocasa is entitled to withdraw the electronic money equivalent to the Service Fee and other amounts payable by the User to Mocasa from the Virtual Account without additional coordination with the User.
- 9.3. The User understands that in accordance with applicable tax laws, the interest received by the User is subject to income tax and Mocasa does not ensure payments of applicable taxes on behalf of its Users.

10. LIABILITY

- 10.1. The User shall be held liable for all losses incurred as a result of the his/her/its unauthorized or illicit conduct, due to gross negligence or intentionally.
- 10.2. The entrance of the User's login data (e-mail and password) when accessing services provided by the Platform is deemed to be sufficient to prove that the person conducting Transactions is the User.
- 10.3. If, as result of an illicit activity of Mocasa, the User suffers losses, Mocasa shall reimburse all direct losses inflicted upon the User. The extent of reimbursement is restricted to the amount of balance in the User's Virtual Account at the time when such losses incurred.
- 10.4. The Loan Originator has asserted to Mocasa that it assesses the credit worthiness of Borrower and makes sure of the accuracy and completeness of data provided by the Borrower with due diligence. The User is aware of and confirms that Mocasa is not responsible for the accuracy and completeness of the information provided by the Borrower and/or the Loan Originator.
- 10.5. Mocasa is not liable towards the User for any losses that the User has or might suffer as a result of using services available on the Platform, in the following situations:
 - 10.5.1. the User has failed to comply with the terms and conditions of the Agreement and the Assignment Agreement;
 - 10.5.2. a third party gets hold of User's login data, until the moment when the User's Profile is blocked;
 - 10.5.3. due to interrupted communications and other interruptions or obstacles that are not dependent on Mocasa;
 - 10.5.4. due to illicit conduct of the Borrower, or the Borrower violating the Loan Agreement;
- 10.6. Mocasa has no obligation to repay to the User for the Claim or any other payment under the Assignment Agreement till the moment when:
 - 10.6.1. the Loan Originator has received such payment from the relevant Borrower in accordance with conditions of the Loan Agreement;
 - 10.6.2. term of the Loan Originator's repurchase obligation in accordance with the Assignment Agreement has not been triggered.
- 10.7. Mocasa and the Loan Originator have no obligation to repay or compensate the User the Claim Price or part of it.
- 10.8. The Parties shall not be liable for failure to fulfil their obligations if the non-fulfilment has occurred due to force majeure circumstances, including natural disasters, warfare, terror acts, strikes, power outages, technical failures, adopted Laws and regulations, or other circumstances, which the Parties could not have prevented or predicted. The Party suffering from force majeure circumstances has the right to refer to them only and solely in case if it has taken all steps that depend on it in order to fulfil the obligations under the Agreement. Once the force majeure circumstances no longer occur, the Parties must immediately resume the performance of their obligations under the Agreement.

11. USER'S PERSONAL DATA

- 11.1. The User gives his/her/its consent for the processing of his/her/its personal data by Mocasa and its affiliated companies in order for Mocasa to execute the Agreement and Assignment Agreement and to provide services to the User. The User can find how Mocasa collects, uses, stores and transfers the personal data in the Privacy Policy published on the Platform. The Privacy Policy is one of integral parts of the Agreement.
- 11.2. If the User does not provide personal data necessary for the fulfilment of the Agreement or the legal obligations under the applicable laws and regulations, Mocasa will not be able to conclude and fulfil the Agreement and render services.

12. TERMINATION OF THE AGREEMENT

- 12.1. Mocasa is entitled to restrict the User's right to access the Platform and/or terminate the Agreement unilaterally at any time and deactivate the User's Profile if:
 - 12.1.1. the User breaches any of the conditions of the Agreement or the Assignment Agreement or illicitly uses the resources of the Platform;
 - 12.1.2. the User has provided false or misleading information or counterfeit documents or does not comply with Mocasa's requests especially in circumstances related to source of money transferred by the User;
 - 12.1.3. if Mocasa suspects anything related to money laundering, terrorism financing or an attempt of such activities with the involvement of the User or the User's Profile.
- 12.2. In case of termination of the Agreement as described in clause 12.1. above, all concluded Assignment Agreements are deemed to be terminated, and Mocasa transfers the respective Claim Price and interest amount calculated until the termination date to the User's bank account.
- 12.3. The User has the right to request termination of the Agreement and deactivation of his/her/its User's Profile at any time during the term of the Agreement provided that the User does not own any Claim served by Mocasa and has no outstanding payment liability to Mocasa or any party to a made Transaction.
- 12.4. If the User wishes to delete the User's Profile and terminate the Agreement in the event mentioned in Clause 12.3 above, the User sends a relevant notification from the User's email address to Mocasa or fills in the relevant notification on the User's Profile, if any, and confirms it according to procedures established on the Platform. Upon receiving this notification, Mocasa blocks the User's access to the User's Profile. The User Profile shall be deleted after the time period specified in the Privacy Policy.
- 12.5. If the Agreement is terminated, Mocasa transfers all funds that are available on the User's Virtual Account to the User's bank account no later than within 3 (three) business days from the moment of the termination of the Agreement, unless not allowed by applicable laws.

13. CONDUCT IN CASE OF INSOLVENCY OF MOCASA

- 13.1. In case Mocasa becomes insolvent, no new Assignment Agreements on the Platform shall be concluded. All funds available on the Virtual Account shall be returned to the User unless not allowed by applicable laws.
- 13.2. In case Mocasa becomes insolvent, Users shall continue to be entitled to receive all information about the transactions concluded by them on the Platform from the database of the Platform.
- 13.3. Insolvency of Mocasa shall not affect the legal relations between the User and the Loan Originator as defined in Assignment Agreement signed.
- 13.4. In case of Mocasa insolvency, Mocasa shall take all the necessary steps so that a third party takes over the management of all Claims arising from the Platform.

14. OTHER TERMS AND CONDITIONS

- 14.1. All Transactions concluded on the Platform shall be made in Euro or any other currency acceptable to Mocasa.
- 14.2. Issues that are not covered by the Agreement shall be settled in accordance with the conditions and procedures published on the Platform.
- 14.3. All notifications of Parties must be put in writing and sent to the other Party by mail or e-mail to the address indicated on the Platform (for Mocasa) or in the User's Profile (for the User). Correspondence sent in mail shall be deemed received on the 5th (fifth) calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter. Notifications sent to the User's e-mail address shall be deemed received within 24 (twenty-four) hours after the dispatch.
- 14.4. Mocasa is entitled to unilaterally amend the Agreement as well as the Price List, hereinafter - **Amendments**. Mocasa shall notify its Users on made Amendments by posting them at the Platform 10 (ten) days before such amendments enter into force. Mocasa has the right, but is not obliged, to inform its Users on Amendments by sending e-mail, text messages to mobile phone and notifications to User's Profile.
- 14.5. Mocasa may unilaterally make Amendments without prior notice if the Amendments are in favour of the User and / or Amendments which do not affect existing rights of the User. Mocasa may also unilaterally make Amendments without prior notice if Amendments are made for the purposes of complying with any applicable laws and regulations, especially laws and regulations regulating Anti Money Laundering issues.
- 14.6. Any User disagreeing with the made Amendments can exercise its right to unilaterally terminate the Agreement as provided in clause 12 of this Agreement.
- 14.7. Mocasa is entitled to unilaterally change the terms and conditions of its promotional campaigns with immediate effect by posting them at the Platform.
- 14.8. The Parties agree not to divulge the information arising from the Agreement and from Assignment Agreement to third parties, except as prescribed in the Agreement and in Privacy Policy available at the Platform.
- 14.9. The laws and regulations of the Republic of Estonia shall govern the legal relations arising from the present Agreement.
- 14.10. Any dispute between the Parties arising from the Agreement, which cannot be settled through mutual negotiations, shall be resolved in court or arbitration court of the Republic of Estonia pursuant to the effective laws and regulations of the Republic of Estonia.
- 14.11. Mocasa is allowed to transfer, by way of novation, assignment or otherwise, in full or in part its rights or obligations arising out of this Agreement to another company controlled by the same shareholder as is Mocasa itself, without having to obtain prior consent of the User. Mocasa shall inform the Users of such transfers.